

FILED

Feb 4, 2025

Disciplinary
Board

Docket # 038

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re
PHILIP SAINT JOHN WAKEFIELD,
Lawyer (Bar No. 22599).

Proceeding No. 23#00023

ODC File No. 18-00540

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 Kathy Jo Blake, Respondent's Counsel Kevin M. Bank and Respondent lawyer Philip Saint John Wakefield.

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 avoid the risk, time, expense attendant to further proceedings.

I. ADMISSION TO PRACTICE

1. Respondent was admitted to practice law in the State of Washington on June 6, 1993.

II. STIPULATED FACTS

2. Respondent owns Snohomish Law Group (SLG), a practice focused in the area of criminal defense and personal injury law.

3. Respondent maintained an Interest on Lawyer's Trust Account (trust account) ending in 1551, at Banner Bank for the deposit of client funds.

4. On April 3, 2018, ODC received a Notice of Non-Sufficient Funds from Banner Bank stating that check #2393 for \$13,986 was presented against insufficient funds on March 28, 2018, and was not paid. Based on the overdraft, ODC opened an investigation into Respondent's handling of client funds. The investigation included reconstructing Respondent's trust account records for the period of January 1, 2017, through December 31, 2018 (the audit period).

5. During the audit period, Respondent did not maintain a complete and/or accurate check register, did not maintain client ledgers, and did not perform accurate bank statement reconciliations or client ledger reconciliations.

6. During the audit period, Respondent had an ongoing shortage of funds in the trust account.

7. During the audit period, Respondent failed to maintain client and/or third person funds in the trust account related to at least eight different clients.

8. On at least four occasions during the audit period, Respondent was unable to timely disburse to some clients and third parties the settlement funds to which they were entitled because

Respondent had already used the settlement funds on behalf of an unrelated client or third party.

9. On multiple occasions during the audit period, Respondent was unable to promptly disburse funds to which some clients and third parties were entitled until Respondent received new, unrelated settlement funds.

10. On one occasion during the audit period, Respondent was unable to pay a third party for whom Respondent should have been holding funds in trust until Respondent took out a personal loan.

11. On at least nine occasions during the audit period, Respondent disbursed more funds than a client had on deposit or used one client's funds on behalf of another client.

12. Respondent has since cured the shortage of funds identified in the audit period.

13. Respondent is currently keeping compliant trust account records.

III. STIPULATION TO MISCONDUCT

1. By failing to maintain client and/or third person funds in a trust account, Respondent violated RPC 1.15A(c).

2. By failing to promptly deliver to clients and/or third persons funds they were entitled to receive, Respondent violated RPC 1.15A(f) and/or RPC 1.3.

3. By disbursing more funds than clients had on deposit and/or by using one client's funds on behalf of another, Respondent violated RPC 1.15A(h)(8).

4. By failing to maintain client ledgers and a complete, accurate, and/or current check register, Respondent violated RPC 1.15A(h)(2) and RPC 1.15B(a)(1) and RPC 1.15B(a)(2).

5. 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 sum of the client ledgers, Respondent

violated RPC 1.15A(h)(6) and RPC 1.15B(a)(8).

IV. PRIOR DISCIPLINE

6. Respondent has no prior discipline.

V. APPLICATION OF ABA STANDARDS

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

4.1 *Failure to Preserve the Client's Property*

Absent aggravating or mitigating circumstances, upon application of the factors set out in 3.0, the following sanctions are generally appropriate in cases involving the failure to preserve client 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.

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

8. Respondent should have known that Respondent was not appropriately safeguarding client funds and not keeping required trust account records.

9. Respondent's clients and third parties suffered actual injury because their funds were not protected and they experienced a delay in receiving funds to which they were entitled.

10. The presumptive sanction is suspension under ABA Standard 4.12.

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

(c) a pattern of misconduct;

(d) multiple offenses; and

(i) substantial experience in the practice of law [Wakefield was admitted in June 9, 1993].

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

- 1 (a) absence of a prior disciplinary record (Respondent has been in practice for 31 years
2 and has no prior discipline);
3 (c) personal problems (see Confidential Appendix A);and
4 (l) remorse.

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

7 14. On balance the aggravating and mitigating factors do not require a departure from the
8 presumptive sanction.

9 VI. STIPULATED DISCIPLINE

10 15. The parties stipulate that Respondent shall receive an eight-month suspension for
11 Respondent's conduct.

12 16. Respondent will be subject to probation for a period of two years commencing upon
13 Respondent's reinstatement to the practice of law, with periodic reviews under ELC 13.8 of their
14 trust account practices, and must comply with the specific probation terms set forth below:

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

- 1 ii) Months 4 – 6. By no later than the 30th day of the seventh month after the
2 commencement of probation, Respondent shall provide the trust account
3 records from the end of the previously provided quarter through the end of
4 month six.
- 5 iii) Months 7 – 9. By no later than the 30th day of the tenth month after the
6 commencement of probation, Respondent shall provide the trust account
7 records from the end of the previously provided quarter through the end of
8 month nine.
- 9 iv) Months 10 – 12. By no later than the 30th day of the thirteenth month after
10 the commencement of probation, Respondent shall provide the trust account
11 records from the end of the previously provided quarter through the end of
12 month twelve.
- 13 v) Months 13 – 15. By no later than the 30th day of the sixteenth month after
14 the commencement of probation, Respondent shall provide the trust account
15 records from the end of the previously provided quarter through the end of
16 month fifteen.
- 17 vi) Months 16 – 18. By no later than the 30th day of the nineteenth month after
18 the commencement of probation, Respondent shall provide the trust account
19 records from the end of the previously provided quarter through the end of
20 month eighteen.
- 21 vii) Months 19 – 21. By no later than the 30th day of the twenty-second month
22 after the commencement of probation, Respondent shall provide the trust
23 account records from the end of the previously provided quarter through the
24 end of month twenty-one.

The trust account records Respondent provides to ODC for each quarterly review of Respondent's 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.

- 21 e) On the same quarterly time schedule set forth in the preceding paragraph, Respondent
22 will provide ODC's Audit Manager or designee with copies of any and all fee
23 agreements entered into within the time period at issue.
- 24 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

1 twenty days of a request from ODC's Audit Manager or designee for additional
2 records needed to verify Respondent's compliance with RPC 1.15A and/or RPC
3 1.15B, Respondent will provide ODC's Audit Manager or designee the additional
4 records requested.

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

10 17. As a condition of reinstatement from suspension, Respondent shall complete the
11 following steps to determine whether any funds are owed to clients or third parties:

12 **VII. RESTITUTION**

13 18. Respondent shall pay restitution as follows:

- 14 • \$7,500 to BlueCross/Blue Shield on behalf of client R.L.
15 • \$2,352.52 to State Collections for Multicare on behalf of client E.R. or to E.R. if

16 State Collections for Multicare waives their interest in the funds.

17 Respondent shall pay interest on those funds, at a rate of 12%, calculated from October
18 1, 2024. Reinstatement is conditioned on full payment of restitution, with interest.

19 **VIII. COSTS AND EXPENSES**

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

25 **IX. VOLUNTARY AGREEMENT**

26 20. Respondent states that prior to entering into this Stipulation Respondent has consulted
27 independent legal counsel regarding this Stipulation, that Respondent is entering into this

1 Stipulation voluntarily, and that no promises or threats have been made by ODC, the Association,
2 nor by any representative thereof, to induce the Respondent to enter into this Stipulation except
3 as provided herein.

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

6 **X. LIMITATIONS**

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

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

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

21 25. Under ELC 9.1(d)(4), the Disciplinary Board reviews a stipulation based solely on the
22 record agreed to by the parties. Under ELC 3.1(b), all documents that form the record before the
23 Board for its review become public information on approval of the Stipulation by the Board,

1 unless disclosure is restricted by order or rule of law

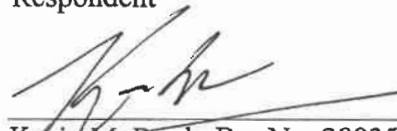
2 26. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will
3 be followed by the disciplinary action agreed to in this Stipulation. All notices required in the
4 Rules for Enforcement of Lawyer Conduct will be made. Respondent represents that, in addition
5 to Washington,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

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

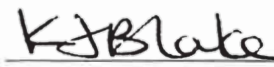
11 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
12 Suspension as set forth above.

13 
14 Philip Saint John Wakefield, Bar No. 22599
15 Respondent

Dated: September 18, 2024

16 
17 Kevin M. Bank, Bar No. 28935
18 Counsel for Respondent

Dated: September 19, 2024

19 
20 Kathy Jo Blake, Bar No. 29235
21 Managing Disciplinary Counsel

Dated: October 4, 2024