

FILED

Jan 18, 2023

Disciplinary
Board

Docket # 004

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

ARI ROTHMAN GOLDSTEIN,

Lawyer (Bar No. 45993).

Proceeding No. 22#00055

ODC File No. 21-00022

STIPULATION TO REPRIMAND

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Reprimand is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Henry Cruz and Respondent lawyer Ari Rothman Goldstein.

Respondent understands that Respondent is entitled under the ELC to a hearing, to present exhibits and witnesses on Respondent's behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that Respondent is entitled under the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the Supreme Court. Respondent further understands that a hearing and appeal could result in an outcome more favorable or less favorable to Respondent. Respondent chooses to resolve this proceeding now by entering into the following stipulation to facts, misconduct, and sanction to

1 avoid the risk, time, and expense attendant to further proceedings.

2 **I. ADMISSION TO PRACTICE**

3 1. Respondent was admitted to practice law in the State of Washington on May 23, 2013.

4 **II. STIPULATED FACTS**

5 2. In April and May 2020, Respondent agreed to represent Danny Mendez (Mendez) in
6 four criminal matters on a flat fee basis: (1) a pre-charge investigation matter; and (2) three court
7 matters (King County Superior Court Nos. 18-1-04970-5, 19-1-02998-2, and 19-1-04363-2).

8 3. Respondent charged flat fees of \$3,000 for the pre-charge matter and \$10,000 for all
9 three court matters.

10 4. Respondent normally has flat fee agreements in writing but neglected to put Mendez's
11 agreements in writing.

12 5. Respondent collected legal fees of \$3,000 for the pre-charge matter and \$6,000 for the
13 three court matters in advance of the agreed-upon legal services.

14 6. Respondent did not deposit the advance fees into a trust account.

15 7. According to Respondent, the scope of representation in the three court matters
16 covered all pre-trial matters only, but Respondent failed to put this in writing.

17 8. Mendez did not understand the scope of representation in the three court matters.

18 9. Mendez remained detained during the entirety of Respondent's representation in the
19 three court matters.

20 10. The case scheduling hearing in the three court matters was held over on June 10, 2020,
21 and again on June 23, 2020, due to COVID-19 emergency measures. The case scheduling hearing
22 was rescheduled to July 20, 2020.

23 11. On June 29, 2020, prior to the case scheduling hearing in the three court matters,

1 Mendez terminated Respondent's representation in all matters.

2 12. Respondent did not refund any unearned fees.

3 13. On June 29, 2020, Mendez's sister, Brenda, who communicated with Respondent on
4 behalf of Mendez, requested a final accounting of all legal fees and expenses incurred and a refund
5 of any unearned fees on behalf of Mendez.

6 14. On that same date, Respondent told Brenda by email that the fees paid for the three
7 court matters were "not refundable" because Respondent had filed a notice of appearance in the
8 court matters.

9 15. In that same email, to further justify not issuing a refund, Respondent also told Brenda
10 that Respondent "began negotiation with the state" in the court matters.

11 16. Sarah Erickson-Mills, Michelle Gregoire, and Elaine Lee were the deputy prosecuting
12 attorneys assigned to the three court matters. None of the deputy prosecuting attorneys have
13 records of any case resolution discussions or other substantive discussions with Respondent in
14 the three court matters, nor could any of them recall any such discussions.

15 17. On July 20, 2020, Gregoire asked Respondent if Respondent planned to appear at the
16 case scheduling hearing later that same day. Respondent replied: "[Mendez] fired me[.] I'm no
17 longer his Attorney."

18 18. Respondent did not appear at the case scheduling hearing on July 20, 2020.

19 19. As a result, the hearing was continued to July 22, 2020, while Mendez remained
20 detained.

21 20. Respondent did not file a motion to withdraw from the three court matters until July
22 21, 2020.

23 21. Respondent's motion to withdraw states that Respondent attempted to file the motion

1 on July 2, 2020, and that Respondent was unaware it was not successfully filed with the court.

2 22. The court granted Respondent's motion to withdraw on July 22, 2020.

3 23. In letters dated August 10, 2020, and October 15, 2020, Brenda again requested
4 Respondent to provide a final accounting of all legal fees and expenses incurred and a refund of
5 unearned fees on behalf of Mendez.

6 24. Respondent never provided the requested final accounting.

7 25. On or about October 7, 2022, over two years after the representation was terminated,
8 Respondent issued Mendez a refund in the amount of \$1,500.

9 26. On December 21, 2022, Respondent completed Ethics School.

10 27. On December 21, 2022, Respondent participated in an office management
11 consultation with the Association's Practice Management Advisor or their designee.

12 28. On December 22, 2022, Respondent joined the Washington Association of Criminal
13 Defense Lawyers (WACDL).

14 III. STIPULATION TO MISCONDUCT

15 29. By failing to deposit advance fees into a trust account when Respondent did not have
16 a fee agreement meeting the requirements of RPC 1.5(f)(2), Respondent violated RPC 1.15A(c).

17 30. By failing to appear at the case scheduling hearing prior to the court granting
18 Respondent's motion to withdraw in a criminal proceeding, Respondent violated RPC 1.3 and
19 RPC 3.2.

20 31. By failing to ensure the motion to withdraw was promptly filed while the client
21 remained detained, Respondent violated RPC 1.16(d).

22 32. By failing to reasonably communicate with the client regarding the scope of the
23 representation in the three court matters and by failing to provide the client the requested final

1 financial accounting, Respondent violated RPC 1.4.

2 33. By failing to promptly refund unearned fees after the termination of representation,
3 Respondent violated RPC 1.16(d).

4 IV. PRIOR DISCIPLINE

5 34. Respondent has no prior discipline.

6 V. APPLICATION OF ABA STANDARDS

7 35. The following American Bar Association Standards for Imposing Lawyer Sanctions
8 (1991 ed. & Feb. 1992 Supp.) apply to this case: see Attachment A.

9 36. Respondent knew or should have known that Respondent was not properly handling
10 client funds.

11 37. Respondent's conduct caused potential injury to Mendez because Mendez's funds
12 were not protected in trust.

13 38. The presumptive sanction for the violation of RPC 1.15A(c) is suspension under ABA
14 Standard 4.12.

15 39. Respondent was negligent in failing to appear at the case scheduling hearing and in
16 failing to ensure the motion to withdraw was filed.

17 40. Respondent's conduct caused actual injury to Mendez by unnecessarily delaying
18 Mendez's court matters while Mendez was detained.

19 41. The presumptive sanction for the violations of RPC 1.3, RPC 1.16(d), and RPC 3.2 is
20 reprimand under ABA Standards 4.43 and 7.3.

21 42. Respondent was negligent in failing to explain the scope of representation to Mendez.

22 43. Respondent's conduct caused actual injury to Mendez by depriving Mendez of a clear
23 understanding of the scope of representation.

1 44. The presumptive sanction for the violation of RPC 1.4 is reprimand under ABA
2 Standard 4.43.

3 45. Respondent acted knowingly in failing to provide Mendez the requested final financial
4 accounting and in failing to promptly refund unearned fees.

5 46. Respondent's conduct caused actual injury to Mendez by depriving Mendez of their
6 funds and of information in the client file.

7 47. The presumptive sanction for the violations of RPC 1.4 and RPC 1.16(d) is suspension
8 under ABA Standards 4.42 and 7.2.

9 48. The following aggravating factor applies under ABA Standard 9.22:

10 (d) multiple offenses.

11 49. The following mitigating factors apply under ABA Standard 9.32:

12 (a) absence of a prior disciplinary record;

13 (b) personal or emotional problems (see Confidential Attachment B); and

14 (l) remorse.

15 50. It is an additional mitigating factor that Respondent has agreed to resolve this matter
16 at an early stage of the proceedings.

17 51. A significant mitigating factor is the contribution this stipulation makes to the efficient
18 and effective operation of the lawyer discipline system considering the effect the COVID-19
19 public health emergency has had on disciplinary resources and the orderly processing of
20 disciplinary matters.

21 52. Based on the factors set forth above, the presumptive sanction should be mitigated to
22 reprimand.

1 **VI. STIPULATED DISCIPLINE**

2 53. The parties stipulate that Respondent shall receive a reprimand.

3 **VII. RESTITUTION**

4 54. On or about October 7, 2022, Respondent paid restitution to Mendez in the amount of
5 \$1,500. No additional restitution is required by this stipulation.

6 **VIII. COSTS AND EXPENSES**

7 55. In light of Respondent's willingness to resolve this matter by stipulation at an early
8 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$750 in
9 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if
10 these costs are not paid within 30 days of approval of this stipulation.

11 **IX. VOLUNTARY AGREEMENT**

12 56. Respondent states that prior to entering into this Stipulation Respondent has consulted
13 or had an opportunity to consult independent legal counsel regarding this Stipulation, that
14 Respondent is entering into this Stipulation voluntarily, and that no promises or threats have been
15 made by ODC, the Association, nor by any representative thereof, to induce the Respondent to
16 enter into this Stipulation except as provided herein.

17 57. Once fully executed, this stipulation is a contract governed by the legal principles
18 applicable to contracts, and may not be unilaterally revoked or modified by either party.

19 **X. LIMITATIONS**

20 58. This Stipulation is a compromise agreement intended to resolve this matter in
21 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
22 expenditure of additional resources by the Respondent and ODC. Both the Respondent and ODC
23 acknowledge that the result after further proceedings in this matter might differ from the result

1 | agreed to herein.

2 | 59. This Stipulation is not binding upon ODC or the respondent as a statement of all
3 | existing facts relating to the professional conduct of the Respondent, and any additional existing
4 | facts may be proven in any subsequent disciplinary proceedings.

5 | 60. This Stipulation results from the consideration of various factors by both parties,
6 | including the benefits to both by promptly resolving this matter without the time and expense of
7 | hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
8 | such, approval of this Stipulation will not constitute precedent in determining the appropriate
9 | sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in
10 | subsequent proceedings against Respondent to the same extent as any other approved Stipulation.

11 | 61. Under ELC 3.1(b), all documents that form the record before the Hearing Officer for
12 | Hearing Officer's review become public information on approval of the Stipulation by the
13 | Hearing Officer, unless disclosure is restricted by order or rule of law.


14 | 62. If this Stipulation is approved by the Hearing Officer, it will be followed by the
15 | disciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement
16 | of Lawyer Conduct will be made. Respondent represents that, in addition to Washington,
17 | Respondent also is admitted to practice law in the following jurisdictions, whether current status
18 | is active, inactive, or suspended: NONE.

19 | 63. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have no
20 | force or effect, and neither it nor the fact of its execution will be admissible as evidence in the
21 | pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil or
22 | criminal action.

1 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
2 Reprimand as set forth above.

3 *Ari Goldstein*
4 Ari Rothman Goldstein, Bar No. 45993
5 Respondent

Dated: 12/28/22

6 
7 Henry Cruz, Bar No. 38799
8 Disciplinary Counsel

Dated: 12/28/2022

1 ATTACHMENT A

2 **ABA Standard 4.1 - Failure to Preserve the Client's Property**

- 3 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client property
and causes injury or potential injury to a client.
- 4 4.12 Suspension is generally appropriate when a lawyer knows or should know that he is
dealing improperly with client property and causes injury or potential injury to a client.
- 5 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with client
property and causes injury or potential injury to a client.
- 6 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing with client
property and causes little or no actual or potential injury to a client.

7 **ABA Standard 4.4 - Lack of Diligence**

- 8 4.41 Disbarment is generally appropriate when:
- 9 (a) a lawyer abandons the practice and causes serious or potentially serious injury to
a client; or
- 10 (b) a lawyer knowingly fails to perform services for a client and causes serious or
potentially serious injury to a client; or
- 11 (c) a lawyer engages in a pattern of neglect with respect to client matters and causes
serious or potentially serious injury to a client
- 12 4.42 Suspension is generally appropriate when:
- 13 (a) a lawyer knowingly fails to perform services for a client and causes injury or
potential injury to a client, or
- 14 (b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a
client.
- 15 4.43 Reprimand is generally appropriate when a lawyer is negligent and does not act with
reasonable diligence in representing a client, and causes injury or potential injury to a
client.
- 16 4.44 Admonition is generally appropriate when a lawyer is negligent and does not act with
reasonable diligence in representing a client, and causes little or no actual or potential
injury to a client.

17 **ABA Standard 7.0 - Violations of Duties Owed as a Professional**

- 18 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in conduct that is
a violation of a duty owed as a professional with the intent to obtain a benefit for the
19 lawyer or another, and causes serious or potentially serious injury to a client, the public,
or the legal system.
- 20 7.2 Suspension is generally appropriate when a lawyer knowingly engages in conduct that is
a violation of a duty owed as a professional and causes injury or potential injury to a client,
21 the public, or the legal system.
- 22 7.3 Reprimand is generally appropriate when a lawyer negligently engages in conduct that is
a violation of a duty owed as a professional and causes injury or potential injury to a client,
23 the public, or the legal system.

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7.4 Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence that is a violation of a duty owed as a professional, and causes little or no actual or potential injury to a client, the public, or the legal system.