

FILED

Oct 22, 2024

Disciplinary
Board

Docket # 038

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

TALWINDER SINGH,
Lawyer (Bar No. 56762).

Proceeding No. 24#00012

FINDINGS OF FACT, CONCLUSIONS OF
LAW AND HEARING OFFICER'S
RECOMMENDATION

The undersigned Hearing Officer held the hearing on October 2, 2024, under Rule 10.13 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC). Respondent Talwinder Singh did not appear at the hearing. Disciplinary Counsel Henry Cruz appeared for the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association. No testimony was taken; instead, the Hearing Officer considered the declarations of the following witnesses submitted by ODC under ELC 10.13(b)(2):

- Puneet Kumar
- Maarij Nasar
- Richard Cassady
- Priyanka Singh
- Francisco Rodriguez.

1 **FORMAL COMPLAINT FILED BY DISCIPLINARY COUNSEL**

2 The Formal Complaint filed by Disciplinary Counsel charged Respondent with the
3 following counts of misconduct:

4 **Count 1:** By failing to file any pleadings in the divorce matter, Respondent
5 violated RPC 1.3 and/or RPC 3.2.

6 **Count 2:** By failing to inform [Puneet] Kumar of the default order during the
7 representation and/or after the termination of representation, Respondent violated
8 RPC 1.4 and/or RPC 1.16(d).

9 **Count 3:** By failing to refund unearned fees after the termination of representation,
10 Respondent violated RPC 1.5(a) and/or RPC 1.16(d).

11 **Count 4:** By failing to deposit Kumar's advance fees in a trust account,
12 Respondent violated RPC 1.15A(c)(2).

13 Based on the pleadings in the case and the declarations and other exhibits at the hearing,
14 the Hearing Officer makes the following:

15 **FINDINGS OF FACT**

16 1. Respondent was admitted to the practice of law in the State of Washington on
17 August 19, 2020. Bar File (BF) 25; EX A-141 ¶ 3.

18 2. On March 11, 2022, Karamjit Kaur initiated a divorce action against Puneet Kumar:
19 Kaur v. Kumar, King County Superior Court Case No. 22-3-01244-1. EX A-117.

20 3. On March 14, 2022, Kumar was personally served the following documents, inter
21 alia, filed by Kaur in the divorce matter:

- 22 a. Summons
- 23 b. Petition for Divorce
- 24 c. Order Setting Deadlines (Case Schedule)
- d. Proposed Parenting Plan
- e. Automatic Temporary Order Setting Financial Restraints.

1 BF 2 ¶ 2; BF 19; EX A-119; EX A-137 ¶ 3.

2 4. The summons provided the following:

3 a. Kaur “started a case asking the court: To end your marriage.” BF 2 ¶ 3; BF 19; EX
4 A-108 at 7.

5 b. A response must be filed within 20 days of service and that, if a response or notice
6 of appearance is not filed, “no one has to notify you about other hearings in this
7 case, and the court may approve the Petitioner’s requests without hearing your
8 side. (This is called a *default judgment*.)” (Emphasis in original). BF 2 ¶ 4; BF 19;
9 EX A-108 at 7-8.

10 c. The name and address of Kaur’s lawyer and instructions to contact the court clerk
11 or “check www.courts.wa.gov” to find out whether the case had been filed if no
12 case number was listed. BF 2 ¶ 5; BF 19; EX A-108 at 7-8.

13 5. The petition for divorce stated that Kaur was seeking spousal maintenance and child
14 support. EX A-117. The proposed parenting plan stated that Kaur was requesting Kumar have no
15 contact with their two children, aged 14 and 13 at the time. EX A-108 at 14, 16.

16 6. At a consultation on March 28, 2022, Kumar provided Respondent a copy of all
17 documents served on Kumar on March 14, 2022, which Respondent kept. BF 2 ¶ 6; BF 19; EX
18 A-137 ¶ 4; EX A-140 ¶ 8. The copies of the case schedule and automatic temporary order setting
19 financial restraints that Respondent kept contained the case number of the divorce matter. EX A-
20 108 at 2, 6; EX A-135 at 3, 7.

21 7. The consultation lasted for approximately one and a half hours. EX A-137 ¶ 12; EX
22 A-140 ¶ 6.

23 8. Respondent agreed to represent Kumar in the divorce matter for a fee of \$5,000. BF
24

2 ¶ 7; BF 19; EX A-102; EX A-137 ¶ 16; EX A-140 ¶ 7.

9. Respondent's written fee agreement did not contain all the language required under RPC 1.5(f)(2). BF 2 ¶ 8; BF 19; EX A-102.

10. Respondent's fee agreement provided that Kumar agreed to pay a minimum \$1,000 "retainer fee" for "legal services regardless of the amount of time spent on this case," and that the "retainer fee" was "non-refundable." BF 2 ¶ 9; BF 19; EX A-102.

11. Respondent's \$1,000 "retainer fee" was not a true retainer under RPC 1.5(f)(1) because the fee agreement explicitly provided that the fee was for "legal services" and did not state that the fee was for Respondent's availability. BF 2 ¶ 10; BF 19; EX A-102.

12. On March 28, 2022, Respondent received an advance fee payment of \$2,500 from Kumar towards the agreed upon \$5,000 fee for the divorce matter. BF 2 ¶ 11; BF 19; EX A-101; EX A-137 ¶ 17; EX A-140 ¶ 10.

13. At the time Respondent accepted the \$2,500 payment, Respondent had not earned any portion of the advance fee. BF 2 ¶ 12; BF 19.

14. Respondent did not deposit any of the funds in a trust account. BF 2 ¶ 13; BF 19.

15. Respondent never filed a notice of appearance, a response to the petition for divorce, or any other pleading in the divorce matter. BF 2 ¶ 14; BF 19; EX A-140 ¶ 11.

16. Respondent did not prepare any pleadings in the divorce matter. BF 2 ¶ 15; BF 19.

17. On April 12, 2022, Kaur filed a motion for default without notice to Kumar because Respondent did not file a notice of appearance or have Kumar appear in the matter in any other way. BF 2 ¶ 16; BF 19; EX A-120.

18. On April 12, 2022, the court granted the motion for default. BF 2 ¶ 17; BF 19; EX A-121.

1 19. On or about May 17, 2022, Respondent became aware of the default order. BF 2 ¶
2 18; BF 19.

3 20. Respondent did not inform Kumar of the default order. BF 2 ¶ 19; BF 19; EX A-137
4 ¶ 28.

5 21. On May 19, 2022, Respondent sent an email to Kaur's lawyer, Richard Cassady Jr.,
6 stating:

7 I'll be representing Puneet Kumar in his divorce proceedings. Do you have time
8 next week for a quick call? I think with some discussion we should be able to enter
into an agreed divorce agreement.

9 BF 2 ¶ 20; BF 19; EX A-103; EX A-106 at 1; EX A-139 ¶ 4.

10 22. On May 23, 2022, Cassady responded to Respondent's email, asking for
11 Respondent's phone number and if Respondent had a notice of appearance. BF 2 ¶ 23; BF 19; EX
12 A-104; EX A-106 at 1; EX A-139 ¶ 5.

13 23. Respondent did not respond to Cassady's May 23, 2022 email. BF 2 ¶ 24; BF 19;
14 EX A-139 ¶ 6.

15 24. On June 24, 2022, the court issued the final divorce decree, parenting plan, and child
16 support order in the divorce matter. EX A-122; EX A-124; EX A-126. The basis for the court's
17 findings and conclusions was the April 12, 2022 default order. EX A-123. The court prohibited
18 Kumar from having any contact with Kumar's two children. EX A-124. The court also ordered
19 Kumar to pay a total of \$2,225 per month in spousal maintenance and child support. EX A-122;
20 A-126. Kumar's imputed monthly net income provided by Kaur in the Child Support Worksheet
21 was higher than what it actually was at the time the final orders were entered. EX A-127; EX A-
22 138 ¶ 11. At the time of the final orders, Kumar had not participated at all in the divorce
23 proceedings. EX A-137 ¶¶ 28-30; EX A-138 ¶ 9.

1 25. From May 2022 through August 2022, Kumar called and texted Respondent several
2 times to find out the status of the divorce matter. Respondent did not respond to most of Kumar's
3 calls or texts. When Respondent did respond, Respondent only told Kumar that Respondent would
4 call back, that Respondent was waiting on Cassidy to return Respondent's call, or that
5 Respondent would let Kumar know when the next steps would be. EX A-105; EX A-108 at 1; EX
6 A-136; EX A-137 ¶¶ 18-19.

7 26. On or about August 18, 2022, Respondent met with Kumar to discuss the divorce
8 matter ("second meeting"). EX A-137 ¶ 19; EX A-136 at 2; EX A-140 ¶¶ 13, 22.

9 27. At the second meeting, Respondent informed Kumar that Respondent would no
10 longer represent Kumar in the divorce matter. BF 2 ¶ 21; BF 19; EX A-137 ¶ 20; EX A-140 ¶ 19.

11 28. Respondent did not refund any of the advance fees to Kumar. BF 2 ¶ 22; BF 19; EX
12 A-137 ¶ 22; EX A-140 ¶ 23.

13 29. After the termination of representation, on at least ten occasions, Kumar asked
14 Respondent for a copy of the client file to provide to Kumar's new lawyer, but Respondent did
15 not respond. EX A-136 at 3-5; EX A-137 ¶ 25.

16 30. On September 29, 2022, Respondent emailed Kumar several documents from the
17 divorce matter, including the petition, summons, proposed parenting plan, case schedule, and
18 automatic temporary order setting financial restraints, the latter two of which contained the case
19 number of the divorce matter. EX A-135.

20 31. On October 18, 2022, Kumar consulted with lawyer Maarij Nasar about the divorce
21 matter. At the consultation, Kumar told Nasar that Kumar needed a new lawyer in the divorce
22 matter and believed that the divorce matter was still pending. EX A-138 ¶ 6.

23 32. On October 26, 2022, Kumar paid Nasar's firm \$5,000 to represent Kumar in the
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1 divorce matter. EX A-138 ¶ 7.

2 33. On or about the first week of November, Nasar discovered the default order and the
3 final orders entered in the divorce matter. EX A-138 ¶ 7. Soon after, Nasar informed Kumar of
4 the default and final orders. EX A-138 ¶ 8. It was at this point that Kumar first became aware of
5 the default and final orders and that Respondent had filed nothing in the divorce matter. EX A-
6 137 ¶ 28; EX A-138 ¶ 9.

7 34. On December 27, 2022, Nasar filed a motion to vacate the default and final orders
8 in the divorce matter on behalf of Kumar. EX A-128.

9 35. On February 1, 2023, the court denied the motion to vacate, finding, inter alia, that
10 attorney negligence is generally not a basis to vacate a final order. EX A-131.

11 36. Nasar filed a motion for reconsideration on behalf of Kumar, but the court denied
12 reconsideration. EX A-132; EX A-133.

13 37. Kumar filed a grievance against Respondent. BF 1; EX A-107.

14 38. On April 7, 2023, Respondent submitted a response to the grievance (“April 7, 2023
15 response”). EX A-106. In the April 7, 2023 response, Respondent stated, inter alia, the following:

16 a. Respondent “accepted [Kumar’s divorce] matter and received payment[.]”

17 b. Kumar “only provided paperwork regarding an ongoing protection order” to
18 Respondent “at the time of contract formation.”

19 c. Kumar did not provide any of the “necessary paperwork” regarding the divorce
20 matter or a “case #” to Respondent until May 19, 2022.

21 d. Respondent “reached out to opposing counsel [on May 19, 2022,] and did not
22 receive a response from opposing counsel until May 23, 2022 by which time
23 counsel had already withdrawn.”

1 e. Respondent terminated representation “[o]n or about May 20th of 2022[.]”

2 f. Respondent terminated representation because Respondent would be “unable to
3 satisfy Mr. Kumar’s expected goals under the flat rate contract.”

4 EX A-106 at 1-2.

5 39. Respondent’s statements at paragraphs 38(b) and 38(c) were false. EX A-137 ¶¶ 3-
6 4; EX A-119; EX A-108 at 2, 6; EX A-135 at 3, 7.

7 40. Respondent’s statements at paragraphs 38(d) and 38(e) were false. BF 2 ¶ 14; BF
8 19; EX A-137 ¶¶ 19-20; EX A-136 at 2.

9 41. On December 13, 2023, ODC investigators Priyanka Singh and Brian McCarthy
10 interviewed Respondent regarding the grievance. EX A-140 ¶ 3. At the December 13, 2023
11 interview, Respondent stated, inter alia, the following:

12 a. On March 28, 2022, Respondent met with Kumar for a consultation that lasted
13 about “an hour to hour and a half.” EX A-140 ¶¶ 5-6.

14 b. “Mr. Kumar hired [Respondent] to represent Mr. Kumar in a divorce matter.” EX
15 A-140 ¶ 6.

16 c. Respondent “informed Kumar that [Respondent] would charge a flat fee of \$5,000
17 for the divorce case.” EX A-140 ¶ 7.

18 d. “Mr. Kumar brought a copy of the summons and the divorce petition to the
19 consultation.” EX A-140 ¶ 8.

20 e. “Under the representation agreement, Respondent “would defend Mr. Kumar in
21 the contested divorce matter.” EX A-140 ¶ 9.

22 f. Respondent did not file a notice of appearance in the divorce matter “because
23 [Respondent] did not have Mr. Kumar’s case number.” EX A-140 ¶ 11.

g. It was not until May 17, 2022, that Kumar provided Respondent “documents that had the case number on it.” EX A-140 ¶¶ 13-14.

h. Respondent looked up the matter online with the case number, but “does not remember seeing a default order.” EX A-140 ¶¶ 15-18.

i. Respondent terminated representation on May 17, 2022.

j. Respondent “earned” the \$2,500 fee paid by Kumar and therefore did not issue a refund. EX A-140 ¶ 23.

42. Respondent’s statements at paragraphs 41(f) and 41(g) were false. EX A-137 ¶¶ 3-4; EX A-119; EX A-108 at 2, 6; EX A-135 at 3, 7.

43. Respondent’s statement at paragraph 41(h) is not credible because the default order had already been issued on April 12, 2022, and Respondent knew neither a notice of appearance nor a response to the divorce petition had been timely filed. BF 2 ¶¶ 4, 6; BF 19; EX A-121; EX A-137 ¶¶ 3-5; EX A-140 ¶ 8.

44. Respondent’s statement at paragraph 41(d) contradicts Respondent’s earlier statements to ODC at paragraphs 38(b) and 38(c).

45. Respondent’s statement at paragraph 41(i) was false. EX A-137 ¶¶ 19-20; EX A-136 at 2.

46. On April 3, 2024, Respondent filed a “Formal Response” in answer to the Formal Complaint. BF 7; EX A-111. Instead of specifically admitting or denying each factual allegation in the Formal Complaint as required by ELC 10.5(b)(1), Respondent made several factual assertions in the “Formal Response,” including:

a. Respondent did not agree to represent Kumar in the divorce matter. EX A-111 ¶¶ 6, 8, 9, 15, 16.

- 1 b. Respondent agreed to have a consultation with Kumar “for his protection order
2 matter and general legal assistance.” EX A-111 ¶ 6.
- 3 c. Respondent charged Kumar \$500 an hour for the consultation. EX A-111 ¶ 6.
- 4 d. Kumar asked Respondent to state in the contract “that the consult was for a
5 contested divorce so that he deduct [sic] his legal expenses in his divorce
6 proceedings because he is unable to do that if the subject matter is for his
7 Protection Order.” EX A-111 ¶ 6.
- 8 e. The consultation with Kumar “lasted over 5 and a half hours.” EX A-111 ¶ 8.
- 9 f. Respondent charged Kumar \$2,500 for the consultation. EX A-111 ¶ 12.
- 10 g. “Respondent did not keep any of Mr. Kumars [sic] divorce paperwork[.]” EX A-
11 111 ¶ 16.
- 12 h. On May 19, 2022,¹ Kumar came to Respondent’s office to discuss the divorce
13 matter “because received [sic] a notice of default.” EX A-111 ¶ 23.
- 14 i. At the May 19, 2022 meeting, Kumar told Respondent Kumar did not have any
15 of the divorce documents and requested help obtaining the documents. EX A-
16 111 ¶ 25.
- 17 j. Kumar threatened to kill Respondent, himself, and others during the May 19,
18 2022 meeting. EX A-111 ¶ 33.
- 19 k. During the May 19, 2022 meeting, Respondent called Cassady to ask for a copy
20 of the divorce documents, but Cassady refused without a notice of appearance.
21 EX A-111 ¶¶ 38-39.

22
23 ¹ The Hearing Officer finds that Respondent mistakenly provided the year as “2023” and should have
24 provided the year at “2022” based on the dates of events that followed in the “Formal Response.” EX A-
111 ¶¶ 48-54.

- 1 l. Respondent “sent an informal email to Cassidy [sic] as a courtesy to get Mr.
2 Kumar calm [sic] down.” EX A-111 ¶ 40.
- 3 m. Respondent offered Kumar a full refund on May 19, 2022, but Kumar declined.
4 EX A-111 ¶ 43.
- 5 n. “Respondent did not receive any email from Cassidy[] on or about May 23,
6 2022. EX A-111 ¶ 48.
- 7 o. Respondent offered a full refund to Kumar on April 7, 2023, in writing, but
8 Kumar did not respond. EX A-111 ¶ 55.
- 9 p. “On or about March 23, 2024, Respondent became a victim of Mr. Kumars [sic]
10 when vehicle [sic] similar in color, make and model to Mr. Kumars [sic], at or
11 around 12 pm, fired 3 shots into Respondent’s Former Residence,” and that a
12 police report was filed and the investigation is ongoing. EX A-111 ¶ 56.

13 47. Respondent’s statements at paragraphs 46(a), (b), (e), (f), (i), (l), and (n) were false
14 (EX A-101; EX A-102; EX A-103; EX A-104; EX A-137; EX A-139) and contradict
15 Respondent’s prior statements to ODC (EX A-106; EX A-140).

16 48. Respondent’s statement at paragraph 46(g) was false. EX A-108; EX A-135; EX A-
17 137.

18 49. Respondent’s statements at paragraphs 46(c), 46(d), 46(h), 46(j), 46(k), 46(m),
19 46(o), and 46(p) were false. EX A-137; A-140 ¶¶ 24-32.

20 50. On April 16, 2024, the Hearing Officer struck Respondent’s “Formal Response” as
21 non-compliant with ELC 10.5(b)(1) and ordered Respondent to file a new answer that fully
22 complied with the ELC. BF 13. Respondent was served a copy of the Hearing Officer’s April 16,
23 2024 order. BF 13.

1 51. On May 6, 2024, Respondent filed a second “Formal Response” (hereinafter
2 “Answer”). BF 25; EX A-112. Respondent’s Answer failed to comply with ELC 10.5(b)(1). BF
3 13; BF 19.

4 52. Respondent was aware of ELC 10.5(b)(1) and intentionally failed to comply with it.
5 BF 13.

6 53. Respondent was aware of the April 16, 2024 order and intentionally failed to comply
7 with it. BF 13.

8 54. In Respondent’s Answer, Respondent made the same false statements as those
9 Respondent stated in the April 3, 2024 “Formal Response” except that Respondent left out the
10 paragraph about the alleged shooting. EX A-111; EX A-112.

11 55. On June 14, 2024, ODC requested information from Respondent under ELC
12 10.11(a). EX A-113; EX A-141 ¶ 6. On August 14, 2024, ODC requested additional information
13 from Respondent under ELC 10.11(a). EX A-114; EX A-141 ¶ 6.

14 56. Respondent did not respond to either of ODC’s ELC 10.11(a) requests. EX A-141 ¶
15 7.

16 57. Respondent was aware of ODC’s requests under ELC 10.11(a) and intentionally
17 failed to comply with them. EX A-113; EX A-114; EX A-141 ¶ 6.

18 58. On July 1, 2024, the Hearing Officer issued an order setting the hearing date and
19 establishing prehearing deadlines. BF 23. The July 1, 2024 order was served on both parties. Id.
20 The Hearing Officer ordered, inter alia, that the parties file and serve a preliminary list of intended
21 witnesses by July 10, 2024, exchange lists of proposed exhibits by September 11, 2024, file a
22 final witness list by September 18, 2024, and exchange copies of proposed exhibits and a final
23 witness list with a summary of expected testimony by September 18, 2024. Id.

59. Respondent did not submit any of the documents ordered to be filed or exchanged.
EX A-141 ¶¶ 8-9.

60. Respondent was aware of the July 1, 2024 order and intentionally failed to comply with it. BF 23; EX A-116; EX A-141 ¶¶ 8-9.

61. On September 11, 2024, Respondent sent Disciplinary Henry Cruz an email which stated:

You encouraged [Kumar] to shoot my house Why would I participate in any proceedings with the lawyer who encouraged the endangerment of my life and the lives of my loved ones? ... I would love to participate and provide material, but given your message, by and through [Kumar], I understand that it is not in my best interest to respond.

EX A-116.

62. Respondent's statements in the September 11, 2024 email were false and intended as a pretext for failing to comply with the rules and orders of the disciplinary agency. EX A-137.

63. On September 17, 2024, ODC filed a Demand for Documents under ELC 10.13(c) and served a copy on Respondent. BF 27. The demanded documents were previously requested by ODC in accordance with the ELC. EX A-107; EX A-114; EX A-141 ¶ 6.

64. Respondent did not bring the demanded documents to the hearing.

65. Respondent was aware of the demand for documents and intentionally did not bring the demanded documents to the hearing without good cause. BF 27; EX A-116.

66. Respondent did not attend the hearing.

67. Respondent was aware of the hearing date and intentionally failed to attend the hearing without good cause. BF 23; EX A-116.

68. The Hearing Officer has drawn adverse inferences from Respondent's failure to attend the hearing as to any questions that might have been asked Respondent at the hearing. See

1 ELC 10.13(b)(1).

2 **Mental State and Injury**

3 69. Respondent acted knowingly in all conduct described above unless otherwise found.

4 70. Respondent caused serious injury or potentially serious injury to Kumar. As a result
5 of Respondent's failure to file anything in the divorce matter and failure to inform Kumar of the
6 default order, Kumar is prohibited from having any contact with Kumar's children. Kumar has
7 not seen Kumar's children for over two years. Kumar's "happiest moments" were with Kumar's
8 children and Kumar feels "empty" without them. EX A-137 ¶¶ 34-37. According to Nasar, who
9 has been practicing family law since 2010 and has been a family law commissioner pro tem since
10 approximately 2019, it is rare for a parenting plan to prohibit a parent from having any contact
11 with their children without a default order and, in Kumar's case, the court potentially could have
12 permitted some contact with Kumar's children had Kumar had the opportunity to participate in
13 the divorce matter. EX A-138 ¶¶ 3-4, 14. Under these circumstances, a parent being unable to
14 have any contact with their children is serious injury or at least potentially serious injury.

15 71. Respondent caused actual injury to Kumar. Kumar was deprived of an opportunity
16 to participate in the divorce matter by Respondent's failure to do anything in the court proceeding
17 and failure to inform Kumar of the default order. Kumar was deprived of the funds paid to
18 Respondent by Respondent failing to refund the unearned fees.

19 72. Respondent caused at least potential injury to Kumar as a result of the spousal
20 maintenance and child support orders entered in default, which were based on Kumar's imputed
21 income that was higher than it actually was at the time the orders were entered. EX A-138 ¶ 11.

22 **Aggravating and Mitigating Factors**

23 73. Respondent had a dishonest and selfish motive in keeping the unearned fees which
24

benefited Respondent at the expense of Kumar.

74. Respondent committed multiple offenses, as detailed below.

75. Respondent was indifferent to making restitution. EX A-137 ¶¶ 21-23; EX A-140 ¶ 23.

76. Respondent refused to acknowledge the wrongful nature of Respondent's conduct. Respondent has never shown remorse for Respondent's conduct and instead has made false statements in an attempt to cover up the misconduct and place the blame on Kumar. EX A-106; EX A-111; EX A-112; EX A-140.

77. Respondent obstructed the disciplinary proceeding in bad faith by repeatedly and intentionally failing to comply with the rules and orders of the disciplinary agency, including by intentionally failing to attend the hearing. See In re Disciplinary Proceeding Against Jensen, 192 Wn.2d 427, 448, 430 P.3d 262 (2018) ("Jensen's willful failure to attend his hearing constitutes an intentional failure to comply with the disciplinary agency's rules and orders").

78. Respondent submitted false statements during the disciplinary process. EX A-106; EX A-111; EX A-112; EX A-116; EX A-140.

79. Respondent has no prior discipline. EX A-141 ¶ 4.

80. Respondent was inexperienced in the practice of law where Respondent had been admitted to the practice of law for approximately two years at the time of the charged conduct. BF 25; EX A-141 ¶ 3.

1 CONCLUSIONS OF LAW

2 Violations Analysis

3 On May 23, 2024, the Hearing Officer previously found that ODC proved the following
4 by a clear preponderance of the evidence (BF 19):

5 Count 1

6 81. By failing to file any pleadings in the divorce matter, Respondent violated RPC 1.3
7 and RPC 3.2.

8 Count 2

9 82. By failing to inform Kumar of the default order during the representation and after
10 the termination of representation, Respondent violated RPC 1.4 and RPC 1.16(d).

11 Count 3

12 83. By failing to refund unearned fees after the termination of representation,
13 Respondent violated RPC 1.5(a) and RPC 1.16(d).

14 Count 4

15 84. By failing to deposit Kumar's advance fees in a trust account, Respondent violated
16 RPC 1.15A(c)(2).

17 Sanction Analysis

18 85. A presumptive sanction must be determined for each ethical violation. In re
19 Disciplinary Proceeding Against Anschell, 149 Wn.2d 484, 502, 69 P.3d 844 (2003). The
20 following standards of the American Bar Association's Standards for Imposing Lawyer Sanctions
21 ("ABA Standards") (1991 ed. & Feb. 1992 Supp.) are presumptively applicable in this case:

22 86. For Counts 1 and 2, ABA Standard 4.4 applies to Respondent's failure to act with
23 reasonable diligence and expeditiousness in representing Kumar and Respondent's failure to
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1 reasonably communicate with Kumar. Respondent acted knowingly in violating RPC 1.3, RPC
2 1.4, and RPC 3.2. Respondent's conduct caused serious injury or potentially serious injury to
3 Kumar. The presumptive sanction is disbarment under ABA Standard 4.41(b).

4 87. For Counts 2 and 3, ABA Standard 7.0 applies to Respondent's failure to refund
5 unearned fees and failure to protect Kumar's other interests upon termination of representation.
6 Respondent acted knowingly in violating RPC 1.5(a) and RPC 1.16(d). Respondent's conduct
7 caused actual injury to Kumar. The presumptive sanction is suspension under ABA Standard 7.2.

8 88. For Count 4, ABA Standard 4.1 applies to Respondent's failure to deposit client
9 funds in a trust account. Respondent acted knowingly in violating RPC 1.15A(c)(2). Respondent's
10 conduct caused actual injury to Kumar. The presumptive sanction is suspension under ABA
11 Standard 4.12.

12 89. When multiple ethical violations are found, the "ultimate sanction imposed should
13 at least be consistent with the sanction for the most serious instance of misconduct among a
14 number of violations." In re Disciplinary Proceedings Against Petersen, 120 Wn.2d 833, 854, 846
15 P.2d 1330 (1993).

16 90. Based on the Findings of Fact and Conclusions of Law and application of the ABA
17 Standards, the appropriate presumptive sanction is disbarment.

18 91. The following aggravating factors set forth in Section 9.22 of the ABA Standards
19 are applicable in this case:

- 20 (b) dishonest or selfish motive;
- (d) multiple offenses;
- 21 (e) bad faith obstruction of the disciplinary proceeding by intentionally failing
to comply with rules or orders of the disciplinary agency;
- 22 (f) submission of false evidence, false statements, or other deceptive practices
during the disciplinary process;
- 23 (g) refusal to acknowledge wrongful nature of conduct; and
- 24 (j) indifference to making restitution.

1 92. The following mitigating factors set forth in Section 9.32 of the ABA Standards are
2 applicable to this case:

- 3 (a) absence of a prior disciplinary record; and
4 (f) inexperience in the practice of law.

5 93. The aggravating factors far outweigh the mitigating factors.

6 94. The aggravating factors of bad faith obstruction of the disciplinary process and
7 submission of false statements during the disciplinary process alone outweigh the mitigating
8 factors and further support the sanction of disbarment. See In re Disciplinary Proceeding Against
9 Whitt, 149 Wn.2d 707, 720-21, 72 P.3d 173 (2003) (“Falsifying information during an attorney
10 discipline proceeding is one of the most egregious charges that can be leveled against an attorney.
11 ... Based upon the severity of the misconduct, and particularly her intentional false
12 representations during the court of the disciplinary investigation, Ms. Whitt’s lack of prior
13 discipline is not sufficient to prevent disbarment.”); In re Disciplinary Proceeding Against
14 Rodriguez, 177 Wn.2d 872, 888-89, 306 P.3d 893 (2013) (inexperience in the practice of law,
15 absence of a prior disciplinary record, and good character are outweighed by the dishonest nature
16 of lawyer’s conduct).

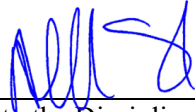
17 Recommendation

18 95. Based on the ABA Standards and the applicable aggravating and mitigating factors,
19 the Hearing Officer recommends that Respondent Talwinder Singh be disbarred. The Hearing
20 officer further recommends that Respondent pay restitution in the amount of \$2,500 plus interest
21 at a rate of 12% per annum beginning on March 28, 2022.

1 Dated this 22nd day of October, 2024.

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3 Scott M. Ellerby
4 Scott Martin Ellerby, Bar No. 16277
5 Hearing Officer
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I certify that I caused a copy of the FOF, COL and HO's Recommendation to be emailed to the Office of Disciplinary Counsel and to Respondent Talwinder Singh JD, at Tal@HothiLawFirm.com, on the 22nd day of October, 2024.

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

Clerk to the Disciplinary Board