

FILED

Jul 3, 2024

Disciplinary
Board

Docket # 030

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

MATTHEW THOMAS MACKLIN,

Lawyer (Bar No. 57867).

Proceeding No. 23#00048

ODC File No. 22-01513

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 Nate Blanchard, Respondent's Counsel Kenneth Scott Kagan and Respondent lawyer Matthew Thomas Macklin.

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

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 May 17, 2021.

II. STIPULATED FACTS

2. On November 18, 2021, Delisha Johnson ("Johnson") hired Respondent to represent Johnson in civil litigation.

3. The civil dispute matter arose when a contractor, Almaiden L. Eason ("Eason"), caused damages to Johnson's business, Ryse Oshaer, LLC, doing business as Wellness Spa.

4. An issue in the matter was whether Johnson could recover from Eason's bond or insurance carriers.

5. On April 14, 2022, Respondent filed a lawsuit against Eason in Pierce County Superior Court, Case No. 22-2-05824-8.

6. The lawsuit did not name Eason's bond or insurance carriers as co-defendants.

7. Johnson requested that Respondent bring suit against Eason's bond or insurance carriers.

8. On September 7, 2022, Respondent told Johnson that Respondent would not be adding the bond or insurance carriers as co-defendants, as Respondent did not believe that Eason's alleged conduct was covered at the time of the breach of contract.

9. Johnson disagreed with Respondent's legal strategy in not adding Eason's bond or insurance carriers as co-defendants.

10. On September 19, 2022, Respondent emailed Johnson to terminate the representation and provided Johnson ten days to find substitute counsel.

1 11. On or about September 28, 2022, Johnson hired substitute counsel.

2 12. On September 28, 2022, Respondent filed a notice to withdraw.

3 13. At the time Respondent filed the notice, Johnson was Respondent's former client.

4 14. In the notice, Respondent wrote that "[a]n irreparable breakdown in the attorney-client
5 relationship has occurred, including client's lack of confidence in attorney ability, persistence in
6 pursuing a legal strategy that may be fraudulent or misrepresenting, and breakdown of
7 constructive communication between attorney and Plaintiff to further the present matter."

8 15. Respondent's statement that Johnson was "pursuing a legal strategy that may be
9 fraudulent or misrepresenting" was information related to Respondent's representation of
10 Johnson.

11 16. Respondent was not impliedly authorized to reveal information related to Johnson's
12 legal strategy.

13 **III. STIPULATION TO MISCONDUCT**

14 17. By revealing information relating to the representation of a former client, Respondent
15 violated RPC 1.9(c)(2).

16 **IV. PRIOR DISCIPLINE**

17 18. Respondent has no prior discipline.

18 **V. APPLICATION OF ABA STANDARDS**

19 19. The following American Bar Association Standards for Imposing Lawyer Sanctions
20 (1991 ed. & Feb. 1992 Supp.) apply to this case:

21 **4.2 *Failure to Preserve the Client's Confidences***

22 Absent aggravating or mitigating circumstances, upon application of the factors set out in
23 3.0, the following sanctions are generally appropriate in cases involving improper revelation of
information relating to representation of a client:

24 4.21 Disbarment is generally appropriate when a lawyer, with the intent to benefit the

lawyer or another, knowingly reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed, and this disclosure causes injury or potential injury to a client.

4.22 Suspension is generally appropriate when a lawyer knowingly reveals information relating to the representation of a client not otherwise lawfully permitted to be disclosed, and this disclosure causes injury or potential injury to a client.

4.23 Reprimand is generally appropriate when a lawyer negligently reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed and this disclosure causes injury or potential injury to a client.

4.24 Admonition is generally appropriate when a lawyer negligently reveals information relating to representation of a client not otherwise lawfully permitted to be disclosed and this disclosure causes little or no actual or potential injury to a client.

20. The ABA Standards define knowledge as “the conscious awareness of the nature or attendant circumstances of the conduct but without the conscious objective or purpose to accomplish a particular result.”

21. Respondent acted knowingly in drafting and filing a notice of withdrawal disclosing confidential information related to the representation.

22. Respondent’s conduct caused injury to Johnson.

23. The presumptive sanction is suspension.

24. No aggravating factors under ABA Standard 9.22 apply in this matter.

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

(a) Absence of a prior disciplinary record; and

(f) Inexperience in the practice of law [admitted to practice law in Washington State in 2021].

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

VI. STIPULATED DISCIPLINE

27. The parties stipulate that Respondent shall receive a reprimand.

1 **VII. COSTS AND EXPENSES**

2 28. Respondent shall pay attorney fees and administrative costs of \$1,500 in accordance
3 with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if these costs
4 are not paid within 30 days of approval of this stipulation.

5 **VIII. VOLUNTARY AGREEMENT**

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

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

13 **IX. LIMITATIONS**

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

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

22 33. This Stipulation results from the consideration of various factors by both parties,
23 including the benefits to both by promptly resolving this matter without the time and expense of
24


1 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
2 such, approval of this Stipulation will not constitute precedent in determining the appropriate
3 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in
4 subsequent proceedings against Respondent to the same extent as any other approved Stipulation.

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

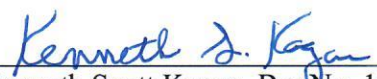
8 35. If this Stipulation is approved by the Chief Hearing Officer, it will be followed by the
9 disciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement
10 of Lawyer Conduct will be made.

11 36. If this Stipulation is not approved by the Chief Hearing Officer, this Stipulation will
12 have no force or effect, and neither it nor the fact of its execution will be admissible as evidence
13 in the pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil
14 or criminal action.


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

17 
18 _____
19 Matthew Thomas Macklin, Bar No. 57867
Respondent

Dated: 6/29/24

20 
21 _____
22 Kenneth Scott Kagan, Bar No. 12983
23 Counsel for Respondent

Dated: 6/29/2024

22 
23 _____
24 Nate Blanchard, Bar No. 58620
Disciplinary Counsel

Dated: 7/1/2024