

FILED

Aug 20, 2026

Disciplinary
Board

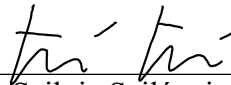
Docket # 053

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

Notice of Reprimand

Lawyer Susan Elizabeth Skelton, WSBA No. 47154, has been ordered Reprimanded by the following attached documents: Order on Stipulation to Reprimand, Stipulation to Reprimand.

WASHINGTON STATE BAR ASSOCIATION



Szilvia Szilágyi

Counsel to the Disciplinary Board

CERTIFICATE OF SERVICE

I certify that I caused a copy of the Notice of Reprimand to be emailed to the Office of Disciplinary Counsel and to the Respondent's Counsel, Jeffrey T Kestle, at jeff.kestle@clydeco.com, on the 20th day of August, 2026.

A handwritten signature in black ink, appearing to be 'M. J. Kestle', is written over a horizontal line.

Clerk to the Disciplinary Board

FILED

Jul 20, 2026

Disciplinary
Board

Docket # 051

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

SUSAN ELIZABETH SKELTON,

Lawyer (Bar No. 47154).

Proceeding No. 24#00074

ORDER ON STIPULATION TO
REPRIMAND

On review of the July 17, 2026, Stipulation to Reprimand and the documents on file in
this matter,

IT IS ORDERED that the July 17, 2026, Stipulation to Reprimand is approved.

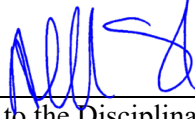
Dated this 18th day of July, 2026.



Jeff H. Capell
Hearing Officer

CERTIFICATE OF SERVICE

I certify that I caused a copy of the Order on Stipulation to Reprimand to be emailed to the Office of Disciplinary Counsel and to the Respondent's Counsel, Jeffrey T Kestle, at jeff.kestle@clydeco.com, on the 20th day of July, 2026.

A handwritten signature in blue ink, consisting of stylized, overlapping loops and a final horizontal stroke.

Clerk to the Disciplinary Board

FILED

Jul 20, 2026

Disciplinary
Board

Docket # 052

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re
SUSAN ELIZABETH SKELTON,
Lawyer (Bar No. 47154).

Proceeding No. 24#00074
ODC File No. 22-01215
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 Erica Temple, Respondent's Counsel Jeffrey T. Kestle and Respondent lawyer Susan Elizabeth Skelton.

The parties in this matter held a hearing on March 2-3, 2026. On April 27, 2026, the Hearing Officer issued Findings of Fact and Conclusions of Law. On June 23, 2026, the Hearing Officer entered an Order on ODC's Motion to Modify, Amend or Correct the Decision.

Respondent understands that Respondent is entitled under the ELC to appeal the outcome of the hearing to the Disciplinary Board, and, in certain cases, the Supreme Court. Respondent further understands that an appeal could result in an outcome more favorable or less favorable to

1 Respondent. Respondent chooses to resolve this proceeding now by entering into the following
2 stipulation to facts, misconduct and sanction to avoid the risk, time, expense attendant to further
3 proceedings, including an appeal to the Disciplinary Board.

4 I. ADMISSION TO PRACTICE

5 1. Respondent was admitted to practice law in the State of Washington on January 28,
6 2014.

7 2. Respondent was admitted to practice law in Missouri in 2003 and is on inactive status.

8 II. STIPULATED FACTS

9 3. Albert Chenoweth died on August 13, 2021.

10 4. Chenoweth's Last Will and Testament bequeathed the entire residue of Chenoweth's
11 estate to Chenoweth's fiancé, Laura Hunter.

12 5. Chenoweth's will also named Hunter the personal representative (PR) of the estate.

13 6. Hunter was ineligible to serve as PR and agreed to the appointment of Cynthia
14 Wheeler, one of Chenoweth's adult children, as alternate PR.

15 7. Hunter hired Respondent to represent Hunter in connection with the probate of
16 Chenoweth's estate and an Adult Protective Services (APS) investigation.

17 8. On September 7, 2021, Respondent and Hunter entered into a written fee agreement.

18 9. Respondent's fee agreement provided for a "flat rate" of \$3,500 for attorney fees and
19 that "any further work beyond the approximate ten hours of time shall be billed separately" at
20 Respondent's rate of \$350 per hour.

21 10. The agreement stated that "[a]ll fees will be discussed prior to billing."

22 11. The agreement provided that Hunter would be responsible for costs but stated that
23 Respondent did not anticipate any costs.

1 12. The agreement provided that if additional costs were incurred, Hunter would receive
2 a billing statement itemizing the costs and that payment would be due immediately.

3 13. Hunter paid Respondent \$3,500 in cash on September 7, 2021.

4 14. The \$3,500 fee was not a complete payment for the representation of Hunter in the
5 Estate matter and defense of the APS report, and Respondent intended to bill hourly if there was
6 additional work. The \$3,500 was therefore a fee paid in advance of Respondent's performance
7 of services.

8 15. Respondent did not place the funds in Respondent's trust account.

9 16. Respondent instead placed the funds in a safe in Respondent's home safe.

10 17. At the time Respondent placed the funds in Respondent's home safe, Respondent had
11 not earned the fees.

12 18. On September 14, 2021, Chenoweth's will was admitted to probate.

13 19. On September 28, 2021, Wheeler filed a petition under the Trust and Estate Dispute
14 Resolution Act, RCW 11.96A (TEDRA), seeking to disinherit Hunter based on allegations that
15 Hunter financially exploited Chenoweth.

16 20. Respondent told Hunter that Respondent would continue to represent Hunter in the
17 TEDRA matter under the terms of their existing fee agreement.

18 21. Respondent told Hunter that Respondent would continue keeping track and bill.

19 22. Respondent tracked the fees and costs in Hunter's case by keeping notes on post-its
20 and legal pads.

21 23. Respondent also told Hunter that Respondent would defer being paid for
22 Respondent's services until the litigation was resolved.

23 24. Respondent and Hunter agreed that if Hunter "never won," then Respondent would

1 not be paid.

2 25. These were oral modifications to the fee agreement and were not reduced to writing.

3 26. Hunter told Respondent not to issue billing statements to Hunter because it would
4 stress Hunter out and Hunter had no funds to pay the bills.

5 27. In November 2021, Partners in Care (PIC) replaced Wheeler as the PR of
6 Chenoweth's estate.

7 28. In February 2022, Respondent told Hunter that, going forward, Respondent would
8 charge Hunter \$150 per hour for time spent by Respondent's legal assistant on Hunter's case.

9 29. This was an oral modification to the fee agreement and was not reduced to writing.

10 30. In late April 2022, Wheeler's lawyer approached Respondent about settling the
11 TEDRA matter.

12 31. On or about May 1, 2022, Hunter and members of Hunter's family met with
13 Respondent to discuss settling the TEDRA matter.

14 32. During the discussion, Respondent estimated that the total amount of fees and costs
15 accrued was close to \$200,000.

16 33. Respondent agreed to cap Respondent's fees and costs at \$150,000, provided that
17 Hunter agreed to forgo receiving an itemized billing statement of Respondent's fees and costs.

18 34. These were oral modifications to the fee agreement and were not reduced to writing.

19 35. In early May 2022, Hunter and Wheeler reached an agreement to resolve the TEDRA
20 matter.

21 36. Under the terms of the agreement, Hunter would receive a preliminary distribution
22 from the estate of \$150,000.

23 37. Respondent told Hunter that Respondent would deduct \$50,000 from the preliminary

1 distribution to pay a portion of the fees Hunter owed Respondent.

2 38. On May 9, 2022, Respondent received the proposed TEDRA Agreement from
3 Wheeler's lawyer.

4 39. Sometime in May 2022, Respondent and Hunter met to go over the TEDRA
5 Agreement.

6 40. Hunter signed the Settlement Agreement during the meeting with Respondent.

7 41. On May 11, 2022, PIC notified Respondent that it would agree to a preliminary
8 distribution to Hunter of only \$50,000.

9 42. Respondent and Hunter agreed to split the initial distribution of \$50,000, with each
10 receiving \$25,000.

11 43. These were oral modifications to the fee agreement and were not reduced to writing.

12 44. On May 25, 2022, the revised TEDRA Agreement was filed and approved by the
13 court.

14 45. Respondent picked up a check for \$50,000, representing the preliminary distribution
15 from the Chenoweth estate.

16 46. The \$50,000 check represented funds belonging in part to Hunter and in part to
17 Respondent.

18 47. A representative at Respondent's bank told Respondent that if Respondent deposited
19 it into Respondent's trust account, the bank would place a hold on the account for ten days.

20 48. Respondent chose not to deposit the check into Respondent's trust account in order
21 to get Hunter some funds sooner than the ten day hold would allow.

22 49. On May 28, 2022, Respondent deposited the check into Respondent's business
23 account.

1 50. On May 27, 2022, Respondent gave Hunter a \$2,000 advance on the preliminary
2 distribution and paid two of Hunter's utility bills totaling \$1,314.30.

3 51. On or about June 2, 2022, Respondent disbursed to Hunter \$21,685.70 of the \$50,000
4 preliminary distribution.

5 52. Respondent withheld \$25,000 of the preliminary distribution as partial payment of
6 Respondent's attorney fees and costs.

7 53. Respondent also withheld \$3,314.30 to reimburse Respondent for the funds
8 Respondent advanced to Hunter on May 27, 2022.

9 54. On July 18, 2022, in response to Hunter's request for an itemized billing statement,
10 Respondent provided Hunter an incomplete statement documenting \$156,646 in attorney fees
11 and costs through July 18, 2022.

12 55. Respondent did not issue any written billing statements or invoices to Hunter prior to
13 July 2022.

14 56. Respondent's initial incomplete billing statement was the first documentation of
15 Respondent's fees and costs provided to Hunter.

16 57. Sometime between July 28 and August 4, 2022, Respondent provided Hunter a
17 second itemized billing statement documenting \$212,486.10 in attorney fees and costs through
18 August 1, 2022.

19 58. Respondent changed many of the entries from the first billing statement and added
20 additional entries of time and costs throughout the course of the representation.

21 59. Sometime in July or August 2022, the working relationship between Respondent and
22 Hunter broke down. Hunter's attitude towards Respondent changed after Hunter received
23 Respondent's bill.

1 60. On August 26, 2022, Respondent filed a notice of intent to withdraw and a notice of
2 attorney's lien in the TEDRA matter.

3 61. On August 31, 2022, Hunter filed a grievance with ODC.

4 62. On September 15, 2022, Respondent filed a notice of intent to withdraw in the probate
5 matter.

6 63. Respondent acted knowingly in modifying the terms of the fee agreement.

7 64. Hunter was potentially injured because Hunter lacked information needed to evaluate
8 the modifications or take other steps to reduce exposure to the amount of fees that were accruing.

9 65. Respondent acted knowingly in not providing billing statements to Hunter.

10 66. Hunter was injured because Hunter lost the opportunity to make decisions to control
11 the fees and costs during the time when most of the fees and costs accrued, and because the lack
12 of billing statements contributed to the breakdown in trust between Hunter and Respondent.

13 67. Respondent knew that Respondent was improperly handling client funds and should
14 have put Hunter's funds into trust.

15 68. Hunter was potentially injured because client funds were not safeguarded in a trust
16 account.

17 69. Respondent has substantial experience in the practice of law.

18 70. Respondent has no prior discipline.

19 71. Respondent is known within the legal and local community as having a good
20 character and reputation.

21 72. Respondent regrets the actions Respondent took in this matter.

22 **III. STIPULATION TO MISCONDUCT**

23 73. By renegotiating the fee agreement with Hunter during the representation without fully

1 disclosing the terms to Hunter in writing, without advising Hunter of the desirability of seeking,
2 or giving Hunter a reasonable opportunity to seek, the advice of an independent lawyer on the
3 transaction, and without obtaining Hunter's informed consent in a writing signed by Hunter to the
4 essential terms of the transaction, Respondent violated RPC 1.8(a).

5 74. By failing to reasonably communicate with Hunter about fees and costs that were
6 accruing during the representation, Respondent violated RPC 1.4(a) and (b) and RPC 1.5(b).

7 75. By failing to deposit and maintain client funds in a trust account, Respondent violated
8 RPC 1.15A(c)(2).

9 76. By failing to deposit into trust funds belonging to both Respondent and Hunter,
10 Respondent violated RPC 1.15A(c)(1).

11 IV. PRIOR DISCIPLINE

12 77. Respondent has no prior discipline.

13 V. APPLICATION OF ABA STANDARDS

14 78. The following American Bar Association Standards for Imposing Lawyer Sanctions
15 (1991 ed. & Feb. 1992 Supp.) apply to this case:

16 79. ABA Standard 4.3 is most applicable to violations of RPC 1.8(a):

17 4.31 Disbarment is generally appropriate when a lawyer, without the informed
18 consent of client(s):

- 19 (a) engages in representation of a client knowing that the lawyer's
20 interests are adverse to the client's with the intent to benefit the
21 lawyer or another, and causes serious or potentially serious injury
22 to the client; or
23 (b) simultaneously represents clients that the lawyer knows have
24 adverse interests with the intent to benefit the lawyer or another,
and causes serious or potentially serious injury to a client; or
(c) represents a client in a matter substantially related to a matter in
which the interests of a present or former client are materially
adverse, and knowingly uses information relating to the
representation of a client with the intent to benefit the lawyer or
another and causes serious or potentially serious injury to a client.

- 1 4.32 Suspension is generally appropriate when a lawyer knows of a conflict of
2 interest and does not fully disclose to a client the possible effect of that
3 conflict, and causes injury or potential injury to a client.
4 4.33 Reprimand is generally appropriate when a lawyer is negligent in
5 determining whether the representation of a client may be materially
6 affected by the lawyer's own interests, or whether the representation will
7 adversely affect another client, and causes injury or potential injury to a
8 client.
9 4.34 Admonition is generally appropriate when a lawyer engages in an isolated
10 instance of negligence in determining whether the representation of a client
11 may be materially affected by the lawyer's own interests, or whether the
12 representation will adversely affect another client, and causes little or no
13 actual or potential injury to a client.

8 80. The presumptive sanction is suspension.

9 81. ABA Standard 4.4 is most applicable to violations of RPC 1.4 and RPC 1.5(b):

- 10 4.41 Disbarment is generally appropriate when:
11 (a) a lawyer abandons the practice and causes serious or potentially
12 serious injury to a client; or
13 (b) a lawyer knowingly fails to perform services for a client and causes
14 serious or potentially serious injury to a client; or
15 (c) a lawyer engages in a pattern of neglect with respect to client
16 matters and causes serious or potentially serious injury to a client.
17 4.42 Suspension is generally appropriate when:
18 (a) a lawyer knowingly fails to perform services for a client and causes
19 injury or potential injury to a client, or
20 (b) a lawyer engages in a pattern of neglect and causes injury or
21 potential injury to a client.
22 4.43 Reprimand is generally appropriate when a lawyer is negligent and does
23 not act with reasonable diligence in representing a client, and causes injury
24 or potential injury to a client.
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.

82. The presumptive sanction is suspension.

83. ABA Standard 4.1 is most applicable to violations of RPC 1.15A:

- 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.

1 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing
2 with client property and causes injury or potential injury to a client.

3 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing
4 with client property and causes little or no actual or potential injury to a
5 client.

6 84. The presumptive sanction is suspension.

7 85. The following aggravating factors apply under ABA Standard 9.22:

8 (d) multiple offenses; and

9 (i) substantial experience in the practice of law (Respondent has been licensed
10 in Washington since 2014 and licensed in Missouri since 2003).

11 86. The following mitigating factors apply under ABA Standard 9.32:

12 (a) absence of a prior disciplinary record;

13 (g) character or reputation; and

14 (l) remorse.

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

17 VI. STIPULATED DISCIPLINE

18 88. The parties stipulate that Respondent shall receive a reprimand.

19 VII. COSTS AND EXPENSES

20 89. Respondent shall pay attorney fees and administrative costs of \$9,610.12 (\$8,110.12
21 costs and \$1,500 expenses) in accordance with ELC 13.9(i). The Association will seek a money
22 judgment under ELC 13.9(l) if these costs are not paid within 30 days of approval of this
23 stipulation.

24 VIII. VOLUNTARY AGREEMENT

25 90. Respondent states that prior to entering into this Stipulation, Respondent has consulted
26 independent legal counsel regarding this Stipulation, that Respondent is entering into this
27 Stipulation voluntarily, and that no promises or threats have been made by ODC, the Association,

1 nor by any representative thereof, to induce the Respondent to enter into this Stipulation except
2 as provided herein.

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

5 IX. LIMITATIONS

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

11 93. This Stipulation is not binding upon ODC or the respondent as a statement of all
12 existing facts relating to the professional conduct of the Respondent.

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

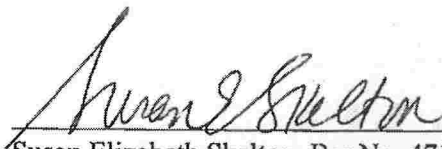
19 95. Under ELC 3.1(b), all documents that form the record before the Hearing Officer for
20 Hearing Officer's review become public information on approval of the Stipulation by the
21 Hearing Officer, unless disclosure is restricted by order or rule of law.

22 96. If this Stipulation is approved by the Hearing Officer, it will be followed by the
23 disciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement

1 of Lawyer Conduct will be made. Respondent represents that, in addition to Washington,
2 Respondent also is admitted to practice law in the following jurisdictions, whether current status
3 is active, inactive, or suspended: Missouri.

4 97. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have no
5 force or effect, and neither it nor the fact of its execution will be admissible as evidence in the
6 pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil or
7 criminal action.

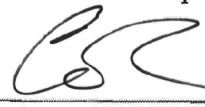
8 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
9 Reprimand as set forth above.

10
11 
12 Susan Elizabeth Skelton, Bar No. 47154,
Respondent

Dated: 7/16/2026

13
14 
15 Jeffrey T. Kestle, Bar No. 29648
Counsel for Respondent

Dated: 7/16/26

16
17 
18 Erica Temple, Bar No. 28458
19 Managing Disciplinary Counsel

Dated: 7/17/26