

FILED

Jan 8, 2025

Disciplinary
Board

Docket # 038

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

JOHN PHILLIP ABRAMS,

Lawyer (Bar No. 31068).

Proceeding No. 23#00061

ODC File No. 20-00876

STIPULATION TO REPRIMAND

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Reprimand is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Sachia Stonefeld Powell, Respondent's Counsel Kevin M. Bank and Respondent lawyer John Phillip Abrams.

Respondent understands that Respondent is entitled under the ELC to a hearing, to present exhibits and witnesses on Respondent's behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that Respondent is entitled under the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the Supreme Court. Respondent further understands that a hearing and appeal could result in an outcome more favorable or less favorable to Respondent. Respondent chooses to resolve this

1 proceeding now by entering into the following stipulation to facts, misconduct and sanction to
2 avoid the risk, time, and expense attendant to further proceedings.

3 **I. ADMISSION TO PRACTICE**

4 1. Respondent was admitted to practice law in the State of Washington on June 7, 2001.

5 **II. STIPULATED FACTS**

6 2. Martha Church and Leonard Oddo (collectively "Church") wanted to end their ownership
7 of a timeshare purchased from Marriott Vacation Club (MVC).

8 3. As of 2019, Respondent practiced law under the name the Abrams Firm (the firm).

9 4. Church found Respondent's firm's website.

10 5. Respondent was responsible for the content on the firm's website.

11 6. The firm's website stated that the firm could terminate or cancel a timeshare.

12 7. The firm's website stated that timeshare contracts were terminated in 45 days or less
13 in every case the firm accepted.

14 8. Respondent's misuse of the word "termination" without qualifying language was
15 negligent in this context.

16 9. The firm's website stated that "only sure cases are accepted."

17 10. The firm's website stated that "Consumer Protection Attorney holds the Best Known,
18 Published Track Record in the Timeshare Divestment Industry."

19 11. The statements described in ¶¶ 6-10 above omitted facts necessary to make the
20 statements considered as a whole not materially misleading.

21 12. In November 2019, Church hired Respondent.

22 13. On November 19, 2019, Church signed Respondent's fee agreement.

23 14. The fee agreement required a \$2,000 fee.

1 15. The fee agreement identified that the fee was half a flat fee for legal services and half
2 "an availability retainer."

3 16. The \$1,000 "availability retainer" was actually an advance fee for future services.

4 17. The fee agreement did not state that the client may be entitled to a refund of a portion
5 of the \$2,000 fee if the agreed-upon legal services have not been completed.

6 18. Church paid Respondent \$2,000.

7 19. Respondent did not deposit any of the funds received from Church into a trust account.

8 III. STIPULATION TO MISCONDUCT

9 20. By including statements on the firm's website that omitted facts necessary to make the
10 statements considered as a whole not materially misleading, Respondent violated RPC 7.1.

11 21. By failing to deposit Church's advance fees into the trust account, Respondent violated
12 RPC 1.5(f)(2) and RPC 1.15A(c)(2).

13 22. By failing to include a provision in the fee agreement that the client may be entitled to
14 a refund of a portion of the fee if the agreed upon legal services were not completed, Respondent
15 violated RPC 1.5(b).

16 IV. PRIOR DISCIPLINE

17 23. Respondent has no prior discipline.

18 V. APPLICATION OF ABA STANDARDS

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

21 4.1 *Failure to Preserve the Client's Property*

22 4.11 **Disbarment** is generally appropriate when a lawyer knowingly converts
23 client property and causes injury or potential injury to a client.

1 4.12 **Suspension** is generally appropriate when a lawyer knows or should know
2 that he is dealing improperly with client property and causes injury or
potential injury to a client.

3 4.13 **Reprimand** is generally appropriate when a lawyer is negligent in dealing
with client property and causes injury or potential injury to a client.

4 4.14 **Admonition** is generally appropriate when a lawyer is negligent in dealing
with client property and causes little or no actual or potential injury to a
client.

5 **7.0 Violations of Duties Owed as a Professional**

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

9 7.2 **Suspension** is generally appropriate when a lawyer knowingly engages in
conduct that is a violation of a duty owed as a professional and causes
injury or potential injury to a client, the public, or the legal system.

10 7.3 **Reprimand** is generally appropriate when a lawyer negligently engages in
conduct that is a violation of a duty owed as a professional and causes
injury or potential injury to a client, the public, or the legal system.

11 7.4 **Admonition** is generally appropriate when a lawyer engages in an isolated
12 instance of negligence that is a violation of a duty owed as a professional,
and causes little or no actual or potential injury to a client, the public, or
13 the legal system.

14 25. Respondent acted negligently with respect to the conduct described in ¶¶ 3-19 above.

15 26. There is potential injury to a client and/or the public when lawyers communicate false
16 or misleading communication.

17 27. Church was potentially injured because Church's funds were not protected in trust.

18 28. The presumptive sanction is reprimand under ABA Standards 4.1 and 7.0.

19 29. The following aggravating factors apply under ABA Standard 9.22:

20 (d) multiple offenses;

(i) substantial experience in the practice of law [admitted 2001].

21 30. The following mitigating factors apply under ABA Standard 9.32:

22 (a) absence of a prior disciplinary record;

23 (b) absence of dishonest or selfish motive.

1 **VI. STIPULATED DISCIPLINE**

2 31. The parties stipulate that Respondent shall receive a reprimand.

3 **VII. RESTITUTION**

4 32. No restitution is appropriate in this matter.

5 **VIII. COSTS AND EXPENSES**

6 33. Respondent shall pay attorney fees and administrative costs of \$884.43 in accordance
7 with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if these costs
8 are not paid within 30 days of approval of this stipulation.

9 **IX. VOLUNTARY AGREEMENT**

10 34. Respondent states that prior to entering into this Stipulation Respondent has consulted
11 independent legal counsel regarding this Stipulation, that Respondent is entering into this
12 Stipulation voluntarily, and that no promises or threats have been made by ODC, the Association,
13 nor by any representative thereof, to induce the Respondent to enter into this Stipulation except
14 as provided herein.

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

17 **X. LIMITATIONS**

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

23 37. This Stipulation is not binding upon ODC or the respondent as a statement of all

1 existing facts relating to the professional conduct of the Respondent, and any additional existing
2 facts may be proven in any subsequent disciplinary proceedings.

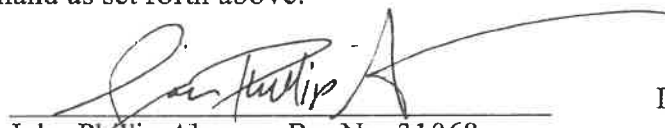
3 38. This Stipulation results from the consideration of various factors by both parties,
4 including the benefits to both by promptly resolving this matter without the time and expense of
5 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
6 such, approval of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

9 39. Under ELC 3.1(b), all documents that form the record before the Hearing Officer for
10 Hearing Officer's review become public information on approval of the Stipulation by the
11 Hearing Officer, unless disclosure is restricted by order or rule of law.

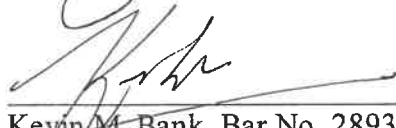
12 40. If this Stipulation is approved by the Hearing Officer, it will be followed by the
13 disciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement
14 of Lawyer Conduct will be made. Respondent represents that Respondent is not admitted to
15 practice law in any other jurisdiction.

16 41. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have no
17 force or effect, and neither it nor the fact of its execution will be admissible as evidence in the
18 pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil or
19 criminal action.

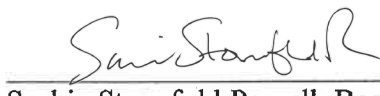
1 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
2 Reprimand as set forth above.

3 
4 John Philip Abrams, Bar No. 31068
5 Respondent

Dated: Jan. 2, 2025

6 
7 Kevin M. Bank, Bar No. 28935
8 Counsel for Respondent

Dated: Jan. 2, 2025

9 
10 Sachia Stonefeld Powell, Bar No. 21166
11 Disciplinary Counsel

Dated: 1/2/25