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Jan 15 2020

Disciplinary
Board

Docket # 002

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON SUPREME COURT

In re

CHRIS JACKMAN,
Lawyer (Bar No. 46182).

Proceeding No. 20#00001

ODC File No. 18-01479

STIPULATION TO SUSPENSION

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel M Craig Bray, Respondent's Counsel Leland G. Ripley and Respondent lawyer Chris Jackman.

Respondent understands that he is entitled under the ELC to a hearing, to present exhibits and witnesses on his behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that he is entitled under the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the

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1 Supreme Court. Respondent further understands that a hearing and appeal could result in an
2 outcome more favorable or less favorable to him. Respondent chooses to resolve this
3 proceeding now by entering into the following stipulation to facts, misconduct and sanction to
4 avoid the risk, time, and expense attendant to further proceedings.

5 **I. ADMISSION TO PRACTICE**

6 1. Respondent was admitted to practice law in the State of Washington on July 5, 2013.

7 **II. STIPULATED FACTS**

8 2. Rebecca Hamilton was involved in a Spokane motor vehicle accident on April 25,
9 2014, and was injured.

10 3. Hamilton hired Respondent to represent her in seeking to recover for her injuries.

11 4. Respondent filed suit in Spokane County Superior Court on Hamilton's behalf on
12 February 23, 2016, but was unable to locate and serve the at-fault driver because he had
13 apparently returned to Mexico.

14 5. Respondent pursued an uninsured motorist (UIM) claim against Hamilton's
15 insurance carrier, Amica Insurance.

16 6. In July 2017, Lawyer Richard Lowell appeared on behalf of Amica in the matter and
17 invited Respondent to submit a demand package.

18 7. On August 31, 2017, Respondent emailed Lowell and said Hamilton had authorized
19 him to settle the matter for \$12,000.

20 8. Amica via Lowell rejected that demand and counteroffered \$1,500 plus waiver of
21 Amica's subrogation lien.

22 9. On September 4, 2017, Respondent requested \$5,000.

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1 10. On September 5, 2017, Lowell said Amica authorized him to offer \$2,000 plus
2 waiver of its subrogation lien.

3 11. On September 5, 2017, Respondent told Hamilton that he had just spoken with
4 Lowell who "said the absolute most he can get authority to settle for is \$3,836.27. That
5 would be your net."

6 12. Respondent's statement was false. Amica only offered \$2,000.

7 13. On September 6, 2017, Hamilton responded and said, "I guess if you think that's the
8 right way to go, then we can do that."

9 14. On September 6, 2017, Respondent told Lowell that Hamilton agreed to accept
10 Amica's offer of \$2,000 with no reimbursement to Amica of her medical costs.

11 15. Respondent's statement that Hamilton accepted Amica's \$2,000 offer was false. She
12 thought the offer was for \$3,836.27, minus Respondent's costs.

13 16. On September 7, 2017, Lowell emailed Respondent a form "release of all claims and
14 hold harmless agreement" (release) that stated that Hamilton released Amica from any
15 claims related to her accident "[f]or the sole consideration of Two thousand Dollars and No
16 Cents, (\$2000.00), as well as Amica's waiver of its PIP subrogation lien,"

17 17. On September 18, 2017, Lowell emailed Respondent and said that he had a \$2,000
18 check from Amica, but he could not forward it until he received the signed release from
19 Hamilton.

20 18. Respondent replied and said "there's been a hangup as my client is now
21 reconsidering since she's 'only' getting 2K. I am talking to her tomorrow."

22 19. Respondent's statement was false. Hamilton was not reconsidering because she

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1 thought she was getting more than “2K.”

2 20. On October 4, 2017, Respondent emailed Hamilton and suggested they keep fighting
3 “as now the defense has told me that you will only receive 2K after PIP repayment. When I
4 spoke to them on the phone last month, this was not the deal.”

5 21. Respondent’s claim that Amica’s offer had changed was false.

6 22. Hamilton replied and said “I think we should keep fighting. . . .”

7 23. On November 6, 2017, Respondent emailed Hamilton and told her that Amica had
8 offered \$3,000 with no repayment of medical costs, and recommended that she take that
9 offer.

10 24. Respondent’s statement that Amica had offered \$3,000 was false.

11 25. Hamilton replied that same day and said, “Okay, if the net is 3k then that’s fine.”

12 26. On November 16, 2017, Respondent sent Amica’s September 7, 2017 release to
13 Hamilton, but prior to sending it removed Amica’s first page and inserted as first page that
14 stated that Hamilton was releasing her claims against Amica “[f]or the sole consideration of
15 Three thousand dollars and No Cents. (\$3000.00). . . .”, instead of \$2,000.

16 27. Hamilton signed the \$3,000 release on November 18, 2017, and emailed it to
17 Respondent the next day.

18 28. Respondent sent the signed release back to Lowell on November 26, 2017, but
19 before doing so he attached the original first page so that the release read that the
20 consideration was “Two thousand Dollars and No Cents, (\$2000.00),” instead of \$3,000.

21 29. Amica sent Respondent a check made payable to The Jackman Law Firm, PLLC for
22 \$2,000.

1 V.

APPLICATION OF ABA STANDARDS

2 36. The following American Bar Association Standards for Imposing Lawyer Sanctions
3 (1991 ed. & Feb. 1992 Supp.) apply to this case. Copies of these Standards are attached as
4 Appendix A:

- 5 • ABA Standard 4.6 applies to Respondent's misrepresentation directed toward
6 Hamilton.
- 7 • ABA Standard 5.1 applies to conduct involving dishonesty, fraud, deceit, or
8 misrepresentation.

9 37. Respondent acted knowingly and intentionally in making misrepresentations to
10 Hamilton and Lowell and in transmitting settlement documents with different first pages to
11 them.

12 38. Respondent's conduct did not financially harm either Hamilton or Amica.

13 39. Respondent's conduct caused other harm to Hamilton, who was deceived by her own
14 lawyer and deprived of the ability to make fully informed decisions about the course of her
15 representation.

16 40. Respondent's conduct injured the legal system, which is harmed when lawyers
17 engage in acts of misrepresentation.

18 41. Respondent's conduct adversely reflected on his fitness to practice.

19 42. The presumptive sanction is suspension under ABA Standard 4.62 for Respondent's
20 acts directed toward Hamilton.

21 43. The presumptive sanction is reprimand under ABA Standard 5.13 for Respondent's
22 acts directed toward Lowell and Amica.

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1 44. The following aggravating factor applies under ABA Standard 9.22:

2 (d) multiple offenses, as part of a course of conduct.

3 45. The following mitigating factors apply under ABA Standard 9.32:

- 4 (a) absence of a prior disciplinary record; and
5 (f) inexperience in the practice of law (admitted 2013).
6 (l) remorse

7 46. It is an additional mitigating factor that Respondent has agreed to resolve this matter
8 at an early stage of the proceedings.

9 47. On balance the aggravating and mitigating factors do not require a departure from
10 the presumptive sanction of suspension.

11 **VI. STIPULATED DISCIPLINE**

12 48. The parties stipulate that Respondent shall receive a seven-month suspension for his
13 conduct.

14 49. Respondent asks that because he needs time to completely close his practice and
15 resolve his client's claims his suspension become effective on March 2, 2020. ODC does not
16 object to this request.

17 50. Respondent will be subject to probation for a period of one year beginning when
18 Respondent is reinstated to the practice of law and shall comply with the specific probation
19 terms set forth below:

20 **CLEs**

- 21 a) During the probationary period, Respondent shall complete a minimum of ten (10)
22 hours of continuing legal education courses, at Respondent's own expense, in the
areas of ethics and client communication.

- 1 b) Respondent shall provide evidence of attendance at such courses to the Probation
2 Administrator no later than 30 days after the conclusion of the course. Proof of
3 attendance shall include the program brochure, evidence of payment, and a written
4 statement that includes the date and time of attendance.
- c) The Probation Administrator is currently Thea Jennings, who can be contacted at
(206) 733-5985 or theaj@wsba.org.

5 **Ethics Consult**

- 6 d) Respondent agrees to meet with an Ethics Consultant identified by ODC regarding
7 the conduct giving rise to this grievance and compliance with the RPC.
- e) The consult shall not exceed three (3) hours.
- 8 f) The consultation shall occur within six (6) months of Respondent's reinstatement
9 from suspension.
- 10 g) Costs of the Ethics Consult will be paid by Respondent. Respondent will make
11 payment directly to the Ethics Consultant.
- 12 h) Within two weeks of this consultation, Respondent shall provide proof to the
13 Probation Administrator of the meeting in the form of a written statement that
14 includes the date, time, and a brief summary of the consultation.

13 **Reading Requirement**

- 14 i) Respondent agrees to read Bill Eddy's BIFF: Quick Responses to High Conflict
15 People and write a 4-page reflection.
- 16 j) Respondent shall provide a copy of the written reflection to the Probation
17 Administrator within three (3) months of Respondent's reinstatement from
18 suspension.

17 **VII.**

RESTITUTION

18 51. Because neither Hamilton nor Amica suffered financial injury, this stipulation does
19 not provide for payment of restitution.

20 **VIII.**

COSTS AND EXPENSES

21 52. In light of Respondent's willingness to resolve this matter by stipulation at an early
22

1 stage of the proceedings. Respondent shall pay attorney fees and administrative costs of
2 \$1,000 in accordance with ELC 13.9(i). The Association will seek a money judgment under
3 ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation.

4 53. Reinstatement from suspension is conditioned on payment of the costs and expenses.

5 **IX. VOLUNTARY AGREEMENT**

6 54. Respondent states that prior to entering into this Stipulation he has consulted
7 independent legal counsel regarding this Stipulation, that Respondent is entering into this
8 Stipulation voluntarily, and that no promises or threats have been made by ODC, the
9 Association, nor by any representative thereof, to induce the Respondent to enter into this
10 Stipulation except as provided herein.

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

13 **X. LIMITATIONS**

14 56. This Stipulation is a compromise agreement intended to resolve this matter in
15 accordance with the purposes of lawyer discipline while avoiding further proceedings and
16 the expenditure of additional resources by the Respondent and ODC. Both the Respondent
17 lawyer and ODC acknowledge that the result after further proceedings in this matter might
18 differ from the result agreed to herein.

19 57. This Stipulation is not binding upon ODC or the respondent as a statement of all
20 existing facts relating to the professional conduct of the respondent lawyer, and any
21 additional existing facts may be proven in any subsequent disciplinary proceedings.

22 58. This Stipulation results from the consideration of various factors by both parties,

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1 including the benefits to both by promptly resolving this matter without the time and
2 expense of hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for
3 review. As such, approval of this Stipulation will not constitute precedent in determining the
4 appropriate sanction to be imposed in other cases; but, if approved, this Stipulation will be
5 admissible in subsequent proceedings against Respondent to the same extent as any other
6 approved Stipulation.


7 59. Under ELC 9.1(d)(4), the Disciplinary Board reviews a stipulation based solely on
8 the record agreed to by the parties. Under ELC 3.1(b), all documents that form the record
9 before the Board for its review become public information on approval of the Stipulation by
10 the Board, unless disclosure is restricted by order or rule of law.

11 60. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will
12 be followed by the disciplinary action agreed to in this Stipulation. All notices required in
13 the Rules for Enforcement of Lawyer Conduct will be made. Respondent represents that, in
14 addition to Washington, Respondent also is admitted to practice law in the following
15 jurisdictions, whether current status is active, inactive, or suspended: None.

16 61. If this Stipulation is not approved by the Disciplinary Board and Supreme Court, this
17 Stipulation will have no force or effect, and neither it nor the fact of its execution will be
18 admissible as evidence in the pending disciplinary proceeding, in any subsequent
19 disciplinary proceeding, or in any civil or criminal action.

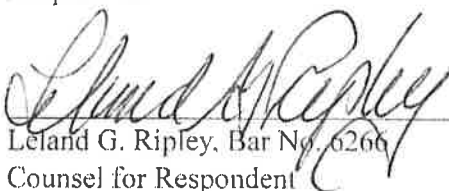
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WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to Suspension as set forth above.



Chris Jackman, Bar No. 46182
Respondent

Dated: 12/11/19



Leland G. Ripley, Bar No. 6266
Counsel for Respondent

Dated: 12/11/19



M Craig Bray, Bar No. 20821
Disciplinary Counsel

Dated: 12/13/2019