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FILED

May 6, 2022

Disciplinary
Board

Docket # 133

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re
STEPHEN KENNETH
MONRO

Lawyer (Bar No. 26075).

Proceeding No. 19#00038

**AMENDED HEARING OFFICER'S
DECISION**

THIS MATTER came before the undersigned Hearing Officer on December 9 through December 17, 2021, pursuant to Rule 10.13 of the Rules for Enforcement of Lawyer Conduct (ELC). Respondent Stephen Kenneth Monro appeared, being represented by Kellan Byrne, and the Office of Disciplinary Counsel (ODC) was represented by Marsha Matsumoto. Disciplinary Counsel has the burden of establishing acts of misconduct by a clear preponderance of the evidence.

FORMAL COMPLAINT

The Respondent was charged by Formal Complaint, dated September 11, 2019, with fourteen counts of violation of the Rules of Professional Conduct (RPC):

COUNT 1

By using and/or converting client funds of SW, TC, KF, PR, SA, Estate of JK and/or other clients, Respondent violated RPC 1.15A(b) and/or RPC 8.4(b) [RCW 9A.56.020 *et seq.*] and/or RPC 8.4(c) and/or RPC 8.4(i).

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COUNT 2

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

COUNT 3

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

COUNT 4

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

COUNT 5

By failing to provide clients with a billing statement or written notice of his intent to withdraw earned fees, Respondent violated RPC 1.15A(H)(3) and/or RPC 1.4.

COUNT 6

By failing, in contingent fee matters, to provide clients with a written statement and/or accurate written statement showing the outcome of the matter, including the remittance to the client and the method of its determination, Respondent violated RPC 1.5(c) and/or RPC 1.4 and/or RPC 8.4(c).

COUNT 7

By failing to provide a written accounting after disbursing funds from trust, Respondent violated RPC 1.15A(e).

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COUNT 8

By charging and/or collecting an unreasonable fee in the Estate of JK, SA and/or other matters, Respondent violated RPC 1.5(a).

COUNT 9

By commingling lawyer funds with client funds in a trust account, Respondent violated RPC 1.15A(c) and/or RPC 1.15A(h)(1).

COUNT 10

By failing to maintain complete and/or current trust account records, Respondent violated RPC 1.15 A(h)(2) and/or RPC 1.15B.

COUNT 11

By making one or more misrepresentations to ODC during a grievance investigation, testifying falsely at his deposition, fabricating document(s), and/or submitting document(s) to ODC knowing them to be false, Respondent violated RPC 8.4(b) [RCW 9A.60.020 (forgery) and/or RCW 9A.72.040 (false swearing)] and/or RPC 8.4(c) and/or RPC 8.4(d) and/or RRPC 8.1(a) and/or RPC 8.4(l).

COUNT 12

By making false statements to SA and/or JA, Respondent violated RPC 8.4(c) and/or RPC 1.4.

COUNT 13

1 By making false statements to L&I and/or other third persons, Respondent
2 violated RPC 4.1(a) and/or RPC 8.4(c).

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4 **COUNT 14**

5 By using and/or converting client funds owed to third persons and/or Ms.
6 Dahl, Respondent Violated RPC 1.15A(b) and/or RPC 1.15A(c)(1) and/or RPC
7 8.4(c).

8 **HEARING**

9 At the hearing held on December 9 through December 17, 2021, witnesses
10 were sworn and presented testimony, including Tracy Sambrano, Rhiannon
11 Lockwood, SW, Doris Holland, Jason Ashbaugh, SA, JA, Elizabeth Jenson, John
12 Feldman, JD, KR, Steven Monro, Michael Nelson, Catherine Sabe and James West,
13 and exhibits were admitted into evidence. Having considered the evidence and
14 argument of counsel, the Hearing Officer makes the following Findings of Fact,
15 Conclusions and Recommendation.

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17 **FINDINGS OF FACT**

18 The following Findings of Fact are based upon the evidence presented at the
19 hearing as well as the exhibits presented by the ODC and the Respondent.

20 1. Respondent was admitted to the practice of law in the State of Washington
21 on October 22, 1996.

22 2. Respondent maintained an Interest on Lawyer's Trust Account, ending in
23 6031, at Key Bank for the deposit of client funds (Key Bank trust account).

1 3. Respondent maintained a general account, ending in 3203, at Key Bank,
2 known as the "Cost Account" (Key Bank general account).

3 4. Since at least July 2014, Respondent also maintained a general account,
4 ending in 4794, at Opus Bank (Opus Bank general account).

5 5. In or around May 2016, Respondent opened an Interest on Lawyer's Trust
6 Account, ending in 3043, at Opus Bank for the deposit of client funds (Opus Bank
7 trust account).

8 6. Respondent seldom used the Opus Bank trust account until around January
9 2017.

10 7. Respondent was the only authorized signor on the Key Bank and Opus Bank
11 trust accounts.

12 8. Respondent personally signed all of the checks drawn on the Key Bank and
13 Opus Bank trust accounts.

14 9. Respondent personally made all telephone and counter withdrawals from the
15 Key Bank and Opus Bank trust accounts.

16 10. When a disbursement was made from a trust account, Respondent
17 determined whether the disbursement was appropriate, whether the amount was
18 correct, and whether there was enough money in the account to cover the
19 disbursement.

20 11. Respondent determined what funds to deposit into a trust account.

21 12. On or about December 27, 2016, two checks were presented against
22 insufficient funds in Respondent's Key Bank trust account.
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1 13. Check 11526 for \$5,000 was payable to RB for "ppd pymt." Check 11530
2 for \$877.88 was payable to SF for "timeloss."

3 14. These checks were honored, causing an overdraft.

4 15. On or about December 29, 2016, Key Bank sent ODC an overdraft notice for
5 Respondent's trust account.

6 16. On January 4, 2017, ODC sent Respondent a letter, enclosing the overdraft
7 notice and asking him to explain the cause of the overdraft, how it was corrected,
8 and to provide his trust account records for a two-month period and requested a
9 response within 30 days.

10 17. Respondent did not respond to ODC's January 4, 2017 letter within 30 days.

11 18. On February 15, 2017, ODC sent Respondent a letter requiring him to file a
12 written response and provide the requested records within 10 days, or he would be
13 subpoenaed for a noncooperation deposition and would be subject to discipline.

14 19. On February 27, 2017, Leland Ripley appeared as counsel for Respondent.

15 20. Respondent, through counsel, stated that the overdraft occurred because
16 Respondent withdrew funds from his trust account before the corresponding
17 deposit(s) were "made available by the bank."
18

19 21. This statement was false.

20 22. The overdraft occurred because Respondent had a shortage of client funds in
21 his trust account.
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1 23. As of December 19, 2016, just before Respondent issued one of the checks
2 that triggered the overdraft, Respondent's trust account was short more than
3 \$164,000 in client funds.

4 24. Respondent maintained a manual check register for his Key Bank trust
5 account.

6 25. For the period January 2016 through January 2017, the check register did not
7 include all account transactions, a client matter for every transaction, and a balance
8 after every transaction.

9 26. On December 5, 2016, Respondent's law firm experienced a ransomware
10 attack on their computer system.

11 27. The ransomware attack was disruptive to the law firm, but there was no
12 competent evidence that it caused or precipitated any of the violations of the RPCs
13 alleged to have occurred.

14 28. After the ransomware attack, Respondent continued to deposit funds and
15 disburse funds from his Key Bank trust account.

16 29. Respondent did not maintain a complete and contemporaneous record of one
17 or more of these transactions.

18 30. After the ransomware attack, Respondent disbursed more than \$19,000 from
19 his Key Bank trust account to his law firm and his lawyer son, Justin Monro (Justin),
20 without recording client matters for which Respondent and Justin were entitled to
21 receive the funds.
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1 31. In or around January 2017, Respondent hired Lainie Hammond to reconstruct-
2 records for his Key Bank trust account.

3 32. Ms. Hammond reconstructed a check register and client ledgers for
4 Respondent's Key Bank trust account covering the period January 1, 2016 through
5 June 30, 2017 (Hammond reconstruction).

6 33. In addition to the funds disbursed to his law firm and Justin after the
7 ransomware attack, Respondent disbursed more than \$34,000 from his Key Bank
8 trust account to his law firm and Justin prior to the ransomware attack.

9 34. Respondent was unable to identify client matters for which he and Justin
10 were entitled to receive those funds.

11 35. In January 2011, SW was involved in a motor vehicle accident and was
12 seriously injured.

13 36. SW hired Respondent to represent her.

14 37. At the time of the accident, SW was employed by Costco.

15 38. SW received coverage for her accident-related medical expenses through the
16 Costco Employee Benefits Program (the Plan) pending resolution of her legal
17 claims.

18 39. As a condition of receiving coverage, SW agreed to reimburse the Plan from
19 any settlement that she received from a responsible third party.

20 40. Aetna, the Plan's third party administrator, notified Respondent of the Plan's
21 subrogated interest in any settlement received by SW and the Plan's entitlement to
22 full reimbursement without a reduction for attorney fees or costs.
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1 41. In June 2011, Respondent settled SW's claim with the at-fault driver's
2 insurance carrier for \$25,000.

3 42. On or about June 1, 2011, Respondent deposited \$25,000 into his Key Bank
4 trust account for SW.

5 43. In June 2012, Respondent settled SW's claim with a secondary insurance
6 carrier for \$800,000, of which \$100,000 was placed into an annuity.

7 44. On or about June 28, 2012, Respondent deposited \$700,000 into his Key
8 Bank trust account for SW.

9 45. Respondent provided SW with a settlement statement for the \$800,000
10 settlement, which showed that \$88,009.90 would be disbursed to pay the Plan's
11 subrogated interest.

12 46. Before and after settling SW's case, Respondent asked Aetna to discount the
13 Plan's subrogated interest for attorney's fees.

14 47. Aetna denied Respondent's requests, explaining that as an Employment
15 Retirement Income Security Act (ERISA) self-funded plan, the Plan was entitled to
16 full reimbursement.

17 48. In October 2012, Respondent notified Aetna of the \$800,000 settlement.

18 49. Over the next two years, Aetna made repeated demands for payment of the
19 Plan's subrogated interest.

20 50. On or about September 5, 2014, Rhiannon Lockwood, counsel for the Plan,
21 sent Respondent a letter. The letter informed Respondent that:
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- 1 a. due to Respondent's failure to pay, Aetna was initiating reversal of
- 2 certain medical expenses paid on behalf of SW; and
- 3 b. Ms. Lockwood's client was prepared to file a lawsuit against SW and
- 4 a grievance against Respondent if the Plan was not reimbursed by the
- 5 end of the following week.

6 51. On or about September 9, 2014, Respondent sent Aetna a check drawn on
7 his Key Bank trust account for \$91,599.31 to satisfy the Plan's subrogated interest.

8 52. The check was processed by Respondent's bank on September 15, 2014.

9 53. On September 9, 2014, Respondent sent a letter to Rhiannon Lockwood
10 purporting to also be signed by SW, but SW did not sign the letter nor did she give
11 permission to affix her signature to the letter and Respondent did so to avoid SW
12 gaining knowledge of the situation.

13 54. Between June 28, 2012 and September 15, 2014, Respondent should have
14 been holding at least \$88,009.90 for the Plan's subrogated interest.

15 55. Between June 28, 2012 and September 15, 2014, Respondent's trust account
16 balance fell below \$88,009.90 on at least 159 days.

17 56. In addition, Respondent's trust account was overdrawn on three days in
18 2013.

19 57. By the time Respondent issued the \$91,599.31 check to Aetna, most if not all
20 of SW's money had been removed from trust.

21 58. Respondent used SW's funds for his own benefit and/or the benefit of others
22 without entitlement to the funds.

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1 59. Respondent used the funds with the intent to deprive third persons of the
2 funds for some period of time.

3 60. At no time did Respondent inform his client, SW, that he had failed to pay
4 Aetna or that he intended to file a suit on the matter as he testified in the hearing.

5 61. Respondent funded the \$91,599.31 check to Aetna, in whole or part, with a
6 \$550,000 settlement deposited into his Key Bank trust account for client TC.

7 62. TC was employed by TTN.

8 63. On or about May 26, 2009, TC was involved in a motor vehicle accident
9 while driving a vehicle provided by TTN.
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11 64. Because TC was injured on the job, she received time loss and medical
12 benefits through the Department of Labor and Industries (L&I).

13 65. The at-fault driver was insured by American Hallmark, with policy limits of
14 \$25,000.

15 66. TNN was insured by Liberty Mutual, with underinsured motorist (UIM)
16 coverage up to \$1,000,000.

17 67. In April 2011, Respondent settled TC's claim with American Hallmark for
18 \$25,000.

19 68. On or about April 20, 2011, Respondent, TC, and L&I entered into a
20 Compromise Agreement providing that L&I was to receive \$6,571.92 of the
21 \$25,000.
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23 69. Under the Agreement, Respondent was to pay L&I within 30 days of
24 receiving the settlement funds.
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1 70. On or about April 22, 2011, Respondent deposited TC's \$25,000 settlement
2 into his Key Bank trust account.

3 71. On or about May 2, 2011, L&I issued an Order and Notice demanding
4 payment of \$6,571.92.

5 72. Respondent did not pay L&I until on or about August 22, 2012.

6 73. Meanwhile, TC submitted a claim to Liberty Mutual under the UIM
7 provisions of TTN's policy.

8 74. In or around March 2011, Liberty Mutual denied TC's claim.

9 75. In May 2013, Respondent filed a lawsuit against Liberty Mutual seeking
10 declaratory relief and damages.

11 76. On March 14, 2014, the court entered an order finding that TC was entitled to
12 coverage under TTN's policy.

13 77. In August 2014, Respondent settled TC's claim with Liberty Mutual for
14 \$550,000.00.

15 78. On August 14, 2014, Respondent, TC and L&I entered into a Compromise
16 Agreement providing that L&I was to receive \$81,613.95 of the \$550,000
17 settlement.

18 79. Under the Agreement, Respondent was to pay L&I within 30 days of
19 receiving the settlement funds.

20 80. On August 18, 2014, L&I issued an Order and Notice stating that L&I was to
21 receive \$81,613.95 of TC's \$550,000 settlement. The Order also provided that any
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1 unpaid amount would bear the maximum rate of interest under RCW 19.52.020
2 beginning 60 days from the date the order was communicated.

3 81. Respondent did not request reconsideration or appeal the Order.

4 82. The Order became final 60 days after it was communicated to Respondent.

5 83. On August 23, 2014, Liberty Mutual issued a check for \$550,000 payable to
6 Respondent's law firm for the benefit of TC.

7 84. On August 26, 2014, Respondent deposited the \$550,000 into his Key Bank
8 trust account.

9 85. As of August 31, 2014, Respondent's trust account bank balance was
10 \$562,790.14.
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12 86. From August 26, 2014 to November 3, 2016, Respondent should have been
13 holding at least \$81,613.95 in his trust account for TC.

14 87. As of December 31, 2014, Respondent's trust account balance was
15 \$69,705.44.

16 88. As of January 31, 2015, Respondent's trust account balance was \$17,781.58.

17 89. Besides using TC's settlement to fund the check to Aetna in SW's case,
18 Respondent used TC's settlement to fund five other checks unrelated to TC's case.

19 90. The five checks were dated the day before Respondent deposited TC's
20 settlement into his trust account.

21 91. Without TC's settlement, Respondent did not have enough money in his trust
22 account to pay the five checks.
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1 92. Meanwhile, Respondent did not pay L&I's subrogated interest in TC's
2 \$550,000 settlement.

3 93. In 2016, Doris Holland of L&I telephoned and sent emails to Respondent
4 regarding the outstanding \$81,613.95 lien.

5 94. On or about October 20, 2016, Respondent sent a \$10,000.00 check to L&I.

6 95. On October 27, 2016, Ms. Holland sent Respondent an email stating the
7 reimbursement should have been \$81,613.95 and asking why the reimbursement was
8 deficient.

9 96. Respondent contacted Ms. Holland and requested a payment plan for the
10 remaining lien balance.

11 97. On or about November 7, 2016, Jason Ashbaugh of L&I informed
12 Respondent that the remaining balance, including interest accruing at 1% monthly,
13 was \$72,330.09.

14 98. Respondent proposed a payment plan of \$10,000 per month.

15 99. Mr. Ashbaugh sent Respondent a Payment Agreement, which provided that
16 Respondent would pay \$10,000 per month and the first payment was due November
17 30, 2016.

18 100. Respondent signed the Payment Agreement.

19 101. Respondent did not make the November 30, 2016 payment.

20 102. On or about December 31, 2016, Respondent issued a check to L&I for
21 \$10,000.
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1 103. On or about January 12, 2017, Respondent issued a check to L&I for
2 \$61,613.95, paying off the principal lien amount.

3 104. At the time Respondent issued the \$61,613.95 check, he did not have
4 sufficient funds in his trust account to cover the check.

5 105. Respondent knew that he did not have sufficient funds in his trust account to
6 cover this check.

7 106. Respondent used TC's funds for his own benefit and/or the benefit of others
8 without entitlement to the funds.

9 107. Respondent used the funds with the intent to deprive third persons of the
10 funds for some period of time.

11 108. On January 17, 2017, Respondent deposited \$62,000 of his own money into
12 the Key Bank trust account.

13 109. On January 20, 2017, Respondent deposited \$40,000 of his own money into
14 the Key Bank trust account.

15 110. On January 24, 2017, the \$61,613.95 check to L&I was processed and
16 honored by Respondent's bank.

17 111. On May 23, 2016, Respondent deposited a \$50,000.00 settlement into his
18 Key Bank trust account for KF.

19 112. Respondent disbursed \$3,075 to Seattle Spine, \$1,150 to Washington
20 Arbitration and Mediation Services, and \$7,374.14 to KF.

21 113. Respondent disbursed the remaining settlement funds as follows: \$31,900.86
22 to his law firm and \$6,500 to Justin, for a total disbursement of \$38,400.86.
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1 114. As of August 31, 2016, Respondent had disbursed all of KF's funds from his
2 trust account.

3 115. Respondent and/or Justin were not entitled to some of the \$38,400.86 that
4 they received from KF's settlement. At least \$11,500 was owed to third persons for
5 costs and/or subrogation and at least \$1,500 was owed to KF.

6 116. Respondent used KF's settlement funds for his own benefit and/or the benefit
7 of others without entitlement to the funds.

8 117. Respondent used the funds with the intent to deprive KF and/or third persons
9 of the funds for some period of time.

10 118. Having removed all of KF's settlement funds from his trust account,
11 Respondent paid the third persons and KF from his Opus Bank general account
12 much later.

13 119. During the period June 2017 to June 2018, Respondent paid the following
14 from his Opus Bank general account:
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- 16 a. \$2,209.95 to Center for Diagnostic Imaging;
- 17 b. \$1,796.51 to Rawlings;
- 18 c. \$192.24 to Rawlings;
- 19 d. \$1,500 to KF;
- 20 e. \$2,000 to Bothell Integrated Health;
- 21 f. \$1,556.06 to Bothell Integrated Health;
- 22 g. \$2,501.16 to State Farm subrogation;
- 23 h. \$1,254.95 to KF;
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1 i. \$462.99 to Bothell Integrated Health.

2 120. On or about September 15, 2014, SA was seriously injured in a motor vehicle
3 accident while on the job.

4 121. The owner of the at-fault vehicle was insured by American Family Insurance
5 (American Family).

6 122. SA was insured by Safeco Insurance (Safeco) and had UIM coverage under
7 her policy.

8 123. While unrepresented by counsel, SA filed a claim with L&I and began
9 receiving time loss benefits.

10 124. In or around fall 2016, L&I indicated that SA was able to return to work,
11 even though she was continuing to experience pain and difficulty performing tasks.

12 125. In December 2016, SA and her husband, JA, hired Respondent to represent
13 SA regarding her L&I benefits.

14 126. Respondent also agreed to handle SA's personal injury claim.

15 127. On or about December 2, 2016, Respondent, SA and JA entered into a
16 contingency fee agreement, Exhibit A-651, under which Respondent agreed to
17 investigate, negotiate and/or litigate SA's personal injury claim against Victoria
18 Sandoval.
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20 128. The fee agreement provided for a contingency fee of "one-third (1/3)
21 percent" or "40% (Forty)" if the matter was filed in court.

22 129. SA signed the second page of the fee agreement along with JA and
23 Respondent.
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1 130. On or about May 16, 2017, Respondent filed a Complaint for Damages and
2 Personal Injuries on behalf of SA.

3 131. Respondent settled SA's claim with American Family for \$100,000.

4 132. On June 30, 2017, Respondent deposited the \$100,000 settlement into his
5 Opus Bank trust account.

6 133. Respondent settled SA's claims with Safeco for \$185,000.

7 134. On July 3, 2017, Respondent deposited the \$185,000 settlement into his Opus
8 Bank trust account.

9 135. From July 6, 2017 to July 27, 2017, Respondent disbursed \$164,882.30 to his
10 law firm from SA's settlement funds.

11 136. Under the fee agreement, Respondent was entitled to no more than \$114,000
12 in attorney fees.

13 137. Respondent used SA's settlement funds for his own benefit and/or the benefit
14 of others without entitlement to the funds.

15 138. Respondent used the funds with the intent to deprive SA and/or third persons
16 of the funds for some period of time.

17 139. Respondent did not provide SA with a settlement statement or other written
18 notice of his intent to withdraw the funds prior to making the disbursements.

19 140. Respondent did not provide SA with a written accounting after disbursing the
20 funds from his trust account.
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1 141. On August 28, 2017, L&I issued an Order and Notice stating that, pursuant to
2 an agreement between the department and claimant/claimant's attorney, SA was
3 required to reimburse L&I the sum of \$26,000 from her \$100,000 settlement.

4 142. The Order further provided that any unpaid amount would bear the maximum
5 rate of interest under RCW 19.52.020 beginning 60 days from the date the order was
6 mailed or 60 days from the date the order was communicated.

7 143. Respondent did not request a reconsideration or appeal the Order.

8 144. The Order became final 60 days after it was communicated to Respondent.

9 145. On August 29, 2017, Respondent met with SA and JA at his office.

10 146. Respondent provided SA and JA with a settlement statement, Exhibit A-669,
11 which provided for the distribution of SA's settlement funds as follows:
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13	AMERICAN FAMILY INSURANCE SETTLEMENT	\$100,000.00
14	LIBERTY MUTUAL INSURANCE	<u>\$185,000.00</u>
	<u>Gross Recovery:</u>	\$285,000.00
15	ATTORNEY FEES: (40%)	\$114,000.00
16	COSTS/DISBURSEMENT	
	Ortho Washington records	\$184.51
	Providence Health and Services	\$6.60
17	Ciox Health – Evergreen Medical records	\$199.59
	Forensic fee for L&I litigation, Dr. Badger	\$10,000.00
18	Support Med – Matrix Anesthesia records	\$24.09
	L&I	\$39,825.00
19	Providence Health	\$6.59
	Everett Bone & Joint records	\$124.20
20	IRG – Snohomish Physical Therapy records	\$152.43
	ABC Legal Messengers – Service on Defendant	\$84.50
21	King County Superior Court file fee	\$242.49
	Telephone, fax, copies & email	<u>\$150.00</u>
22	TOTAL:	-\$51,000.00
23	BALANCE TO CLIENT:	\$120,000.00

1 147. SA and/or JA asked Respondent about the \$39,825 for L&I's lien when L&I
2 had already agreed to accept \$26,000 as full reimbursement.

3 148. SA and/or JA asked Respondent about the \$10,000 for Dr. Badger's
4 "[f]orensic fee for L&I litigation" when a fee had not yet been incurred.

5 149. Respondent told SA and/or JA that, after paying L&I's lien, he would hold
6 back \$23,825 in his trust account for distribution at a later time.

7 150. Respondent's statement was false in that, after Respondent's disbursements
8 to his law firm and SA, he did not have sufficient funds in his trust account to hold
9 back \$23,825 and also pay L&I's lien.

10 151. SA signed the settlement statement on August 29, 2017 and received a
11 \$120,000 check from Respondent.

12 152. On July 16, 2018, Respondent had SA sign a document, the second page of
13 Exhibit A-680, acknowledging the payment of \$120,000 and the payment of an
14 additional \$117.70.

15 153. Respondent did not disclose to SA the first page of the document, Exhibit A-
16 680, which allowed him to take additional attorney fees to which he was not entitled.

17 154. After SA negotiated her \$120,000 check on or about September 1, 2017, only
18 \$117.70 of her settlement funds remained in Respondent's trust account.

19 155. Respondent did not promptly pay L&I's \$26,000 lien.

20 156. Mr. Ashbaugh of L&I called Respondent several times and left messages
21 requesting payment.
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1 157. On or about January 3, 2018, Respondent sent L&I a check for \$5,000,
2 drawn on his Opus Bank general account.

3 158. On or about February 6, 2018, Mr. Ashbaugh ask Respondent why only
4 \$5,000 was paid.

5 159. Respondent told Mr. Ashbaugh that SA was in "Taiwan" and he was waiting
6 her return to obtain her signature on the final disbursement authorization form.

7 160. Respondent's statement was false in that SA had already authorized
8 Respondent to pay L&I's lien.

9 161. Respondent issued checks to L&I, drawn on his Opus Bank general account,
10 in the following amounts:
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12 a. \$5,000 on February 6, 2018;

13 b. \$5,000 on March 1, 2018; and

14 c. \$5,000 on March 6, 2018.

15 162. On March 19, 2018, Respondent issued a check for \$117.70 to SA, removing
16 what remained of SA's settlement from his Opus Bank trust account.

17 163. On May 11, 2018, during the grievance investigation, ODC asked
18 Respondent why he was making installment payments towards L&I's lien, instead of
19 paying a lump sum.
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21 164. The Respondent said that the reason was that it was to 'safeguard the client.'

22 165. This statement was false because it did not safeguard the client and the
23 reason for the installment payment was because the money had been disbursed from
24 trust to uses unrelated to the client.
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1 166. On May 14, 2018, Respondent issued a check for \$6,770.09 to L&I, covering
2 the principal lien balance and accrued interest of \$770.09. The check was drawn on
3 Respondent's Opus Bank general account.

4 167. Respondent did not inform SA and/or JA that L&I's lien was accruing
5 interest due to late payment.

6 168. Respondent did not promptly deliver to SA the \$23,825 that he removed
7 from his trust account without entitlement.

8 169. On multiple occasions, Respondent disbursed client funds designated for
9 outstanding costs and/or subrogated interest from his trust account and deposited
10 them into his general account.

11 170. After depositing the funds into his general account, Respondent used the
12 funds for his own benefit and/or the benefit of others without entitlement.

13 171. Respondent used the funds with the intent to deprive clients and/or third
14 persons of the funds for some period of time.

15 172. From December 16, 2016 to December 28, 2016, Respondent owed a
16 substantial sum on behalf of clients whose funds he removed from trust that he had
17 in his general accounts.

18 173. From January 1, 2015 through January 31, 2017, there were no days on
19 which Respondent had enough money in his general accounts to make payments on
20 behalf of clients whose funds he had removed from trust.

21 174. Respondent knew that he had insufficient funds in his general accounts to
22 pay obligations owed on behalf of clients.

1 175. On February 1, 2017, Respondent deposited \$300,000 into his Opus Bank
2 general account.

3 176. The funds were provided by Respondent's sister, Melinda Howisey.

4 177. On or about February 10, 2016, Respondent disbursed \$10,275 to his mother,
5 Barbara Monro (Barbara), from his Key Bank trust account.

6 178. At the time Respondent disbursed the funds to Barbara, he did not have any
7 funds belonging to Barbara in his trust account.

8 179. Respondent covered the disbursement to Barbara with client funds.

9 180. On or about February 29, 2016, Respondent disbursed \$12,000 to his law
10 firm from his Key Bank trust account.

11 181. At the time Respondent disbursed \$12,000 to his law firm, he was not
12 entitled to the funds.

13 182. On March 1, 2016, Respondent deposited a check for \$49,713.62 from
14 Pershing into his Key Bank trust account.

15 183. The check was payable to Respondent's wife, Robin Jo Monro (Robin), and
16 consisted of funds from an IRA investment account.

17 184. Respondent deposited the Pershing check into his trust account because he
18 and/or Robin believed the money would not be taxed if deposited into a trust
19 account, instead of a personal account.

20 185. The Pershing deposit temporarily restored the \$22,275 that Respondent had
21 disbursed to Barbara and his law firm.

1 186. In March 2016 and April 2016, Respondent disbursed an additional \$77,607
2 from his Key Bank trust account for his own benefit and/or the benefit of his family,
3 exceeding the balance of Pershing funds in his trust account by \$50,168.38.

4 187. Respondent used client funds to cover the \$50,168.38 in disbursements,
5 without entitlement to the funds.

6 188. Respondent used the funds with the intent to deprive clients and/or third
7 persons of the funds for some period of time.

8 189. Respondent did not fully restore the \$50,168.38 into trust until July 2017.

9 190. On or about February 6, 2013, JK was struck by a motor vehicle while riding
10 a bicycle.
11

12 191. JK died intestate nine days later.

13 192. Allstate Insurance Company (Allstate) insured the driver (CH) of the motor
14 vehicle that struck JK.

15 193. JK was survived by a minor son JC, a brother WC and several siblings.

16 194. JC was JK's sole heir.

17 195. JC was a special needs child.

18 196. Following JK's death, JC was placed into dependent care.

19 197. While unrepresented by counsel, WC and his siblings contacted Allstate to
20 pursue a wrongful death claim.
21

22 198. Respondent admitted in his answer that by early 2014, Allstate offered to
23 settle the claim for policy limits of \$100,000.
24
25

1 199. Allstate informed WC and/or his siblings that it was waiting for a personal
2 representative to be appointed for JK's estate before finalizing the settlement.

3 200. On or about October 23, 2015, WC hired Respondent.

4 201. Respondent and WC entered into a written contingent agreement under
5 which Respondent agreed to "investigate, negotiate, and/ or litigate the Estate of
6 JK's claims against Allstate, the Dept. of Highways, State of Washington, ... and all
7 other entities, which arose on or about 02-06-13."

8 202. The agreement further provided:
9

10 LAWYER'S FEE

CONTINGENT FEE (accept) Initials

11 It is understood by Client that said attorney WILL handle this
12 claim on a contingency fee basis. That is to say said attorney is not
13 paid any fees for his service unless a recovery is obtained for the
14 client. If a recovery is obtained the attorney fee shall be one-third
15 (1/3) percent of the gross amount recovered before any other
16 deductions are made. Gross recovery includes all money obtain,
17 including, but not limited to money obtained for medical bills,
personal injury protections (PIP), lost wages and all subrogated claims.
The amount due the attorney for his fees and costs will be paid from
the total amount recovered first, before any third party claims or liens
are paid. In the event that this matter is filed in court then the attorney
contingency fee will be 40% (FORTY PERCENT) of any judgment or
gross amount obtained.....

18 HOURLY FEE FOR ESTATE WORK: In addition to the contingency
19 fee above, the Estate will agree to pay the Monro Law Firm P.S. the
20 sum of \$375.00 per hour for all Probate Estate Work. The Estate
agrees that all hourly fees can be deducted from any obtained funds.

21 203. On November 12, 2015, WC was appointed as Administrator of the Estate of
22 JK.

23 204. In January 2016, Allstate issued a check for \$10,000 in personal injury (PIP)
24 benefits to the Estate of JK.
25

1 205. On or about January 11, 2016, Respondent deposited the \$10,000 check into
2 his Key Bank trust account.

3 206. Respondent issued a settlement statement, which provided for the distribution
4 of the \$10,000 as follows:

- 5 a. \$4,000 Attorney fees;
6 b. \$6,000.00 "Accrued probate earned fees payment"; and
7 c. \$0 Balance
8

9 207. At that time, no lawsuit had been filed and the appropriate attorney fee was
10 1/3, not 40%, and he was not entitled to the entire \$4,000.

11 208. On January 29, 2016, Respondent filed a lawsuit against CH on behalf of the
12 Estate of JK. This lawsuit was filed unnecessarily because the policy limits could
13 have been obtained without doing so and was filed to increase the Respondent's fee
14 from 1/3 to 40%.

15 209. On or about March 11, 2016, the parties settled the lawsuit for \$100,000.

16 210. On April 1, 2016, Respondent deposited the \$100,000 settlement into his Key
17 Bank trust account.

18 211. In April 2016, Respondent issued a settlement statement, which set for the
19 distribution of the \$100,000 as follows:

20
21 APRIL ALLSTATE PAYMENT: \$100,000.00
ATTORNEY FEES: \$40,000.00
COSTS:
22 Snohomish County Superior Court filing fee \$240.00
Snohomish County Superior Court Probate fee \$240.00
23 Legal Notice Tribune publishing \$360.50
Pacific Coast Memorials \$2,420.00 ck#11165
Washington State Patrol report \$9.50
24 Telephone, fax, copies & email \$150.00
TOTAL: \$3,420.00
25

1 APRIL BALANCE

\$56,580.00

2 212. On or about July 7, 2016, Respondent disbursed \$2,420 to Pacific Coast
3 Memorials.

4 213. From January 12, 2016 to August 26, 2016, Respondent disbursed \$107,580
5 to his law firm and/or Justin and for which he kept no hourly fee records.

6 214. Respondent and/or Justin were entitled to at most \$54,000 in attorney fees
7 and \$1,000 in costs from the Estate's settlement(s) for contingent and probate work.

8 215. The \$56,000 plus charged in hourly fees to investigate the State of
9 Washington and the Department of Transportation and others for potential
10 negligence was, for attorney time, already covered in the contingent fee agreement
11 and was a knowingly charged excessive fee to which the Respondent was not
12 entitled.

13 216. Respondent's disbursements to his law firm and/or Justin depleted the Estate,
14 leaving no money for the minor child.

15 217. Respondent used the Estate's funds for his own benefit and/or the benefit of
16 others without entitlement to the funds.

17 218. Respondent used the funds with the intent to deprive the Estate of the funds.

18 219. There was insufficient evidence that Respondent provided or did not provide
19 WC with written notice of his intent to withdraw the funds prior to making the
20 disbursements.

21 220. There was insufficient evidence that Respondent provided or did not provide
22 WC with a written accounting after disbursing the funds from his trust account.
23
24
25

1 221. After ODC opened an investigation, the Respondent belatedly acknowledged
2 that what he had charged was unfair and in or about February 2017, opened an
3 Interest on Lawyers Trust Account at Opus Bank (account 4444) for the estate of JK
4 and began depositing his personal funds into that account.

5 222. On February 10, 2017, Respondent deposited \$5,000 into the Opus Bank
6 estate account.

7 223. On February 15, 2017, Respondent deposited \$25,000 into the Opus Bank
8 estate account.

9 224. On June 8, 2017, Respondent deposited \$20,000.00 into the Opus Bank
10 estate account, bringing the balance to \$50,000.

11 225. On or about August 29, 2017, Respondent filed a Declaration of Completion
12 of the Probate in the Estate of JK.

13 226. The Declaration stated that the Estate assets were being distributed as
14 follows:
15

- | | | | |
|----|----|---------------------------------|-----------------|
| 16 | a. | Estate inventory/proceeds | \$110,000.00; |
| 17 | b. | Distribution share to sole heir | 72,550.00; |
| 18 | c. | Administrator | 6,680.00; |
| 19 | d. | Attorney Contingent fee | 27,5000.00; and |
| 20 | e. | Costs | 3,270.00. |

21 227. On or About September 7, 2017, Respondent obtained a cashier's check for
22 the \$50,001.64 payable to JC.
23
24
25

1 228. Respondent funded the check with the balance in the Opus Bank estate
2 account.

3 229. On or about September 7, 2017, Respondent obtained a cashier's check for
4 \$22,548.36 payable to JC.

5 230. Respondent funded the check with his own money because he did not
6 maintain the \$22,548.36 in a trust account.

7 231. On or about October 30, 2017, Respondent delivered the checks to JC.

8 232. On July 13, 2018, ODC sent Respondent, through his counsel, a letter
9 requesting his complete file for SA, including all financial records.
10

11 233. On or about August 29, 2018, Respondent provided to ODC two fee
12 agreements for SA.

13 234. The first fee agreement provided, Exhibit A-651, was a two-page document
14 dated December 2, 2016, under which Respondent agreed to handle SA's personal
15 injury claim against "American Family - Victoria" and was signed by SA and JA on
16 the second page.

17 235. The second agreement, Exhibit A-652, wherein Respondent agreed to handle
18 SA's personal injury claim against "VS" purported to contain SA's initials on the
19 first page.
20

21 236. SA did not place her initials on the first page of the second fee agreement and
22 the evidence indicated that Respondent or someone in his office wrote SA's initials
23 on that first page without her permission. Page two of the second fee agreement is
24
25

1 the same document as page two of Exhibit A-651 and was provided to the
2 Department of Labor and Industries along with the falsely initialed first page.

3 237. Respondent provided ODC a settlement statement for SA, Exhibit A-680,
4 dated July 16, 2018 on the second page, which set forth the distribution of SA's
5 settlement funds as follows:

6	GROSS RECOVERY: (\$285,000 + \$82,271.94 = \$367,271.94	
7	AMERICAN FAMILY SETTLEMENT	\$100,000.00
	LIBERTY MUTAL INSURANCE	\$185,000.00
8	ATTORNEY FEES: (40% of gross recovery or \$146,908.77 but Discounted)	\$137,847.73
9	COSTS/DISBURSEMENT	
	Ortho Washington records	\$184.51
10	Providence Health and Services	\$6.60
	Ciox Health – Evergreen Medical records	\$199.59
	Support Med Matrix Anesthesia records	\$24.09
11	L&I (\$82,271.94 saving of \$57,271.94 saving to client	\$26,000.00
12	Providence Health	\$6.59
	Everett Bone and Joint records	\$124.20
13	IRG – Snohomish Physical Therapy records	\$152.43
	ABC Legal Messengers – Service on Defendant	\$84.50
14	King County Superior Court file fee	\$242.49
	Telephone, fax, copies, & email	\$150.00
15	TOTAL:	-\$27,035.00
	BALANCE TO CLIENT:	\$120,117.70
16	Paid:	\$120,000.00 ck#5516
	Paid:	\$117.70 ck#5941
17	Balance:	\$-0-

18 238. The 2018 settlement statement, Exhibit A680, produced by Respondent
19 differed in several ways from the settlement statement signed by SA one year earlier,
20 on August 29, 2017.

21 239. The 2018 settlement statement increased Respondent's attorney fee from
22 \$114,000 to \$137,847.73, a difference of \$23,847.73, a portion of which he was not
23 entitled because it was based on L&I benefits SA earned before Respondent's
24 appearance.

1 240. The 2018 settlement statement included a second page that appeared to
2 contain SA's signature, dated July 16, 2018.

3 241. SA signed the second page of the 2018 settlement statement but was not
4 provided with the first page at the time of signing or later until preparing for this
5 hearing.

6 242. Respondent knew that SA did not sign or know about the 2018 settlement
7 statement when he provided it to ODC.

8 243. Respondent testified, during his deposition by ODC, that he provided the
9 2018 settlement statement to SA in his office.

10 244. Respondent's testimony was false.

11 245. Respondent did not provide the 2018 settlement statement to SA.

12 246. In response to ODC's July 13, 2018 request for SA's client file, Respondent
13 did not produce the settlement statement signed by SA on August 29, 2017.

14 247. The testimony and documents admitted demonstrated that Respondent failed
15 to provide the 2018 settlement statement to SA to cover up the fact that he had
16 charged an attorney fee on L&I benefits provided to SA prior to his representation to
17 which he was not entitled.

18 248. On or about December 9, 2013, JD was involved in a motor vehicle accident
19 and sustained certain injuries.

20 249. On December 10, 2013, JD hired the Respondent to represent her.

21 250. In February 2018, Respondent settled the lawsuit for \$100,000 against the
22 liable driver.

1 251. On February 21, 2018, Respondent deposited the \$100,000 settlement check
2 into his Opus Bank trust account.

3 252. On or about February 22, 2018, Respondent disbursed \$41,692.16 to his law
4 firm and deposited the funds into his Opus Bank general account.

5 253. The \$41,692.16 was comprised of \$40,000 for attorney fees and \$1,692.16
6 for costs advanced.

7 254. The costs advanced included \$660.68 for medical records, \$54.90 for all
8 Alderwood Vision x-rays and \$318.46 for ABC Legal Services.

9 255. As of February 22, 2018, Respondent had not advanced these enumerated
10 costs.
11

12 256. Respondent was not entitled to at least \$1,034.04 of the funds he dispersed to
13 his law firm on February 22, 2018.

14 257. Respondent did not pay US Legal for the Providence records, US Legal for
15 the Alderwood Vision x-rays and ABC Legal Services until July 1, 2018.

16 258. Between February 22, 2018 and July 1, 2018, Respondent used the \$1,034.04
17 for his own benefit or the benefit of others.

18 **SUMMARY OF CONCLUSIONS OF LAW ON COUNTS OF THE**
19 **COMPLAINT**

20 **COUNT 1:** By using and converting client funds of SW, TC, KF, SA and
21 the Estate of JK, the Respondent violated RPC 1.15A(b), RPC 8.4(b), RCW
22 9A.56.020, 9A.56.030, 9A.56.040, RPC 8.4(c), RPC 8.4(i).

23 **COUNT 2:** By failing to deposit and maintain client funds in a trust account
24 on multiple cases, Respondent violated RPC 1.15A(c).
25

1 **COUNT 3:** By failing to promptly deliver funds to third persons, such as
2 L&I liens in TC and SA's cases, which they were entitled to receive, Respondent
3 violated RPC 1.15A(f) and RPC 1.3.

4 **COUNT 4:** By using client funds on behalf of another and by disbursing
5 funds in excess of the amounts clients had on deposit in multiple cases as
6 demonstrated in Lainie Hammond's reconstruction, Respondent violated RPC
7 1.15A(h)(8).

8 **COUNT 5:** By failing to provide KF and SA with a billing statement or
9 written notice of his intent to withdraw earned fees, Respondent violated RPC
10 1.15A(h)(3) and RPC 1.4.

11 **COUNT 6:** By failing in contingent fee matters, including SA's matter, to
12 provide clients with a written statement and/or an accurate written statement
13 showing the outcome of the matter, including remittance to the client and the method
14 of its determination, Respondent violated RPC 1.5(C), RPC 1.4 and RPC 8.4(c).

15 **COUNT 7:** By failing to provide a written accounting after disbursing funds
16 from trust in cases with SW, TC, KF and SA, Respondent violated RPC 1.15A(e).

17 **COUNT 8:** By charging and collecting an unreasonable fee in the Estate of
18 JK and SA's matters, Respondent violated RPC 1.5(a).

19 **COUNT 9:** By comingling his mother's and wife's funds and his own funds
20 with client funds in a trust account, Respondent violated RPC 1.15A(c) and RPC
21 1.15A(h)(e).
22
23
24
25

1 **COUNTS 1 AND 14: USING AND CONVERTING CLIENT FUNDS**
2 **OF SW, TC, KF, SA AND THE ESTATE OF JK, ABA STANDARD 4.1 AND**
3 **5.1 ARE THE MOST APPLICABLE STANDARDS.**

4 In SW's case, the Respondent had a duty to ensure that the Aetna lien was
5 either satisfied or eliminated. He told SW that he would take care of the lien and
6 instead failed to pay the lien for a significant period of time. During that time, the
7 funds necessary to pay the lien Aetna demanded were withdrawn from the trust
8 account and utilized by the Respondent for his own purposes. He indicated that it
9 was his intent to file a lawsuit to either eliminate or reduce the lien but no lawsuit
10 was ever filed. He did not share that information with SW or obtain her approval to
11 not pay the lien. Only at the point where Aetna's representatives threatened a
12 lawsuit and a bar complaint did he pay the lien and did so out of TC's settlement
13 funds because SW's trust account funds were depleted.

14 In the Estate of JK matter, the sole heir was a special needs child who was in
15 dependent care. The Respondent, after being retained to represent the estate, signed
16 a contingent fee agreement with the Personal Representative, the brother of JK who
17 was killed in a bicycle accident, knowing, as an experienced personal injury lawyer,
18 that the policy limits were \$100,000 and could easily be obtained and had already
19 been offered. He not only charged an enhanced fee on funds (\$10,000 PIP benefits)
20 that were not subject to the 40% contingent fee because no lawsuit had been filed,
21 but then charged the Estate to exhaustion at an hourly rate for work that was covered
22 and compensated for under the contingent fee agreement. His actions were, in both
23 cases, knowing and intentional.
24

1 The Respondent caused an injury to the heir, a minor child, by denying him
2 his rightful portion of the insurance settlement and instead pocketed virtually the
3 entire insurance settlement leaving nothing for the child.

4 The presumptive sanction is Disbarment under ABA Standards 4.11 and
5 5.11.

6 **COUNTS 2, 3, 4, 5, 7, 9 AND 10: FAILURE TO PROPERLY HANDLE**
7 **CLIENT PROPERTY. ABA STANDARD 4.1 IS THE APPLICABLE**
8 **STANDARD.**

9 Respondent committed multiple violations in handling clients' property. He
10 failed to maintain client funds in trust. He failed to promptly deliver to third persons
11 funds due to them out of the clients' recovery. He used client's funds to fund
12 another client's distributions. He failed to provide notice of intent to withdraw
13 earned funds. He comingled funds and then on multiple occasions failed to maintain
14 trust fund records as required by the RPCs. The harm to his clients was that he
15 risked losing the funds that he withdrew from the trust account because they were
16 utilized for other purposes and thereby compromised the security of those client
17 funds. The Respondent committed these acts knowingly and therefore the
18 presumptive sanction is Suspension under ABA Standard 4.12.

19 **COUNTS 11, 12 AND 13: DISHONESTY AND**
20 **MISREPRESENTATION. ABA STANDARD 4.6 APPLIES TO**
21 **RESPONDENT'S DISHONESTY AND MISREPRESENTATIONS TO SA**
22 **AND JA. ABA STANDARD 5.1 APPLIES TO RESPONDENT'S**
23 **DISHONESTY TO THIRD PERSONS. ABA STANDARD 7.0 APPLIES TO**
24 **RESPONDENT'S DISHONESTY DURING A GRIEVANCE**
25 **INVESTIGATION.**

 The Respondent acted, knowingly with the intent to benefit himself, when he
withheld from SA and JA the first page of the second settlement agreement. He did

1 so in order to hide from SA and JA that he had taken additional attorney fees, to
2 which he was not entitled. SA and JA were seriously financially injured in that they
3 did not receive the amount of the settlement to which they were entitled solely
4 because the Respondent charged a contingent fee on funds that he had not recovered
5 for SA and JA.

6 The presumptive sanction is Disbarment under ABA Standard 4.61.

7 ABA Standard 5.1 is applicable to Respondent's dishonesty to third persons.
8 The Respondent acted knowingly when he misrepresented to the representative of
9 the Department of Labor and Industries that he was not paying the lien in full or on
10 time because SA was on a trip and could not sign to authorize the disbursement. This
11 information was false.
12

13 The presumptive sanction is Reprimand under ABA Standard 5.13.

14 ABA Standard 7.0 is most applicable to Respondent as dishonesty during a
15 grievance investigation.

16 Respondent acted knowingly in failing to submit both settlement statements
17 to the ODC in SA's case. His intent was to hide the fact that he had taken additional
18 attorney fees which were not only excessive and unlawful but contrary to the
19 contingent fee agreement originally signed. The Respondent had a duty to respond
20 to the ODC and his clients with the truth. When the Respondent replied in his
21 deposition that he sought the installment payment agreement with L&I because he
22 wanted to safeguard his client, he testified falsely because, in fact, he did no such
23 thing and had already removed the funds from his trust account.
24

1 The presumptive sanction is Disbarment under ABA Standard 7.1.

2 **COUNTS 6 AND 8: UNREASONABLE FEES AND FAILURE TO**
3 **PROVIDE ACCURATE STATEMENTS OF OUTCOME IN CONTINGENT**
4 **FEE MATTERS. ABA STANDARDS 4.6 AND 7.0 ARE THE APPLICABLE**
5 **STANDARDS.**

6 The Respondent knowingly deceived SA and JA and his client in the Estate
7 of JK when he charged fees that he knew were contrary to the contingent fee
8 agreements. He did so with the intent to benefit himself and his clients suffered
9 significant financial losses as a result of his actions.

10 The presumptive sanction is Disbarment under ABA Standards 4.61 and 7.1.

11 **AGGRAVATING AND MITIGATING CIRCUMSTANCES**

12 Aggravating Factors:

- 13 1. Dishonest or selfish motive
- 14 2. A pattern of misconduct
- 15 3. Multiple offenses
- 16 4. Refusal to acknowledge wrongful nature of his conduct
- 17 5. Substantial experience in the practice of law

18 Mitigating Factors:

- 19 1. Absence of prior disciplinary record

20 **RECOMMENDED SANCTION AND CONCLUSION**

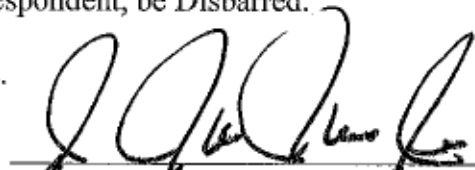
21 Although I considered carefully any other mitigating factors, the evidence
22 presented does not support their inclusion. Mr. Monro testified that he had personal
23 and emotional problems arising out of the ransomware attack but there was no
24 additional evidence to support that it affected or caused his misconduct. He was
25

1 obviously undergoing significant financial problems with the enormous IRS lien,
2 one factor that had to be an enormous problem for his practice. It was his testimony
3 that prior to the COVID outbreak, he had a practice of 250 to 500 clients. That is
4 stunning. Having a personal injury law practice like Mr. Monroe for over 40 years, it
5 is clear that a lawyer could not competently handle that many cases at one time.
6 This could easily lead to some of the erratic trust account practices that were evident
7 throughout the testimony in this case. But the practices continued well into 2017,
8 despite the fact that this investigation was ongoing at that time. And Mr. Monroe
9 knew that his practices were wrong.
10

11 The most egregious part of this case, though, is Mr. Monroe's intentionally
12 taking fees to which he was not entitled which deprived some of his clients of the
13 lawful portion of their settlements. He exhausted the JK Estate, in which a total of
14 \$110,000 was recovered, and paid himself over \$107,000 of that recovery in fees and
15 costs, depriving a special needs child of the recovery to which he was entitled. His
16 later creation, after the ODC began its investigation, of an account to fund back the
17 money he had taken unlawfully does not mitigate his having taken the money in the
18 first place and his personal use of trust funds that he was holding for clients'
19 subrogation interest was intolerable.
20

21 I recommend that Mr. Monroe, the Respondent, be Disbarred.

22 DATED this 6th day of May, 2022.


23 Joseph M. Mano, Jr., WSBA #5728
24 Hearing Officer
25

CERTIFICATE OF SERVICE

By order of Washington Supreme Court Order No. 25700-B-609, I certify that I caused a copy of the Amended HO's Decision to be emailed to the Office of Disciplinary Counsel and to Respondent's Counsel Leland G. Ripley, at lelandripley@wavecable.com, and to Respondent's Counsel Pamela DeVet, at pjd@leesmart.com, and to Respondent's Counsel Kellan Byrne, at kwb@leesmart.com, on the 6th day of May, 2022.



Clerk to the Disciplinary Board