

FILED

Jul 22, 2024

Disciplinary  
Board

Docket # 047

DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

**NEIL EDWARD HUMPHRIES,**

Lawyer (Bar No. 2737).

Proceeding No. 23#00015

ODC File Nos. 22-00596, 22-00061

STIPULATION TO SUSPENSION

Following settlement conference conducted  
under ELC 10.12(h)

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), and following a settlement conference conducted under ELC 10.12(h), 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 Erica Temple and Respondent lawyer Neil Edward Humphries.

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

1 proceeding now by entering into the following stipulation to facts, misconduct and sanction to  
2 avoid the risk, time, and expense attendant to further proceedings.

3 **I. ADMISSION TO PRACTICE**

4 1. Respondent was admitted to practice law in the State of Washington on September 19,  
5 1966.

6 **II. STIPULATED FACTS**

7 **Beverly Wayne**

8 2. Beverly Wayne (Wayne) runs Spokane Family Guidance Services and purportedly  
9 works with elderly clients as a mediator, supervised visitation specialist, and life coach.

10 3. At all times relevant to this matter, Wayne was Respondent's client.

11 4. Respondent represented Wayne in a dissolution, an estate matter, and a landlord-tenant  
12 dispute.

13 5. Wayne referred potential clients to Respondent for estate planning services and real  
14 estate closings.

15 6. Respondent referred potential clients to Wayne.

16 **Erma Johnson**

17 7. Erma Johnson (Erma) and Kenneth Johnson (Kenneth) were married and had two  
18 children, Jacqueline Powell (Jacqueline) and Kirk Johnson (Kirk).

19 8. In 2017, Kenneth died, leaving Kenneth's entire estate to Erma.

20 9. Shortly after Kenneth's death, Erma's longtime friend, Delores Carper (Delores)  
21 moved in with Erma at Erma's house on King Avenue (King Avenue house).

22 10. In August 2017, Wayne brought Erma and Delores to Respondent's law office.

23 11. Wayne explained to Respondent what documents Wayne wanted Respondent to

1 prepare for Erma.

2 12. Respondent formed an attorney-client relationship with Erma at that meeting.

3 13. On August 11, 2017, Respondent wrote Jacqueline and Kirk a letter requesting that  
4 they stop calling the sheriff and Adult Protective Services (APS), and not go to Erma's home  
5 unless Erma had invited them. Respondent wrote this letter at Wayne's request.

6 14. On August 17, 2017, Erma signed a Quit Claim Deed, prepared by Respondent,  
7 conveying Erma's interest in the King Avenue house to Delores.

8 15. On August 21, 2017, Erma signed a Durable Power of Attorney (POA) for Property  
9 Management and Health Care, prepared by Respondent, designating Respondent and Wayne as  
10 co-attorneys-in-fact, giving them, "all the powers of an absolute owner over [Erma's] assets and  
11 liabilities" and authority to purchase and sell real property.

12 16. In August 2017, Erma executed a will, drafted by Respondent, leaving Erma's estate  
13 to Erma's grandson, Delores, and Kirk's ex-wife. The will named Respondent as the personal  
14 representative, and Wayne as the alternate personal representative.

15 17. After August 2017, Respondent did not consult with Erma about Erma's objectives.

16 18. In September and October 2017, Respondent received two checks totaling more than  
17 \$400,000, representing proceeds from the sale of property in Iowa that Erma inherited from  
18 Kenneth.

19 19. Wayne arranged to have Erma meet with Respondent to sign over one of the checks,  
20 which was made payable to the Kenneth Johnson Estate, to Respondent's trust account.

21 20. Respondent provided the proceeds from the sale of the Iowa property to Wayne to  
22 deposit on Erma's behalf.

23 21. October 20, 2017, Respondent received an email from Jacqueline's lawyer expressing

1 concern that Erma was vulnerable to financial exploitation.

2 22. When Wayne sold Erma's real property, as described below, Respondent acted as the  
3 closing agent for some of the transactions and used Respondent's trust account to deposit and  
4 disburse the funds.

5 23. Respondent never contacted or spoke with Erma about the properties Wayne was  
6 selling as Erma's POA.

7 24. On November 9, 2018, Wayne, acting as POA for Erma, signed a Statutory Warranty  
8 Deed conveying Erma's property at 207 S. Stevens Street, Chewelah, Washington to the buyers.  
9 The sale price was \$155,000.

10 25. Respondent acted as the Settlement Agent for this transaction.

11 26. On August 28, 2019, Respondent wrote to Jacqueline and Kirk that Erma did not wish  
12 to have any contact with them and asked them to cease trying to contact Erma.

13 27. On September 20, 2019, an APS investigator, investigating possible financial  
14 exploitation of Erma, met with Wayne, Respondent, Delores, and Kirk's ex-wife at Respondent's  
15 office. The investigator spoke with Wayne for much of the interview, and Respondent assisted  
16 with copying documents.

17 28. At the time, APS found that the allegations of financial exploitation by Wayne were  
18 unsubstantiated.

19 29. In June 2020, Wayne, acting as POA for Erma, signed the Real Estate Purchase  
20 Agreement to sell Erma's property located at 2224 N. Columbus St., Spokane, Washington to the  
21 buyers. The sale price was \$130,000.

22 30. Respondent acted as the Settlement Agent for this transaction.

23 31. On June 30, 2020, Respondent sent Wayne a check in the amount of \$96,851.80,

1 representing proceeds from the sale.

2 32. In December 2020, APS investigators determined that Erma was a vulnerable adult  
3 with the physical, functional, and mental inability to care for themselves, and that Erma had suffered  
4 from dementia since at least 2019.

5 33. APS found that the allegations of financial exploitation by Wayne were  
6 “inconclusive.”

7 34. In December 2020, Wayne began discussions with Erma’s niece, Regina Rae  
8 Robertson (Regina), about moving Erma to Texas, where Regina would help care for Erma.

9 35. On January 14, 2021, Wayne, acting as POA for Erma, signed a Statutory Warranty  
10 Deed conveying Erma’s property at 5226 Springdale Hunters Rd., Springdale, Washington, to the  
11 buyers. The sale price was \$450,000.

12 36. Respondent notarized Wayne’s signature on the Statutory Warranty Deed and was  
13 aware of this transaction.

14 37. On February 3, 2021, Respondent sent Wayne a check for \$414,748.49, representing  
15 proceeds from the sale.

16 38. On April 15, 2021, Erma arrived in Texas.

17 39. On September 24, 2021, Wayne, acting as POA for Erma, signed a Statutory Warranty  
18 Deed conveying Erma’s property at 5009 Columbia River Rd., Hunters, Washington, to the  
19 buyers. The sale price was \$82,500.

20 40. Respondent acted as the Settlement Agent for this transaction.

21 41. On September 28, 2021, Respondent sent Wayne a check for \$80,767.13, made  
22 payable to Erma, representing proceeds of the sale.

23 42. On November 10, 2021, a Texas court appointed Regina as Erma’s guardian. Regina’s

1 lawyer notified Wayne that Wayne's POA had been terminated.

2 43. In an email dated November 14, 2021, Wayne wrote to Regina's lawyer, with a copy  
3 to Respondent, that Wayne did not agree to the termination of the POA, and was "taking this to  
4 the courts in [Washington]."

5 44. Regina requested that Wayne provide a full and complete accounting of all actions  
6 undertaken by Wayne as Erma's POA. Regina requested copies of bank statements, deposits, and  
7 withdrawals pertaining to proceeds from the sale of real property Erma owned.

8 45. On April 6, 2022, Regina filed a Verified Petition for an Order Determining  
9 Termination of Power of Attorney, Compelling Accounting, and Awarding Attorneys' Fees  
10 (Petition) against Wayne in Spokane County Superior Court No. 22-4-00782-32.

11 46. The Petition requested an accounting and inventory of Erma's assets and alleged that  
12 some of Erma's real property had been sold at below market values and that some sales included  
13 additional parcels not reflected in the purchase price.

14 47. Wayne did not file an answer to the Petition or provide an accounting or inventory.

15 48. In June 2022, Erma died.

16 49. On August 4, 2022, Wayne filed a Notice of Creditor's Claim for \$103,000 against  
17 Erma's estate in Spokane County Superior Court No. 22-4-01563-32.

18 **Delores Carper**

19 50. As noted above, Delores was in a long-term friendship with Erma.

20 51. As noted above, on August 17, 2017, Erma signed a Quit Claim Deed, gifting the King  
21 Avenue house to Delores.

22 52. Respondent prepared and notarized the Quit Claim Deed signed by Erma and recorded  
23 it with the Stevens County Auditor's Office on August 23, 2017.

1           53. On September 27, 2019, Respondent prepared a Durable Power of Attorney, a Last  
2 Will and Testament (Will) and related documents for Delores, who signed them at Respondent's  
3 office.

4           54. Respondent formed an attorney-client relationship with Delores at that meeting.

5           55. The Will left all of Delores's estate to Erma and appointed Delores's brother as  
6 Personal Representative and Power of Attorney.

7           56. In April 2020, Respondent received a typed letter of instruction dated April 6, 2020,  
8 and a handwritten letter, both signed by Delores, asking Respondent to make changes to Delores's  
9 Will and other documents.

10          57. The letters instructed Respondent to change the Will to leave Delores's entire estate  
11 to Wayne and to appoint Wayne as guardian.

12          58. Respondent did not speak with Delores regarding the changes to Delores's will or  
13 otherwise confirm that this was what Delores wanted.

14          59. On April 27, 2020, Respondent sent Wayne a letter enclosing a new Will, making  
15 Wayne the beneficiary, and related documents for Delores. Respondent wrote to Wayne, "If this  
16 is what she wants, she needs to sign the Revocation and new Powers of Attorney in the presence  
17 of a notary public."

18          60. Respondent also wrote, "Did Erma Johnson want a new Will as well? Let me know...  
19 ."

20          61. On May 9, 2020, Delores signed the new Will, leaving Delores's entire estate to  
21 Wayne and appointing Wayne as Personal Representative.

22          62. Respondent did not consult with Delores about Delores's objectives.

23          63. Delores did not have the capacity to fully understand the contents of the new Will.

1 Respondent did not take any steps to ensure that Delores understood the new Will.

2 64. After that, a family member explained to Delores what the documents meant. Delores  
3 told the family member that Delores did not want those changes.

4 65. The family member took Delores to another lawyer, who updated Delores's will and  
5 estate documents in December 2020 to remove Wayne as a beneficiary and Personal  
6 Representative.

### 7 **Conflicts of Interest**

8 66. Respondent did not inform Erma or Delores about actual or potential conflicts of  
9 interest between Respondent, Wayne, Erma and/or Delores.

10 67. Respondent did not obtain consent, confirmed in writing, from Erma or Delores to the  
11 actual or potential conflicts of interest created by Respondent's representation of Wayne, Erma  
12 and/or Delores.

### 13 **III. STIPULATION TO MISCONDUCT**

14 68. By failing to reasonably consult with Erma about the means by which Erma's  
15 objectives were to be accomplished, Respondent violated RPC 1.4(a)(2) and RPC 1.14(a).

16 69. By failing to reasonably consult with Delores about the means by which Delores's  
17 objectives were to be accomplished, Respondent violated RPC 1.4(a)(2) and RPC 1.14(a).

18 70. By providing legal services to Erma, Delores, and Wayne, without their informed  
19 consent, confirmed in writing, to conflicts of interest created by Respondent's representation,  
20 Respondent violated RPC 1.7(a)(1) and RPC 1.7(a)(2).

### 21 **IV. PRIOR DISCIPLINE**

22 71. Respondent has no prior discipline.  
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### 4.3 Failure to Avoid Conflicts of Interest

- (a) engages in representation of a client knowing that the lawyer's interests are adverse to the client's with the intent to benefit the lawyer or another, and causes serious or potentially serious injury to the client; or
- (b) simultaneously represents clients that the lawyer knows have adverse interests with the intent to benefit the lawyer or another, and causes serious or potentially serious injury to a client; or
- (c) represents a client in a matter substantially related to a matter in which the interests of a present or former client are materially adverse, and knowingly uses information relating to the representation of a client with the intent to benefit the lawyer or another and causes serious or potentially serious injury to a client.

4.33 Reprimand is generally appropriate when a lawyer is negligent in determining whether the representation of a client may be materially affected by the lawyer's own interests, or whether the representation will adversely affect another client, and causes injury or potential injury to a client.

**4.34** Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence in determining whether the representation of a client may be materially affected by the lawyer's own interests, or whether the representation will adversely affect another client, and causes little or no actual or potential injury to a client.

4.41 Disbarment is generally appropriate when:

- (a) a lawyer abandons the practice and causes serious or potentially serious injury to a client; or
- (b) a lawyer knowingly fails to perform services for a client and causes serious or potentially serious injury to a client; or
- (c) a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client.

(a) a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client, or

(b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.

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.

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.

73. Respondent knowingly stopped communicating with clients Erma and Delores once Wayne assumed power over their assets. Respondent knew of allegations of financial exploitation by Wayne and the attendant circumstances but failed inform to Erma and Delores about this conflict.

74. The actual and potential injury is that the legal services Respondent provided allowed Wayne to take control over Erma's significant estate without accounting for Erma's money; there was significant potential injury to Delores, whose will Respondent changed to benefit Wayne without Delores's understanding.

75. The presumptive sanction is suspension.

76. The following aggravating factors apply under ABA Standard 9.22:

- (c) a pattern of misconduct;
- (d) multiple offenses;
- (h) vulnerability of victim (both Erma and Delores were elderly clients with dementia); and,
- (i) substantial experience in the practice of law [Respondent was admitted to practice in 1966].

77. The following mitigating factor applies under ABA Standard 9.32:

- (a) absence of a prior disciplinary record.

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

79. On balance the aggravating and mitigating factors do not require a departure from the

1 presumptive sanction.

2 **VI. STIPULATED DISCIPLINE**

3 80. The parties stipulate that Respondent shall receive a 60-day suspension.

4 **VII. CONDITIONS OF REINSTATEMENT**

5 81. Reinstatement from suspension is conditioned on payment of costs and expenses, as  
6 provided below.

7 **VIII. CONDITIONS OF PROBATION**

8 82. Respondent will be subject to probation for a period of 24 months beginning when  
9 Respondent is reinstated to the practice of law and shall comply with the specific probation terms  
10 set forth below:

11 83. The conditions of probation are set forth below. Respondent's compliance with these  
12 conditions will be monitored by the Probation Administrator of the Office of Disciplinary Counsel  
13 ("Probation Administrator"). Failure to comply with a condition of probation listed herein may  
14 be grounds for further disciplinary action under ELC 13.8(b).

15 Practice Monitor

- 16 a) During the period of probation, Respondent's practice will be supervised by a practice  
17 monitor. The practice monitor must be a WSBA member with no record of public  
18 discipline and who is not the subject of a pending public disciplinary proceeding.
- 19 b) The role of the practice monitor is to consult with and provide guidance to Respondent  
20 regarding case management, office management, and avoiding violations of the Rules  
21 of Professional Conduct, and to provide reports and information to the Probation  
22 Administrator regarding Respondent's compliance with the terms of probation and  
23 the RPC. The practice monitor does not represent the Respondent.
- 24 c) At the beginning of the probation period, the Probation Administrator will select a  
lawyer to serve as practice monitor for the period of Respondent's probation.

- i) Initial Challenge: If, within 15 days of the written notice of the selection of  
a practice monitor, Respondent sends a written request to the Probation  
Administrator that another practice monitor be selected, the Probation

1 Administrator will select another practice monitor. Respondent need not  
2 identify any basis for this initial request.

3 ii) Subsequent Challenges: If, after selection of a second (or subsequent)  
4 practice monitor, Respondent believes there is good cause why that individual  
5 should not serve as practice monitor, Respondent may, within 15 days of  
6 notice of the selected practice monitor, send a written request to the Probation  
7 Administrator asking that another practice monitor be selected. That request  
8 must articulate good cause to support the request. If the Probation  
Administrator agrees, another practice monitor will be selected. If the  
Probation Administrator disagrees, the Office of Disciplinary Counsel will  
submit its proposed selection for practice monitor to the Chair of the  
Disciplinary Board for appointment pursuant to ELC 13.8(a)(2), and will also  
provide the Chair with the Respondent's written request that another practice  
monitor be selected.

9 d) In the event the practice monitor is no longer able to perform the practice monitor's  
10 duties, the Probation Administrator will select a new practice monitor at the Probation  
Administrator's discretion.

11 e) During the period of probation, Respondent must cooperate with the named practice  
12 monitor. Respondent must meet with the practice monitor at least once per month.  
Respondent must communicate with the practice monitor to schedule all required  
meetings.

13 f) The Respondent must bring to each meeting a current, complete written list of all  
14 pending client legal matters being handled by the Respondent. The list must identify  
the current status of each client matter and any problematic issues regarding each  
15 client matter. The list may identify clients by using the client's initials rather than the  
client's name.

16 g) At each meeting, the practice monitor will discuss with Respondent practice issues  
17 that have arisen or are anticipated. In light of the conduct giving rise to the imposition  
of probation, ODC recommends that the practice monitor and Respondent discuss  
18 whether Respondent is in communication with each client, whether Respondent needs  
to consider withdrawing from any client matters, or there are any related conflicts of  
19 interest. Meetings may be in person or by telephone at the practice monitor's  
discretion. The practice monitor uses discretion in determining the length of each  
20 meeting.

21 h) The practice monitor will provide the Probation Administrator with quarterly written  
22 reports regarding Respondent's compliance with probation terms and the RPC. Each  
report must include the date of each meeting with Respondent, a brief synopsis of the  
23 discussion topics, and a brief description of any concerns the practice monitor has  
regarding the Respondent's compliance with the RPC. The report must be signed by

1 the practice monitor. Each report is due within 30 days of the completion of the  
2 quarter.

3 i) If the practice monitor believes that Respondent is not complying with any of  
4 Respondent's ethical duties under the RPC or if Respondent fails to schedule or attend  
a monthly meeting, the practice monitor will promptly communicate that to the  
Probation Administrator.

5 j) Respondent must make payments totaling \$1,000 to the Washington State Bar  
6 Association to defray the costs and expenses of administering the probation, as  
follows:

7 i) \$250 due within 30 days of the start of the probation;

8 ii) \$250 due within 6 months of the start of the probation period;

9 iii) \$250 due within 12 months of the start of the probation period; and

10 iv) \$250 due within 18 months of the start of the probation period.

11 All payments should be provided to the Probation Administrator for processing.

12 84. Respondent's compliance with these conditions shall be monitored by the Probation  
13 Administrator of the Office of Disciplinary Counsel ("Probation Administrator"). Failure to  
14 comply with a condition of probation listed herein may be grounds for further disciplinary action  
under ELC 13.8(b).

## 15 IX. RESTITUTION

16 85. An order of restitution is not appropriate in this matter.

## 17 X. COSTS AND EXPENSES

18 86. In light of Respondent's willingness to resolve this matter by stipulation at an early  
19 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$1,000  
20 in accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l)  
21 if these costs are not paid within 30 days of approval of this stipulation. Reinstatement from  
22 suspension is conditioned on payment of costs.  
23

1 **XI. VOLUNTARY AGREEMENT**

2 87. Respondent states that prior to entering into this Stipulation Respondent had an  
3 opportunity to consult independent legal counsel regarding this Stipulation, that Respondent is  
4 entering into this Stipulation voluntarily, and that no promises or threats have been made by ODC,  
5 the Association, nor by any representative thereof, to induce the Respondent to enter into this  
6 Stipulation except as provided herein.

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

9 **XII. LIMITATIONS**

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

15 90. This Stipulation is not binding upon ODC or the respondent as a statement of all  
16 existing facts relating to the professional conduct of the Respondent, and any additional existing  
17 facts may be proven in any subsequent disciplinary proceedings.

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

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

5 93. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will  
6 be followed by the disciplinary action agreed to in this Stipulation. All notices required in the  
7 Rules for Enforcement of Lawyer Conduct will be made. Respondent represents that, in addition  
8 to Washington, Respondent also is admitted to practice law in the following jurisdictions, whether  
9 current status is active, inactive, or suspended: N/A

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

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

16 Neil Edward Humphries Dated: 4-17-24  
17 Neil Edward Humphries, Bar No. 2737  
18 Respondent

19 Erica Temple Dated: 4/17/24  
20 Erica Temple, Bar No. 28458  
21 Managing Disciplinary Counsel  
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23