

FILED

Jul 22, 2024

Disciplinary
Board

Docket # 026

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

LESLIE R. BOTTIMORE,

Lawyer (Bar No. 29957)

Proceeding No. 23#00005

ODC File Nos. 21-00063, 21-00214,
21-00615, 21-01109STIPULATION TO SUSPENSION AND
PROBATION

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Suspension and Probation is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Francisco Rodriguez, Respondent's Counsel David J. Elkanich and Respondent lawyer Leslie R. Bottimore.

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

1 outcome more favorable or less favorable to Respondent. Respondent chooses to resolve this
2 proceeding now by entering into the following stipulation to facts, misconduct and sanction to
3 avoid the risk, time, and expense attendant to further proceedings.

4 **I. ADMISSION TO PRACTICE**

5 1. Respondent was admitted to practice law in the State of Washington on June 6,
6 2000.

7 **II. STIPULATED FACTS**

8 **A. Schiele Grievance, ODC File No. 21-00063**

9 2. In February 2020, Respondent entered into a fee agreement with Kathryn Schiele,
10 which required Schiele to provide Respondent with an initial “retainer” of \$3,500.00. The
11 “retainer” was described in the fee agreement as both securing Respondent’s availability and
12 covering initial work on the matter.

13 3. At the time Respondent entered into the fee agreement with Schiele, Respondent
14 planned to bill hourly against Schiele’s initial \$3,500.00 payment. The initial \$3,500.00 fee
15 constituted an advance payment for legal fees and/or expenses incurred during the representation.

16 4. On or about February 6, 2020, Schiele paid Respondent \$3,500.00 by credit card.
17 Respondent had not earned the \$3,500.00 at the time Respondent received the funds. Respondent
18 did not deposit this payment into a trust account.

19 5. The fee agreement also stated that Respondent would provide Schiele with
20 periodic billing statements delineating the fees and costs incurred to date and that time spent on
21 the matter would be billed to Schiele on a monthly statement.

1 6. On December 17, 2020, after representing Schiele for over ten months,
2 Respondent billed Schiele for the first time. The invoice Respondent sent to Schield billed Schiele
3 over \$13,000.00 for services performed from February 6, 2020, to December 16, 2020.

4 7. Respondent billed hourly against Schiele's initial \$3,500.00 payment, applying the
5 full \$3,500.00 to Respondent's invoice.

6 8. After receiving the invoice, Schiele contacted Respondent's office to express
7 concern about the amount of the invoice and Respondent's failure to notify Schiele that the initial
8 fee payment had been exhausted.

9 9. Respondent subsequently applied a 10% military discount to Schiele's bill and
10 notified Schiele that the bill had been reduced by \$1,500.00 to reflect a fee award received from
11 the opposing party.

12 10. Respondent informed Schiele that after these reductions and application of
13 Schiele's initial \$3,500.00 fee, Schiele's balance due was \$7,296.55. Respondent requested
14 payment of the balance due, and that Schiele provide an additional advance fee deposit of
15 \$3,500.00.

16 11. At the time of Respondent's message requesting additional funds, the mediation
17 in Schiele's dissolution matter was approximately three days away.

18 12. Schiele did not pay the remaining amount due on Respondent's invoice or provide
19 Respondent with an additional advance fee deposit.

20 13. An attorney from Respondent's firm represented Schiele at the mediation, which
21 concluded without the parties reaching a resolution of their differences.

22 14. On December 22, 2020, Schiele wrote to Respondent asking if Respondent would
23 accept \$5,000.00 as full payment for the legal services provided. Schiele subsequently sent several

1 emails complaining about the lengthy delay in billing and lack of communication from
2 Respondent's firm.

3 15. On January 26, 2021, Respondent agreed to accept \$5,000.00 as payment in full
4 for the attorney's fees then due, and requested Schiele provide an additional advance fee deposit
5 toward future work. Schiele paid Respondent \$5,000.00 the same day but did not provide an
6 additional advance fee deposit.

7 16. Schiele terminated the representation on March 29, 2021, and then proceeded pro
8 se in the dissolution matter, which settled in September 2021.

9 **B. Vaughn Grievance, ODC File Nos. 21-01109**

10 17. In late December 2020, Rodney Vaughn hired Respondent to establish a parenting
11 plan.

12 18. On December 31, 2020, Vaughn made a \$3,500.00 payment to Respondent.
13 Respondent and Vaughn had not yet entered into a written fee agreement at that time, and
14 Respondent had not earned the \$3,500.00 at the time Respondent received the funds. Respondent
15 did not deposit this payment into a client trust account.

16 19. On January 5, 2021, Respondent entered into a written fee agreement with Vaughn
17 requiring Vaughn to pay an initial "retainer" of \$3,500.00. The "retainer" was described in the
18 fee agreement as both securing Respondent's availability and covering initial work on the matter.

19 20. At the time Respondent entered into the fee agreement with Vaughn, Respondent
20 planned to bill hourly against Vaughn's initial \$3,500.00 payment. The initial \$3,500.00 fee
21 constituted an advance payment for legal fees and/or expenses incurred during the representation.
22
23

21. The fee agreement also stated that Respondent would provide Vaughn with periodic billing statements delineating the fees and costs incurred to date and that time spent on the matter would be billed to Vaughn on a monthly statement.

22. On July 22, 2021, almost seven months after the representation began, Respondent billed Vaughn for the first time. The invoice Respondent sent to Vaughn billed Vaughn \$4,361.57 for services performed from December 31, 2022, through July 22, 2021.

23. Respondent billed hourly against Vaughn's initial \$3,500.00 payment, applying the \$3,500.00 advance payment to the July 22, 2021 invoice.

24. After applying Vaughn's initial \$3,500.00 payment, the balance due on the invoice was \$861.57 which Vaughn did not pay.

C. M.R.¹ Grievance, ODC File No. 21-00615

25. On October 7, 2019, D.R. signed a fee agreement with Respondent for representation in a dissolution matter. The fee agreement required D.R. to pay an initial "retainer" of \$3,500.00. which was described as both securing Respondent's availability and covering initial work on the matter.

26. At the time Respondent entered into the fee agreement with D.R., Respondent planned to bill hourly against D.R.'s initial \$3,500.00 payment. The initial \$3,500.00 fee constituted an advance payment for legal fees and/or expenses incurred during the representation.

27. D.R. paid Respondent \$3,500.00 by credit card on the day the fee agreement was signed. Respondent had not earned the \$3,500.00 at the time Respondent received the funds. Respondent did not deposit this payment into a trust account.

¹ We are using initials for the grievant and the grievant's spouse to protect the privacy of D.R., the grievant's spouse.

Family law matter

28. On July 16, 2019, prior to Respondent's involvement in the dissolution matter, D.R. and D.R.'s spouse M.R., had entered into a binding CR2A Settlement Agreement. The CR2A Agreement included all the terms necessary to finalize the dissolution, including agreed versions of the findings and conclusions, final dissolution decree, and child support order.

29. Shortly after the CR2A Agreement was signed, D.R. was diagnosed with a relapse of cancer and informed that the cancer was at an advanced stage. D.R.'s medical condition limited D.R.'s income and made it very difficult for D.R. to comply with the support payments required by the CR2A Agreement. D.R. hired Respondent in hopes of modifying the CR2A Agreement due to the change in D.R.'s circumstances.

30. From the outset of the representation, Respondent was aware of D.R.'s cancer diagnosis and that D.R. had been given only a 10% chance of surviving for two years.

31. With the CR2A Agreement in place, Respondent could not file a motion to modify D.R.'s support obligations until orders were entered finalizing the dissolution.

32. In October 2019, Respondent approached M.R.'s lawyer, Melissa Denton, seeking mediation of the support obligations. Denton indicated a willingness to enter mediation if D.R. filed a petition to modify the support obligations after final orders were entered.

33. On October 23, 2019, Denton filed proposed final orders with the court and noted the matter for presentation of the final orders on November 5, 2019.

34. On November 4, 2019, D.R. wrote to Respondent indicating a desire to petition the court for modification of the spousal maintenance and child support obligations "as soon as possible."

1 35. The same day, Respondent sent signed versions of the final orders to Denton's
2 office. However, Respondent added language to one of the documents relating to capital gains
3 taxes.

4 36. Final orders were not presented to the court on November 5, 2019.

5 37. Denton called and emailed Respondent on November 26, 2019, seeking to resolve
6 the capital gains tax dispute and requesting a response as soon as possible. Respondent did not
7 respond to Denton.

8 38. On December 5, 2019, Denton's legal assistant sent Respondent an email
9 following up on Denton's November 26, 2019 email. Respondent again failed to respond.

10 39. On December 10, 2019, Denton sent Respondent another email, noting
11 Respondent's lack of response to Denton's November 26, 2019 email. Respondent again failed
12 to respond.

13 40. On January 23, 2020, Respondent wrote a letter to Denton explaining
14 Respondent's rationale for adding language relating to capital gains taxes to the final orders
15 contained in the CR2A Agreement.

16 41. On February 5, 2020, Denton's legal assistant sent Respondent final orders to
17 review which included the added capital gains tax language Respondent had requested. Denton's
18 legal assistant asked Respondent to return the signed final orders to Denton's office by February
19 7, 2020, so that they could be filed on February 10, 2020. Respondent did not respond.

20 42. On March 6, 2020, lawyer Becky Lamont from Respondent's office, writing on
21 behalf of Respondent, sent a letter with a revised version of the final pleadings to Denton.
22 Lamont's letter indicated that the revised pleadings incorporated agreed upon changes and were
23 "ready for entry" with the court.

1 43. On April 17, 2020, Respondent sent a message to Respondent's staff indicating
2 Respondent did not know whether final orders had been entered in the dissolution matter.

3 44. Over the next several days, Respondent exchanged chat messages with staff who
4 sought guidance regarding how to proceed. Respondent provided no direction to staff as to how
5 to proceed.

6 45. Respondent did not record any work activity on D.R.'s case between April 23,
7 2020, and December 11, 2020.

8 46. On December 11, 2020, Denton sent Respondent an email noting that D.R. had
9 missed support payments. Respondent replied on December 14, 2020, expressing uncertainty as
10 to the status of the matter.

11 47. On December 14, 2020, Respondent emailed D.R. asking about D.R.'s thoughts
12 on distributing the home sale proceeds that Respondent was holding in Respondent's client trust
13 account.

14 48. As of December 17, 2020, Respondent did not know whether the divorce had ever
15 been finalized. On December 18, 2020, Respondent's staff informed Respondent that court
16 records indicated that no divorce decree had been entered in D.R.'s case. In internal chat messages
17 on December 18, 2020, Respondent indicated to Respondent's staff that finalizing the dissolution
18 was about a year overdue.

19 49. On December 29, 2020, Respondent learned that D.R. had passed away earlier that
20 day.

21 50. On February 17, 2021, Respondent notified Denton via email that D.R. had died.
22 Respondent's email expressed Respondent's "dismay" upon realizing that "the final pleadings we
23 had circulated many months ago were not entered with the Thurston County Superior Court."

1 51. D.R. died without Respondent obtaining any relief on D.R.'s behalf.

2 **Delayed billing**

3 52. Respondent's fee agreement with D.R. stated that Respondent would provide D.R.
4 with periodic billing statements delineating the fees and costs incurred to date and that time spent
5 on the matter would be billed to D.R. on a monthly statement.

6 53. On February 16, 2021, sixteen months after the representation began, Respondent
7 billed for work on D.R.'s case for the first time. Respondent's invoice billed \$7,863.00 for work
8 performed from October 7, 2019, to December 21, 2020.

9 54. Respondent applied D.R.'s initial \$3,500.00 fee to the February 2021 invoice for
10 work performed on D.R.'s dissolution matter.

11 55. Because of the delay in billing, D.R. never had the opportunity to review the
12 invoice for accuracy or reasonableness and was never afforded the opportunity to control costs or
13 make informed decisions about the scope of the representation.

14 **Inaccurate billing and testimony**

15 56. Respondent added at least ten billing entries to Respondent's case management
16 software after D.R.'s death. At least five of the billing entries Respondent added after D.R.'s
17 death related to work Respondent claimed to have performed over a year earlier.

18 57. On February 16, 2021, Respondent added a billing entry for work Respondent
19 claimed to have performed on November 5, 2019. The November 5, 2019 entry on Respondent's
20 invoice billed for the following work: "Preparing for Court; Court Appearance for Presentation
21 of Orders - Thurston County Superior Court." Respondent billed 1.75 hours of time for this
22 activity and charged D.R. \$472.50.

58. Respondent did not perform the work described in the November 5, 2019 billing entry. Respondent did not spend time on November 5, 2019, preparing to attend court. The dissolution matter had been scheduled for presentation of agreed orders, and Respondent had sent signed orders to Denton the previous day. Respondent did not engage in negotiations with or otherwise communicate with Denton on November 5, 2019. Respondent also did not appear in court on November 5, 2019.

59. At ODC's May 26, 2022 deposition of Respondent, Respondent testified that the November 5, 2019 billing entry was mis-worded and that the time Respondent billed was for preparations, review, and negotiations associated with the anticipated court appearance by Denton. Respondent's deposition testimony regarding the November 5, 2019 billing entry was not accurate.

60. Respondent represents that at the time of Respondent's May 26, 2022 deposition testimony, Respondent did not have an accurate recollection of what had happened on D.R.'s case on November 5, 2019.

Proceeds from the sale of the marital home

61. Prior to Respondent's involvement in D.R.'s dissolution matter, the parties had sold their marital home. The proceeds from the sale of the marital home had been deposited in the trust account of the D.R.'s prior counsel. Ownership of these funds was disputed. The funds were the subject of an active restraining order when Respondent entered the dissolution case.

62. On October 15, 2019, the court entered a Temporary Family Law Order in the dissolution matter directing that the proceeds from the sale of the marital home be transferred from prior counsel's trust account to Respondent's trust account. The court ordered that the funds

1 remain in Respondent's trust account until further order of the court or until a written agreement
2 of the parties permitted the funds to be paid out. Respondent signed the order.

3 63. Respondent subsequently received \$42,625.82 which represented the net proceeds
4 from the sale of the marital home. Respondent deposited these funds into a trust account.

5 64. At the time of D.R.'s death, the dissolution had not been finalized and ownership
6 of the home sale proceeds remained unresolved. The home sale proceeds remained in the
7 Respondent's trust account at that time.

8 65. Upon D.R.s death, any funds held in Respondent's trust account that had been the
9 property of D.R. became the property of D.R.'s estate.

10 66. In February 2021, Respondent used a portion of the home sale proceeds held in
11 trust to pay D.R.s balance due for Respondent's legal fees. In using funds held in Respondent's
12 trust to pay D.R.'s legal bills, Respondent bypassed the probate process. Probate had not yet been
13 initiated at that time. No personal representative of the estate had been appointed at that time.

14 67. On February 17, 2021, the Respondent wrote to Denton via email describing
15 Respondent's plan to send 50% of the home sale proceeds to M.R. Denton responded the same
16 day objecting to the disbursement of funds proposed by Respondent. Denton stated that M.R. was
17 entitled to 100% of the home sale proceeds.

18 68. Respondent delayed disbursement of the remaining funds held in trust from the
19 home sale. Respondent told Denton via email that Respondent would defer the distribution of the
20 home sale proceeds to the probate process.

21 69. Respondent did not return to the trust account the portion of the home sale
22 proceeds that had already been used to pay Respondent's fees or tell Denton or M.R. that
23 Respondent had used a portion of the home sale proceeds to pay D.R.'s legal fees.

Direct communication with M.R.

70. During Respondent's representation of D.R., Respondent included M.R. as a recipient in email exchanges with M.R.'s lawyers, Denton and Kee.

71. Respondent did not have Denton's or Kee's permission to communicate directly with M.R.

72. In most of the instances of emails sent to M.R., Respondent sent a "reply all" response to emails on which M.R. had previously been included as a recipient by M.R.'s lawyers.

73. Respondent did not seek clarification from Denton or Kee as to whether they consented to Respondent including M.R. in responding to such emails.

74. On September 17, 2021, Respondent sent an email reply to Kee and M.R. about resolution of the dissolution matter. The email to which Respondent replied was a thread about the probate matter. Kee did not represent M.R. on the dissolution matter. Denton had been included a recipient of earlier emails on this thread but had not initiated or participated in the email exchange.

75. Respondent included Denton as a recipient when sending the September 17, 2021 email about the dissolution matter, but at the time Respondent sent the email, Respondent had not obtained Denton's consent, express or implied, to communicate directly with M.R. about Respondent's proposed resolution of the dissolution matter.

76. Respondent's September 17, 2021 email included a proposed stipulation and order of dismissal for the dissolution matter which addressed the disposition of the home sale proceeds. Respondent stated in the email that Respondent would submit the stipulation and order for signature via DocuSign.

1 77. On September 20, 2021, Respondent's administrative assistant sent a DocuSign
2 signature request directly to M.R. via email and did not copy Denton or Kee on the DocuSign
3 signature request email sent to M.R. M.R. signed the stipulation via DocuSign.

4 78. On September 27, 2021, Denton sent an email to Respondent stating that M.R. felt
5 tricked into signing the stipulation, because Respondent had sent the stipulation directly to M.R.
6 Denton's message stated that Respondent did not have Denton's permission to communicate
7 directly with M.R. Denton included M.R. as a recipient of this message.

8 79. Respondent replied denying having engaged in direct communication with M.R.
9 Respondent's reply included M.R. in the "To:" field.

10 80. Respondent subsequently included M.R. as a recipient of additional emails on
11 September 29 and 30, 2021, and October 1, 2021.

12 81. On October 1, 2021, Denton sent Respondent an email asking the Respondent to
13 stop including M.R. in Respondent's emails. Respondent replied the following day denying
14 having directed any communications to M.R. but agreeing to remove M.R. from future email
15 messages.

16 **D. Ruston Grievance, ODC File No. 21-00214**

17 82. On January 20, 2020, Paige Ruston hired Respondent to pursue mediation
18 regarding the parenting plan then in place for Ruston's children, or in the alternative, to petition
19 the court to modify the parenting plan.

20 83. Respondent and Ruston entered into a fee agreement the same day requiring
21 Ruston to pay an initial "retainer" of \$3,500.00. The "retainer" was described in the fee agreement
22 as both securing Respondent's availability and covering initial work on the matter.

84. At the time Respondent entered into the fee agreement with Ruston, Respondent planned to bill hourly against Ruston's initial \$3,500.00 payment. The initial \$3,500.00 fee constituted an advance payment for legal fees and/or expenses incurred during the representation.

85. Ruston paid Respondent \$3,500.00 by credit card the day the fee agreement was signed. Respondent had not earned the \$3,500.00 at the time Respondent received the funds. Respondent did not deposit this payment into a trust account.

86. The fee agreement stated that Respondent would provide Ruston with periodic billing statements delineating the fees and costs incurred to date and that time spent on the matter would be billed to Ruston on a monthly statement.

Delayed billing

87. Ruston terminated the representation on July 6, 2020.

88. On July 18, 2020, almost six months after the representation began, Respondent billed Ruston for the first time. Respondent's invoice billed Ruston was \$3,114.50 for work performed from January 20, 2020, through July 16, 2020.

89. Respondent applied Ruston's initial \$3,500.00 fee to the invoice, crediting Ruston with full payment of the amount due. After payment of the invoice, Ruston was due a refund of \$385.50, representing the unearned portion of Ruston's initial \$3,500.00 fee. On July 20, 2020, Respondent issued a refund check to Ruston from Respondent's business operating account in the amount of \$385.50.

90. At the time Ruston terminated the representation, Respondent had made only two entries in Respondent's case management system for Respondent's work performed on Ruston's case, both for dates in March 2020.

91. On July 17 and 18, 2020, Respondent made eight additional entries into Respondent's case management system for work on Ruston's case. The eight entries totaled \$2,025.00 in fees for work performed as far back as January 20, 2020.

February 6, 2020 billing entry

92. Upon receiving the bill, Ruston contacted Respondent questioning the accuracy of the bill and whether certain charges were reasonable.

93. Ruston later filed a complaint with the Better Business Bureau (BBB), challenging Respondent's billing.

94. Respondent's billing did not accurately reflect the work Respondent had performed on Ruston's case.

95. For example, for February 6, 2020, Respondent charged \$225.00 for .75 hours Respondent claims to have spent "Reviewing Center for Dialog and Resolution (CDR) process for coordination of Facilitative Mediation."

96. Respondent did not perform the work described in the February 6, 2020 billing entry. Respondent had no need to review CDR's process for coordinating facilitative mediation. Respondent was a trained mediator, regularly engaged in all types of mediation, and was extremely familiar with CDR.

February 27, 2020 billing entry

97. For February 27, 2020, Respondent charged \$450.00 for 1.5 hours Respondent claims to have spent drafting pleadings for modification of the parenting plan. Respondent charged Ruston a "Supervising Attorney" rate for this work. At Respondent's firm, a paralegal typically prepares initial drafts of modification pleadings.

1 98. Respondent did not draft pleadings for modification of the parenting plan on
2 February 27, 2020. Ruston had not provided most of the information Respondent needed to draft
3 the modification pleadings at that time. Respondent added this billing entry to Respondent's case
4 management system on July 17, 2020, more than four months after Respondent claimed to have
5 performed the work.

6 99. On April 20, 2021, in response to Ruston's BBB complaint, Respondent provided
7 the BBB with draft pleadings that Respondent claimed to have prepared on February 27, 2020.
8 Respondent submitted identical pleadings to ODC on April 30, 2021.

9 100. Respondent created the pleadings submitted to BBB on April 20, 2021, the same
10 day they were submitted to the BBB, more than a year after Respondent claimed to have drafted
11 them.

12 101. The content of the pleadings Respondent provided to ODC and the BBB does not
13 support the amount Respondent billed for initial drafting of modification pleadings.

14 **March 3, 2020 billing entry**

15 102. For March 3, 2020, Respondent billed Ruston \$150.00 for Respondent's drafting
16 of an engagement letter. Respondent billed 0.5 hours for this work at the "Supervising Attorney"
17 rate.

18 103. Respondent did not draft the engagement letter. The engagement letter was
19 prepared by a paralegal using a template and signed by the paralegal on Respondent's behalf.

20 **BBB complaint**

21 104. In Ruston's complaint to the BBB, Ruston alleged poor communication, lack of
22 regular billing, questionable charges, and unsolicited legal advice from a paralegal at
23 Respondent's firm.

105. Ruston initially submitted a private complaint. Ruston resubmitted the complaint as a public complaint when Respondent questioned whether Ruston had really filed a BBB complaint.

106. Respondent submitted a written response to the public complaint. Respondent's BBB response described Ruston's objectives in seeking legal representation and included a copy of Ruston's parenting plan. The parenting plan contained the full names of Ruston's children, the custody arrangement and residential schedule for the children, and a provision indicating that a relative, who was identified by name, was barred from having unsupervised contact with the children.

107. It was not necessary for Respondent to disclose any of the above information in order to defend against Ruston's BBB complaint.

III. STIPULATION TO MISCONDUCT

108. By failing to deposit advance fee payments received from Schiele, Vaughn, Ruston, and D.R. into a trust account, Respondent violated RPC 1.15A(c)(2).

109. By failing to timely communicate with Schiele, Vaughn, Ruston, & D.R. regarding the legal fees that they had incurred, Respondent violated RPC 1.4(a) and (b).

110. By failing to act with reasonable diligence in representing D.R. and failing to take reasonable steps to complete the dissolution and file a petition for modification of D.R.'s support obligations, Respondent violated RPC 1.3.

111. By charging D.R. and Ruston for work that was not performed, and by charging Ruston at a lawyer rate for work performed by a nonlawyer, Respondent violated RPC 1.5(a) and RPC 8.4(c).

112. By offering inaccurate testimony under oath at a disciplinary deposition about work allegedly performed for D.R. on November 5, 2019, Respondent violated RPC 8.4(c), and RPC 8.4(d).

113. By taking funds held in trust for D.R.'s estate and using those funds to pay D.R.'s legal fees outside of the probate process, and by giving priority to Respondent's claim for fees over the claims of other creditors, Respondent violated RPC 8.4(d).

114. By removing funds whose ownership was disputed from Respondent's trust account in order to pay Respondent's fees in D.R.'s matter without first resolving the ownership dispute, Respondent violated RPC 1.15A(g).

115. By communicating with M.R. about the subject of the representation without the consent of M.R.'s lawyers, by failing to take steps to ascertain whether M.R.'s lawyer(s) consented to such communication, by continuing to communicate with M.R. after M.R.'s lawyer(s) objected, and by directing a staff member to send a proposed stipulation directly to M.R., Respondent violated RPC 4.2 and RPC 8.4(a).

116. By disclosing confidential information relating to the representation of Ruston to the BBB, Respondent violated RPC 1.6.

IV. PRIOR DISCIPLINE

117. Respondent has no prior discipline.

V. APPLICATION OF ABA STANDARDS

118. The following American Bar Association Standards for Imposing Lawyer Sanctions (1991 ed. & Feb. 1992 Supp.) apply to this case: ABA Standard 4.1, ABA Standard 4.2, ABA Standard 4.4, ABA Standard 4.6, ABA Standard 6.1, ABA Standard 6.3, ABA Standard 7.0. These standards are set forth in Appendix A.

1 119. Respondent acted knowingly with respect to the:

2 a) failure to deposit advance fee payments into a trust account as required in
3 each of the above matters;

4 b) lack of reasonable communication regarding billing in each of the above
5 matters;

6 c) inaccurate billing and unreasonable fees charged in Ruston's and D.R.'s
7 matters;

8 d) improper disbursement of disputed funds held in trust in D.R.'s matter and failure
9 to return the disputed funds to a trust account;

10 e) disbursement of estate funds to pay the Respondent's legal fees in D.R.'s matter
11 without going through the probate process;

12 f) direct communications with M.R. without the consent of M.R.'s lawyer; and

13 g) disclosure of confidential information in Ruston's matter.

14 120. Respondent's failure to deposit advance payments into a trust account caused
15 potential injury to the clients who were denied the protection afforded them by a trust account.

16 121. Under ABA Standard 4.12, the presumptive sanction for this mishandling of client
17 funds is suspension.

18 122. Respondent's lack of reasonable communication regarding billing caused injury
19 to the clients who were denied the opportunity to control the costs of representation.

20 123. Under ABA Standard 4.42, the presumptive sanction for Respondent's lack of
21 reasonable communication is suspension.

22 124. The inaccurate billing and unreasonable fees in Ruston's and D.R.'s matters
23 caused these clients financial injury.

1 125. Under ABA Standard 4.12 and ABA Standard 4.62, the presumptive sanction for
2 this misconduct is suspension.

3 126. Respondent's disclosure of confidential information in Ruston's matter injured
4 Ruston and Ruston's children by depriving them of the privacy to which they were entitled.

5 127. Under ABA Standard 4.21, the presumptive sanction for this misconduct is
6 suspension.

7 128. Respondent's disbursement of disputed trust funds and failure to return those funds to
8 a trust account after an objection was raised caused potential injury to M.R. as the funds claimed
9 by M.R. were not protected in a trust account.

10 129. Under ABA Standard 4.12, the presumptive sanction for this misconduct is
11 suspension.

12 130. Respondent's use of estate funds to pay the Respondent's legal fees without going
13 through the probate process caused potential injury to the legal system and to the estate's other
14 creditors.

15 131. Under ABA Standard 7.2, the presumptive sanction for this misconduct is
16 suspension.

17 132. Respondent's direct communication with M.R., personally and through staff,
18 without the consent of M.R.'s lawyer caused potential injury to M.R. by circumventing the
19 protection of counsel.

20 133. Under ABA Standard 6.32, the presumptive sanction for this misconduct is
21 suspension.

22 134. Respondent acted negligently with respect to the lack of reasonable diligence in
23 prosecuting the D.R.'s dissolution matter.

6 137. Respondent was negligent in providing inaccurate testimony during the deposition
7 conducted by ODC.

9 139. Under ABA Standard 6.13, the presumptive sanction for this misconduct is
10 reprimand.

(b) dishonest or selfish motive;
(c) pattern of misconduct;
(d) multiple offenses; and
(i) substantial experience in the practice of law (licensed in Washington since 2000).

16	(a)	absence of a prior disciplinary record;
	(c)	personal or emotional problems; and
17	(g)	character or reputation.

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

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

23 144. The parties stipulate that Respondent shall receive a 14-month suspension.

VII. CONDITIONS OF REINSTATEMENT

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

VIII. CONDITIONS OF PROBATION

146. Respondent will be subject to probation for a period of two years beginning when Respondent is reinstated to the practice of law and shall comply with the specific probation terms set forth below. Respondent's compliance with these conditions will be monitored by the Probation Administrator of the Office of Disciplinary Counsel ("Probation Administrator"). Failure to comply with a condition of probation listed herein may be grounds for further disciplinary action under ELC 13.8(b).

Practice Monitor

- a) During the period of probation, Respondent's practice will be supervised by a practice monitor. The practice monitor must be a WSBA member with no record of public discipline and who is not the subject of a pending public disciplinary proceeding.
- b) The role of the practice monitor is to consult with and provide guidance to Respondent regarding case management, office management, and avoiding violations of the Rules of Professional Conduct, and to provide reports and information to the Probation Administrator regarding Respondent's compliance with the terms of probation and the RPC. The practice monitor does not represent the Respondent.
- c) At the beginning of the probation period, the Probation Administrator will select a lawyer to serve as practice monitor for the period of Respondent's probation.
 - i) Initial Challenge: If, within 15 days of the written notice of the selection of a practice monitor, Respondent sends a written request to the Probation Administrator that another practice monitor be selected, the Probation Administrator will select another practice monitor. Respondent need not identify any basis for this initial request.
 - ii) Subsequent Challenges: If, after selection of a second (or subsequent) practice monitor, Respondent believes there is good cause why that individual should not serve as practice monitor, Respondent may, within 15 days of notice of the selected practice monitor, send a written request to the Probation Administrator asking that another practice monitor be selected. That request

1 must articulate good cause to support the request. If the Probation
2 Administrator agrees, another practice monitor will be selected. If the
3 Probation Administrator disagrees, the Office of Disciplinary Counsel will
4 submit its proposed selection for practice monitor to the Chair of the
Disciplinary Board for appointment pursuant to ELC 13.8(a)(2), and will also
provide the Chair with the Respondent's written request that another practice
monitor be selected.

- 5 d) In the event the practice monitor is no longer able to perform the practice monitor's
6 duties, the Probation Administrator will select a new practice monitor at the Probation
Administrator's discretion.
- 7 e) During the period of probation, Respondent must cooperate with the named practice
8 monitor. Respondent must meet with the practice monitor at least once per month.
Respondent must communicate with the practice monitor to schedule all required
9 meetings.
- 10 f) The Respondent must bring to each meeting a current, complete written list of all
11 pending client legal matters being handled by the Respondent. The list must identify
the current status of each client matter and any problematic issues regarding each
client matter. The list may identify clients by using the client's initials rather than the
client's name.
- 12 g) At each meeting, the practice monitor will discuss with Respondent practice issues
13 that have arisen or are anticipated. In light of the conduct giving rise to the imposition
of probation, ODC recommends that the practice monitor and Respondent discuss
14 whether Respondent is diligently making progress on each client matter, whether
Respondent is in communication with each client, whether Respondent has promptly
15 billed each client, and whether Respondent's fee agreements are consistent with the
RPC and are understandable to the client. Meetings may be in person or by telephone
16 at the practice monitor's discretion. The practice monitor uses discretion in
determining the length of each meeting.
- 17 h) The practice monitor will provide the Probation Administrator with quarterly written
18 reports regarding Respondent's compliance with probation terms and the RPC. Each
report must include the date of each meeting with Respondent, a brief synopsis of the
19 discussion topics, and a brief description of any concerns the practice monitor has
regarding the Respondent's compliance with the RPC. The report must be signed by
20 the practice monitor. Each report is due within 30 days of the completion of the
quarter.
- 21 i) If the practice monitor believes that Respondent is not complying with any of
22 Respondent's ethical duties under the RPC or if Respondent fails to schedule or attend
a monthly meeting, the practice monitor will promptly communicate that to the
23 Probation Administrator.

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

- 3 i) \$250 due within 30 days of the start of the probation;
4 ii) \$250 due within 6 months of the start of the probation period;
5 iii) \$250 due within 12 months of the start of the probation period; and
6 iv) \$250 due within 18 months of the start of the probation period.

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

8 **IX. RESTITUTION**

9 147. Respondent has already paid restitution to Paige Ruston in the amount of
10 \$1,725.00, so no additional restitution is required in that matter.

11 148. Respondent has already credited the estate of D.R.in the amount of \$472.50, so no
12 additional restitution is required in that matter.

13 **X. COSTS AND EXPENSES**

14 149. In light of Respondent's willingness to resolve this matter by stipulation at an early
15 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$5,107.50
16 in accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l)
17 if these costs are not paid within 30 days of approval of this stipulation. Reinstatement from
18 suspension is conditioned on payment of costs.

19 **XI. VOLUNTARY AGREEMENT**

20 150. Respondent states that prior to entering into this Stipulation Respondent has
21 consulted independent legal counsel regarding this Stipulation, that Respondent is entering into
22 this Stipulation voluntarily, and that no promises or threats have been made by ODC, the
23

1 Association, nor by any representative thereof, to induce the Respondent to enter into this
2 Stipulation except as provided herein.

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

5 XII. LIMITATIONS

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

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

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

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

1 156. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it
2 will be followed by the disciplinary action agreed to in this Stipulation. All notices required in
3 the Rules for Enforcement of Lawyer Conduct will be made. Respondent represents that
4 Respondent has not been admitted to practice law in any jurisdictions other than Washington,
5 regardless of whether Respondent's current status any such jurisdiction is active, inactive, or
6 suspended.

7 157. If this Stipulation is not approved by the Disciplinary Board and Supreme Court,
8 this 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
12 to Suspension and Probation as set forth above.

13
14 DocuSigned by:

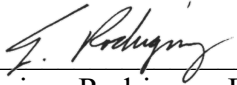
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15 _____
Leslie R. Bottimore, Bar No. 29957
16 Respondent

Dated: 4/26/2024

17 DocuSigned by:

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18 _____
David J. Elkanich, Bar No. 35956
19 Counsel for Respondent

Dated: 4/26/2024

20 
21 _____
Francisco Rodriguez, Bar No. 22881
22 Senior Disciplinary Counsel

Dated: 04/26/2024
