

FILED

Mar 19, 2026

Disciplinary
Board

Docket # 024

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

ADAM ANDREW SANDOVAL,

Lawyer (Bar No. 47059).

Proceeding No. 25#00013

STIPULATION TO 18-MONTH
SUSPENSION

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 18-Month Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Henry Cruz and Respondent lawyer Adam Andrew Sandoval.

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 January 8,
5 2014.

6 **II. STIPULATED FACTS**

7 2. On February 3, 2022, Brandon Jewett, represented by another lawyer, brought a
8 petition for a major modification of a final parenting plan entered on March 13, 2020, in Bruton
9 v. Jewett, Clark County Superior Court Cause No. 20-3-00606-06.

10 3. On March 22, 2022, the court dismissed Jewett's petition for a major modification of
11 the parenting plan for lack of adequate cause.

12 4. On or about December 27, 2022, Respondent met with Jewett for a consultation for a
13 second petition to modify the parenting plan.

14 5. At the consultation, Jewett told Respondent that Jewett wanted to modify the parenting
15 plan due to allegations of physical abuse by Bruton's boyfriend against Jewett's child and because
16 Jewett wanted more decision-making authority.

17 6. At the consultation, Jewett told Respondent that the alleged child abuse was being
18 investigated by Child Protective Services (CPS) and local law enforcement.

19 7. On December 28, 2022, Respondent agreed to represent Jewett in a parenting plan
20 modification for an hourly fee.

21 8. Respondent's fee agreement provided the hourly rates of staff as follows: paralegals:
22 \$150; legal interns: \$125; and legal assistants: \$100.

23 9. Respondent initially assigned Jewett's matter to Itzel Martinez.

1 10. Respondent classified Martinez as a legal intern.

2 11. According to the fee agreement, Martinez's time should have been billed at \$125 per
3 hour.

4 12. Respondent billed Martinez's time on Jewett's matter at the paralegal hourly rate of
5 \$150.

6 13. Respondent instructed Martinez to draft pleadings related to the parenting plan
7 modification, including a motion to appoint a Guardian Ad Litem (GAL) and supporting
8 declarations.

9 14. On or about January 15, 2023, Martinez left Respondent's firm.

10 15. In January 2023, Jewett told Respondent that CPS and local law enforcement declined
11 to take any action on the alleged child abuse.

12 16. In January 2023, Respondent advised Jewett that a major modification of the parenting
13 plan was not likely to succeed.

14 17. In January 2023, Respondent agreed to pursue a minor modification of the parenting
15 plan on behalf of Jewett related to joint decision making and to request the appointment of a GAL.

16 18. In late January 2023, Respondent reassigned the Jewett matter to paralegal Antonia
17 DiMeo.

18 19. Under Respondent's supervision, DiMeo continued drafting the pleadings and
19 supporting declarations and requesting supporting documents from Jewett.

20 20. On February 16, 2023, DiMeo told Jewett by email that "the sooner I receive [the
21 requested documents] the sooner we can file them!"

22 21. On March 6, 2023, Respondent instructed Sarah Granger, the firm's office manager
23 and senior paralegal, to "prioritize" Jewett's matter.

1 22. On April 4, 2023, Jewett told DiMeo by email the following: “It’s April. This started
2 in December. We’ve gotten nowhere. I feel like we are just spinning circles. I’m not happy.”

3 23. On April 21, 2023, DiMeo contacted the Clark County Superior Court to find out on
4 which docket to note the modification for hearing.

5 24. On May 2, 2023, DiMeo sent Jewett the pleadings to sign.

6 25. On or about May 5, 2023, DiMeo left Respondent’s firm.

7 26. In May 2023, Granger took over paralegal duties in Jewett’s matter.

8 27. After multiple staff meetings with Sandoval, Granger finalized the pleadings for filing.

9 28. On or about August 4, 2023, Respondent received the pleadings packet from Granger
10 to review.

11 29. On September 12, 2023, Respondent received the following Teams message from
12 Granger:

13 Adam, I need to hand Jewett off to you, I cannot get to it and we have been sitting
14 on this case for almost a year. I am worried that the client is going to get mad. I
had it on your calendar for when I was on vacation. I literally cannot get to it.

15 30. Granger left Respondent’s firm at the end of September 2023.

16 31. Respondent never filed the pleadings.

17 32. Respondent performed no additional work on Jewett’s matter until December 11,
18 2023, when Respondent reviewed the matter with a staff member.

19 33. On December 12, 2023, Respondent received an email from Jewett terminating
20 Respondent’s representation and requesting a refund.

21 34. Over the course of the representation, Respondent charged and collected a total of
22 \$9,000 in legal fees from Jewett.

23 35. On January 2, 2024, Respondent issued Jewett a refund in the amount of \$1,642, which

1 was the balance of Jewett’s funds held in Respondent’s trust account.

2 36. On February 4, 2024, Jewett filed a grievance against Respondent.

3 37. Respondent was deposed by the ODC on October 9, 2024, and on October 23, 2024.

4 38. At the deposition on October 23, 2024, Respondent testified that Respondent told
5 Jewett of a plan to wait to file the modification petition until 2024 after Respondent reviewed a
6 transcript of the prior modification hearing in July 2023.

7 39. Respondent’s statement was inaccurate.

8 40. Respondent never communicated a plan to wait to file the modification petition until
9 2024 to Jewett.

10 41. At the time of the October 23, 2024 deposition, Respondent mistakenly recalled
11 communicating a plan to wait to file the modification petition until 2024 to Jewett.

12 42. Respondent did not correct the inaccurate statement given to ODC during the
13 investigation.

14 43. At the October 23, 2024 deposition, Respondent admitted that Martinez’s time should
15 not have been billed at the higher \$150 hourly rate.

16 44. After the October 23, 2024 deposition, Respondent issued Jewett a refund in the
17 amount of \$1,950, which was the total amount collected for Martinez’s time.

18 **III. STIPULATION TO MISCONDUCT**

19 45. By failing to diligently represent Jewett in the parenting plan modification matter,
20 Respondent violated RPC 1.3 and RPC 3.2.

21 46. By failing to reasonably communicate with Jewett about the parenting plan
22 modification matter, Respondent violated RPC 1.4(a) and RPC 1.4(b).

23 47. By charging an unreasonable fee, Respondent violated RPC 1.5(a).

1 48. By failing to promptly refund fees for Martinez's time that was overbilled and by
2 failing to refund other unearned fees, Respondent violated RPC 1.16(d).

3 49. By failing to correct inaccurate information provided to ODC during the grievance
4 investigation, Respondent violated RPC 8.4(d) and RPC 8.4(l) (through ELC 1.5, ELC 5.3(g),
5 and ELC 5.5(d)).

6 IV. PRIOR DISCIPLINE

7 50. Respondent has no prior discipline.

8 V. APPLICATION OF ABA STANDARDS

9 51. The following American Bar Association Standards for Imposing Lawyer Sanctions
10 (1991 ed. & Feb. 1992 Supp.) apply to this case:

11 ***4.4 Lack of Diligence***

12 4.41 Disbarment is generally appropriate when:

- 13 (a) a lawyer abandons the practice and causes serious or potentially
serious injury to a client; or
- 14 (b) a lawyer knowingly fails to perform services for a client and causes
serious or potentially serious injury to a client; or
- 15 (c) a lawyer engages in a pattern of neglect with respect to client matters
and causes serious or potentially serious injury to a client.

16 4.42 Suspension is generally appropriate when:

- 17 (a) a lawyer knowingly fails to perform services for a client and causes
injury or potential injury to a client, or
- 18 (b) a lawyer engages in a pattern of neglect and causes injury or potential
injury to a client.

19 4.43 Reprimand is generally appropriate when a lawyer is negligent and does
not act with reasonable diligence in representing a client, and causes
injury or potential injury to a client.

20 4.44 Admonition is generally appropriate when a lawyer is negligent and does
not act with reasonable diligence in representing a client, and causes little
or no actual or potential injury to a client.

21 ***7.0 Violations of Duties Owed as a Professional***

22 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in
conduct that is a violation of a duty owed as a professional with the intent
23 to obtain a benefit for the lawyer or another, and causes serious or
potentially serious injury to a client, the public, or the legal system.

1 7.2 Suspension is generally appropriate when a lawyer knowingly engages in
2 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.

3 7.3 Reprimand is generally appropriate when a lawyer negligently engages in
4 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.

5 7.4 Admonition is generally appropriate when a lawyer engages in an isolated
6 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
the legal system.

7 52. Respondent acted knowingly in failing to diligently represent Jewett, failing to
8 expedite Jewett's modification matter, and failing to reasonably communicate with Jewett.

9 53. The actual injury to Jewett was the delay in the modification matter and Jewett's lack
10 of awareness of the reason for the delay.

11 54. The presumptive sanction for Respondent's violation of RPC 1.3, RPC 1.4, and RPC
12 3.2 is suspension.

13 55. Respondent acted knowingly in charging an unreasonable fee and in failing to
14 promptly refund unearned fees.

15 56. The actual injury to Jewett was the loss of funds.

16 57. The presumption sanction for Respondent's violation of RPC 1.5(a) and RPC 1.16(d)
17 is suspension.

18 58. Respondent acted knowingly in failing to correct the inaccurate information provided
19 to ODC during the grievance investigation.

20 59. Respondent's conduct caused actual and potential harm to the disciplinary system, the
21 public, and the profession.

22 60. The presumptive sanction for Respondent's violations of RPC 8.4(d) and RPC 8.4(l)
23 is suspension.

1 61. The following aggravating factors apply under ABA Standard 9.22:

- 2 (d) multiple offenses; and
- 3 (i) substantial experience in the practice of law [admitted in January 2014].

4 62. The following mitigating factors apply under ABA Standard 9.32:

- 5 (a) absence of a prior disciplinary record;
- 6 (c) personal or emotional problems; and
- 7 (g) character or reputation.

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

10 64. On balance, the aggravating and mitigating factors do not require a departure from the
11 presumptive sanction.

12 **VI. STIPULATED DISCIPLINE**

13 65. The parties stipulate that Respondent shall receive an 18-month suspension.

14 **VII. CONDITIONS OF REINSTATEMENT**

15 66. Reinstatement from disbarment is conditioned on payment of restitution, costs and
16 expenses, as provided below.

17 **VIII. CONDITIONS OF PROBATION**

18 67. Respondent shall be subject to probation for a period of two years beginning when
19 Respondent is reinstated to the practice of law.

20 68. The conditions of probation are set forth below. Respondent's compliance with these
21 conditions will be monitored by the Probation Administrator of the Office of Disciplinary Counsel
22 ("Probation Administrator"). Failure to comply with a condition of probation listed herein may
23 be grounds for further disciplinary action under ELC 13.8(b).

1 Practice Monitor

- 2 a) During the period of probation, Respondent's practice will be supervised by a practice
3 monitor. The practice monitor must be a WSBA member with no record of public
4 discipline and who is not the subject of a pending public disciplinary proceeding.
- 5 b) The role of the practice monitor is to consult with and provide guidance to Respondent
6 regarding case management, office management, and avoiding violations of the Rules
7 of Professional Conduct, and to provide reports and information to the Probation
8 Administrator regarding Respondent's compliance with the terms of probation and
9 the RPC. The practice monitor does not represent the Respondent.
- 10 c) At the beginning of the probation period, the Probation Administrator will select a
11 lawyer to serve as practice monitor for the period of Respondent's probation.
- 12 i) Initial Challenge: If, within 15 days of the written notice of the selection of
13 a practice monitor, Respondent sends a written request to the Probation
14 Administrator that another practice monitor be selected, the Probation
15 Administrator will select another practice monitor. Respondent need not
16 identify any basis for this initial request.
- 17 ii) Subsequent Challenges: If, after selection of a second (or subsequent)
18 practice monitor, Respondent believes there is good cause why that individual
19 should not serve as practice monitor, Respondent may, within 15 days of
20 notice of the selected practice monitor, send a written request to the Probation
21 Administrator asking that another practice monitor be selected. That request
22 must articulate good cause to support the request. If the Probation
23 Administrator agrees, another practice monitor will be selected. If the
24 Probation Administrator disagrees, the Office of Disciplinary Counsel will
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.
- d) In the event the practice monitor is no longer able to perform the practice monitor's
duties, the Probation Administrator will select a new practice monitor at the Probation
Administrator's discretion.
- e) During the period of probation, Respondent must cooperate with the named practice
monitor. Respondent must meet with the practice monitor at least once per month.
Respondent must communicate with the practice monitor to schedule all required
meetings.
- f) The Respondent must bring to each meeting a current, complete written list of all
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

1 client matter. The list may identify clients by using the client's initials rather than the
2 client's name.

- 3 g) At each meeting, the practice monitor will discuss with Respondent practice issues
4 that have arisen or are anticipated. In light of the conduct giving rise to the imposition
5 of probation, ODC recommends that the practice monitor and Respondent discuss
6 whether Respondent is diligently making progress on each client matter, whether
7 Respondent is in communication with each client, whether Respondent has promptly
8 billed each client, and whether Respondent needs to consider withdrawing from any
9 client matters. Meetings may be in person or by telephone at the practice monitor's
10 discretion. The practice monitor uses discretion in determining the length of each
11 meeting.
- 12 h) The practice monitor will provide the Probation Administrator with quarterly written
13 reports regarding Respondent's compliance with probation terms and the RPC. Each
14 report must include the date of each meeting with Respondent, a brief synopsis of the
15 discussion topics, and a brief description of any concerns the practice monitor has
16 regarding the Respondent's compliance with the RPC. The report must be signed by
17 the practice monitor. Each report is due within 30 days of the completion of the
18 quarter.
- 19 i) If the practice monitor believes that Respondent is not complying with any of
20 Respondent's ethical duties under the RPC or if Respondent fails to schedule or attend
21 a monthly meeting, the practice monitor will promptly communicate that to the
22 Probation Administrator.
- 23 j) Respondent must make payments totaling \$1,000 to the Washington State Bar
24 Association to defray the costs and expenses of administering the probation, as
follows:
- 25 i) \$250 due within 30 days of the start of the probation;
 - 26 ii) \$250 due within 6 months of the start of the probation period;
 - 27 iii) \$250 due within 12 months of the start of the probation period; and
 - 28 iv) \$250 due within 18 months of the start of the probation period.

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

30 Ethics School

- 31 k) Respondent shall attend Ethics School by webinar (approximately 7.5 hours), or by
32 obtaining the recorded product, and to pay registration costs of \$150 plus applicable
33 sales tax. Respondent will receive all applicable approved CLE credits for time in
34 attendance at the Ethics School.

- 1 l) Respondent shall contact the Ethics School Administrator, currently Claire Carden,
2 at (206) 727-8220 or clairec@wsba.org, within 30 days of the commencement of
3 probation to confirm enrollment in Ethics School and related logistics.
- 4 m) Respondent shall complete the ethics school requirement within 90 days of the
5 commencement of probation.
- 6 n) Respondent shall provide evidence of completion of ethics school to the Probation
7 Administrator no later than 30 days after the conclusion of the course. Proof of
8 attendance shall include the program brochure, evidence of payment, and a written
9 statement that includes the date and time of attendance.
- o) Respondent may contact the Ethics School administrator directly to enroll in Ethics
School and administrative communications, e.g. regarding registration, payment,
program content and schedule, and CLE credits, may be sent directly to Respondent.
- p) The Ethics School administrator may respond to inquiries from the Probation
Administrator regarding Respondent's compliance with these conditions.

10 **IX. RESTITUTION**

11 69. Respondent shall pay restitution to Jewett in the amount of \$3,000. Respondent shall
12 pay Jewett interest on those funds, at a rate of 12% per annum, calculated from the date on which
13 this Stipulation is effective. If Jewett is the recipient of a gift from the Client Protection Fund, in
14 lieu of paying restitution directly to Jewett, Respondent shall reimburse the Client Protection Fund
15 for the restitution amount paid to Jewett, including interest at a rate of 12% per annum, calculated
16 from the date on which this Stipulation is effective. To the extent any gift from the Client
17 Protection Fund is less than the restitution amount agreed to in this Stipulation, Respondent shall
18 pay the remaining restitution amount to Jewett. Reinstatement is conditioned on full repayment
19 of restitution, with interest.

20 **X. COSTS AND EXPENSES**

21 70. Respondent shall pay actual costs of \$1,891.46 in accordance with ELC 13.9(b). In
22 light of Respondent's willingness to resolve this matter by stipulation at an early stage of the
23 proceedings, Respondent shall pay reduced attorney fees and administrative costs of \$750 in

1 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(1) if
2 these costs are not paid within 30 days of approval of this stipulation. Reinstatement from
3 disbarment is conditioned on payment of costs.

4 **XI. VOLUNTARY AGREEMENT**

5 71. Respondent states that prior to entering into this Stipulation Respondent has consulted
6 independent legal counsel regarding this Stipulation, that Respondent is entering into this
7 Stipulation voluntarily, and that no promises or threats have been made by ODC, the Association,
8 nor by any representative thereof, to induce the Respondent to enter into this Stipulation except
9 as provided herein.

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

12 **XII. LIMITATIONS**

13 73. This Stipulation is a compromise agreement intended to resolve this matter in
14 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
15 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
16 and ODC acknowledge that the result after further proceedings in this matter might differ from
17 the result agreed to herein.

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

21 75. This Stipulation results from the consideration of various factors by both parties,
22 including the benefits to both by promptly resolving this matter without the time and expense of
23 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As

1 such, approval of this Stipulation will not constitute precedent in determining the appropriate
2 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in
3 subsequent proceedings against Respondent to the same extent as any other approved Stipulation.

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

8 77. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will
9 be followed by the disciplinary action agreed to in this Stipulation. All notices required in the
10 Rules for Enforcement of Lawyer Conduct will be made. Respondent represents that, in addition
11 to Washington, Respondent also is admitted to practice law in the following jurisdictions, whether
12 current status is active, inactive, or suspended: United States District Court for the Western
13 District of Washington.

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

1 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
2 18-Month Suspension as set forth above.

3
4 

5 Adam Andrew Sandoval, Bar No. 47059
6 Respondent

Dated: 11-19-2025

7 

8 Andrew Harry Gustafson, Bar No. 51399
9 Respondent's Counsel

Dated: 11-19-2025

10 

11 Henry Cruz, Bar No. 38799
12 Senior Disciplinary Counsel

Dated: 11-19-2025