

FILED

Dec 5, 2024

Limited Practice  
Board

Docket # 014

LIMITED PRACTICE BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re	Proceeding No. LF24#00001
<b>JESSICA D. JACKMAN,</b>	ODC File No. LP22-00009
Limited Practice Officer (No. 3122).	STIPULATION TO REPRIMAND

Under Rule 9.1 of the Washington Supreme Court’s Rules for Enforcement of Limited Practice Officer Conduct (ELPOC), 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 Sachia Stonefeld Powell, Respondent Counsel David Elkanich, and Respondent Limited Practice Officer Jessica D. Jackman.

Respondent understands that Respondent is entitled under the ELPOC 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 ELPOC to appeal the outcome of a hearing to the Limited Practice 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

1 chooses to resolve this proceeding now by entering into the following stipulation to facts,  
2 misconduct and sanction to avoid the risk, time, and expense attendant to further proceedings.

3 **I. ADMISSION TO PRACTICE**

4 1. Respondent Jessica D. Jackman was admitted as a Limited Practice Officer (LPO)  
5 in the State of Washington on November 19, 1998.

6 **II. STIPULATED FACTS**

7 2. As an LPO, Respondent was authorized to provide limited legal services within the  
8 scope of Admission and Practice Rule (APR) 28(F).

9 3. Beginning in April 2020, Respondent was employed to lead the In-House Escrow  
10 LLC location in Kennewick, Washington.

11 4. Respondent was responsible for the daily operations of the Kennewick office, which  
12 included managing the office's trust account and reconciling it.

13 5. A new trust account, ending in #7285, was set up for Respondent.

14 6. Respondent was the only LPO and Designated Escrow Officer (DEO) in the  
15 Kennewick office.

16 Mobile Home Sale

17 7. In 2020, L.B. sold a mobile home.

18 8. On November 10, 2020, the transaction involving the mobile home closed and  
19 Respondent disbursed the funds from the sale.

20 9. In December 2020, Respondent obtained the mobile home vehicle title necessary to  
21 complete the title transfer process.

22 10. In January 2021, Respondent contacted Spokane County to transfer the title to the  
23 mobile home.

11. Respondent failed to timely record the transfer of the title of the mobile home.

12. On or about April 29, 2021, Respondent completed the title transfer process on the mobile home.

13. L.B. filed a complaint with the Washington State Department of Financial Institutions (DFI) related to this delay.

14. In a written resolution dated July 29, 2021, DFI found that Respondent likely engaged in an unfair or deceptive practice, and failed to perform all duties as expeditiously as possible, in violation of RCW 18.44.301(2), WAC 208-680-550 and/or WAC 208-680-560.

15. DFI instructed Respondent to implement a system of controls designed to prevent future violations and closed their file.

Overdrafts

16. In April and May 2021, the Kennewick In-House Escrow received four checks that should have been deposited into the trust account.

17. The checks are listed below:

a. Cashier's Check number 1310329 purchased by [illegible], dated April 28, 2021, in the amount of \$13,902.43;

b. Cashier's Check number 0137218104 purchased by C.M., dated April 29, 2021, in the amount of \$31,525.60;

c. Cashier's Check number 100533689 purchased by M.B. dated, April 29, 2021, in the amount of \$53,988.00;

d. Check number 9441 on the account of C.G. and J.T., dated May 23, 2021, in the amount of \$5,000.

18. These checks totaled \$104,416.03.

1           19. Respondent was responsible for ensuring that the checks listed above were deposited  
2 into the trust account.

3           20. Respondent delegated the task of depositing checks to a non-LPO employee.

4           21. The checks listed above were posted into an escrow accounting software platform  
5 called Qualia but were never deposited into the trust account.

6           22. During Respondent's employment, a Qualia employee sent Respondent a daily list  
7 of items that did not match between the bank records and the Qualia accounting records, referred  
8 to as the "exceptions report."

9           23. The exceptions reports showed that there was a discrepancy between what was  
10 recorded in Qualia and what was in the trust account.

11           24. A monthly reconciliation of the trust account would have also shown that the checks  
12 listed above had not been deposited.

13           25. Respondent was responsible for reconciling the trust account with the bank records.

14           26. Respondent failed to reconcile the trust account.

15           27. Beginning on May 11, 2021, DFI conducted an audit of Respondent's financial and  
16 escrow account records.

17           28. In July 2021, DFI provided Respondent with the findings from the audit.

18           29. The DFI audit found the following violations: overdrawn escrow accounts, bank fees  
19 charged to the trust account, failure to perform duties expeditiously, failure to maintain accurate  
20 records, and failure to properly administer outstanding checks.

21           30. Later in July 2021, Respondent's employment was terminated and Kimberly  
22 Richardson closed the Kennewick office.

31. As part of the effort to wrap up transactions, in approximately November 2021 Richardson disbursed funds from the trust account.

32. Richardson relied on the information in Qualia, which incorrectly reflected \$104,416.03 in deposits that were not in the trust account.

33. Richardson disbursed funds from the trust account when there were insufficient funds to cover the disbursements.

34. Consequently, the four checks listed above caused overdrafts in November 2021.

35. Subsequently, In-House Escrow took steps to ensure that all funds were distributed correctly and properly accounted for.

### III. STIPULATION TO MISCONDUCT

36. By failing to act with reasonable diligence and promptness in transferring the mobile home title after the sale, Respondent violated LPORPC 1.2.

37. By failing to reconcile the trust account and by failing to note that checks had not been deposited, Respondent violated LPORPC 1.9, LPORPC 1.12A(h), and LPORPC 1.12B(a).

### IV. PRIOR DISCIPLINE

38. Respondent does not have prior discipline.

### V. APPLICATION OF ABA STANDARDS

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

#### 4.1 *Failure to Preserve the Client's Property*

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.

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

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

#### 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.

40. Respondent should have known that Respondent was dealing improperly with client property.

41. There was potential injury to those whose money was not protected in the trust account.

42. Respondent acted negligently in the failure to transfer the title of a mobile home for over four months from the date of the sale.

43. There was injury to L.B. because of the frustration the delay caused Brooks.

44. The presumptive sanction is a suspension.

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

- (d) multiple offenses; and
- (i) substantial experience in the practice of law [Respondent was licensed as an LPO in 2010].

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

- (a) absence of a prior disciplinary record;
- (b) absence of a dishonest or selfish motive;
- (g) character or reputation, and
- (l) remorse.

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

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

#### **VI. STIPULATED DISCIPLINE**

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

#### **VII. RESTITUTION**

50. Restitution is not necessary in this matter.

#### **VIII. COSTS AND EXPENSES**

51. 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 \$750 in accordance with ELPOC 13.9(i). The Association will seek a money judgment under ELPOC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation.

#### **IX. VOLUNTARY AGREEMENT**

52. Respondent states that prior to entering into this Stipulation Respondent has consulted 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.

53. 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

54. This Stipulation is a compromise agreement intended to resolve this matter in accordance with the purposes of LPO 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.

55. 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.

56. 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, Limited Practice 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.

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


58. If this Stipulation is approved by the Hearing Officer, it will be followed by the disciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement of Limited Practice Officer Conduct will be made.

59. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have no force or effect, and neither it nor the fact of its execution will be admissible as evidence in the



1 pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil or  
2 criminal action.

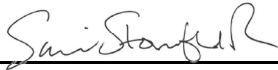
3 WHEREFORE the undersigned being fully advised, adopt, and agree to this Stipulation  
4 to Reprimand as set forth above.

5 DocuSigned by:  
  
AF575214A8E94BD...  
6 Jessica D. Jackman, No. 3122

Dated: 11/20/2024

7 Respondent  
DocuSigned by:  
  
26BC9F5EC88543B...  
8 DAVID ELKANICH, Bar No. 35956  
Counsel for Respondent

Dated: 11/20/2024

9   
10 Sachia Stonefeld Powell, Bar No. 21166  
Disciplinary Counsel

Dated: 11/27/24