

FILED

Aug 12, 2024

Disciplinary
Board

Docket # 016

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

AJIBOLA OLUYEMISI OLADAPO,

Lawyer (Bar No. 41461).

Proceeding No. 23#00034

ODC File No. 20-01054

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 Chris Chang, Respondent's Counsel Kevin M. Bank and Respondent lawyer Ajibola Oluyemisi Oladapo.

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

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

I. ADMISSION TO PRACTICE

1. Respondent was admitted to practice law in the State of Washington on June 17, 2009.

II. STIPULATED FACTS

2. At all relevant times, Respondent maintained an Interest on Lawyer's Trust Account (trust account) at Chase Bank ending in 7199.

3. From 2017 until September 2020, Respondent had an account at California Credit Union ending in 1577 that Respondent used as both a personal and business account.

2020 Trust Account Overdraft

4. On or about August 24, 2020, check 6046 was presented against insufficient funds in Respondent's Chase Bank trust account, causing an overdraft of \$581.75.

5. Check 6046 for \$3,582.48 was payable to client PM for Urgent Care Chiropractic.

6. The check was dishonored by Chase Bank and returned to the payee.

7. The overdraft occurred because Respondent had a shortage of client funds in Respondent's Chase Bank trust account.

Failure to Deposit Client Funds Into Trust

8. Client JE had a matter where multiple filing fees needed to be paid.

9. On August 21, 2020, Respondent purchased a \$410 money order with Respondent's own funds to pay one of the filing fees for JE.

10. On August 25, 2020, Respondent received \$581.75 from JE to pay all the filing fees related to the case.

1 11. Respondent did not deposit JE's funds into Respondent's trust account.

2 12. Respondent deposited JE's funds into Respondent's personal account at California
3 Credit Union ending in 1577.

4 13. At least \$171.75 of these funds were advanced costs paid by JE, which Respondent
5 should have deposited into the trust account. Respondent later used the \$171.75 to purchase a
6 second money order to cover an additional filing fee related to JE's matter.

7 14. Respondent states that the overdraft resulted from Respondent's reliance on a
8 promise by JE to deposit the \$581.75 directly into Respondent's trust account to cover both filing
9 fees.

10 **Using Trust Account for Business Transactions**

11 15. Respondent utilized Paychex to pay Respondent's employee payroll expenses.

12 16. From April 2020 to December 2020, Respondent made numerous electronic
13 transfers from the Chase Bank trust account to Paychex to pay a part-time employee's salary.

14 17. From April 2020 to December 2020, Respondent deposited Respondent's own
15 funds into the Chase Bank trust account prior to making the transfers to Paychex.

16 18. At the time, Respondent was representing the employee as a pro bono client and
17 mistakenly believed that any funds relating to that employee should be placed in Respondent's
18 trust account.

19 19. On two occasions, Respondent disbursed more funds to Paychex that Respondent
20 deposited in the trust account.

21 20. As of July 21, 2020, Respondent had disbursed \$194.57 more than deposited.

22 21. As of September 10, 2020, Respondent had disbursed \$286.88 more than
23 deposited.

1 **Disbursing More Funds Than Clients Had on Deposit**

2 22. On several occasions between April 16, 2020 and December 17, 2020, Respondent
3 disbursed more funds than the clients had on deposit in Respondent's trust account, using other
4 clients' funds to cover the difference.

5 **Cash Withdrawals**

6 23. From April 7, 2020, to September 3, 2020, Respondent made one or more cash
7 withdrawals from Respondent's Chase Bank trust account.

8 **Failure to Maintain Complete and Current Trust Account Records**

9 24. From April 2020 to December 2020, Respondent maintained a check register that
10 did not contain the name of the payee or payor of trust funds received, disbursed, or transferred.

11 25. From April 2020 to December 2020, Respondent maintained a check register that
12 did not contain the new trust account balance after each receipt, disbursement, or transfer.

13 26. From April 2020 to December 2020, Respondent did not maintain individual client
14 ledgers with new client fund balances after each receipt, disbursement, or transfer.

15 27. From April 2020 to December 2020, Respondent did not perform reconciliations
16 between the check register and the bank statement or between the check register and client
17 ledgers.

18 **Information on Mitigating Factors**

19 28. While the grievance investigation was pending, Respondent hired a professional
20 bookkeeper to assist Respondent with reconstructing and managing Respondent's trust account.

21 29. Prior to entering into this stipulation, Respondent has ensured that appropriate
22 balances have been restored to the trust account and demonstrated that Respondent's records are
23 in compliance with the RPC.

30. Respondent is involved with the Moderate Means Program, a statewide program designed to serve moderate income clients in family, housing, consumer, and unemployment law cases at reduced fees scaled to the client's income.

31. Respondent has been featured in the Association's Bar News Article covering the Moderate Means Program.

32. Respondent was recognized by the Washington State Supreme Court in its Pro Bono Publico Honor Roll for providing at least 50 hours of pro bono service in 2022, 2019, and 2011.

III. STIPULATION TO MISCONDUCT

33. By failing to deposit and hold client funds in a trust account, by using Respondent's trust account for business transactions unrelated to a representation or escrow, and by failing to hold client funds separate from Respondent's own property, Respondent violated RPC 1.15A(c), and RPC 1.15A(a).

34. By disbursing more funds from trust than clients had on deposit, and by using the funds of a client for payroll and other disbursements, Respondent violated RPC 1.15A(h)(8).

35. By making cash withdrawals from Respondent's trust account, Respondent violated RPC 1.15A(h)(5).

36. By failing to keep complete, current trust account records, Respondent violated RPC 1.15A(h)(2), and RPC 1.15B(a).

37. By failing to reconcile Respondent's trust account records, Respondent violated RPC 1.15A(h)(6) and RPC 1.15B(a)(8).

IV. PRIOR DISCIPLINE

38. Respondent has no prior public disciplinary history.

V. APPLICATION OF ABA STANDARDS

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

4.1 *Failure to Preserve the Client's Property*

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

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

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

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

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

40. Respondent should have known that Respondent was not properly handling client property.

41. Respondent's conduct caused potential injury to clients.

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

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

(d) multiple offenses; and

(i) substantial experience in practice of law [licensed in Washington since 2009].

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

(a) absence of a prior disciplinary record;

(b) absence of a dishonest or selfish motive;

(d) timely good faith effort to make restitution or to rectify consequences of misconduct [Respondent hired a professional bookkeeper to reconstruct and manage Respondent's trust account. Respondent has ensured that appropriate balances have been restored to the trust account and demonstrated that Respondent's records are in compliance with the RPC];

(g) character or reputation [recognition for Respondent's work serving low-income clients]; and

(l) remorse.

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

46. Based on the factors set forth above, the presumptive sanction should be mitigated to reprimand.

VI. STIPULATED DISCIPLINE

47. The parties stipulate that Respondent shall receive a reprimand Respondent's conduct.

48. Respondent will be subject to probation for a period of two years commencing upon final approval of this stipulation, with periodic reviews under ELC 13.8 of their trust account practices, and must comply with the specific probation terms set forth below:

- a) 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.
- b) Respondent shall complete the WSBA continuing legal education course entitled, “Basics of Trust Accounting” (March 2021), or an equivalent 1.0 credit on managing trust accounts in Washington State and provide disciplinary counsel with a declaration attesting to completion of the course within 10 days of completing the course.
- c) If Respondent maintains a trust account and/or handles client or third-party funds during the probation period, Respondent shall utilize the services of an accountant, bookkeeper, or attorney who has been trained in the RPC and is proficient with the maintenance of trust account records to assist Respondent in complying with Respondent’s duties under RPC 1.15A and RPC 1.15B and with Respondent’s probation requirements. Respondent shall provide the name of the bookkeeper, accountant, or attorney to ODC within 10 days of Respondent handling client or third-party funds.
- d) 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)).
- e) 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.

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

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

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

1 being reviewed. ODC's Audit Manager or designee will review Respondent's trust
2 account records for each period.

- 3 g) On the same quarterly time schedule set forth in the preceding paragraph, Respondent
4 will provide ODC's Audit Manager or designee with copies of any and all fee
5 agreements entered into within the time period at issue.
- 6 h) ODC's Audit Manager or designee may request additional financial or client records
7 if needed to verify Respondent's compliance with RPC 1.15A and/or 1.15B. Within
8 twenty days of a request from ODC's Audit Manager or designee for additional
9 records needed to verify Respondent's compliance with RPC 1.15A and/or RPC
10 1.15B, Respondent will provide ODC's Audit Manager or designee the additional
11 records requested.
- 12 i) Respondent will reimburse the Association for time spent by ODC's Audit Manager
13 or designee in reviewing and reporting on Respondent's records to determine their
14 compliance with RPC 1.15A and RPC 1.15B, at the rate of \$85 per hour. Respondent
15 will make payment within thirty days of each written invoice setting forth the
16 auditor's time and payment due.

11 **VII. RESTITUTION**

12 49. No restitution is required by this Stipulation.

13 **VIII. COSTS AND EXPENSES**

14 50. 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 \$750 in
16 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(I) if
17 these costs are not paid within 30 days of approval of this stipulation.

18 **IX. VOLUNTARY AGREEMENT**

19 51. Respondent states that prior to entering into this Stipulation Respondent has
20 consulted independent legal counsel regarding this Stipulation, that Respondent is entering into
21 this Stipulation voluntarily, and that no promises or threats have been made by ODC, the
22 Association, nor by any representative thereof, to induce the Respondent to enter into this
23 Stipulation except as provided herein.

24 52. Once fully executed, this stipulation is a contract governed by the legal principles

1 applicable to contracts, and may not be unilaterally revoked or modified by either party.

2 X. LIMITATIONS

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

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

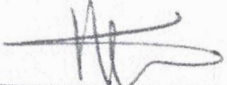
11 55. This Stipulation results from the consideration of various factors by both parties,
12 including the benefits to both by promptly resolving this matter without the time and expense of
13 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
14 such, approval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

18 56. If this Stipulation is approved by the Hearing Officer, it will be followed by the
19 disciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement
20 of Lawyer Conduct will be made.

21 57. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have
22 no force or effect, and neither it nor the fact of its execution will be admissible as evidence in the
23 pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil or
24

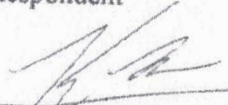
1 criminal action.

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

4 
5 Ajibola Oluyemisi Oladapo, Bar No. 41461
6 Respondent

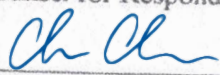
Dated:

7/15/24

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

Dated:

7/15/24

9 
10 Chris Chang, Bar No. 54808
11 Disciplinary Counsel

Dated:

7/18/2024