

FILED

Jul 22, 2024

Disciplinary
Board

Docket # 037

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

LEAH RACHEL ALTARAS,
Lawyer (Bar No. 39266).

Proceeding No. 22#00063

ODC File No(s). 21-00003 and 22-01090

STIPULATION TO 45-DAY SUSPENSION

Following settlement conference conducted
under ELC 10.12(h)

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), and following a settlement conference conducted under ELC 10.12(h), the following Stipulation to 45-Day Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Henry Cruz, Respondent's Counsel Kevin M. Bank, and Respondent lawyer Leah Rachel Altaras.

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 October 29,
5 2007.

6 **II. STIPULATED FACTS**

7 2. At all relevant times, Respondent maintained an Interest on Lawyer's Trust Account
8 (IOLTA) ending in 7981 at Bank of America for the deposit of client funds.

9 **Overdrafts**

10 3. On or about January 7, 2021, Respondent initiated a \$261 electronic funds transfer
11 (EFT) for a filing fee on behalf of client MM from account 7981.

12 4. Respondent had insufficient funds in account 7981 to cover the EFT.

13 5. Bank of America paid the EFT but issued an overdraft notice to ODC.

14 6. On or about January 15, 2021, check #1148 in the amount of \$3,235.90 to client TB
15 was presented against insufficient funds in account 7981.

16 7. Bank of America returned the check unpaid and issued a second overdraft notice to
17 ODC.

18 8. On February 10, 2021, Respondent deposited \$3,235.90 into account 7981 from
19 Respondent's operating account ending in 7978.

20 9. Check #1148 to client TB subsequently cleared for payment.

Withdrawing Fees Without Reasonable Notice

10. From July 20, 2020, to April 7, 2021, Respondent made nine withdrawals totaling \$6,197.94 from account 7981.

11. The nine withdrawals do not appear in Respondent's client ledgers.

12. Respondent initially identified the purpose of the nine withdrawals in Respondent's check register as either unknown or "law firm."

13. After the Formal Complaint was filed, Respondent identified all but one of the nine withdrawals (\$1,259.50) as earned but unbilled fees in multiple client matters.

14. Respondent did not give prior written notice to those clients of Respondent's intent to withdraw the earned fees.

15. Some of those clients did not have sufficient funds in the trust account to cover the withdrawals.

16. The withdrawals up to January 8, 2021, resulted in a negative check register balance for account 7981 from December 3, 2020, to January 14, 2021.

Trust Account No. 7981

17. An ODC Auditor performed an examination of financial records for Respondent's trust account 7981 and funds related to that account for the period of January 1, 2020, through March 31, 2022 (audit period).

18. During the audit period, Respondent did not maintain a complete and/or current check register for the trust account.

19. During the audit period, Respondent did not maintain complete and/or current client ledgers for the trust account.

20. During the audit period, Respondent did not reconcile a check register to the bank

1 statements for the trust account.

2 21. During the audit period, Respondent did not reconcile a check register to client
3 ledgers for the trust account.

4 22. During the audit period, Respondent disbursed more funds on behalf of clients TA,
5 MM, and S.LLC than these three clients had on deposit, meaning Respondent used funds
6 belonging to other clients on behalf of TA, MM, and S.LLC.

7 23. During the audit period, Respondent made multiple cash withdrawals totaling
8 \$58,175.00 from the trust account.

9 24. As of March 31, 2022, Respondent's trust account had a shortage of \$2,937.24.

10 **Client TA**

11 25. Respondent represented client TA in a personal injury matter.

12 26. On or about January 7, 2022, Respondent received a \$50,000.00 settlement check
13 dated December 28, 2021, from EMC Insurance payable to "Altaras Law PLLC in trust for [TA]"
14 in connection with the personal injury matter. Client TA was aware that EMC would be sending
15 the check to Respondent at Respondent's office address in Washington.

16 27. Respondent held the settlement check at Respondent's office in Washington. At the
17 time, Respondent was living in Arizona where Respondent had moved in early 2020 at the start
18 of the COVID-19 pandemic to live with Respondent's partner. Within weeks, Respondent's
19 partner began physically abusing Respondent. At the time the settlement check was sent to
20 Respondent's Washington office, Respondent was still living in Arizona and trying to exit the
21 relationship.

22 28. Respondent did not deposit the settlement check in a trust account before it became
23 void on June 26, 2022.

1 29. By June 2022, Respondent had managed to leave the relationship and had returned
2 to Washington.

3 30. With a form submitted to EMC Insurance, Respondent returned the settlement check
4 and marked a box on the form that read: "check attached, please reissue (bank will no longer
5 honor)."

6 31. On July 19, 2022, on advice of the ODC auditor, Respondent opened a new IOLTA
7 account ending in 3882 at Bank of America.

8 32. In July 2022 or August 2022, Respondent received the reissued settlement check.

9 33. On August 12, 2022, Respondent deposited the reissued settlement check into
10 account 3882.

11 34. Client TA was aware of and did not object to the fact that the settlement check was
12 being held by Respondent at Respondent's Washington office pending Respondent's successfully
13 exiting the abusive relationship and returning to Washington.

14 **Sumit Garg Grievance**

15 35. Respondent represented Sumit Garg in a protection order matter initiated by Melissa
16 Hutchins (Hutchins v. Garg, King County Superior Court Case No. 20-2-11274-7), which was
17 filed on July 16, 2020.

18 36. Respondent also represented Garg's spouse, Christina Hefton, in Hefton's petition
19 for an anti-harassment order against Hutchins (Hefton v. Hutchins, King County District Court
20 Case No. 205-01215), which was filed on July 9, 2020.

21 37. Garg and Hefton executed a conflict of interest waiver prior to Respondent
22 representing them.

23 38. Mark Blair represented Hutchins in both matters.

1 39. On December 16, 2020, Hefton's petition for an anti-harassment order against
2 Hutchins was denied.

3 40. On or about March 2021, Garg was taken into federal custody and charged with
4 multiple counts of criminal conduct related to the civil protection order matters.

5 41. Garg has remained detained in federal custody ever since.

6 42. After a hearing on July 1, 2021, the court granted Hutchins's petition for protection
7 order.

8 43. The court ordered King County law enforcement to serve Garg a copy of the
9 protection order.

10 44. The court also granted attorney fees for Hutchins.

11 45. The court set a hearing on attorney fees for August 25, 2021.

12 46. Prior to the August 25, 2021 hearing, Respondent was served with a Certificate of
13 Attorney Fees and Costs in the Hutchins matter, along with an itemized report of fees and costs,
14 and a Supplement Exhibit that contained copies of costs receipts ("attorney fees request") by
15 Blair.

16 47. The attorney fees request incorrectly included approximately \$8,000 in attorney fees
17 from the Hefton matter.

18 48. The attorney fees request did not indicate which fees and costs were from the
19 Hutchins matter and which were from the Hefton matter. Respondent asserts that Respondent
20 believed that the attorney fees request was reasonable overall because Respondent's legal work
21 on behalf of Hefton in the Hefton matter was related to and material to Respondent's legal work
22 in defending Garg in the Hutchins matter.

23 49. Respondent asserts that Respondent mailed Garg a copy of the attorney fees request,
24

1 but Garg did not receive it and the federal detention center has no record of the mailing.

2 50. Respondent did not consult with Garg about the attorney fees request.

3 51. Respondent did not investigate whether all claimed attorney fees and costs in the
4 attorney fees request arose solely from the Hutchins matter.

5 52. Respondent did not respond to the attorney fees request for the reasons stated in
6 paragraph 48.

7 53. At the August 25, 2021 hearing, the court issued a Judgment and Order on Attorney
8 Fees and Costs ("judgment") in the Hutchins matter, ordering Garg to pay Hutchins \$17,265 in
9 attorney fees and \$9,695.24 in costs for a total judgment of \$26,960.24 with 12% interest per
10 annum.

11 54. The attorney fees Garg was ordered to pay included approximately \$8,000 in fees
12 from the Hefton matter.

13 55. The judgment did not contain an order that law enforcement serve a copy on Garg.

14 56. Respondent did not appear at the August 25, 2021 hearing.

15 57. Respondent was served a copy of the judgment.

16 58. Respondent did not inform Garg of the judgment.

17 59. Respondent did not provide a copy of the judgment to Garg. Respondent mistakenly
18 believed that law enforcement would serve Garg because Garg was in federal custody, as it had
19 done previously with the protective order.

20 60. Respondent was still Garg's lawyer in the Hutchins matter at the time the court
21 issued the judgment.

22 61. Garg did not become aware of the judgment until approximately late July 2022,
23 when Garg's public defender, Peter Camiel, received a copy in discovery from the United States
24

1 Attorney's Office.

2 62. On November 21, 2023, Blair filed a motion to modify the judgment in the Hutchins
3 matter to reduce the award from \$26,960.24 to \$18,960.24 due to incorrectly requesting \$8,000
4 in fees from the Hefton matter in the attorney fees request.

5 63. On January 11, 2024, the court granted the motion and reduced the fee award to
6 \$18,960.24 nunc pro tunc to August 25, 2021.

7 64. During the time period Respondent represented Garg, Respondent was living in
8 Arizona and experiencing extreme domestic violence.

9 **III. STIPULATION TO MISCONDUCT**

10 65. By withdrawing earned fees prior to giving reasonable notice to the client of
11 Respondent's intent to do so through a billing statement or other document, Respondent violated
12 RPC 1.15A(h)(3).

13 66. By making cash withdrawals from the trust account ending in 7981, Respondent
14 violated RPC 1.15A(h)(5).

15 67. By disbursing more funds than clients had on deposit in the trust account ending in
16 7981 and by using one client's funds on behalf of another, Respondent violated RPC 1.15A(h)(8).

17 68. By failing to maintain a complete and current check register and complete and
18 current client ledgers for the trust account ending in 7981, Respondent violated RPC 1.15A(h)(2),
19 RPC 1.15B(a)(1), and RPC 1.15B(a)(2).

20 69. By failing to perform bank statement and client ledger reconciliations for the trust
21 account ending in 7981, Respondent violated RPC 1.15A(h)(6) and RPC 1.15B(a)(8).

22 70. By failing to hold client funds in a trust account and by failing to promptly deposit
23 and hold client TA's funds in a trust account, Respondent violated RPC 1.15A(c)(1).

71. By failing to investigate and respond to the attorney fees request while representing Garg, and by failing to appear at the attorney fees hearing, Respondent violated RPC 1.3.

72. By failing to ensure Garg received a copy of the attorney fees request, by failing to discuss the attorney fees request or judgment with Garg, and by failing to inform Garg about the judgment, Respondent violated RPC 1.4(a) and RPC 1.4(b).

IV. PRIOR DISCIPLINE

73. Respondent has no prior public disciplinary history.

V. APPLICATION OF ABA STANDARDS

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

ABA Standard 4.1 - Failure to Preserve the Client's Property

- 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client.
- 4.12 Suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client.
- 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with client property and causes injury or potential injury to a client.
- 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing with client property and causes little or no actual or potential injury to a client.

ABA Standard 4.4 - Lack of Diligence

- 4.41 Disbarment is generally appropriate when:
 - (a) a lawyer abandons the practice and causes serious or potentially serious injury to a client; or
 - (b) a lawyer knowingly fails to perform services for a client and causes serious or potentially serious injury to a client; or
 - (c) a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client.
- 4.42 Suspension is generally appropriate when:
 - (a) a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client, or
 - (b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.

1 4.43 Reprimand is generally appropriate when a lawyer is negligent and does
2 not act with reasonable diligence in representing a client, and causes injury
3 or potential injury to a client.

4 4.44 Admonition is generally appropriate when a lawyer is negligent and does
5 not act with reasonable diligence in representing a client, and causes little
6 or no actual or potential injury to a client.

7 75. Respondent should have known that Respondent was not properly handling funds held
8 in trust.

9 76. Respondent's failure to properly handle client funds and properly manage
10 Respondent's trust account caused potential injury to clients or third parties.

11 77. The presumptive sanction for Respondent's violations of RPC 1.15A is suspension.

12 78. Respondent acted negligently in regard to the RPC 1.3 and RPC 1.4 violations.

13 79. Respondent's failure to diligently act and communicate may have resulted in a larger
14 initial fee judgment against Garg without Garg's knowledge.

15 80. The presumptive sanction for Respondent's violations of RPC 1.3 and RPC 1.4 is
16 reprimand.

17 81. The following aggravating factors apply under ABA Standard 9.22:

- 18 (d) multiple offenses; and
19 (i) substantial experience in practice of law (admitted in 2007)

20 82. The following mitigating factors apply under ABA Standard 9.32:

- 21 (a) absence of prior disciplinary record;
22 (c) personal or emotional problems (extreme domestic violence occurring
23 throughout the audit period and during Respondent's representation of
24 Garg; see Confidential Attachment);
25 (g) character or reputation (Respondent submitted letters from clients and
26 colleagues vouching for Respondent's reputation as a respected criminal
27 and family lawyer in the Puget Sound area who has served the community
28 in several volunteer roles); and
29 (l) remorse.

30 83. There is a substantial connection between Respondent's personal or emotional

1 problems and all misconduct.

2 84. The mitigating factor of personal or emotional problems (Domestic Violence) in this
3 case merits substantial weight.

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

6 86. On balance, the aggravating and mitigating factors do not require a departure from the
7 presumptive sanction of suspension but do warrant a shorter suspension than the presumptive
8 length of suspension (six months).

9 VI. STIPULATED DISCIPLINE

10 87. The parties stipulate that Respondent shall receive a 45-day suspension for
11 Respondent's conduct.

12 VII. CONDITIONS OF REINSTATEMENT

13 88. As a condition of reinstatement from suspension, Respondent must complete the
14 following steps to disburse any funds that are owed to clients or third parties and to receive
15 additional education on how to handle client funds in compliance with the Washington Supreme
16 Court's RPC 1.15A and RPC 1.15B:

- 17 a) Respondent must provide proof of having deposited Respondent's own funds to the
18 trust account to cure any outstanding shortage reflected in the Auditor Report dated
19 October 4, 2022.
- 20 b) For each of the clients listed in the Auditor Report dated October 4, 2022, Respondent
21 must provide ODC with complete documentary evidence demonstrating either that
22 the client or third party is not entitled to a return of any of the amount listed and
23 Respondent has removed that amount from the trust account, or that Respondent has
24 provided the client or third party with a complete accounting of funds and returned to
the client or third party any unearned amounts and/or any amounts to which
Respondent cannot establish entitlement.
- c) For the time frame of April 1, 2022, up through the date of submission to ODC for
consideration of reinstatement, Respondent must provide to ODC, for each trust
account open during any portion of that time frame, copies of the following:

- any and all bank statements,
- copies of any and all deposited items,
- copies of any and all records of disbursements,
- a complete and accurate check register identifying every transaction,
- complete and accurate client ledgers identifying every transaction attributable to a client,
- monthly reconciliations between the check register and the bank statement,
- monthly reconciliations between the check register and the client ledgers, and
- if the Respondent maintains trust-account records in QuickBooks, provide an electronic copy of the file with the trust-account records.

- d) Respondent must carefully review the WSBA publication Managing Client Trust Accounts: Rules, Regulations, and Common Sense, and provide disciplinary counsel with a signed certification that Respondent has done so.
- e) Respondent must complete the WSBA continuing legal education course entitled, “Basics of Trust Accounting (Getting Your Ducks in a Row)” (March 2021), or an equivalent 1.0 credit on managing trust accounts in Washington State, and provide disciplinary counsel with documentation showing that Respondent has done so.
- f) Respondent will prepare and provide to ODC a detailed written plan setting forth (1) a procedure for handling client funds in accord with all the provisions of RPC 1.15A and 1.15B, (2) steps that Respondent will take, on a monthly basis, to assure that the procedure is followed, (3) identification of each person, in addition to the Respondent, who will be responsible for any aspect of receiving, tracking, or disbursing client funds, and (4) training that Respondent has provided to each person who will be responsible for any aspect of receiving, tracking or disbursing client funds.
- g) To be eligible for reinstatement under ELC 13.3(b)(1)(B), Respondent must provide the required documentation to disciplinary counsel at least 30 days prior to seeking certification of compliance with reinstatement provisions.

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

VIII. CONDITIONS OF PROBATION

90. Respondent will be subject to probation for a period of 24 months beginning on the date Respondent is reinstated to the practice of law, with periodic reviews under ELC 13.8 of their trust account practices.

91. Respondent must comply with the specific probation terms set forth below. Failure to comply with a condition of probation listed herein may be grounds for further disciplinary action under ELC 13.8(b).

Trust Account Probation

92. Respondent shall carefully review and fully comply with RPC 1.15A and RPC 1.15B, and shall carefully review the current version of the publication, Managing Client Trust Accounts: Rules, Regulations, and Common Sense.

93. For all client matters, Respondent shall have a written fee agreement signed by the client, which agreements are to be maintained for least seven years (see RPC 1.15B(a)(3)).

94. On a monthly basis, using ODC's form report entitled "Monthly Reconciliation and Review Report," Respondent shall review the trust-account records detailed on the form report, review the completed report, and sign and date the completed report.

95. On a quarterly basis, Respondent shall provide ODC's audit staff with all trust-account records for the time period to be reviewed by ODC's audit staff and disciplinary counsel for compliance with the RPC:

- i) Months 1 – 3. By no later than the 30th day of the fourth month after the commencement of probation, Respondent shall provide the trust account records from the date of commencement of probation to the end of the third full month.
- ii) Months 4 – 6. By no later than the 30th day of the seventh month after the commencement of probation, Respondent shall provide the trust account records from the end of the previously provided quarter through the end of month six.
- iii) Months 7 – 9. By no later than the 30th day of the tenth month after the commencement of probation, Respondent shall provide the trust account records from the end of the previously provided quarter through the end of month nine.
- iv) Months 10 – 12. By no later than the 30th day of the thirteenth month after the commencement of probation, Respondent shall provide the trust account

1 records from the end of the previously provided quarter through the end of
2 month twelve.

3 v) Months 13 – 15. By no later than the 30th day of the sixteenth month after
4 the commencement of probation, Respondent shall provide the trust account
5 records from the end of the previously provided quarter through the end of
6 month fifteen.

7 vi) Months 16 – 18. By no later than the 30th day of the nineteenth month after
8 the commencement of probation, Respondent shall provide the trust account
9 records from the end of the previously provided quarter through the end of
10 month eighteen.

11 vii) Months 19 – 21. By no later than the 30th day of the twenty-second month
12 after the commencement of probation, Respondent shall provide the trust
13 account records from the end of the previously provided quarter through the
14 end of month twenty-one.

15 The trust account records Respondent provides to ODC for each quarterly review of
16 Respondent's trust account will include: (a) copies of each completed "Monthly
17 Reconciliation and Review Report" referenced in paragraph 94 above, (b) a complete
18 checkbook register for Respondent's trust account covering the period being
19 reviewed, (c) complete individual client ledger records for any client with funds in
20 Respondent's trust account during all or part of the period being reviewed, as well as
21 for Respondent's own funds in the account (if any), and (d) copies of all trust-account
22 bank statements, deposit slips, and cancelled checks covering the period being
23 reviewed. ODC's Audit Manager or designee will review Respondent's trust account
24 records for each period.

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

97. ODC's Audit Manager or designee may request additional financial or client records
if needed to verify Respondent's compliance with RPC 1.15A and/or 1.15B. Within twenty days
of a request from ODC's Audit Manager or designee for additional records needed to verify
Respondent's compliance with RPC 1.15A and/or RPC 1.15B, Respondent will provide ODC's
Audit Manager or designee the additional records requested.

98. Respondent will reimburse the Association for time spent by ODC's Audit Manager

1 or designee in reviewing and reporting on Respondent's records to determine their compliance
2 with RPC 1.15A and RPC 1.15B, at the rate of \$85 per hour. Respondent will make payment
3 within thirty days of each written invoice setting forth the auditor's time and payment due.

4 Ethics School

5 99. Respondent shall attend Ethics School by webinar (approximately 7.5 hours), or by
6 obtaining the recorded product, and to pay registration costs of \$150 plus applicable sales tax.
7 Respondent will receive all applicable approved CLE credits for time in attendance at the Ethics
8 School.

9 100. Attendance at Ethics School is in addition to and shall not fulfill any continuing
10 legal education (CLE) requirements set out in this stipulation.

11 101. Respondent shall contact the Ethics School Administrator, currently Chris Chang,
12 at (206) 727-8328 or chrisc@wsba.org, within 15 days of the commencement of the probation
13 period to confirm enrollment in Ethics School and related logistics.

14 102. Respondent shall complete the ethics school requirement within 60 days of the
15 commencement of the probation period.

16 103. Respondent shall provide evidence of completion of ethics school to the Probation
17 Administrator no later than 30 days after the conclusion of the course. Proof of attendance shall
18 include the program brochure, evidence of payment, and a written statement that includes the date
19 and time of attendance.

20 104. Respondent may contact the Ethics School administrator directly to enroll in
21 Ethics School and administrative communications, e.g. regarding registration, payment, program
22 content and schedule, and CLE credits, may be sent directly to Respondent.

23 105. The Ethics School administrator may respond to inquiries from the Probation
24

1 Administrator regarding Respondent's compliance with these conditions.

2 **IX. RESTITUTION**

3 106. No restitution is required by this Stipulation.

4 **X. COSTS AND EXPENSES**

5 107. In light of Respondent's willingness to resolve this matter by stipulation at an early
6 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$750 in
7 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if
8 these costs are not paid within 30 days of approval of this stipulation. Reinstatement from
9 suspension is conditioned on payment of costs.

10 **XI. VOLUNTARY AGREEMENT**

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

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

18 **XII. LIMITATIONS**

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

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


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

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

14 114. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it
15 will be followed by the disciplinary action agreed to in this Stipulation. All notices required in
16 the Rules for Enforcement of Lawyer Conduct will be made. Respondent represents that
17 Respondent is not admitted to practice law in any other jurisdictions.

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


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

3 
4 Leah Rachel Altaras, Bar No. 39266
5 Respondent

Dated: April 10, 2024

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

Dated: April 10, 2024

9 
10 Henry Cruz, Bar No. 38799
11 Senior Disciplinary Counsel

Dated: 04/10/2024