

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re
MATTHEW W. ANDERSON,
Lawyer (Bar No. 43045).

Proceeding No. 26#00012
ODC File No(s). 23-00741
STIPULATION TO REPRIMAND

Under Rule 9.1 of the Washington Supreme Court’s Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to admonition is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Claire Carden, Respondent’s Counsel Kevin M. Bank, and Respondent lawyer Matthew W. Anderson.

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 November 5,
5 2010.

6 **II. STIPULATED FACTS**

7 2. Respondent entered into a fee agreement with clients, AD and GT for representation
8 in a post-foreclosure matter.

9 3. Respondent's fee agreement stated in relevant part, as follows:

10 FEE BASED ON HOURLY FEE – On this matter the hourly rate for Matthew W.
11 Anderson is \$325.00. The applicable rate ranges from \$150.00 to \$300.00 per hour for
12 work performed by associated attorneys. The hourly rate for paralegal services is \$125.00
per hour. This schedule is reconsidered and changed periodically . . .

13 **ADVANCE DEPOSIT & MINIMUM FEE**

14 You are charged a minimum fee of \$3,000.00 for MWA, PLLC¹ to accept
15 representation of you in this matter. This fee is considered to be the funds of MWA,
PLLC upon receipt. If services are terminated before completion, you may not be
entitled to a partial refund.

16 In addition, you may be required to make an advance deposit towards additional fees
17 and costs that may be incurred. This fee shall be maintained in a non-interest bearing
trust account . . . a. In this case a refundable deposit into trust of \$0.00, not including
18 the minimum fee of \$3,000.00, will be required.”

19 4. Respondent deposited the \$3,000 “minimum fee” into his general account.
20 Respondent intended the \$3,000 “minimum fee” to be a flat fee for services to conduct a
21 preliminary investigation of AD and GT's post-foreclosure options given that they were still
22

23 _____
¹ MWA, PLLC is short for Law Offices of Matthew Anderson, PLLC.

1 living in the house.

2 5. Respondent's description of the \$3,000 fee did not adequately communicate to his
3 clients that the \$3,000 was a flat fee to conduct a preliminary investigation of their case.

4 6. Respondent's fee agreement also included the following language under the signature
5 lines:

6 *****Payment Schedule*****

7 **1) \$3,000.00 minimum fee (received on 10/2019)**

8 **2) \$650/month 'sustaining payments' starting on or about 11/2019.**

9 7. Respondent deposited the \$650 sustaining payments in his general account.

10 8. Respondent intended the \$650 to be a monthly flat fee for continuing services rendered
11 in the post-foreclosure matter.

12 9. Respondent's description of the \$650 fee in the fee agreement did not adequately
13 communicate to his clients that it was a flat fee.

14 10. Respondent's description of the \$650 fee did not include the required language for flat
15 contained in RPC 1.5(f)(2).

16 **III. STIPULATION TO MISCONDUCT**

17 11. By failing to adequately communicate with his clients about the basis and rate of his
18 fee, Respondent violated RPC 1.5(b).

19 12. By failing to include the required language for flat fee agreements when describing
20 the \$650 fee, Respondent violated RPC 1.5(f)(2).

21 **IV. APPLICATION OF ABA STANDARDS**

22 13. The following American Bar Association Standards for Imposing Lawyer Sanctions
23 (1991 ed. & Feb. 1992 Supp.) apply to this case:

1 **7.0 Violations of Duties Owed as a Professional**

2 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in
3 conduct that is a violation of a duty owed as a professional with the intent
4 to obtain a benefit for the lawyer or another, and causes serious or
5 potentially serious injury to a client, the public, or the legal system.

6 7.2 Suspension is generally appropriate when a lawyer knowingly engages in
7 conduct that is a violation of a duty owed as a professional and causes
8 injury or potential injury to a client, the public, or the legal system.

9 **7.3 Reprimand is generally appropriate when a lawyer negligently
10 engages in conduct that is a violation of a duty owed as a professional
11 and causes injury or potential injury to a client, the public, or the legal
12 system.**

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

17 14. Respondent acted negligently in failing to adequately communicate the basis and rate
18 of his fees to his clients and in failing to include the required language in his fee agreement.

19 15. Respondent caused potential injury to Respondent's clients.

20 16. The presumptive sanction is reprimand.

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

22 (i) substantial experience in the practice of law (licensed since 2010).

23 18. The following mitigating factors apply under ABA Standard 9.32:

24 (a) absence of prior disciplinary record;

(i) remorse; and

(k) imposition of other penalties or sanctions (Respondent resolved the matter with AD
and GT).

19. Additional mitigating factors are that (a) Respondent has agreed to resolve this matter
at an early stage of the proceedings; (b) Respondent has provided a written statement that he has
consulted with ethics counsel regarding his fee agreements in general, the use of flat fees, and the
requirements that must be met to treat funds as earned upon receipt, (c) that Respondent has

1 completed the Trust Account School CLE, and (d) Respondent has modified Respondent's fee
2 agreements to comply with the RPC, provided a copy to ODC, and agrees to use the modified fee
3 agreement or another compliant fee agreement moving forward.

4 **V. STIPULATED DISCIPLINE**

5 20. The parties stipulate that Respondent shall receive a reprimand.

6 **VI. RESTITUTION**

7 21. Restitution is not ordered because Respondent has already made the known injured
8 parties whole.

9 **VII. COSTS AND EXPENSES**

10 22. In light of Respondent's willingness to resolve this matter by stipulation at an early
11 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$750 in
12 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if
13 these costs are not paid within 30 days of approval of this stipulation.

14 **VIII. VOLUNTARY AGREEMENT**

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

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

22 **IX. LIMITATIONS**

23 25. This Stipulation is a compromise agreement intended to resolve this matter in

1 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
2 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
3 and ODC acknowledge that the result after further proceedings in this matter might differ from
4 the result agreed to herein.

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

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

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

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

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

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

3 Matthew W. Anderson
4 Matthew W. Anderson, Bar No. 43045
5 Respondent

Dated: March 12, 2026

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

Dated: March 12, 2026

9 C.C. Carden
10 Claire Carden, Bar No. 50590
11 Disciplinary Counsel

Dated: March 12, 2026