

FILED

Jun 8, 2026

Disciplinary
Board

Docket # 003

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

PAUL ANDREW PETRY,

Lawyer (Bar No. 23605).

Proceeding No. 25#00063

ODC File No. 23-01291

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 Thea Jennings, Respondent's Counsel Todd Anthony Bowers and Respondent lawyer Paul Andrew Petry.

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 them. Respondent chooses to resolve this proceeding now by entering into the following stipulation to facts, misconduct and sanction to avoid the risk,

1 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 31, 1994.

4 II. STIPULATED FACTS

5 2. Respondent maintained an Interest on Lawyer's Trust Account (trust account),
6 account number ending in **3242, at Key Bank for the deposit of client funds.

7 3. Respondent was the only authorized signatory on the trust account.

8 Trust Account Overdraft

9 4. In mid-August 2023, Respondent was hired to represent client K.G. in dissolution
10 matter.

11 5. Respondent agreed to represent K.G. on an hourly basis for an advance fee of
12 \$15,000, to be drawn upon as fees were earned or costs incurred.

13 6. On or about August 18, 2023, Respondent deposited \$15,000 in the trust account via
14 credit card payment, representing K.G.'s advance fee.

15 7. On or about August 18, 2023, Respondent presented check number 1900 for \$2,680
16 against Respondent's trust account to be drawn from K.G.'s advance fee deposit.

17 8. At the time Respondent presented the check, the credit card deposit for client K.G.
18 had not yet cleared the banking process.

19 9. At the time Respondent presented the check, Respondent had an available balance
20 in the trust account of \$2,174.79.

21 10. Check number 1900 was returned for insufficient funds.

22 11. On or about August 23, 2023, the \$15,000 credit card deposit cleared the banking
23 process.

1 12. On that same date, Respondent presented check number 1901 in the amount of
2 \$2,680 against the trust account as a replacement check for returned check number 1900.

3 13. At the time Respondent wrote check numbers 1900 and 1901, Respondent had not
4 yet issued a billing statement for K.G.

5 14. Respondent had earned \$1,435 in legal fees as of August 23, 2023.

6 15. By August 31, 2023, Respondent had fully earned the \$2,680 in legal fees.

7 **Trust Accounting Records**

8 16. On or about September 1, 2023, Key Bank reported an overdraft notice to the Office
9 of Disciplinary Counsel (ODC) related to the return of check number 1900 for insufficient funds.

10 17. Thereafter, ODC conducted a review of Respondent's trust account for the period of
11 January 1, 2023, through January 31, 2024 (the audit period).

12 18. During the audit period, Respondent personally maintained the records for the trust
13 account.

14 19. During the audit period, Respondent did not maintain a check register or complete
15 and accurate client ledgers for the trust account.

16 20. During the audit period, Respondent did not reconcile a trust account check register
17 to the bank statements for the trust account (bank statement reconciliations), and did not reconcile
18 a trust account check register to the combined total of the client ledgers for the trust account
19 (client ledger reconciliations).

20 21. In October 2023, Respondent hired a bookkeeping firm to oversee data entry and
21 recordkeeping for Respondent's trust account.

22 22. Respondent has subsequently produced trust account records in compliance with the
23 RPC.

III. STIPULATION TO MISCONDUCT

23. By failing to maintain a check register for Respondent's trust account, Respondent violated RPC 1.15B(a)(1).

24. By failing to maintain complete and accurate client ledgers, Respondent violated RPC 1.15B(a)(2).

25. By failing to reconcile a trust account check register to the bank statements and by failing to reconcile a trust account check register to the combined total of all client ledgers, Respondent violated RPC 1.15A(h)(6).

26. By disbursing \$2,680 from the trust account before K.G.'s deposit from which those fees were to be drawn had cleared Respondent's trust account, Respondent violated RPC 1.15A(h)(7).

27. By disbursing \$2,680 from the trust account to Respondent before Respondent had fully earned those fees on behalf of K.G., Respondent violated RPC 1.15A(b).

IV. PRIOR DISCIPLINE

28. Respondent has no prior discipline.

V. APPLICATION OF ABA STANDARDS

29. The following American Bar Association Standard for Imposing Lawyer Sanctions (1991 ed. & Feb. 1992 Supp.) applies to this case:

4.1 Failure to Preserve the Client's Property

4.11 Disbarment is generally appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client.

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.

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.

1 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing
2 with client property and causes little or no actual or potential injury to a
3 client.

4 30. Respondent knew or should have known that Respondent was failing to keep complete
5 and accurate trust account records.

6 31. Respondent was negligent in disbursing funds on behalf of K.G. prior to the deposit
7 clearing the banking process, and was negligent in withdrawing the fees before they were fully
8 earned.

9 32. Respondent caused potential injury to Respondent's clients whose funds were not
10 appropriately safeguarded and accounted for.

11 33. The presumptive sanction is suspension.

12 34. The following aggravating factors apply under ABA Standard 9.22:

- 13 (d) multiple offenses; and
14 (i) substantial experience in the practice of law (licensed in Washington since
15 1994).

16 35. The following mitigating factors apply under ABA Standard 9.32:

- 17 (a) absence of a prior disciplinary record;
18 (b) absence of a dishonest or selfish motive;
19 (c) personal or emotional problems; and
20 (l) remorse.

21 36. It is an additional mitigating factor that Respondent has agreed to resolve this matter
22 at an early stage of the proceedings.

23 37. Based on the factors set forth above, the presumptive sanction should be mitigated to
24 a reprimand.

25 VI. STIPULATED DISCIPLINE

26 38. The parties stipulate that Respondent shall receive a reprimand for Respondent's
27 conduct.

1 39. Respondent will be subject to probation for a period of two years commencing upon
2 final approval of this stipulation, with periodic reviews under ELC 13.8 of Respondent's trust
3 account practices, and must comply with the specific probation terms set forth below:

- 4 a) Respondent shall carefully review and fully comply with RPC 1.15A and RPC 1.15B,
5 and shall carefully review the current version of the publication, Managing Client
Trust Accounts: Rules, Regulations, and Common Sense.
- 6 b) For all client matters, Respondent shall have a written fee agreement signed by the
7 client, which agreements are to be maintained for least seven years (see RPC
8 1.15B(a)(3)).
- 9 c) On a monthly basis, using ODC's form report entitled "Monthly Reconciliation and
10 Review Report," Respondent shall review the trust-account records detailed on the
11 form report, review the completed report, and sign and date the completed report.
- 12 d) On a quarterly basis, Respondent shall provide ODC's audit staff with all trust-
13 account records for the time period to be reviewed by ODC's audit staff and
14 disciplinary counsel for compliance with the RPC:
- 15 i) Months 1 – 3. By no later than the 30th day of the fourth month after the
16 commencement of probation, Respondent shall provide the trust account
17 records from the date of commencement of probation to the end of the third
18 full month.
- 19 ii) Months 4 – 6. By no later than the 30th day of the seventh month after the
20 commencement of probation, Respondent shall provide the trust account
21 records from the end of the previously provided quarter through the end of
22 month six.
- 23 iii) Months 7 – 9. By no later than the 30th day of the tenth month after the
24 commencement of probation, Respondent shall provide the trust account
records from the end of the previously provided quarter through the end of
month nine.
- iv) Months 10 – 12. By no later than the 30th day of the thirteenth month after
the commencement of probation, Respondent shall provide the trust account
records from the end of the previously provided quarter through the end of
month twelve.
- v) Months 13 – 15. By no later than the 30th day of the sixteenth month after
the commencement of probation, Respondent shall provide the trust account
records from the end of the previously provided quarter through the end of
month fifteen.

vi) Months 16 – 18. By no later than the 30th day of the nineteenth month after the commencement of probation, Respondent shall provide the trust account records from the end of the previously provided quarter through the end of month eighteen.

vii) Months 19 – 21. By no later than the 30th day of the twenty-second month after the commencement of probation, Respondent shall provide the trust account records from the end of the previously provided quarter through the end of month twenty-one.

The trust account records Respondent provides to ODC for each quarterly review of his trust account will include: (a) copies of each completed “Monthly Reconciliation and Review Report” referenced in sub-paragraph(c) above, (b) a complete checkbook register for Respondent’s trust account covering the period being reviewed, (c) complete individual client ledger records for any client with funds in Respondent’s trust account during all or part of the period being reviewed, as well as for Respondent’s own funds in the account (if any), and (d) copies of all trust-account bank statements, deposit slips, and cancelled checks covering the period being reviewed. ODC’s Audit Manager or designee will review Respondent’s trust account records for each period.

e) On the same quarterly time schedule set forth in the preceding paragraph, Respondent will provide ODC’s Audit Manager or designee with copies of any and all fee agreements entered into within the time period at issue.

f) ODC’s Audit Manager or designee may request additional financial or client records if needed to verify Respondent’s compliance with RPC 1.15A and/or 1.15B. Within twenty days of a request from ODC’s Audit Manager or designee for additional records needed to verify Respondent’s compliance with RPC 1.15A and/or RPC 1.15B, Respondent will provide ODC’s Audit Manager or designee the additional records requested.

g) Respondent will reimburse the Association for time spent by ODC’s Audit Manager or designee in reviewing and reporting on Respondent’s records to determine Respondent’s compliance with RPC 1.15A and RPC 1.15B, at the rate of \$85 per hour. Respondent will make payment within thirty days of each written invoice setting forth the auditor’s time and payment due.

VII. RESTITUTION

40. No restitution is required.

VIII. COSTS AND EXPENSES

41. In light of Respondent’s willingness to resolve this matter by stipulation at an early

1 stage of the proceedings, Respondent shall pay attorney fees and administrative costs in the
2 amount of \$750 in accordance with ELC 13.9(i). The Association will seek a money judgment
3 under ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation.

4 **IX. VOLUNTARY AGREEMENT**

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

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

12 **X. LIMITATIONS**

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

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

21 46. This Stipulation results from the consideration of various factors by both parties,
22 including the benefits to both by promptly resolving this matter without the time and expense of
23 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As

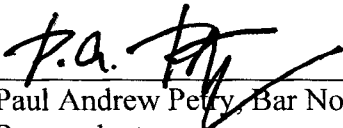
1 such, approval of this Stipulation will not constitute precedent in determining the appropriate
2 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in
3 subsequent proceedings against Respondent to the same extent as any other approved Stipulation.

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

7 48. If this Stipulation is approved by the Hearing Officer, it will be followed by the
8 disciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement
9 of Lawyer Conduct will be made.

10 49. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have no
11 force or effect, and neither it nor the fact of its execution will be admissible as evidence in the
12 pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil or
13 criminal action.

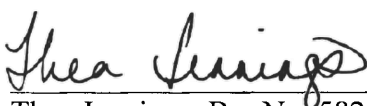
14 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
15 Reprimand as set forth above.

16 
17 Paul Andrew Petty, Bar No. 23605
18 Respondent

Dated: 06/03/2026

19 
20 Todd Anthony Bowers, Bar No. 24638
21 Counsel for Respondent

Dated: 6/3/2026

22 
23 Thea Jennings, Bar No. 58255
24 Disciplinary Counsel

Dated: 6/5/2026

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