

FILED

Aug 14, 2025

Disciplinary Board

Docket # 002

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re Proceeding No. 25#00047

STEPHEN WRAY JACKSON, ODC File No. 25-00104

Lawyer (Bar No. 49023). **STIPULATION TO DISBARMENT**

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to disbarment is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Thea Jennings and Respondent lawyer Stephen Wray Jackson.

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 them. 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 April 28, 2015.

II. STIPULATED FACTS

2. At all times relevant to the events described below, Respondent was a solo practitioner who practiced in the area of criminal defense.

3. Respondent represented some clients prior to them being charged with criminal offenses to assist those clients in working with authorities to prevent the filing of charges.

4. Respondent maintains an IOLTA account at JP Morgan Chase Bank (Chase) ending in "6277."

5. For pre-charging cases, Respondent represented clients on an hourly basis and received advance fee deposits.

6. Respondent placed the advance fee deposits in Respondent's IOLTA account to be withdrawn as fees were earned or costs incurred.

7. On January 6, 2025, Respondent presented an electronic payment for \$220 against Respondent's JOLTA account that was returned for insufficient funds.

8. On January 14, 2025, Respondent presented a second electronic payment for \$220 against Respondent's JOLTA account that was returned for insufficient funds.

9. Respondent presented both electronic payments using PayPal, a digital payment platform

10. Chase sent two trust account overdraft notices to ODC, which opened a grievance to investigate

Trust Account Review

11. As a result of the overdraft notices, ODC conducted a review of Respondent's IOLTA

1 account covering the period of January 1, 2024, through March 31, 2025.

2 12. From December 2021 until September 11, 2024, Respondent employed a bookkeeper
3 to maintain Respondent's IOLTA account.

4 13. At Respondent's direction, the bookkeeper maintained Respondent's check register
5 and client ledgers and reconciled Respondent's IOLTA account on a monthly basis.

6 14. Starting in July 2024, Respondent began using funds from Respondent's IOLTA
7 account for Respondent's own benefit, knowing that Respondent was not entitled to those funds.

8 15. Respondent gambled those funds at a local casino.

9 16. During the month of July 2024, Respondent made five improper electronic
10 withdrawals totaling \$4,200 and gambled those funds.

11 17. By email dated August 2, 2024, Respondent's bookkeeper contacted Respondent
12 while attempting to reconcile the IOLTA account for the month of July 2024.

13 18. The bookkeeper questioned Respondent regarding the five withdrawals and the clients
14 to whom those withdrawals were attributable.

15 19. During an email exchange the next day regarding additional improper withdrawals
16 totaling \$5,500, Respondent admitted to the bookkeeper that Respondent had spent the funds and
17 stated, "I could lose my license because of this."

18 20. Throughout the months of August and September 2024, Respondent continued to
19 make improper withdrawals from the IOLTA account without entitlement and to gamble those
20 funds.

21 21. On September 11, 2024, Respondent's bookkeeper resigned citing ethical
22 considerations due to Respondent's continued improper withdrawals.

23 22. At the time that Respondent's bookkeeper resigned, Respondent's IOLTA account

1 records were current through August 24, 2024.

2 23. As of August 24, 2024, Respondent's client ledgers reflected that Respondent should
3 have held \$13,964 in Respondent's IOLTA account on behalf of ten clients.

4 24. However, as of that date, Respondent's check register balance was \$3,164.

5 25. Among other smaller amounts that should have been held in the IOLTA account on
6 behalf of clients, as of August 24, 2024, Respondent should have maintained in Respondent's
7 IOLTA account the following amounts for the following clients:

- 8 • For client B.D., \$1,290;
- 9 • For client L.M., \$7,755;
- 10 • For client M.H., \$1,730; and
- 11 • For client C.W., \$1,500.

12 26. As of August 30, 2024, Respondent's bank statement balance was \$3,314.

13 27. By the end of September 2024, Respondent had withdrawn all funds from the IOLTA
14 account, resulting in a zero balance in the IOLTA account.

15 28. Respondent had not earned those funds or was not otherwise entitled to withdraw those
16 funds when Respondent improperly withdrew the funds from the IOLTA account.

17 29. Respondent may later have been entitled to some portion of the funds, but Respondent
18 had not yet earned the funds at the time Respondent withdrew them.

19 30. In the months that followed, Respondent continued to make deposits in Respondent's
20 IOLTA account and then improper withdrawals of those funds for Respondent's own use and
21 without entitlement, ultimately leading to the two overdraft notices in January 2025.

22 31. Respondent intentionally converted client funds for Respondent's own use.

23 32. Respondent acted knowingly and intentionally when Respondent committed the

1 criminal act of theft.

2 33. Respondent caused injury to Respondent's clients as noted above.

3 **III. STIPULATION TO MISCONDUCT**

4 34. By converting client funds for Respondent's own use without entitlement to the funds,
5 Respondent violated RPC 1.15A(b), RPC 8.4(b) (by committing the crime of theft in violation of
6 RCW 9A.56.020(1)(a)), and RPC 8.4(c).

7 **IV. PRIOR DISCIPLINE**

8 35. Respondent has no prior discipline.

9 **V. APPLICATION OF ABA STANDARDS**

10 36. The following American Bar Association Standards for Imposing Lawyer Sanctions
11 (1991 ed. & Feb. 1992 Supp.) apply to this case

12 37. ABA Standards 4.1 and 5.1 are most applicable to the violations of RPC 1.15A(b),
13 RPC 8.4(b), and RPC 8.4(c):

14 4.11 Disbarment is generally appropriate when a lawyer knowingly converts
15 client property and causes injury or potential injury to a client.

16 5.11 Disbarment is generally appropriate when:

- 17 (a) a lawyer engages in serious criminal conduct, a necessary element of
18 which includes intentional interference with the administration of justice,
19 false swearing, misrepresentation, fraud, extortion, misappropriation, or
20 theft; or the sale, distribution or importation of controlled substances; or
21 the intentional killing of another; or an attempt or conspiracy or
22 solicitation of another to commit any of these offenses; or
- 23 (b) a lawyer engages in any other intentional conduct involving dishonesty,
24 fraud, deceit, or misrepresentation that seriously adversely reflects on the
25 lawyer's fitness to practice.

26 38. Respondent acted intentionally in converting funds belonging to clients for
27 Respondent's own use.

28 39. Respondent caused injury to Respondent's clients.

40. The presumptive sanction is disbarment.

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

- (b) dishonest or selfish motive; and
- (c) a pattern of misconduct.

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

- (a) absence of a prior disciplinary record;
- (c) personal or emotional problems;
- (e) full and free disclosure to disciplinary board or cooperative attitude toward proceedings; and
- (i) remorse.

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

44. On balance the aggravating and mitigating factors do not require a departure from the presumptive sanction.

VI. STIPULATED DISCIPLINE

45. The parties stipulate that Respondent shall be disbarred.

VII. RESTITUTION

46. Respondent shall pay restitution to the following clients in the following amounts (which reflect that, during the investigation of this matter, Respondent earned additional legal fees paid by some of the clients below):

- For client D.C., \$60;
- For client B.D., \$380;
- For client S.D., \$125;
- For client E.J., \$114;
- For client J.K., \$570;

- For client L.M., \$3,730;
- For client B.P., \$225;
- For client R.S., \$250;
- For client R.T., \$925; and
- For client K.W., \$50.

47. Respondent is required to make full restitution to each client of all funds owed.

Respondent shall pay to the client interest on those funds, at a rate of 12%, calculated from the date on which this Stipulation is effective. Reinstatement is conditioned on full payment of restitution, with interest.

VIII. COSTS AND EXPENSES

48. In light of Respondent's willingness to resolve this matter by stipulation at an early stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$1,000 in accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation. Reinstatement from disbarment is conditioned on payment of costs.

IX. VOLUNTARY AGREEMENT

49. Respondent states that prior to entering into this Stipulation, Respondent had an opportunity to consult independent legal counsel regarding this Stipulation, that Respondent is entering into this Stipulation voluntarily, and that no promises or threats have been made by ODC, the Association, nor by any representative thereof, to induce the Respondent to enter into this Stipulation except as provided herein.

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

X. LIMITATIONS

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

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

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

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

55. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will be followed by the disciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement of Lawyer Conduct will be made.

56. If this Stipulation is not approved by the Disciplinary Board and Supreme Court, this

1 Stipulation will have no force or effect, and neither it nor the fact of its execution will be
2 admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary
3 proceeding, or in any civil or criminal action.

4 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
5 Disbarment as set forth above.



6
7 Stephen Wray Jackson, Bar No. 49023
Respondent

Dated: June 26, 2025


8
9 Thea Jennings
10 Disciplinary Counsel

Dated: June 26, 2025