

FILED

Nov 14, 2024

Disciplinary  
Board

Docket # 109

DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

**RICHARD CHARLES GREINER,**

Lawyer (Bar No. 13230).

Proceeding No. 23#00060

ODC File No. 22-00413

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 Nate Blanchard and Respondent lawyer Richard Charles Greiner.

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, 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 18, 1983.

4 **II. STIPULATED FACTS**

5 2. Respondent operated Greiner Law Offices, located at 804 Summitview Avenue in  
6 Yakima, Washington.

7 3. Between 2008 and 2013, Respondent leased office space at the 804 Summitview  
8 Avenue address to Donald Aman, Jr. (“Aman”).

9 4. Aman was not and has never been Respondent’s client.

10 5. Aman used the leased office space to operate a business, Strategic Alliance  
11 International Wealth Management LLC.

12 6. After Aman’s tenancy ended, checks made payable to Aman’s business, “Strategic  
13 Alliance LLC” continued to arrive at Respondent’s office.

14 7. On May 15, 2018, Respondent formed Strategic Alliance International LLC.

15 8. Between 2018 and 2020, Respondent deposited four checks payable to Strategic  
16 Alliance LLC into Respondent’s personal accounts; two were deposited into Respondent’s  
17 IOLTA account and two were deposited into Respondent’s office checking account.

18 9. The four checks totaled \$5,343.94.

19 10. Respondent did not have written authorization from Aman to deposit and hold these  
20 funds.

21 11. Respondent was not entitled to the funds.

22 12. In or around February 2019, Respondent closed Respondent’s IOLTA account and  
23 transferred the funds into Respondent’s personal Fidelity investment account.

1 13. After Aman filed a grievance against Respondent, Respondent contacted Aman to  
2 solicit Aman's withdrawal of the grievance.

3 14. Respondent offered to pay Aman the money Respondent had taken if Aman withdrew  
4 the grievance.

5 15. On or about June 23, 2022, Respondent returned Aman's funds in exchange for Aman  
6 withdrawing the grievance.

7 16. On June 23, 2022, Aman signed a letter, prepared by Respondent, withdrawing the  
8 grievance.

9 17. ODC continued to investigate the matter after Aman withdrew the grievance.

10 18. As of December 21, 2023, Respondent is no longer practicing law.

### 11 **III. STIPULATION TO MISCONDUCT**

12 19. By taking funds to which Respondent was not entitled, Respondent violated RPC  
13 8.4(c).

14 20. By entering into an agreement with Aman which required Aman to withdraw Aman's  
15 grievance, Respondent violated RPC 8.4(d).

### 16 **IV. PRIOR DISCIPLINE**

17 21. Respondent has no prior discipline.

### 18 **V. APPLICATION OF ABA STANDARDS**

19 22. The following American Bar Association Standards for Imposing Lawyer Sanctions  
20 (1991 ed. & Feb. 1992 Supp.) apply to this case:

21 7.0 Violations of Duties Owed as a Professional

22 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in conduct  
23 that is a violation of a duty owed as a professional with the intent to obtain a benefit  
for the lawyer or another, and causes serious or potentially serious injury to a  
client, the public, or the legal system.

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, the public, or the legal system.

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, the public, or the legal system.

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.

23. Respondent acted knowingly.

24. Respondent's actions caused injury to Aman.

25. Respondent's actions caused potential injury to the discipline system.

26. The presumptive sanction is suspension under ABA Standard 7.2.

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

(b) dishonest or selfish motive;

(d) multiple offenses; and

(i) substantial experience in the practice of law (licensed in Washington State since 1983).

28. The following mitigating factors apply under ABA Standard 9.32:

(a) absence of a prior disciplinary record; and

(l) remorse.

29. On balance, the aggravating and mitigating factors do not warrant a departure from the presumptive sanction of suspension.

## **VI. STIPULATED DISCIPLINE**

30. The parties stipulate that Respondent shall receive a three-year suspension.

## **VII. CONDITIONS OF REINSTATEMENT**

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

## **VIII. RESTITUTION**

32. Because Respondent has repaid disputed funds, no order of restitution is necessary.

1 **IX. COSTS AND EXPENSES**

2 33. Respondent shall pay attorney fees and administrative costs of \$2,000 in accordance  
3 with ELC 13.9(c) and 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if  
4 these costs are not paid within 30 days of approval of this stipulation. Reinstatement from  
5 suspension is conditioned on payment of costs.

6 **X. VOLUNTARY AGREEMENT**

7 34. Respondent states that prior to entering into this Stipulation Respondent had an  
8 opportunity to consult independent legal counsel regarding this Stipulation, that Respondent is  
9 entering into this Stipulation voluntarily, and that no promises or threats have been made by ODC,  
10 the Association, nor by any representative thereof, to induce the Respondent to enter into this  
11 Stipulation except as provided herein.

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

14 **XI. LIMITATIONS**

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

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

23 38. This Stipulation results from the consideration of various factors by both parties,

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

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

10 40. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will  
11 be followed by the disciplinary action agreed to in this Stipulation. All notices required in the  
12 Rules for Enforcement of Lawyer Conduct will be made.

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

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

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20   
Richard Charles Greiner, Bar No. 13230  
Respondent

Dated: 9-23-2024

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22   
Nate Blanchard, Bar No. 58620  
Disciplinary Counsel

Dated: 9-24-2024