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Apr 27 2026

Disciplinary
Board

Docket # 002

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DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re
PAUL CORBETT HANES,
Lawyer (Bar No. 50127).

Proceeding No. 26#00019
ODC File No. 23-00830
STIPULATION TO SUSPENSION

Under Rule 9.1 of the Washington Supreme Court’s Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Francisco Rodriguez, Respondent’s Counsel Nicholas C. Larson and Respondent lawyer Paul C. Hanes.

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 17, 2015.

6 **II. STIPULATED FACTS**

7 2. In March 2022, one of Respondent's clients, G.H., the property manager of Cougar
8 Ridge Apartments, sent Respondent a copy of a demand letter arising from a dispute with the
9 tenants of a unit at the Cougar Ridge Apartments.

10 3. At that time, Respondent was representing Cougar Ridge Apartments in a separate
11 eviction case. G.H. worked for Redstone Residential LLC (Redstone). Respondent had signed a
12 fee agreement with G.H. to represent Cougar Ridge Apartments in January 2022. The fee
13 agreement did not specify the scope of the representation.

14 4. The demand letter proposed a settlement in the amount of \$13,235. Respondent
15 replied to the demand letter in writing "on behalf of Redstone Residential" and rejected the offer.

16 5. On April 15, 2022, the tenants filed suit against the four business entities that
17 owned Cougar Ridge Apartments: Redstone, 4259 8th Avenue LLC (8th Ave), 732 W Bullard
18 Palm L.P. (Bullard), and Coug Investments, LLC. Respondent did not have a fee agreement with
19 any of the business entities listed as defendants.

20 6. On April 21, 2022, G.H. forwarded the complaint that had been filed by the tenants
21 to Respondent. At that time, Respondent understood that Respondent was representing the
22 interests of all of the owners in the suit, and the owners reasonably believed that Respondent was
23

1 representing them. Furthermore, Respondent was aware that the owners viewed Respondent as
2 their lawyer.

3 7. On April 26, 2022, Respondent agreed to accept service on behalf of Redstone.

4 8. Respondent did not file a notice of appearance in the suit. Respondent did not
5 timely answer the complaint.

6 9. On May 13, 2022, the tenants filed a motion for default against Bullard and 8th
7 Ave. On May 17, 2022, they filed a motion for default against Redstone.

8 10. On May 25 and 26, 2022, G.H. wrote to Respondent requesting to review
9 Respondent's response to the suit. Respondent did not respond.

10 11. On May 27, 2022, Respondent filed an answer and counterclaim. The answer was
11 ambiguous as to whom Respondent was representing. Respondent used the singular "Defendant"
12 throughout the answer, but in the caption, Respondent defined "Defendant" as including all four
13 of the ownership entities. Additionally, the counterclaims contained in the answer referred to
14 "Defendants" throughout, and Respondent signed as "Attorney for Defendants."

15 12. The same day, Respondent filed a "Motion to Dismiss Plaintiff's Motion for
16 Default Judgment." Respondent's motion did not offer any explanation for Respondent's failure
17 to timely file an answer. Respondent did not seek leave of the court to respond to the motions for
18 default as required by CR 55(a)(2). Respondent filed the motion on behalf of "the Defendants"
19 and signed as "Attorney for Defendants."

20 13. On May 31, 2022, G.H. wrote to Respondent asking on behalf of one of the owners
21 if their case was strong and for advice regarding a settlement offer. Respondent did not respond.

22 14. On June 1, 2022, Respondent appeared for the hearing on the motions for default
23 and argued the court should decide the case on the merits. Respondent acknowledged missing the

1 deadline to answer but offered no explanation. Opposing counsel questioned exactly who
2 Respondent was representing, and the court asked Respondent to address the issue, but
3 Respondent was evasive. Respondent first said Respondent was retained by Cougar Ridge
4 Apartments which was a subsidiary of the named defendants and that it wasn't necessary for
5 Respondent to file a separate notice of appearance on behalf of the named defendants since
6 Cougar Ridge Apartments was affiliated with them. When opposing counsel pointed out that
7 Cougar Ridge Apartments was not a named defendant and pressed Respondent to state whether
8 Respondent represented any of the named defendants, Respondent declined to address the issue
9 further. The court then entered a default order, struck Respondent's pleadings, and directed
10 Respondent to identify who Respondent represented and to file a motion and declaration as to
11 why they were late in answering the complaint.

12 15. Thereafter, Respondent did not take any action to set aside the default order.

13 16. On June 2, 2022, opposing counsel sent Respondent an email stating that they
14 wanted to make another settlement offer before seeking a default judgment but asked that
15 Respondent first clarify whom Respondent represented. Respondent did not respond.

16 17. On June 6, 2022, Respondent participated in a Zoom meeting with representatives
17 of the owners. During the meeting, Respondent confirmed that Respondent represented them in
18 the litigation.

19 18. On June 8, 2022, opposing counsel sent Respondent a follow up email again asking
20 Respondent to clarify who Respondent represented so that they could contact defendants directly
21 about settlement if Respondent did not represent them. Respondent did not respond.

1 19. In June and July 2022, K.P., a representative of Redstone, repeatedly emailed
2 Respondent seeking information and updates about the case. Respondent failed to provide a
3 substantive response to K.P.'s inquiries.

4 20. On July 5, 2022, for example, K.P. emailed Respondent's assistant and
5 Respondent asking if the "adjusted answer" they discussed had been filed and asking the reason
6 for the motion to vacate. K.P. also asked whether they needed to consider settlement. K.P.
7 requested Respondent provide an update "ASAP." Respondent did not respond.

8 21. On August 9, 2022, Respondent sent G.H. and K.P. an email stating that
9 Respondent was setting the hearing on their motion to vacate on August 31, 2022. Respondent
10 wrote that Respondent would have a paralegal send them the Notice of Hearing for confirmation.
11 Respondent did not schedule a hearing.

12 22. On August 22, 2022, opposing counsel filed a motion for default judgment.
13 Respondent did not receive notice of the motion because the defendants were in default and
14 Respondent had neither filed a notice of appearance, nor responded to opposing counsel's request
15 to identify Respondent's client(s).

16 23. On August 25, 2022, S.E., another representative of Redstone, emailed
17 Respondent, stressing that the case was "a big deal" to them, and stating that the owners needed
18 a report on the case "ASAP." Respondent replied the same day stating that a hearing had been set
19 for September 14, 2022. This statement was false. Respondent attached a hearing notice that
20 purported to schedule a hearing for that date. Respondent did not set a hearing for September 14,
21 2022 and never filed the notice attached to Respondent's email. Respondent had not drafted a
22 motion to vacate at that time. In a deposition conducted by ODC, Respondent testified that
23 Respondent sent the notice "to deceive them and buy myself a little more breathing space."

1 24. On August 31, 2022, the court entered a default judgment against all defendants
2 in the amount of \$40,535.00.

3 25. On September 1, 2022, opposing counsel filed a request for \$14,602.50 in fees.
4 Opposing counsel noted a hearing on the request for September 14, 2022.

5 26. On September 12, 2022, Respondent discovered that a default judgment had been
6 entered. On September 13, 2022, Respondent wrote to G.H. informing G.H. of the default
7 judgment and explaining that this development required Respondent to “change my filings to
8 answer his Orders and set aside the ruling from Aug. 31 in addition to the previous rulings.”
9 Respondent added “for now, our hearing tomorrow has been struck because my pleadings need
10 to be amended in light of this unknown hearing.” These statements were false. Respondent had
11 not scheduled a hearing for September 14 and had not drafted any pleadings relating to the default
12 that could be updated or amended.

13 27. On September 14, 2022, the court entered a Judgment and Order for Attorney Fees
14 in the amount of \$14,602.50.

15 28. On September 29, 2022, Respondent filed a Notice of Intent to Withdraw. In the
16 notice, Respondent stated Respondent was withdrawing as attorney of record for Cougar Ridge
17 Apartments, “who is not a party in this matter.” Respondent’s notice also stated “I have not
18 entered a Notice of Appearance for any other individual or entity connected to this case nor have
19 I signed an engagement letter or representation contract with any other individual or entity
20 connected to this case.” This notice was misleading in that Respondent had explicitly informed
21 opposing counsel that Respondent represented Redstone and had been representing all defendants
22 in the matter.

1 to set aside the default, and failing to respond to inquiries from opposing counsel about settlement,
2 Respondent violated RPC 1.3.

3 34. By failing to keep Respondent's clients reasonably informed about the status of
4 their matter and failing to respond to their reasonable requests for information about the case,
5 Respondent violated RPC 1.4(a).

6 35. By making false and misleading statements to clients and opposing counsel,
7 Respondent violated RPC 8.4(c).

8 36. By making false and misleading statements to the court, Respondent violated RPC
9 8.4(c), and RPC 8.4(d).

10 37. By making false statements to ODC, Respondent violated RPC 8.1(a) and 8.4(I).

11 **IV. PRIOR DISCIPLINE**

12 38. Respondent has no prior discipline.

13 **V. APPLICATION OF ABA STANDARDS**

14 39. The following American Bar Association Standards for Imposing Lawyer
15 Sanctions (1991 ed. & Feb. 1992 Supp.) apply to this case: Standard 4.4, Standard 4.6, Standard
16 5.1, Standard 6.1, Standard 7.0. Copies of the applicable Standards are attached as Appendix A.

17 40. Respondent acted at least knowingly as to all of the above-described misconduct.

18 41. Respondent made false statements to Respondent's clients with the intent to hide
19 Respondent's lack of diligence from them and from Respondent's employer.

20 42. Respondent made false statements to the court and withheld material information
21 from the court with the intent to deceive the court.

22 43. Respondent's dishonesty, lack of diligence, and lack of communication caused
23 serious injury to Respondent's clients, including judgments against them totaling over \$55,000.

1 44. Respondent lied to ODC with the intent to avoid and/or minimize discipline and
2 thereby caused serious injury to the lawyer discipline system.

3 45. Under Standard 4.41(b), the presumptive sanction for Respondent's lack of
4 communication and lack of diligence is disbarment.

5 46. Under Standard 4.61, the presumptive sanction for Respondent's dishonesty
6 toward Respondent's clients is disbarment.

7 47. Under Standard 6.11, the presumptive sanction for Respondent's dishonesty
8 toward the court is disbarment.

9 48. Under Standard 5.13, the presumptive sanction for Respondent's dishonesty
10 toward opposing counsel is reprimand.

11 49. Under Standard 7.1, the presumptive sanction for Respondent's dishonesty toward
12 ODC is disbarment.

13 50. The following aggravating factors apply under ABA Standard 9.22:

- 14 (b) dishonest or selfish motive; and
- 15 (d) multiple offenses.

16 51. The following mitigating factors apply under ABA Standard 9.32:

- 17 (a) absence of a prior disciplinary record;
- 18 (c) personal or emotional problems (See Appendix B, filed under seal);
- 19 (g) character or reputation; and
- 20 (l) remorse.

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

23 53. Based on the factors set forth above, the presumptive sanction should be mitigated
24 to suspension.

VI. STIPULATED DISCIPLINE

54. The parties stipulate that Respondent shall receive a 30-month suspension.

VII. CONDITIONS OF REINSTATEMENT

55. Reinstatement from suspension is conditioned on payment of costs and expenses, including any accumulated interest, as provided below.

VIII. CONDITIONS OF PROBATION

56. Respondent will be subject to probation for a period of 24 months beginning on the date Respondent is reinstated to the practice of law.

57. The conditions of probation are set forth below. Respondent’s compliance with these conditions will be monitored by the Probation Administrator of the Office of Disciplinary Counsel (“Probation Administrator”). Failure to comply with a condition of probation listed herein may be grounds for further disciplinary action under ELC 13.8(b).

Practice Monitor

- a) During the period of probation, Respondent’s practice will be supervised by a practice monitor. The practice monitor must be a WSBA member with no record of public discipline and who is not the subject of a pending public disciplinary proceeding.
- b) The role of the practice monitor is to consult with and provide guidance to Respondent regarding case management, office management, and avoiding violations of the Rules of Professional Conduct, and to provide reports and information to the Probation Administrator regarding Respondent’s compliance with the terms of probation and the RPC. The practice monitor does not represent the Respondent.

At the beginning of the probation period, the Probation Administrator will select a lawyer to serve as practice monitor for the period of Respondent’s probation.

Initial Challenge: If, within 15 days of the written notice of the selection of a practice monitor, Respondent sends a written request to the Probation Administrator that another practice monitor be selected, the Probation Administrator will select another practice monitor. Respondent need not identify any basis for this initial request.

1 Respondent must make payments totaling \$1,000 to the Washington State Bar Association
2 to defray the costs and expenses of administering the probation, as follows:

3 \$250 due within 30 days of the start of the probation;

4 \$250 due within 6 months of the start of the probation period;

5 \$250 due within 12 months of the start of the probation period; and

6 \$250 due within 18 months of the start of the probation period.

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

8 IX. RESTITUTION

9 58. Restitution is not required because the financial obligations Respondent's clients
10 incurred were satisfied by Respondent's insurance carrier.

11 X. COSTS AND EXPENSES

12 59. In light of Respondent's willingness to resolve this matter by stipulation at an early
13 stage of the proceedings, Respondent shall pay attorney fees and expenses of \$1,150 in
14 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if
15 these costs are not paid within 30 days of approval of this stipulation. For any amount not paid
16 within 30 days, pursuant to ELC 13.9(i), Respondent shall pay interest at the maximum rate
17 permitted under RCW 19.52.020. Reinstatement from suspension or disbarment is conditioned
18 on payment of costs and any accumulated interest.

19 XI. VOLUNTARY AGREEMENT

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

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

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


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

10
11 Signed by:
Paul Hanes
4212FC9708824B5...
Paul Corbett Hanes, Bar No. 50127
Respondent

Dated: 3/9/2026

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14 
Nicholas Christopher Larson, Bar No. 46034
Counsel for Respondent

Dated: 3/9/2026

16
17 
Francisco Rodriguez, Bar No. 22881
Senior Disciplinary Counsel

Dated: 03/09/2026

APPLICABLE ABA STANDARDS**APPENDIX****A****4.4 *Lack of Diligence***

- 4.41 Disbarment is generally appropriate when:
- (a) a lawyer abandons the practice and causes serious or potentially serious injury to a client; or
 - (b) a lawyer knowingly fails to perform services for a client and causes serious or potentially serious injury to a client; or
 - (c) a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client.
- 4.42 Suspension is generally appropriate when:
- (a) a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client, or
 - (b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.
- 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.
- 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.

4.6 *Lack of Candor*

- 4.61 Disbarment is generally appropriate when a lawyer knowingly deceives a client with the intent to benefit the lawyer or another, and causes serious injury or potential serious injury to a client.
- 4.62 Suspension is generally appropriate when a lawyer knowingly deceives a client, and causes injury or potential injury to the client.
- 4.63 Reprimand is generally appropriate when a lawyer negligently fails to provide a client with accurate or complete information, and causes injury or potential injury to the client.
- 4.64 Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence in failing to provide a client with accurate or complete information, and causes little or no actual or potential injury to the client.

5.1 *Failure to Maintain Personal Integrity*

- 5.11 Disbarment is generally appropriate when:
- (a) a lawyer engages in serious criminal conduct, a necessary element of which includes intentional interference with the administration of justice, false swearing, misrepresentation, fraud, extortion, misappropriation, or theft; or the sale, distribution or importation of controlled substances; or the intentional killing of another; or an attempt or conspiracy or solicitation of another to commit any of these offenses; or
 - (b) a lawyer engages in any other intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer's fitness to practice.

- 5.12 Suspension is generally appropriate when a lawyer knowingly engages in criminal conduct which does not contain the elements listed in Standard 5.11 and that seriously adversely reflects on the lawyer's fitness to practice.
- 5.13 Reprimand is generally appropriate when a lawyer knowingly engages in any other conduct that involves dishonesty, fraud, deceit, or misrepresentation and that adversely reflects on the lawyer's fitness to practice law.
- 5.14 Admonition is generally appropriate when a lawyer engages in any other conduct that reflects adversely on the lawyer's fitness to practice law.

6.1 *False Statements, Fraud, and Misrepresentation*

- 6.11 Disbarment is generally appropriate when a lawyer, with the intent to deceive the court, makes a false statement, submits a false document, or improperly withholds material information, and causes serious or potentially serious injury to a party, or causes a significant or potentially significant adverse effect on the legal proceeding.
- 6.12 Suspension is generally appropriate when a lawyer knows that false statements or documents are being submitted to the court or that material information is improperly being withheld, and takes no remedial action, and causes injury or potential injury to a party to the legal proceeding, or causes an adverse or potentially adverse effect on the legal proceeding.
- 6.13 Reprimand is generally appropriate when a lawyer is negligent either in determining whether statements or documents are false or in taking remedial action when material information is being withheld, and causes injury or potential injury to a party to the legal proceeding, or causes an adverse or potentially adverse effect on the legal proceeding.
- 6.14 Admonition is generally appropriate when a lawyer engages in an isolated instance of neglect in determining whether submitted statements or documents are false or in failing to disclose material information upon learning of its falsity, and causes little or no actual or potential injury to a party, or causes little or no adverse or potentially adverse effect on the legal proceeding.

7.0 *Violations of Duties Owed as a Professional*

- 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 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.
- 7.2 Suspension is generally appropriate when a lawyer knowingly engages in 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.
- 7.3 Reprimand is generally appropriate when a lawyer negligently engages in 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.
- 7.4 Admonition is generally appropriate when a lawyer engages in an isolated 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.