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DISCIPLINARY BOARD

BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re

**BRUCE M. HULL,**  
Lawyer (Bar No. 18943).

Proceeding No. 12#00049

FINDINGS OF FACT, CONCLUSIONS OF  
LAW AND HEARING OFFICER'S  
RECOMMENDATION

In accordance with Rule 10.6 of the Rules for Enforcement of Lawyer Conduct (ELC),  
the undersigned Hearing Officer held a default hearing on November 8, 2012.

**FINDINGS OF FACTS AND CONCLUSIONS OF LAW  
REGARDING CHARGED VIOLATIONS**

1. The Formal Complaint, a copy of which is attached hereto, charged Respondent  
Bruce M. Hull (Respondent) with misconduct as set forth therein.

2. Under ELC 10.6(a)(4), the Hearing Officer finds that each of the facts set forth in  
the Formal Complaint is admitted and established.

3. Under ELC 10.6(a)(4), the Hearing Officer concludes that each of the violations  
charged in the Formal Complaint is admitted and established as follows:

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**COUNT 1**

1. By converting and committing theft of Bentonicos de Argentina's (Bentonicos's) funds, Respondent violated RPC 1.15A(b), RPC 8.4(b) [by committing the crime of theft, RCW 9A.56.030 et seq.], RPC 8.4(c), and RPC 8.4(i).

**COUNT 2**

2. By failing to deposit and maintain Bentonicos's funds in a trust account, Respondent violated RPC 1.15A(c).

**COUNT 3**

3. By falsely representing to Walter Lessberg-Konig of Bentonicos and others, on one or more occasions, that he deposited the \$100,000 bond refund to his trust account and that he erroneously delivered the funds to the wrong client, Respondent violated RPC 1.4(a), RPC 1.4(b), and RPC 8.4(c).

**COUNT 4**

4. By failing to notify Bentonicos of his receipt of the \$100,000 bond refund, Respondent violated RPC 1.4(a), RPC 1.4(b), and RPC 1.15A(d).

**COUNT 5**

5. By failing to promptly deliver all funds that Bentonicos was entitled to receive, Respondent violated RPC 1.15A(f).

**COUNT 6**

6. By failing to provide a written accounting after disbursing Bentonicos's funds and upon Bentonicos's request, Respondent violated RPC 1.4(a), RPC 1.4(b), and RPC 1.15A(e).

**COUNT 7**

7. By failing to respond to Michael Lascelle's grievance filed on behalf of



1 Bentonicos, failing to produce documents, and failing to appear for his deposition, Respondent  
2 violated RPC 8.4(l), ELC 1.5, and ELC 5.3.

3 **COUNT 8**

4 8. By using and converting Svetlana Lavrushchak's (Lavrushchak's) funds for his  
5 own benefit and/or the benefit of others, without entitlement to do so, Respondent violated RPC  
6 1.15A(b) and RPC 8.4(c).

7 **COUNT 9**

8 9. By failing to maintain Lavrushchak's funds in a trust account, Respondent violated  
9 RPC 1.15A(c)(1).

10 **COUNT 10**

11 10. By disbursing funds from his trust account when Lavrushchak claimed an interest  
12 in the funds, Respondent violated RPC 1.15A(g).

13 **COUNT 11**

14 11. By disbursing funds on behalf of a client or third person that exceeded the funds on  
15 deposit for that client or third person and by using one client's funds on behalf of another,  
16 Respondent violated RPC 1.15A(h)(8).

17 **COUNT 12**

18 12. By withdrawing fees from his trust account without first giving Lavrushchak a  
19 billing statement or written notice of his intent to withdraw fees, Respondent violated RPC  
20 1.15A(h)(3).

21 **COUNT 13**

22 13. By failing to provide Lavrushchak with a prompt written accounting after  
23 disbursing funds and by failing to provide Lavrushchak with an annual written accounting,  
24 Respondent violated RPC 1.15A(e) and RPC 1.4(a) and (b).



1 **COUNT 14**

2 14. By failing to cooperate with the investigation of Lavrushchak's grievance, failing  
3 to appear for his deposition, and failing to produce documents in response to a subpoena duces  
4 tecum, Respondent violated RPC 8.4(f), ELC 1.5, and ELC 5.3.

5 **COUNT 15**

6 15. By using and converting Alexander Danilyuk's (Danilyuk's) funds for his own  
7 benefit and/or the benefit of others, without entitlement to do so, Respondent violated RPC  
8 1.15A(b) and RPC 8.4(c).

9 **COUNT 16**

10 16. By failing to maintain Danilyuk's funds in a trust account, Respondent violated  
11 RPC 1.15A(c)(1).

12 **COUNT 17**

13 17. By withdrawing fees from his trust account without first giving Danilyuk a billing  
14 statement or written notice of his intent to withdraw fees, Respondent violated RPC  
15 1.15A(h)(3).

16 **COUNT 18**

17 18. By failing to provide Danilyuk with a prompt written accounting after disbursing  
18 funds, Respondent violated RPC 1.15A(e) and RPC 1.4(a) and (b).

19 **FINDINGS OF FACTS AND CONCLUSIONS OF LAW**  
20 **REGARDING RECOMMENDED SANCTION**

21 **Bentonicos Matter**

22 **Count 1**

23 19. Respondent acted knowingly and intentionally in converting and committing theft  
24 of Bentonicos's funds.



1        20. Bentonicos suffered actual injury in that it has been deprived of the \$100,000 it is  
2 entitled to receive. Respondent's conduct also seriously adversely reflects on his fitness to  
3 practice law, and diminishes public confidence in the legal profession.

4        21. The following standards of the American Bar Association's Standards for  
5 Imposing Lawyer Sanctions (ABA Standards) (1991 ed. & Feb. 1992 Supp.) presumptively  
6 apply to Count 1:

7        5.11 Disbarment is generally appropriate when:

- 8        (a) a lawyer engages in serious criminal conduct, a necessary element of  
9        which includes intentional interference with the administration of justice,  
10       false swearing, misrepresentation, fraud, extortion, misappropriation, or  
11       theft; or the sale, distribution or importation of controlled substances; or  
12       the intentional killing of another; or an attempt or conspiracy or  
13       solicitation of another to commit any of these offenses; or  
14       (b) a lawyer engages in any other intentional conduct involving dishonesty,  
15       fraud, deceit, or misrepresentation that seriously adversely reflects on the  
16       lawyer's fitness to practice.

17       4.11 Disbarment is generally appropriate when a lawyer knowingly converts  
18       client property and causes injury or potential injury to a client.

19       **Count 2**

20       22. Respondent acted knowingly and intentionally in failing to deposit and maintain  
21       Bentonicos's funds in a trust account.

22       23. There was actual and potential injury in that Bentonicos's funds were not protected  
23       in a trust account, and its ability to recover its \$100,000 from Respondent has been  
24       compromised.

25       24. The following standard of the ABA Standards presumptively apply to Count 2:

- 26       4.11 Disbarment is generally appropriate when a lawyer knowingly converts  
27       client property and causes injury or potential injury to a client.



1 **Count 3**

2 25. Respondent acted knowingly, with intent to benefit himself, in falsely representing  
3 to Walter Lessberg-Konig of Bentonicos and Nicole Toro of U.S. Customs and Border  
4 Protection that he had deposited the \$100,000 bond refund to his trust account and that he had  
5 erroneously delivered the funds to the wrong client.

6 26. There was actual and potential serious injury in that Respondent's  
7 misrepresentations delayed Bentonicos's discovery of Respondent's theft and Bentonicos's  
8 efforts to seek relief.

9 27. The following standard of the ABA Standards presumptively applies to Count 3:

10 4.61 Disbarment is generally appropriate when a lawyer knowingly deceives a  
11 client with the intent to benefit the lawyer or another, and causes serious  
injury or potential serious injury to a client.

12 **Count 4**

13 28. Respondent acted knowingly, with intent to benefit himself, in failing to notify  
14 Bentonicos of his receipt of the \$100,000 bond refund.

15 29. There was actual and potential serious injury in that Respondent's concealment  
16 denied Bentonicos information about its case and the opportunity to make informed decisions.  
17 By the time Bentonicos discovered that Respondent had received the \$100,000 bond refund,  
18 Respondent had converted all of Bentonicos's funds for his own benefit and/or the benefit of  
19 others.

20 30. The following standard of the ABA Standards presumptively applies to Count 4:

21 4.61 Disbarment is generally appropriate when a lawyer knowingly deceives a  
22 client with the intent to benefit the lawyer or another, and causes serious  
23 injury or potential serious injury to a client.  
24



1 **Count 5**

2 31. Respondent acted knowingly and intentionally in failing to deliver the funds that  
3 Bentonicos was entitled to receive.

4 32. Bentonicos suffered actual injury in that it has been deprived of its \$100,000.

5 33. The following standard of the ABA Standards presumptively applies to Count 5:

6 4.11 Disbarment is generally appropriate when a lawyer knowingly converts  
7 client property and causes injury or potential injury to a client.

8 **Count 6**

9 34. Respondent acted knowingly in failing to provide Bentonicos with a written  
10 accounting after disbursing Bentonicos's funds and upon Bentonicos's request.

11 35. There was actual and potential injury in that Bentonicos has been denied  
12 information about the location and use of its funds and the opportunity to make informed  
13 decisions about the representation.

14 36. The following standard of the ABA Standards presumptively applies to Count 6:

15 4.12 Suspension is generally appropriate when a lawyer knows or should  
16 know that he is dealing improperly with client property and causes injury  
or potential injury to a client.

17 **Count 7**

18 37. Respondent acted knowingly and intentionally, with the intent to benefit himself,  
19 in failing to cooperate with the Association's investigation of Bentonicos's grievance. Even  
20 after the Association filed a petition for Respondent's interim suspension and the Washington  
21 Supreme Court suspended Respondent from the practice of law pending his compliance with the  
22 investigation, Respondent continued to stonewall the investigation.

23 38. Respondent's conduct obstructed the investigation and required the Association to  
24 expend additional resources that could have been devoted to other matters. Respondent's



1 | conduct caused actual and potential serious injury to the disciplinary system and the profession.

2 | 39. The following standard of the ABA Standards presumptively applies to Count 7:

3 | 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in  
4 | conduct that is a violation of a duty owed as a professional with the intent  
5 | to obtain a benefit for the lawyer or another, and causes serious or  
6 | potentially serious injury to a client, the public, or the legal system.

6 | **Lavrushchak Matter**

7 | **Count 8**

8 | 40. Respondent knowingly converted Lavrushchak's funds for his own benefit and/or  
9 | the benefit of others.

10 | 41. Lavrushchak suffered actual and potential injury in that Respondent used  
11 | Lavrushchak's advance fees before he earned them. He also converted the \$2,000 designated  
12 | for Lavrushchak's refund, denying Lavrushchak funds that she was entitled to receive.

13 | 42. The following standard of the ABA Standards presumptively applies to Count 8:

14 | 4.11 Disbarment is generally appropriate when a lawyer knowingly converts  
15 | client property and causes injury or potential injury to a client.

16 | **Count 9**

17 | 43. Respondent acted knowingly in failing to maintain Lavrushchak's funds in a trust  
18 | account.

19 | 44. There was actual and potential injury in that Lavrushchak's funds were not  
20 | protected in a trust account, and were no longer available to refund Lavrushchak's advance fees  
21 | if Respondent failed to perform the work.

22 | 45. The following standard of the ABA Standards presumptively applies to Count 9:

23 | 4.11 Disbarment is generally appropriate when a lawyer knowingly converts  
24 | client property and causes injury or potential injury to a client.



1 **Count 10**

2 46. Respondent acted knowingly in disbursing Lavrushchak's \$2,000 to himself,  
3 despite Lavrushchak's request for a refund and Respondent's representation to Lavrushchak that  
4 he would refund \$2,000 to her. Furthermore, Respondent's billing statement to Lavrushchak  
5 acknowledged that \$1,750 of the \$2,000 constituted unearned fees.

6 47. There was actual and potential injury in that Lavrushchak's funds were not  
7 protected, she was denied funds that she was entitled to receive, and her ability to recover the  
8 funds from Respondent has been compromised.

9 48. The following standard of the ABA Standards presumptively applies to Count 10:

10 4.11 Disbarment is generally appropriate when a lawyer knowingly converts  
11 client property and causes injury or potential injury to a client.

12 **Count 11**

13 49. Respondent acted knowingly in disbursing funds in excess of the amounts that  
14 clients had on deposit in his trust account, causing shortages in the trust account. Respondent  
15 also acted knowingly in using one client's funds on behalf of another.

16 50. There was actual and potential injury to Respondent's clients in that their funds  
17 were not protected in a trust account and/or their funds were used for unauthorized purposes.

18 51. The following standard of the ABA Standards presumptively applies to Count 11:

19 4.12 Suspension is generally appropriate when a lawyer knows or should  
20 know that he is dealing improperly with client property and causes injury  
or potential injury to a client.

21 **Count 12**

22 52. Respondent acted knowingly in withdrawing fees from his trust account without  
23 first giving Lavrushchak a billing statement or written notice of his intent to withdraw the fees.

24 53. There was actual and potential injury in that Respondent's conduct was contrary to



1 his fee agreement and denied Lavrushchak the opportunity to object to Respondent's fees before  
2 the funds were removed from the trust account.

3 54. The following standard of the ABA Standards presumptively applies to Count 12:

4 4.12 Suspension is generally appropriate when a lawyer knows or should  
5 know that he is dealing improperly with client property and causes injury  
or potential injury to a client.

6 **Count 13**

7 55. Respondent acted knowingly in failing to provide Lavrushchak with a prompt  
8 accounting after disbursing her funds from the trust account and in failing to provide  
9 Lavrushchak an annual written accounting.

10 56. There was actual and potential injury in that Lavrushchak was denied information  
11 about the location and use of her funds and the opportunity to make informed decisions about  
12 the representation.

13 57. The following standard of the ABA Standards presumptively applies to Count 13:

14 4.12 Suspension is generally appropriate when a lawyer knows or should  
15 know that he is dealing improperly with client property and causes injury  
or potential injury to a client.

16 **Count 14**

17 58. Respondent acted knowingly in failing to cooperate with the Association's  
18 investigation of Lavrushchak's grievance.

19 59. Respondent's conduct obstructed the investigation and required the Association to  
20 expend additional resources that could have been devoted to other matters. Respondent's  
21 conduct caused actual and potential injury to the disciplinary system and the profession.

22 60. The following standard of the ABA Standards presumptively applies to Count 14:  
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1           7.2    Suspension is generally appropriate when a lawyer knowingly engages in  
2               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.

3    **Danilyuk Matter**

4    **Count 15**

5           61.   Respondent acted knowingly in converting Danilyuk's funds for his own benefit  
6               and/or the benefit of others.

7           62.   There was potential injury in that Respondent used funds designated as advance  
8               costs for his own benefit and/or the benefit of others and used Danilyuk's advance fees before  
9               they were earned.

10          63.   The following standard of the ABA Standards presumptively applies to Count 15:

11           4.11   Disbarment is generally appropriate when a lawyer knowingly converts  
12               client property and causes injury or potential injury to a client.

13    **Count 16**

14          64.   Respondent acted knowingly in failing to maintain Danilyuk's funds in a trust  
15               account.

16          65.   There was potential injury in that Danilyuk's funds were not protected in a trust  
17               account, where they would be available to pay Danilyuk's costs and refund Danilyuk's advance  
18               fees if Respondent failed to perform the work.

19          66.   The following standard of the ABA Standards presumptively applies to Count 15:

20           4.12   Suspension is generally appropriate when a lawyer knows or should  
21               know that he is dealing improperly with client property and causes injury  
              or potential injury to a client.

22    **Count 17**

23          67.   Respondent acted knowingly in withdrawing fees from his trust account without  
24               first giving Danilyuk a billing statement or written notice of his intent to withdraw the fees.



68. There was potential injury to Danilyuk in that he was denied the opportunity to dispute Respondent's fees before the funds were removed from the trust account.

69. The following standard of the ABA Standards presumptively applies to Count 17:

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.

**Count 18**

70. Respondent acted knowingly in failing to provide Danilyuk with a prompt written accounting after disbursing Danilyuk's funds from the trust account.

71. There was actual and potential injury in that Danilyuk was denied information about the location and use of his funds and the opportunity to make informed decisions about the representation.

72. The following standard of the ABA Standards presumptively applies to Count 18:

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.

73. The "ultimate sanction imposed should at least be consistent with the sanction for the most serious instance of misconduct among a number of violations." In re Disciplinary Proceeding Against Petersen, 120 Wn.2d 833, 854, 846 P.2d 1330 (1993) (quoting ABA Standards at 6).

74. The following aggravating factors set forth in Section 9.22 of the ABA Standards apply in this case:

- (b) dishonest or selfish motive;
- (d) multiple offenses;
- (g) refusal to acknowledge wrongful nature of conduct;
- (i) substantial experience in the practice of law (Respondent was admitted to practice in Washington in 1989);
- (j) indifference to making restitution.



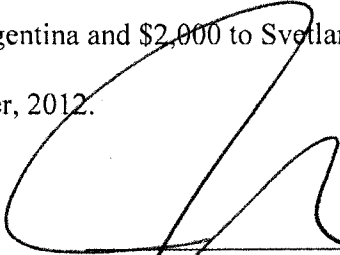
75. The following mitigating factor set forth in Section 9.32 of the ABA Standards applies to this case:

- (a) absence of a prior disciplinary record.

### RECOMMENDATION

76. Based on the ABA Standards and the applicable aggravating and mitigating factors, the Hearing Officer recommends that Respondent be disbarred and pay restitution in the amount of \$100,000 to Bentonicos de Argentina and \$2,000 to Svetlana Lavrushchak.

DATED this 8 day of November, 2012.

  
James M. Danielson  
Hearing Officer

### CERTIFICATE OF SERVICE

I certify that I caused a copy of the Findings of Fact, Conclusions and Rec to be delivered to the Office of Disciplinary Counsel and to be mailed to Bruce Hull, Respondent/Respondent's Counsel at 3800 15th Ave SE #130, by Certified/first class mail, born postage prepaid on the 8th day of November, 2012.

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# ATTACHMENT

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**FILED**

JUL 23 2012

**DISCIPLINARY BOARD**

BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re

**BRUCE MICHAEL HULL,**

Lawyer (Bar No. 18943).

Proceeding No. 12#00049

FORMAL COMPLAINT

Under Rule 10.3 of the Rules for Enforcement of Lawyer Conduct (ELC), the Washington State Bar Association (the Association) charges the above-named lawyer with acts of misconduct under the Rules of Professional Conduct (RPC) as set forth below.

**ADMISSION TO PRACTICE**

1. Respondent Bruce Michael Hull was admitted to the practice of law in the State of Washington on November 16, 1989.

**FACTS REGARDING COUNTS 1 THROUGH 7**

**(Bentonicos Matter)**

2. Bentonicos de Argentina (Bentonicos) is a company that owns and operates fishing vessels.

3. In or around May 2010, Bentonicos posted a \$100,000 cash bond with U.S.



1 Customs and Border Protection to obtain entry to the Port of Honolulu (Port) for its ship, Tango

2 II.

3 4. Around the end of 2010 or beginning of 2011, Tango II departed the Port.

4 5. Bentonicos hired Respondent to represent the company in obtaining a refund of the  
5 \$100,000 cash bond.

6 6. On or about February 4, 2011, Respondent submitted a request to the Port for  
7 reimbursement of Bentonicos's \$100,000 bond. The Port approved the request by February 11,  
8 2011.

9 7. On or about March 7, 2011, the National Finance Center issued a check, payable to  
10 Respondent, in the amount of \$100,000 to refund the cash bond posted by Bentonicos.

11 8. On or about March 10, 2011, Respondent endorsed the \$100,000 check and  
12 deposited it to his US Bank business account #7674 (business account), which was not a trust  
13 account.

14 9. Because Respondent's business account had a negative balance, the \$100,000  
15 deposit resulted in a balance of only \$99,974.57.

16 10. On or about March 11, 2011, Respondent transferred \$80,000 from his business  
17 account to his US Bank trust account #1148 (trust account).

18 11. Respondent did not disburse any of the \$80,000 in his trust account to Bentonicos.  
19 Respondent used the funds for his own benefit and/or the benefit of others, without entitlement  
20 to do so, resulting in the following trust account balances:

21 a. As of March 31, 2011, the balance in the trust account was \$50,025.89;

22 b. As of April 30, 2011, the balance in the trust account was \$30,025.89;

23 c. As of May 31, 2011, the balance in the trust account was \$13,025.89;



1 d. As of June 30, 2011, July 31, 2011, August 31, 2011, September 30, 2011,  
2 and/or October 31, 2011, the balance in the trust account was \$25.89.

3 12. On or about March 11, 2011, Respondent transferred \$10,000 from his business  
4 account to his US Bank personal account #6457 (personal account), which was not a trust  
5 account.

6 13. Respondent did not disburse any of the \$10,000 in his personal account to  
7 Bentonicos. Respondent used the funds for his own benefit and/or the benefit of others, without  
8 entitlement to do so, resulting in the following personal account balances:

9 a. As of March 31, 2011, the balance in the personal account was \$1,132.93;

10 b. As of May 31, 2011, the balance in the personal account was \$240.73;

11 c. As of June 13, 2011, the balance in the personal account was negative.

12 14. On or about March 11, 2011, Respondent disbursed \$540.68 from his business  
13 account to Andrew Hull, resulting in a balance of \$9,433.89.

14 15. Respondent did not disburse any of the \$9,433.89 in his business account to  
15 Bentonicos. Respondent used the funds for his own benefit and/or the benefit of others, without  
16 entitlement to do so, resulting in a June 30, 2011 balance in the business account of \$81.10.

17 16. Respondent did not notify Bentonicos of his receipt of the \$100,000 bond refund.

18 17. One or more representatives of Bentonicos attempted to contact Respondent to  
19 learn the status of the bond refund, but Respondent did not respond.

20 18. On or about June 21, 2011, Walter Lessberg-Konig, President of Bentonicos,  
21 contacted Nicole Toro of U.S. Customs and Border Protection at the Port and learned that the  
22 bond refund check had been issued to Respondent in March 2011.

23 19. On or about June 21, 2011, Mr. Lessberg-Konig contacted Respondent to inquire  
24



1 whether he had received the refund check.

2 20. On or about June 28, 2011, Ms. Toro also contacted Respondent to inquire whether  
3 he had received the refund check.

4 21. On or about June 29, 2011, Respondent informed Ms. Toro that he received the  
5 refund check, deposited it to his trust account, and wired the funds out, but the funds "might not  
6 have gone to the proper account so we are sorting this out."

7 22. On or about June 29, 2011, Respondent informed Mr. Lessberg-Konig that he was  
8 still working on the bond refund, stating "it appears the funds were sent to the wrong client and  
9 we are working on getting the transfer reversed."

10 23. On or about July 1, 2011, Mr. Lessberg-Konig asked Respondent to wire the  
11 \$100,000 to Bentonicos's account by July 5, 2011.

12 24. On or about July 5, 2011, Respondent informed Mr. Lessberg-Konig that he "will  
13 revert tomorrow." However, Respondent did not deliver any funds to Bentonicos.

14 25. On or about July 7, 2011, Mr. Lessberg-Konig contacted Respondent for an update  
15 on Respondent's delivery of the \$100,000 to Bentonicos.

16 26. On or about July 8, 2011, Respondent informed Mr. Lessberg-Konig that he was  
17 still trying to get the funds back and would give Bentonicos his own funds if he was unable to  
18 retrieve the money in the time frame that Bentonicos desired.

19 27. Bentonicos hired lawyer Michael Lascelle to assist the company in retrieving the  
20 \$100,000 from Respondent.

21 28. On or about July 8, 2011, Mr. Lascelle began asking Respondent for information  
22 about his handling of the bond refund and demanding that Respondent deliver the \$100,000 to  
23 Bentonicos.



1        29. Respondent did not provide an accounting or deliver any funds to Bentonicos.

2        30. On or about August 31, 2011, Mr. Lascelle filed a grievance on behalf of  
3 Bentonicos with the Association.

4        31. On or about September 6, 2011, the Association sent Respondent a letter  
5 requesting his response to Mr. Lascelle's grievance. Respondent did not respond.

6        32. On or about October 12, 2011, the Association sent Respondent a "10-day" letter  
7 requiring Respondent's response to the grievance within 10 days or the Association would issue  
8 a subpoena for Respondent's deposition. Respondent did not respond.

9        33. On or about October 27, 2011, the Association issued a subpoena duces tecum  
10 commanding Respondent to appear for his deposition on November 22, 2011 and to produce  
11 documents.

12        34. Respondent was personally served with the subpoena duces tecum on November 1,  
13 2011.

14        35. On or about November 4, 2011, Respondent requested a continuance of his  
15 deposition because he was scheduled for surgery on November 11, 2011 and had Thanksgiving  
16 plans.

17        36. On or about November 7, 2011, the Association sent Respondent a letter agreeing  
18 to continue Respondent's deposition to December 8, 2011, but instructing Respondent to deliver  
19 documents responsive to the subpoena by November 30, 2011.

20        37. Respondent did not deliver any documents to the Association by November 30,  
21 2011.

22        38. On or about December 7, 2011, Respondent sent the Association an email stating  
23 that he was unable to attend his December 8, 2011 deposition for medical reasons.  
24



1       39. Subsequently, on December 7, 2011, the Association sent Respondent an email  
2 stating that his deposition was not cancelled, and instructing him to telephone disciplinary  
3 counsel.

4       40. When Respondent did not contact disciplinary counsel, the Association sent  
5 Respondent a letter instructing him to appear for his deposition and to produce documents, but  
6 stating that, if it was Respondent's position that he could not safely appear, he was required to  
7 produce documents and health care releases by December 12, 2011.

8       41. On or about December 8, 2011, Respondent sent the Association an email stating  
9 that he would send a health care release when he got to his office later that morning.

10       42. Respondent did not appear for his December 8, 2011 deposition.

11       43. Respondent provided health care releases on December 8, 2011 and December 14,  
12 2011. However, Respondent did not produce any documents responsive to the subpoena or  
13 agree to a date when he would appear for his deposition.

14       44. On or about December 9, 2011, Respondent sent the Association an email stating  
15 that it would be best to "do everything after the holiday."

16       45. On or about January 4, 2012, the Association sent Respondent an email reiterating  
17 the Association's request for information about Respondent's medical condition, the date when  
18 he would produce documents, and the date when he would appear for his deposition.

19       46. On or about January 5, 2012, Respondent sent the Association an email stating that  
20 he would get the information to the Association.

21       47. Respondent did not provide any information following his January 5, 2012 email.

22       48. On or about February 8, 2012, the Association issued another subpoena duces  
23 tecum commanding Respondent to appear for his deposition on February 22, 2012 and to  
24



1 produce documents.

2 49. Respondent was personally served with the subpoena on February 8, 2012 at his  
3 Bellevue law office.

4 50. On or about February 22, 2012, Respondent sent the Association an email stating  
5 that he could not attend his deposition because he had taken ill.

6 51. The Association informed Respondent that, given the limited information provided  
7 about Respondent's condition and his failure to cooperate, the Association was not cancelling or  
8 continuing his deposition.

9 52. Respondent did not appear for his February 22, 2012 deposition or produce any  
10 documents.

11 53. Subsequently, on February 22, 2012, the Association sent Respondent a letter  
12 informing him that the Association would file a petition for his interim suspension based on his  
13 failure to cooperate with the grievance investigation, and would not withdraw the petition until  
14 he had fully cooperated.

15 54. On or about February 24, 2012, the Association filed a petition with the Supreme  
16 Court of Washington seeking Respondent's interim suspension under ELC 7.2(a)(3).

17 55. On or about March 1, 2012, the Supreme Court issued an Order to Show Cause.

18 56. Respondent was personally served with the petition for interim suspension and the  
19 Order to Show Cause.

20 57. Respondent did not respond to the petition for interim suspension or the Order to  
21 Show Cause.

22 58. On or about April 9, 2012, the Supreme Court entered an order suspending  
23 Respondent from the practice of law pending his compliance with the Association's  
24



1 investigation.

2 59. Respondent has not submitted a response to Mr. Lascelle's grievance, produced  
3 documents responsive to the subpoenas, and/or rescheduled his deposition.

4 **COUNT 1**

5 60. By converting and/or committing theft of Bentonicos's funds, Respondent violated  
6 RPC 1.15A(b), RPC 8.4(b) [by committing the crime of theft, RCW 9A.56.030 et seq.], RPC  
7 8.4(c), and/or RPC 8.4(i).

8 **COUNT 2**

9 61. By failing to deposit and/or maintain Bentonicos's funds in a trust account,  
10 Respondent violated RPC 1.15A(c).

11 **COUNT 3**

12 62. By falsely representing to Mr. Lessberg-Konig and/or others, on one or more  
13 occasions, that he deposited the \$100,000 bond refund to his trust account and/or that he  
14 erroneously delivered the funds to the wrong client, Respondent violated RPC 1.4(a), RPC  
15 1.4(b), and/or RPC 8.4(c).

16 **COUNT 4**

17 63. By failing to notify Bentonicos of his receipt of the \$100,000 bond refund,  
18 Respondent violated RPC 1.4(a), RPC 1.4(b), and/or RPC 1.15A(d).

19 **COUNT 5**

20 64. By failing to promptly deliver all funds that Bentonicos was entitled to receive,  
21 Respondent violated RPC 1.15A(f).

22 **COUNT 6**

23 65. By failing to provide a written accounting after disbursing Bentonicos's funds  
24 and/or upon Bentonicos's request, Respondent violated RPC 1.4(a), RPC 1.4(b), and/or RPC



1 1.15A(e).

2 **COUNT 7**

3 66. By failing to respond to Mr. Lascelle's grievance, failing to produce documents,  
4 and/or failing to appear for his deposition, Respondent violated RPC 8.4(I), ELC 1.5, and/or  
5 ELC 5.3.

6 **FACTS REGARDING COUNTS 8 THROUGH 14**

7 **(Lavrushchak Matter)**

8 67. In or around spring 2009, Svetlana Lavrushchak hired Respondent to represent her  
9 in the modification of her home loan.

10 68. Respondent's office told Ms. Lavrushchak that Respondent charged \$4,500 for a  
11 "plain" loan modification.

12 69. On or about May 4, 2009, Ms. Lavrushchak paid Respondent \$1,500.

13 70. On or about June 11, 2009, Respondent's office provided Ms. Lavrushchak with a  
14 written fee agreement.

15 71. The fee agreement provided for a \$4,500 "retainer" that would be deposited to  
16 Respondent's trust account. Out of the \$4,500, Respondent's fee agreement charged:

- 17 a. \$1,500 as a flat fee for "preliminary investigation, audit and analysis," which  
18 included \$1,000 for an audit of Ms. Lavrushchak's financial documents by Pavel  
19 Rombakh, a former mortgage broker, and \$500 for Respondent's fee to review  
20 the audit and consult with Ms. Lavrushchak; and  
21 b. \$1,000 for Respondent's fee to submit the loan modification application.

22 72. The fee agreement also provided that:

- 23 a. If the loan modification was not successful, Ms. Lavrushchak would receive a  
24 refund of the remaining \$2,000;



1           b. If the loan modification was successful, Ms. Lavrushchak would be charged

2           \$1,740 in attorney's fees plus 1% of the original loan amount; and

3           c. Ms. Lavrushchak "will be invoiced monthly. Payment on each invoice will  
4           come first from the retainer deposit."

5           73. Ms. Lavrushchak paid Respondent the remainder of the \$4,500 as follows: \$1,000  
6 cash on or about June 16, 2009; \$1,000 cash on or about June 29, 2009; and \$1,000 cash on or  
7 about July 27, 2009.

8           74. Respondent deposited Ms. Lavrushchak's payments to his Wells Fargo trust  
9 account #4191, as follows: \$1,500 on or about May 5, 2009; \$1,000 on or about June 16, 2009;  
10 \$1,000 on or about June 29, 2009; and \$1,000 on or about July 27, 2009.

11           75. On or about May 15, 2009, Respondent issued Check 1030 from his trust account  
12 to Mr. Rombakh's company, Nedwood Finance, which included \$500 toward the audit of Ms.  
13 Lavrushchak's financial documents.

14           76. After Check 1030 was processed by the bank, Respondent's trust account should  
15 have contained at least \$1,000 for Ms. Lavrushchak, but the balance was only \$960.81.  
16 Respondent's trust account was short at least \$39.19 in client funds.

17           77. On or about May 22, 2009, Respondent issued Check 1032 from his trust account  
18 to Nedwood Finance, which included the final \$500 for the audit of Ms. Lavrushchak's  
19 financial documents.

20           78. After Check 1032 was processed by the bank, until June 9, 2009, Respondent's  
21 trust account should have contained at least \$500 for Ms. Lavrushchak, but the June 2, 2009  
22 balance was negative <\$491.19>. Respondent's trust account was short at least \$991.19.

23           79. After depositing additional funds to his trust account, Respondent made a June 9,  
24



1 2009 transfer from his trust account to his business account, which included \$500 for his fee to  
2 review the audit in Mr. Lavrushchak's case.

3 80. Between June 16, 2009 and July 13, 2009, Respondent withdrew \$1,000 from his  
4 trust account for his fee to submit Ms. Lavrushchak's loan modification application even though  
5 Respondent did not submit Ms. Lavrushchak's loan modification application until September  
6 25, 2009.

7 81. On or about December 4, 2009, Ms. Lavrushchak discharged Respondent.

8 82. In or around spring 2010, Ms. Lavrushchak requested a refund of her \$4,500  
9 because she was dissatisfied with Respondent's representation.

10 83. On or about August 19, 2010, Respondent issued Check 1057 in the amount of  
11 \$2,000 from his trust account to Ms. Lavrushchak as a refund, along with an August 19, 2010  
12 billing statement indicating that Ms. Lavrushchak had a "credit balance" of \$1,750.

13 84. The August 19, 2010 billing statement was the only billing statement that  
14 Respondent provided to Ms. Lavrushchak.

15 85. On or about September 14, 2010, before Ms. Lavrushchak negotiated the refund  
16 check, Respondent stopped payment on the check.

17 86. On the same date, September 14, 2010, Respondent transferred \$2,000 from his  
18 trust account to his business account as his fee in Ms. Lavrushchak's case even though Ms.  
19 Lavrushchak disputed Respondent's fee.

20 87. Respondent did not bill Ms. Lavrushchak or otherwise notify her in writing of his  
21 intent to withdraw the \$2,000 from his trust account.

22 88. Respondent did not provide Ms. Lavrushchak with an accounting.

23 89. In or around summer 2010, Ms. Lavrushchak filed a grievance with the  
24



1 Association.

2 90. During the investigation of Ms. Lavrushchak's grievance, the Association sent  
3 Respondent a September 23, 2011 letter requesting additional information and documents.  
4 Respondent did not respond.

5 91. On or about October 27, 2011, the Association sent Respondent a "10-day" letter  
6 requiring Respondent's response within 10 days or the Association would issue a subpoena for  
7 Respondent's deposition. Respondent did not respond.

8 92. On or about March 1, 2012, the Association issued a subpoena duces tecum  
9 commanding Respondent to appear for his deposition on March 27, 2012 and to produce  
10 documents.

11 93. Respondent was personally served with the subpoena on March 5, 2012.

12 94. Respondent did not appear for his deposition or produce documents responsive to  
13 the subpoena.

14 **COUNT 8**

15 95. By using and/or converting Ms. Lavrushchak's funds for his own benefit and/or  
16 the benefit of others, without entitlement to do so, Respondent violated RPC 1.15A(b) and/or  
17 RPC 8.4(c).

18 **COUNT 9**

19 96. By failing to maintain Ms. Lavrushchak's funds in a trust account, Respondent  
20 violated RPC 1.15A(c)(1).

21 **COUNT 10**

22 97. By disbursing funds from his trust account when Ms. Lavrushchak claimed an  
23 interest in the funds, Respondent violated RPC 1.15A(g).



1 **COUNT 11**

2 98. By disbursing funds on behalf of a client or third person that exceeded the funds on  
3 deposit for that client or third person and/or by using one client's funds on behalf of another,  
4 Respondent violated RPC 1.15A(h)(8).

5 **COUNT 12**

6 99. By withdrawing fees from his trust account without first giving Ms. Lavrushchak a  
7 billing statement and/or written notice of his intent to withdraw fees, Respondent violated RPC  
8 1.15A(h)(3).

9 **COUNT 13**

10 100. By failing to provide Ms. Lavrushchak with a prompt written accounting after  
11 disbursing funds and/or by failing to provide Ms. Lavrushchak with an annual written  
12 accounting, Respondent violated RPC 1.15A(e) and/or RPC 1.4(a) and/or (b).

13 **COUNT 14**

14 101. By failing to cooperate with the grievance investigation, failing to appear for his  
15 deposition, and/or failing to produce documents in response to a subpoena duces tecum,  
16 Respondent violated RPC 8.4(l), ELC 1.5, and/or ELC 5.3.

17 **FACTS REGARDING COUNTS 15 THROUGH 18**

18 **(Danilyuk Matter)**

19 102. In or around spring 2009, Alexander Danilyuk hired Respondent to represent him  
20 in the modification of his home loan.

21 103. Respondent and Mr. Danilyuk did not enter into a written fee agreement.

22 104. On or about April 15, 2009, Mr. Danilyuk paid Respondent \$1,500.

23 105. Respondent deposited Mr. Danilyuk's \$1,500 to his Wells Fargo trust account  
24 #4191 on or about April 16, 2009.



1 106. On or about April 23, 2009, Respondent transferred \$1,000 of Mr. Danilyuk's  
2 funds from his trust account to his Wells Fargo business account #6758.

3 107. Respondent did not bill Mr. Danilyuk or otherwise notify him in writing of his  
4 intent to withdraw the \$1,000 from his trust account.

5 108. At the time Respondent withdrew the \$1,000 from his trust account, neither  
6 Respondent nor his staff had done sufficient work on Mr. Danilyuk's case to earn the \$1,000.  
7 Furthermore, \$500 of the \$1,000 was designated to pay one-half the cost of an audit of Mr.  
8 Danilyuk's financial documents by Pavel Rombakh.

9 109. Respondent used Mr. Danilyuk's \$1,000 for his own benefit and/or the benefit of  
10 others, without entitlement to do so. As of May 26, 2009, the balance in the business account  
11 was negative <\$6,001.19>.

12 110. On or about May 1, 2009, Respondent issued Check 1025 from his trust account to  
13 Nedwood Finance, which included \$500 toward the audit of Mr. Danilyuk's financial  
14 documents.

15 111. On or about May 22, 2009, Respondent issued Check 2994 from his business  
16 account to Nedwood Finance, which included the final \$500 for the audit of Mr. Danilyuk's  
17 financial documents.

18 112. On or about July 24, 2009, Respondent met with Mr. Danilyuk and Mr. Rombakh  
19 to discuss the audit and Mr. Danilyuk's case.

20 113. Mr. Danilyuk decided not to go forward with the loan modification, ending  
21 Respondent's representation.

22 114. Respondent did not provide Mr. Danilyuk with an accounting.

23 **COUNT 15**

24 115. By using and/or converting Mr. Danilyuk's funds for his own benefit and/or the



benefit of others, without entitlement to do so, Respondent violated RPC 1.15A(b) and/or RPC 8.4(c).

**COUNT 16**

116. By failing to maintain Mr. Danilyuk's funds in a trust account, Respondent violated RPC 1.15A(c)(1).

**COUNT 17**

117. By withdrawing fees from his trust account without first giving Mr. Danilyuk a billing statement and/or written notice of his intent to withdraw fees, Respondent violated RPC 1.15A(h)(3).

**COUNT 18**

118. By failing to provide Mr. Danilyuk with a prompt written accounting after disbursing funds, Respondent violated RPC 1.15A(e) and/or RPC 1.4(a) and/or (b).

THEREFORE, Disciplinary Counsel requests that a hearing be held under the Rules for Enforcement of Lawyer Conduct. Possible dispositions include disciplinary action, probation, restitution, and assessment of the costs and expenses of these proceedings.

Dated this 23<sup>rd</sup> day of July, 2012.



Marsha Matsumoto, Bar No. 15831  
Senior Disciplinary Counsel





JEFFERS, DANIELSON,  
SONN & AYLWARD, P.S.

*Established 1946*

November 8, 2012

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**VIA E-MAIL:** allisons@wsba.org

Ms. Allison Sato  
Clerk of the Disciplinary Board  
Washington State Bar Association  
1325 Fourth Avenue, Suite 600  
Seattle, WA 98101-2539

Re: WSBA v. Bruce M. Hull  
Proceeding No. 12#00049

Dear Allison:

Enclosed is the signed Findings of Fact, Conclusions of Law, and Recommendation, which I have signed. Please file and serve upon the parties. Thank you for your assistance.

Sincerely,

JAMES M. DANIELSON

JMD:jod  
Enclosure

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