

RE: Follow up RE Jason McGill's Referral - Package

From: Leathers, Kathryn (GOV) (kathryn.leathers@gov.wa.gov)

To: sophiabagnaschi@yahoo.com

Cc: robertcrawford777@gmail.com

Date: Thursday, December 6, 2018, 05:04 PM PST

Dear Ms. Bagnaschi and Mr. Crawford,

I received the binder that you provided to the Governor's Office through Jason McGill, titled "Evidence of Fraud, Bribery & Tax Evasion by Public Officials of the State of Washington." We have reviewed the materials in the binder, and it remains unclear as to what you are alleging and what you are seeking from the Governor's Office. As you likely know, the Governor's Office does not have direct authority to file criminal charges or prosecute. If you provide us additional materials detailing specific allegations and the desired response from the Governor's Office, we will be happy to review that information. In the alternative, you could provide these materials to an appropriate law enforcement agency for their review and consideration.

Respectfully,

Kathryn

KATHRYN LEATHERS

General Counsel | Office of Governor Jay Inslee

Desk: 360.902.4119 | PO Box 40002, Olympia, WA 98504-0002

www.governor.wa.gov | kathryn.leathers@gov.wa.gov

Email communications with state employees are public records and may be subject to disclosure, pursuant to Ch. 42.56 RCW.

From: sophia bagnaschi <sophiabagnaschi@yahoo.com>
Sent: Tuesday, December 4, 2018 2:00 PM
To: Leathers, Kathryn (GOV) <kathryn.leathers@gov.wa.gov>

Cc: Robert Crawford <robertcrawford777@gmail.com>
Subject: Follow up RE Jason McGill's Referral - Package

Ms. Leathers:

Attached is the package Robert gave to Jason McGill, in both hard-copy, and email.

Please confirm your receipt of this email.

Here are the documents in this email, and the order in which they belong:

00 A - Notebook Cover Federal Proposal Evidence of Bribery Titus 10 19 2018 1.2 (1)

00 B - Table of Contents Package for Statesmen 1.4

00 C - Notebook - Binder Spine

C 1 - Overview of GPF

C 2 - Who Bribes WA State Public Officials & Officials Being Bribed

C 3 - Graph of Method of Home Loan ReFi Laundering RE Guardianship Fraud

C 4 - Bribery Via Home Loans – Simplified

C 5 - Cost to the Public of Guardianship Fraud

C 6 - Fincen Briefing

D 1 - Carlos Y. Velategui Home Loans

D 2 - Henry Judson Property Records

D 3 - Palmer Robinson Home Loans

D 4 - Jennifer Boharski Home Loans

D 5 - Diane Dorsey Home Loans

D 6 - Stephen Allar Home Loans

E 1 - Brief Reference Overview of Titus Case-compressed

E 2 - AG DSHS Illegal Order Specifically Appointing Guardian Hansen Outside of Rotation

E 3 - Hansen's Bar Sanction-compressed

E 4 - Kameron Kirkevold's Response to VAPA and Motion to Dismiss - Marked

E 5 - Declaration of Dr. Shalit - Marked

E 6 - Illegal TRO, Monetary Sanctions on Hansens Client, Recommendation for Sanctions on Hansen

E 7 - Slander of Title - Clarice Coker v. Emily Hansen

E 8 - Dr. Sam Sugar Declaration

Regards,

Sophia Bagnaschi, Admin & Paralegal
Veterans for Guardianship & Probate Reform, S.P.C.
(206) 492-1773

VGPR.io

Evidence of
Fraud, Bribery & Tax Evasion
By
Public Officials of the State of Washington

In RE:
The Guardianship & Probate Fraud Case

of

D. Douglas Titus

September 15, 2018

—
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Prepared for



Criminal Investigations Division

Guardianship & Probate Fraud by Public Officials of Washington State

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Evidence of
Fraud, Bribery &
Tax Evasion by
Public Officials
of the State of
Washington

*In RE: The
Guardianship &
Probate Fraud
Case of
D. Douglas Titus*

September 1, 2018

Prepared for:

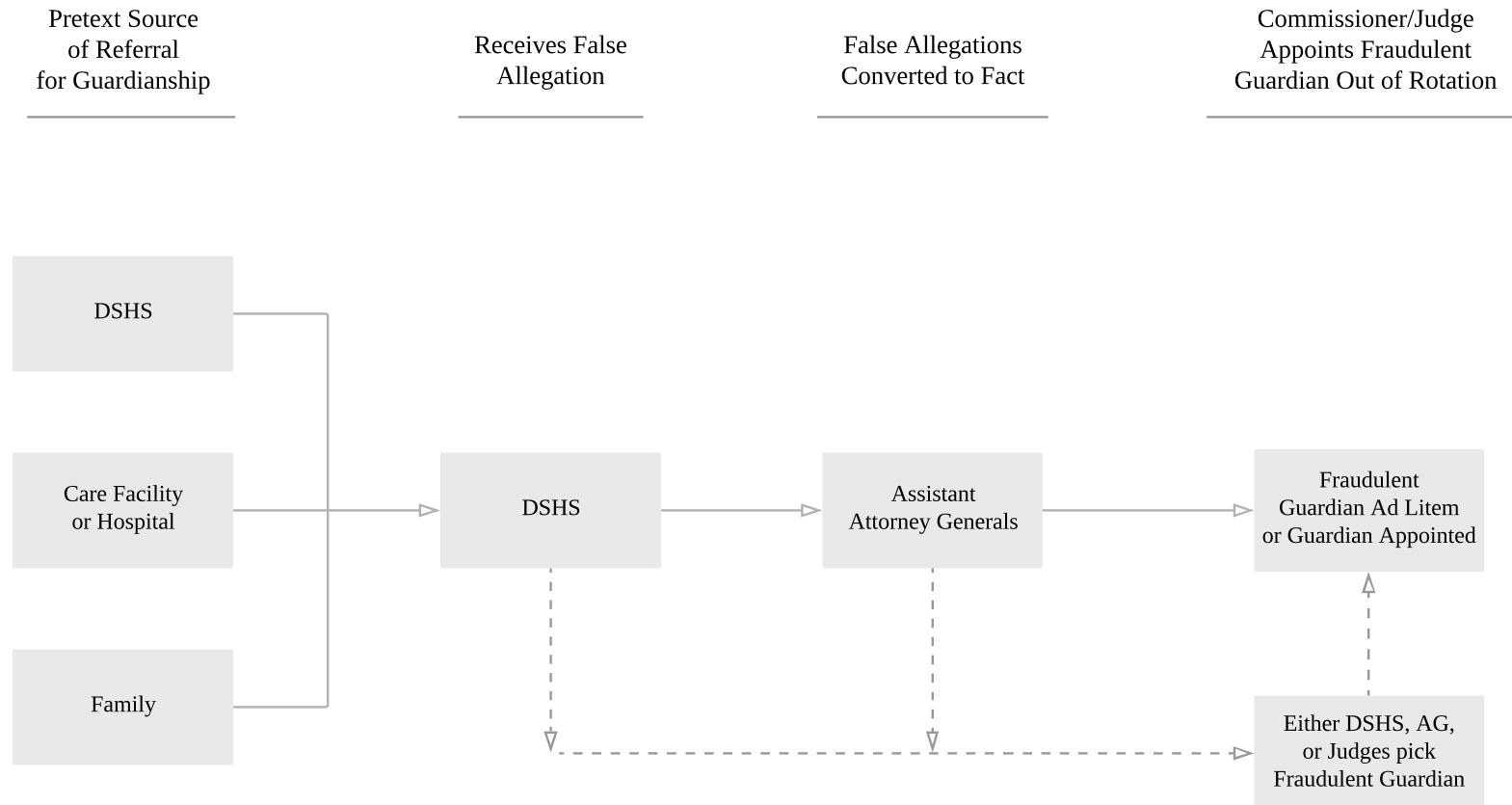


Department of the Treasury
Internal Revenue Service

Criminal
Investigations Division

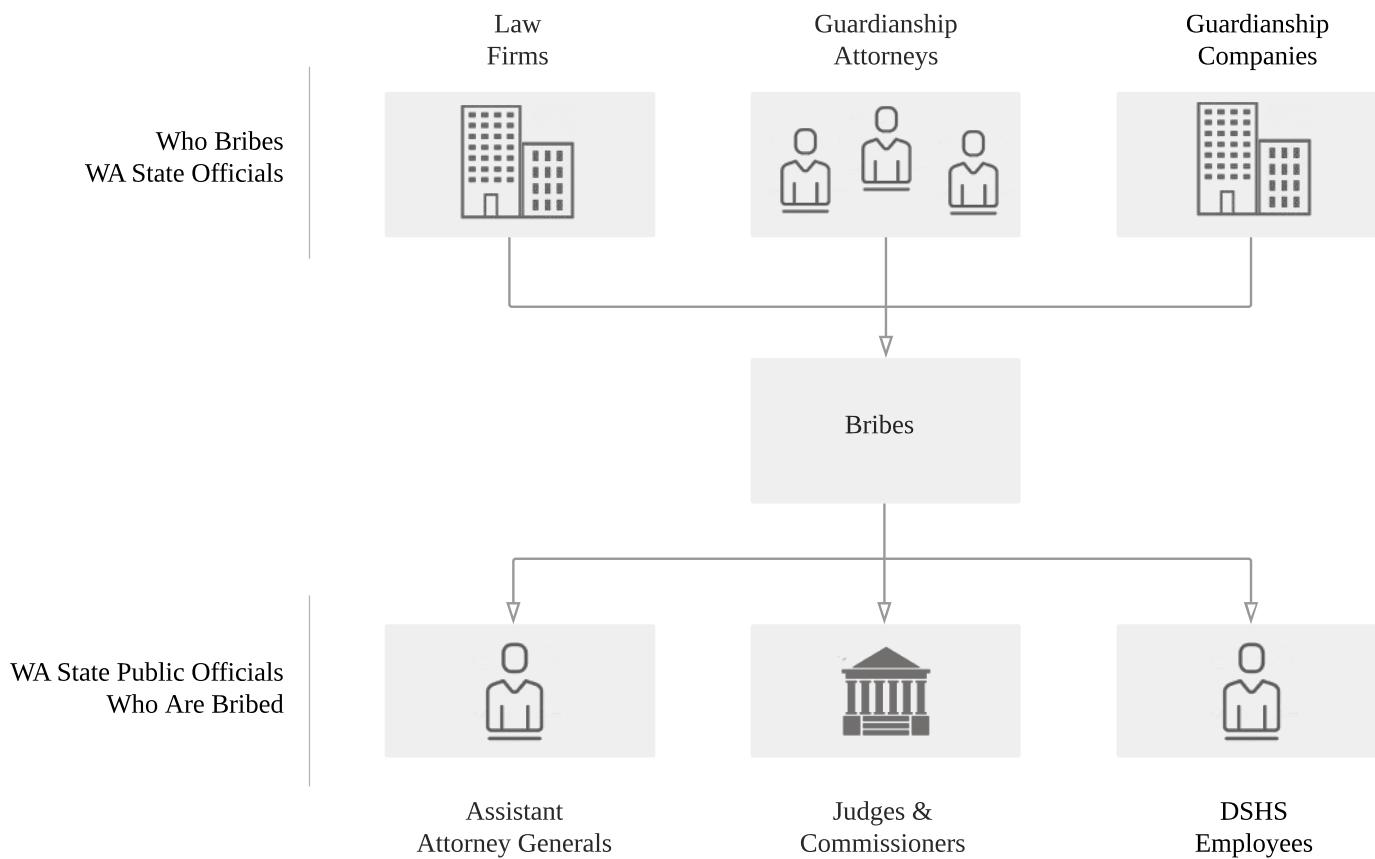
Guardianship and Probate Fraud

Overview of Fraud in Washington State



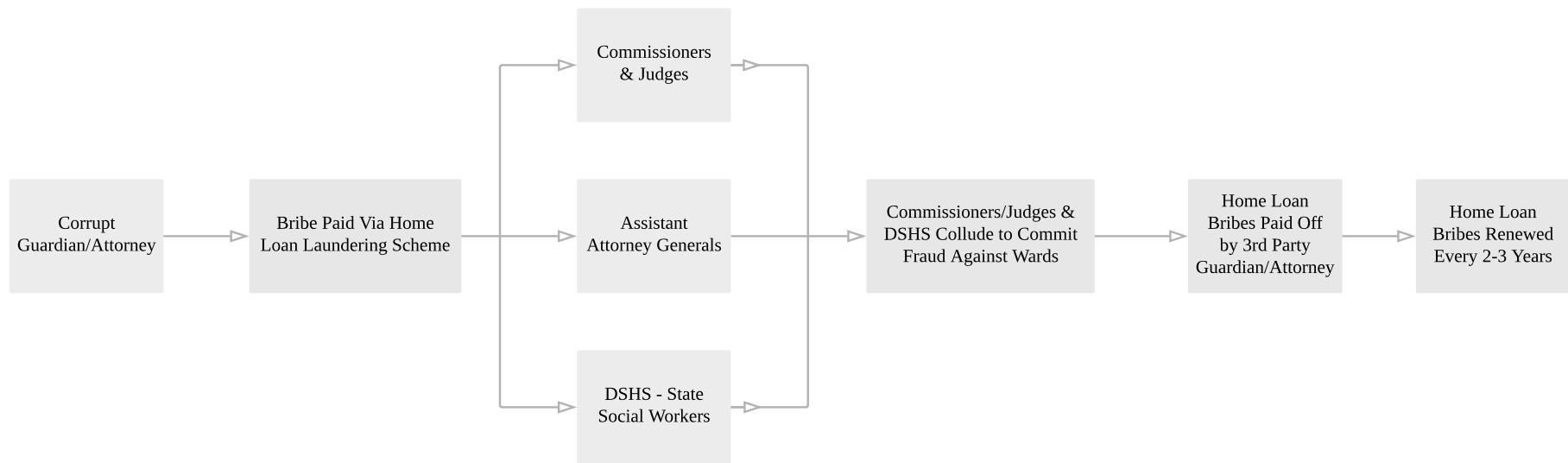
Guardianship & Probate Fraud (GPF)

Bribery of WA State Public Officials



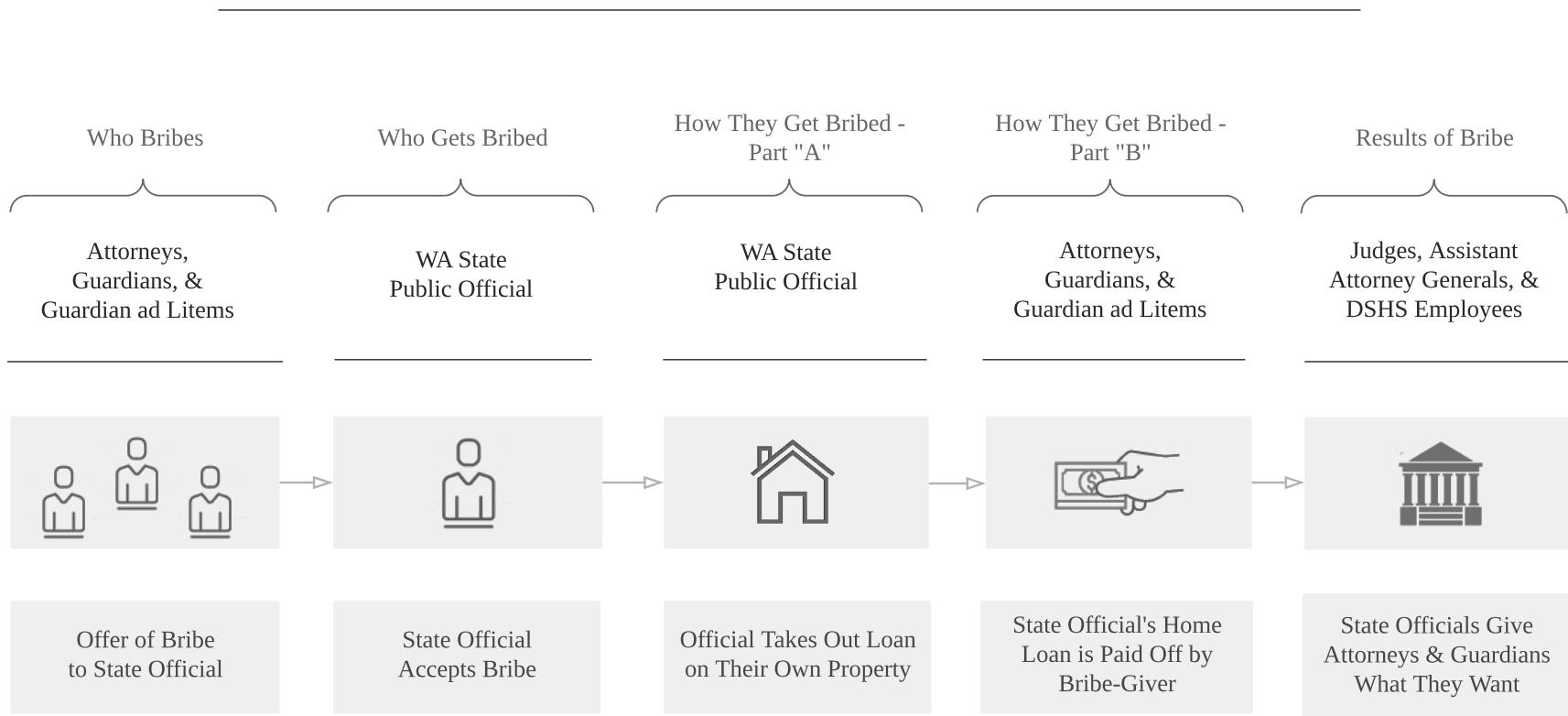
Guardianship & Probate Fraud

Method of Bribery - Home Loan/Re-Fi Laundering Scheme



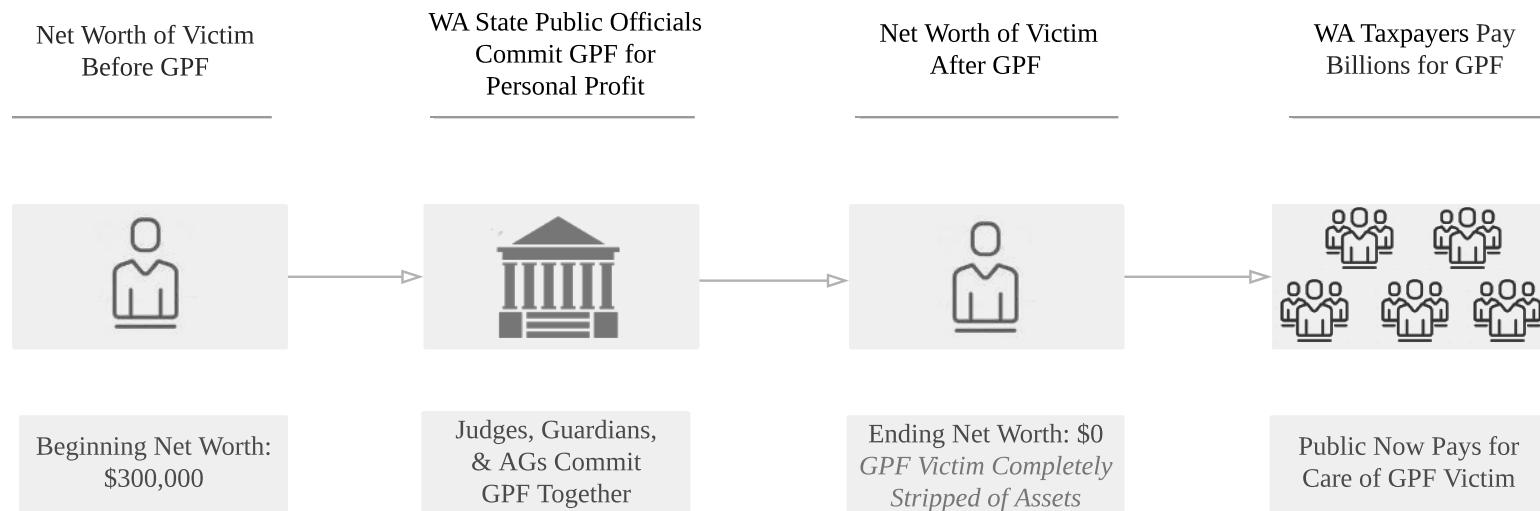
Public Official Bribery Via Home Loan Re-Fi's

Method of Bribery - Overview



Public Cost of Guardianship & Probate Fraud (GPF)

Estimated Cost of GPF to WA State Taxpayers Exceeds \$1B



Commissioner Carlos Y. and Barbara Ann Velategui (married until 2013)

14 liens in 21 years

Document Set A-L (Woodinville)

**Property: 16630 NE 143rd St
Woodinville WA 98072**

- A -

Statutory Warranty Deed: 198803040549 03-04-1988 Purchase price: \$189,950

Deed of Trust 19880304 0550 03-04-1988 loan amount unknown
(copy not available)
Full Reconveyance 19920609 1694 05-20-1992

- B -

Deed of Trust 19900730-1384 06-14-1990 \$30,000 (copy not available)
Full Reconveyance 19920409 0166 04-01-1992
 20011026 000931 10-01-2001

- C -

Deed of Trust 19910517-1180 05-13-1991 \$50,000 (copy not available)
Full Reconveyance 20040707 000487 05-2102004

- D -

Deed of Trust 19920330-00577 03-20-1992 \$162,000.00 **1992**
Full Reconveyance 199402151795 01-27-1994
Assignment 931015 1301

- E --

Deed of Trust 199309140631 09-14-1993 \$195,000.00 **1993**
Full Reconveyance 20040622000604 06-11-2004
Assign of Trust 199709240542
Assign of Trust 20001026000088
Successor Trustee 20040622000603

- F -

Deed of Trust 19990817-001469 07-10-99 \$60,000.00 **1999**
Full Reconveyance 20011026001017 10-01-2001

- G -

Deed of Trust 20011031-000297 08-30-2001 \$100,000.00 **2001**

Full Reconveyance 20040525002671 04-23-2004

- H -

Deed of Trust 20040528-003469 05-24-2004 \$114,416.00 **2004**

Full Reconveyance 20060601001980
Successor Trustee 20060601001979 05-26-2006

Deed of Trust 20040604-000157 04-03-2004 \$200,000.00 **2004**

Full Reconveyance 20060424000009 04-24-2006

- I -

Deed of Trust 20060428-000048 04-06-2006 \$31,500.00 **2006**

Full Reconveyance 20090511001303 04-04-2009
Subordination Agreement 20071224000301

Deed of Trust 20060502-001013 04-06-2006 \$420,000.00 **2006**

Full Reconveyance 20080114000872 01-09-2008

- J -

Deed of Trust 20071224-000300 12-18-2007 \$417,000.00 **2007**

Full Reconveyance 20090715000450 06-14-2009
Successor Trustee 20090715000449

- K -

Deed of Trust 20090420-001306 04-20-2009 \$408,800.00 **2009**

Full Reconveyance 20121029000500
20121101000897 10-02-2012
Successor Trustee 20121029000499
20121101000896

Deed of Trust(6 pages) 20090617-000334 06-17-2009 \$125,000.00 **2009**

Full Reconveyance 20121001-002039 09-19-2012

- L -

Statutory Warranty Deed - SALE to Jakoboski: 20120904001810 08/31/12 **2012**
\$610,000.00

Excise Tax 2562557

On-site Sewage System 20120904001809

Commissioner Carols Y. Velatagui and Martha Russo (Velatagui's girlfriend since 2001? and later his wife, re-named Gavriella Nirmala Valetegui) We're pretty sure he was helping her pay for her house with bribe money. The liens all fit the pattern and the last one has his name on it.

8 liens in 13 years

Document Sets M-R (Seattle)

Property:

1545 NE 107th St Seattle WA 98125

*The first liens to purchase the house were 1 for the down payment and 1 for the regular payment. That means that the loan officer did a trick to get the house was 100% financed without it being obvious to the lender.

– M –

Stat Warranty Deed 20030404002418 Purchase price: \$255,500 0% down

Excise Tax E1950042

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Deed of Trust* 20030404002419 04-01-2003 \$204,400.00 **2003**

Full Reconveyance 20060629000027 06-19-2006
Appt Successor Trustee 20060629000027 06-19-2006

—

Deed of Trust* 20030404002420 04-01-2003 \$51,100.00 **2003**

Full Reconveyance 20060526000948 05-15-2006
Appt Successor Trustee 20060526000027 05-15-2006

– N --

Deed of Trust 20060424-000973 04-14-2006 \$266,000.00 **2006**

Full Reconveyance 20080820000161 08-19-2008
Appt Successor Trustee 20080820000160 08-19-2008

– O –

Deed of Trust 20080814000832 08-01-2008 \$284,750.00 **2008**

Full Reconveyance 20100525001380 05-25-2010
Successor Trustee 20100525001379

- P -

Deed of Trust 20100714-000371 05-07-2010 \$293,585.00 **2010**

Full Reconveyance 20130327000130 3-12-2013

Corporation Assignment 20130327000128 3-06-2013

Appt Successor Trustee 20130327000129 3-11-2013

- Q -

Deed of Trust 20130115-002076 01-07-2013 \$288,747.00 **2013**

Full Reconveyance None

- R --

Deed of Trust 20160708-000887 06-11-2016 \$66,510.00 **2016**

Full Reconveyance None

Carlos Velategui and Barbara property deeded to Barbara Velategui as per divorce settlement.

paid for with cash in 2006: \$140,800.00 plus closing costs

This property has no bribe income as it has no liens during the time that Carlos owned a share of it,
BUT it provides proof that there is something fishy about the other liens.

Around the period of this purchase there were 5 other liens (Documents H-J) ALL by the same bank placed on the Woodinville house. Why didn't he just put one lien on the condo?

Property:

Villa Marina Condo

Unit 45, Building W

King County Parcel number: 894421 0450

**17203 NE 45th St #45,
Redmond WA 98052**

Document Set S (Redmond)

– S –

Statutory Warranty Deed 20060411 001842 **04-10-2006 Purchase price: \$140,800.00**

--

Quit Claim Deed 20130131 001945 02-21-2013 Divorce Settlement \$0

The following 3 properties may be guilty by association, but the property records look suspicious.

Ashley Velategui, relative- probably daughter of Carlos Velategui

Not living at Condo Violates Occupancy Clause Same banker as Carlos Velategui

- Was Carlos Velategui buying the Condo for his daughter or just making it look like she was buying a condo in order to stash more money?
 - Ashley lists her address as another location, but the Deed of Trust 2009 states must occupy the condo.
 - On the second Deed of Trust the Occupancy clause was removed (F of Family Rider)
 - We think Carlos Y. Velategui was buying it with bribe money. Condo builder is friend of Carlos.

**Property: Madison View Condo
1820 24th Ave #101
Seattle WA 98122**

Tax Parcel ID 9828702660,
Unit 101 Madison View Condo
Vol 254, p49-51, King county WA

Document Sets T-U (Seattle Condo)

- T -

Stat Warranty Deed 20090127-001267 01-23-2009 \$265,000.00 Excise- 2378083

—

Deed of Trust 20090127-001268 01-27-2009 \$238,500.00

Full Reconveyance 20150109001452 01-08-2015
Assign to MERS: 20150109001451 Bank of A, NA

- U -

Deed of Trust 20141120-001012 11-17-2014 \$218,100.00

The following property may be guilt by association, but the property records look suspicious +.

Richard and Babetta Velategui (Richard relative of Carlos Velategui)

Corrupt Trust Sale

- + This property was obtained through a Trust sale approved by equally corrupt judge in Vancouver WA.
- + We think Velategui knows the Vancouver judge and that there was a deal made.

Property: Monaco Villa Condo, 2nd Home rider on deed of Trust

**2929 76th Ave Apt 504
Mercer Isl WA 98040**

Document Set V (Mercer Island Condo)

- V -

Warranty Deed	20150803-001051	Purchase price: \$340,000.00	
Deed of Trust	20150803-001052	08-03-2015	\$272,000.00

The following property may be guilt by association, but the property records look suspicious.+

Brian and Krystal Velategui (Brian Velategui, relative of Carlos Y. Velategui, maybe son)

+ **1.8% down payment**

Property: **Sterling Sq Condo**
1855 Trossachs Blvd SE #1302
Sammamish WA 98075 Parcel King County: 800190-0680-00

Document Sets W-X (Sammamish Condo)

- W -

Statutory Warranty Deed 20090602 001038 05-26-2009 Purchase Price: **\$254,500.00**

Excise Tax E2393092 1.8% down payment.

--
Deed of Trust 20090602-001039 05-26-2009 \$249,889.00

Full Reconveyance 20121221-000713 11-26-2012

- X --

Deed of Trust 20121130-002901 11-26-2012 \$238,427.00

Quick Search for Name "judson, henry h", Document Types "", Begin Date "1/1/1976", and End Date "9/5/2018" | Total Records "70" | Verified Through Date "02/21/2018 (20180222000254)."

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	Rec. #	DocLinks	Legal	DocLinks
1	V	JUDSON, HENRY H III	JUDSON HENRY H III	DUNSIRE CAROLINE JANE	01/23/1989	MARRIAGE APPLICATION	NONE	0000	198901237023				
2	V	JUDSON, HENRY HAMMOND III	JUDSON HENRY HAMMOND III	DUNSIRE CAROLINE JANE	03/10/1989	MARRIAGE CERTIFICATE	NONE	0000	198903107629				
3	V	JUDSON, HENRY H III \$G	JUDSON HENRY H III \$G CHANDLER ELYN MOREY \$I	ARCS MORTGAGE INC ARMOT CORPORATION	07/22/1993	DEED OF TRUST	NONE	0000	199307221280		000000000 IN SEC 21 24 04 PARCELID: 000000000 SUB: IN		
4	V	JUDSON, HENRY H III \$G	JUDSON HENRY H III \$G CHANDLER ELYN MOREY \$I	UNITED-STATES GOVT UNITED-STATES GOVT	07/22/1993	DEED OF TRUST	NONE	0000	199307221281		000000000 IN SEC 21 24 04 PARCELID: 000000000 SUB: IN		
5	V	JUDSON, HENRY H	JUDSON HENRY H JUDSON CAROLINE J	UNIVERSITY SAVINGS BANK CHICAGO TITLE INSURANCE CO TRUSTEE	05/09/1994	DEED OF TRUST	NONE	0000	199405090186		LOT 07-08 BLK 05 000000000 OVERLAND PARK PARCELID: 000000000 LOT: 07-		
6	V	JUDSON, HENRY H III	TRANSAMERICA TITLE INS TRUSTEE	JUDSON HENRY H III JUDSON CAROLINE J	06/16/1994	FULL RECONVEYANCE	NONE	0000	199406160104		000000000 PARCELID: 000000000		
7	V	JUDSON, HENRY H III	EMERICK EDWIN JR TRUSTEE	JUDSON HENRY H III JUDSON CAROLINE J	07/14/1994	FULL RECONVEYANCE	NONE	0000	199407141701		000000000 PARCELID: 000000000		
8	V	JUDSON, HENRY H III	JUDSON HENRY H III ARCS	WENDOVER FUNDING INC MORTGAGE INC	10/11/1995	ASSIGNMENT DEED OF TRUST/MORTGAGE	NONE	0000	199510110783		000000000 PARCELID: 000000000		

#	Status	Search Name	Grantor	Grantee	Landmark Web Print Results				Record Date	Doc Type	Type	Book	Page	Rec. #	DocLinks	Legal	DocLinks
					Print Book	Print Book	Print Book	Print Book									
9	V	JUDSON, HENRY H III PERS REP	JUDSON HENRY H III PERS REP PRITCHARD JAMES G ESTATE DECD	JUDSON HENRY ARRON DAVID VANWORMER KIMBERLY ANN	03/28/1996	DEED	NONE	0000	0000	199603281602						3259400110 STR 23 24 03 PARCELID: 3259400110 SUB: STR	
10	V	JUDSON, HENRY H JE	ERB DARRELL M TR HAUGEN LINDA TR ...	JUDSON HENRY H JE BOVINGDON MARGARET G	04/29/1996	RL ASSGN LEASE EXCISE	NONE	0000	199604291369	1482017						REG. LAND V. 73, P. 272 APT. C-72 LT C-72 BLK C FAIRWAY ESTATES 000000-0000 PARCELID: 0000000000 LOT: C-7	
11	V	JUDSON, HENRY H JR	JUDSON HENRY H JR	HAMILTON GORDON C HAMILTON DONNA L	08/21/1996	WARRANTY DEED	NONE	0000	199608211200							7363600275 JAY ROBERTS COUNTRY CLUB ESTATES PARCELID: 7363600275 LOT: 8 B	
12	V	JUDSON, HENRY H JR	JUDSON HENRY H JR	BOVINGDON MARGARET ELIZABETH	01/06/1997	MARRIAGE APPLICATION	NONE	0000	199701067012							LOT 8 BLK 2 7363600275 JAY ROBERTS COUNTRY CLUB ESTATES PARCELID: 7363600275 LOT: 8 B	
13	V	JUDSON, HENRY H JR	JUDSON HENRY H JR	BOVINGDON MARGARET ELIZABETH GARDNER	01/27/1997	MARRIAGE CERTIFICATE	NONE	0000	199701277504							REG. LAND V. 73, P. 272 APT C-72 LT C-72 BLK C FAIRWAY ESTATES 246850-0830 PARCELID: 2468500830 LOT: C-7	
14	V	JUDSON, HENRY H JR	JUDSON HENRY H JR	BOVINGDON MARGARET G	JUDSON HENRY H JR	01/31/1997	RL ASSGN LEASE EXCISE	NONE	0000	199701310885						7856600760 PARCELID: 7856600760	
15	V	JUDSON, HENRY H III	REINEMAN DIANE L	JUDSON HENRY H III	04/21/1999	WARRANTY DEED	NONE	0000	199904210827							2/10	

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Landmark Web Type	Print Book	Print Book	Results		
							Book	Page	Rec. #	DocLinks	Legal	DocLinks
16	V	JUDSON, HENRY H III	JUDSON HENRY H III JUDSON CAROLINE J	FIRST MUTUAL SAVINGS BANK TRANSNATION TITLE INS CO	04/21/1999	DEED OF TRUST	NONE	0000	199904210828	19991005001033, 20070611001167, 20011005000202	LOT 4 BLK 5 SOMERSET HIGHLANDS ADD	
17	V	JUDSON, HENRY H III	FROST DEBORAH B	JUDSON HENRY H III	05/19/1999	APPOINTMENT OF SUCCESSOR TRUST	NONE	0000	199905191534	0000000000 PARCELID: 0000000000	PARCELID: 7856600760 LOT: 4 B	
18	V	JUDSON, HENRY H JR	JUDSON HENRY H JR	GRIFFITH RETHA MARGARET	01/09/1979	MARRIAGE CERTIFICATE	NONE	0000	19790109455285			
19	V	JUDSON, HENRY H III	JUDSON HENRY H III JUDSON CAROLINE J	HOLVERSTOTT MONICA L HOLVERSTOTT MICHAEL K	06/22/1999	WARRANTY DEED	NONE	0000	1999062201956	1692766	LOT 7-8 BLK 5 OVERLAND PARK ADD BLOCKS 1-24 64503009606 PARCELID: 6450300960 CaseNumb	
20	V	JUDSON, HENRY H III	JUDSON HENRY H III JUDSON CAROLINE J	WELLS FARGO BANK AZ NA	07/14/1999	APPOINTMENT OF SUCCESSOR TRUST	NONE	0000	19990714000013	199405091086		
21	V	JUDSON, HENRY H III	WELLS FARGO BANK AZ NA	JUDSON HENRY H III JUDSON CAROLINE J	07/14/1999	FULL RECONVEYANCE	NONE	0000	19990714000013	199405091086		
22	V	JUDSON, HENRY H III TRUSTEE	JUDSON HENRY H III TRUSTEE	FROST STEPHEN F FROST DEBORAH B	08/23/1999	FULL RECONVEYANCE	NONE	0000	1999082301866			
23	V	JUDSON, HENRY H III	JUDSON HENRY H III JUDSON	COLONIAL MORTGAGE CO	10/05/1999	ASSIGNMENT DEED OF TRUST/MORTGAGE	NONE	0000	1999100501033			
24	V	JUDSON, HENRY H III	JUDSON HENRY H III	RICE JAMES WILLIAM SR	08/03/2000	RELEASE	NONE	0000	20000803000814			

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Type	Landmark Web Book	Print Book	Results	Legal	DocLinks
							Book	Page	Rec. #	DocLinks		
25	V	JUDSON, HENRY H III	JUDSON HENRY H III	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS	10/05/2001	ASSIGNMENT DEED OF TRUST/MORTGAGE					0000	20011005000202
26	V	JUDSON, HENRY H III	JUDSON HENRY H III	JUDSON CAROLINE J	11/29/2001	QUIT CLAIM DEED	NONE		0000	20011129000961		
27	V	JUDSON, HENRY H III	JUDSON CAROLINE H III	JUDSON HENRY H III	04/01/2002	QUIT CLAIM DEED	NONE		0000	20020401000892	7856600760 PARCELID: 7856600760	
28	V	JUDSON, HENRY H JR	JUDSON HENRY H JR BOVINGDON MARGARET G	JUDSON HENRY H JR JUDSON MARGARET G	07/25/2003	RL QUIT CLAIM DEED	NONE		0000	20030725000138	REG. LAND V. 73, P. 272 APT. C-72 LT 72 BLK C FAIRWAY ESTATES 246850-0830 PARCELID: 2468500830	
29	V	JUDSON, HENRY H III PR	JUDSON HENRY H III PR CARTER EMMA LOU EST	JUDSON HENRY H III PR AARON J CARTER EMMA LOU EST	07/02/2004	DEED	NONE		0000	20040702001849	2052559 BURKES 2ND ADD 125020- 4883 PARCELID: 1250204883 SUB: BUR	
30	V	JUDSON, HENRY H III PR	RHOMES GWEN LOCKHART RHOMES JOHN DOE	JUDSON HENRY H III PR CARTER EMMA L EST	04/28/2006	LIS PENDENS	NONE		0000	20060428002331	YESLER ESTATE ADD 981870-0465 PARCELID: 9818700465 SUB: YES	
31	V	JUDSON, HENRY H III	LOCKHART RHOMES GWEN	JUDSON HENRY H III	05/09/2006	JUDGMENT	NONE		0000	2006050900280	YESLER ESTATE ADD 981870-0465 PARCELID: 9818700465 SUB: YES	
32	V	JUDSON, HENRY H III PR	JUDSON HENRY H III PR CARTER EMMA LOU DEC	CARTER DEBORAH J CARTER LEWIS T. JR ...	08/24/2006	DEED	NONE		0000	20060824001427	YESLER ESTATE ADD 981870-0465 PARCELID: 9818700465 SUB: YES	

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Type	Book	Page	Rec. #	DocLinks	Landmark Web Book	Print Results
33	V	JUDSON, HENRY H III GUARDIAN	MOEN BRUCE R PERS REP SCHMIDT RAY H ESTATE	SCHMIDT STEPHEN SCHMIDT JUNE ...	10/19/2006	WARRANTY DEED	NONE	0000	2006101900689			BURKE-FARRARS KIRKLAND DIV NO. 13 123790-007 PARCELID: 1237900007 SUB: BUR	
34	V	JUDSON, HENRY H III	JUDSON HENRY H III INC	MORTGAGEIT	05/08/2007	DEED OF TRUST	NONE	0000	20070508002178	20130718002467		LT 4 BLK 5 SOMERSET HIGHLANDS ADD 785660-0760 PARCELID: 7856600760 LOT: 4 B	
35	V	JUDSON, HENRY H III	JUDSON HENRY H III JUDSON CAROLINE J	WASHINGTON RECONVEYANCE COMPANY	06/11/2007	APPOINTMENT OF SUCCESSOR TRUST	NONE	0000	2007061101167				
36	V	JUDSON, HENRY H III	WASHINGTON RECONVEYANCE COMPANY	JUDSON HENRY H III JUDSON CAROLINE J	06/11/2007	FULL RECONVEYANCE	NONE	0000	2007061101168	199904210828			
37	V	JUDSON, HENRY H III	FAIR MARTIN K H III	JUDSON HENRY	09/26/2007	JUDGMENT	NONE	0000	20070926002370		SEC 15 TOWN 23 RANGE 08 152308-9268 PARCELID: 1523089268 SEC: 15		
38	V	JUDSON, HENRY H III	SCHMIDT EVELYN KOZU DANIEL H III	CARE PLANNING ASSOC JUDSON HENRY H III	10/01/2008	MISCELLANEOUS	NONE	0000	2008100100500				
39	V	JUDSON, HENRY H III	SELLJES AMY H III	JUDSON HENRY H III	06/03/2009	APPOINTMENT OF SUCCESSOR TRUST	NONE	0000	20090603002287	20080117000176			
40	V	JUDSON, HENRY H III	JUDSON HENRY H III	SELLJES AMY	06/03/2009	FULL RECONVEYANCE	NONE	0000	20090603002287	20080117000176			
41	V	JUDSON, HENRY H III	SELLJES AMY H III	JUDSON HENRY	06/03/2009	FULL RECONVEYANCE	NONE	0000	20090603002288	20080117000176			

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Type	Book	Page	Rec. #	DocLinks	Legal	DocLinks
42	V	JUDSON, HENRY H	JUDSON HENRY H	VOLZ MARIA C VOLZ MARIA C	09/18/2009	JUDGMENT	NONE	0000	20090918000223	20100301000815	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 7974700105 SUB: STA	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 7974700105 SUB: STA	
43	V	JUDSON, HENRY H III	VOLZ MARIA PUGET SOUND GUARDIANS	JUDSON HENRY H III	01/07/2010	JUDGMENT	NONE	0000	20100107000104	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 7974700105 SUB: STA	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 7974700105 SUB: STA		
44	V	JUDSON, HENRY H III	JUDSON HENRY H III	START CORPORATION OF AMERICA ALEXIS TRUST DANIELLE ...	02/08/2010	MISCELLANEOUS	NONE	0000	20100208000431	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 7974700105 SUB: STA	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 7974700105 SUB: STA		
45	V	JUDSON, HENRY H III	JUDSON HENRY H III	MAYBERRY DIRK MARTIN	02/18/2010	JUDGMENT	NONE	0000	20100218000769	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 7974700105 SUB: STA	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 7974700105 SUB: STA		
46	V	JUDSON, HENRY H III	JUDSON HENRY H III	VOLZ MARIA C	03/01/2010	PARTIAL RELEASE	NONE	0000	20100301000815	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 7974700105 SUB: STA	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 7974700105 SUB: STA		
47	V	JUDSON, HENRY H III	JUDSON HENRY H III	VOLZ MARIA C	03/01/2010	PARTIAL RELEASE	NONE	0000	20100301000816	20100107000104	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 7974700105 SUB: STA	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 7974700105 SUB: STA	
48	V	JUDSON, HENRY H III	HARRIS BANK NA FISCHER RICHARD W ...	JUDSON HENRY H III HARRIS BANK NA NA ...	04/15/2011	QUIT CLAIM DEED	NONE	0000	20110415000009	LT 7,8,9,10,16,17,18 BLK 1 YESLERS SARAH B 1ST ADD 983120- 0040 PARCELID: 9831200040 LOT: 7,8	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 5364200519 SUB: MC	STATE LAND COMM PLAT SEC 10-25-4 797470-0105 PARCELID: 5364200519 SUB: MC	
49	V	JUDSON, HENRY H III	HELLBERG WILLIAM EST JUDSON HENRY H III	SECOND STEP LLC	05/20/2011	DEED	NONE	0000	20110520000680	2492106	MC LAUGHLINS LAWN ACRES 536420-0519 PARCELID: 5364200519 SUB: MC	MC LAUGHLINS LAWN ACRES 536420-0519 PARCELID: 5364200519 SUB: MC	

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Type	Book	Page	Rec. #	DocLinks	Legal	DocLinks
50	V	JUDSON, HENRY H III EXEC	COSTELLO MARY E	COSTELLO JOANN H ESTATE JUDSON HENRY H III EXEC	08/19/2011	JUDGMENT	NONE	0000	20110819000273				
51	V	JUDSON, HENRY H III PR	SCHMIDT STEPHEN JUDSON HENRY H III PR ...	ALLEN SEAN ALLEN RONA	04/04/2012	DEED	NONE	0000	20120404001874	2537161	BURKE- FARRARS KIRKLAND DIV NO. 13 123790- 0007 PARCELID: 1237900007 SUB: BUR		
52	V	JUDSON, HENRY H III TRUSTEE	MEANEY JOHN M ESTATE TINKER PATRICIA PR ...	JUDSON HENRY H III TRUSTEE STEPHEN J MEANEY & IRENE L MEANEY FAMILY TRUST	06/14/2012	QUIT CLAIM DEED	NONE	0000	20120614000963	2548388	LT 2,3 BLK 4 OSNERS SUBURBAN HOMES ADD 643150-0171 PARCELID: 6431500171 LOT: 2,3		
53	V	JUDSON, HENRY H III TRUSTEE	MEANEY JOHN M ESTATE TINKER PATRICIA PR IRENE L MEANY FAMILY TRUST	JUDSON HENRY H III TRUSTEE STEPHEN J MEANEY & IRENE L MEANY FAMILY TRUST	06/14/2012	QUIT CLAIM DEED	NONE	0000	20120614000964		LT 11 BLK 20 DENNY & HOYTS ADD 197220-1655 PARCELID: 1972201655 LOT: 11		
54	V	JUDSON, HENRY H III TRUSTEE	MEANEY JOHN M ESTATE TINKER PATRICIA PR IRENE L MEANEY FAMILY TRUST	JUDSON HENRY H III TRUSTEE STEPHEN J MEANEY & IRENE L MEANEY FAMILY TRUST	06/14/2012	QUIT CLAIM DEED	NONE	0000	20120614000965		WEST GREEN LAKE ADD 926670-1250 PARCELID: 9266701250 SUB: WES		
55	V	JUDSON, HENRY H III TRUSTEE	MEANEY JOHN M EST TINKER PATRICIA PR TRUST STEPHEN J MEANEY & IRENE L	JUDSON HENRY H III TRUSTEE MEANEY FAMILY TRUST STEPHEN J MEANEY & IRENE L	08/14/2012	QUIT CLAIM DEED	NONE	0000	20120814001215		OSNERS SUBURBAN HOMES ADD 643150-0192 PARCELID: 6431500192 SUB: OSN		

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	Rec. #	DocLinks	Legal	DocLinks
56	V	JUDSON, HENRY H III TRUSTEE	JUDSON HENRY H III TRUSTEE MEANEY FAMILY TRUST STEPHEN J & IRENE L	GARG NAVIEN	01/15/2013	DEED	NONE	0000	20130115002311	2584872	WEST GREEN LAKE ADD 926670-1250 PARCELID: 9266701250 SUB: WES		
57	V	JUDSON, HENRY H TR	STEGMAN ERIC	HERTOG & COSTER PLLC CARE PLANNING ASSOCIATES ...	01/31/2013	DEED OF TRUST	NONE	0000	20130131000740		SEC 32 TOWN 26 RANGE 04 322604-9250 PARCELID: 3226049250 SEC: 32		
58	V	JUDSON, HENRY H III PR	JUDSON HENRY H III PR REEDER MILDRED J	LE PHONG	03/21/2013	DEED	NONE	0000	20130321001352	2594944	WEST SEATTLE L&I CO 3RD PLAT OF 927520-0095 PARCELID: 9275200095 SUB: WES		
59	V	JUDSON, HENRY H III PR	JUDSON HENRY H III PR REEDER MILDRED J	LE PHONG	03/21/2013	DEED	NONE	0000	20130321001356	2594947	WEST SEATTLE L&I CO 3RD PLAT OF 927520-0240 PARCELID: 9275200240 SUB: WES		
60	V	JUDSON, HENRY H III TRUSTEE	JUDSON HENRY H III TRUSTEE MEANEY FAMILY TRUST STEPHEN J & IRENE L	MOOREHEAD DONALD F III	06/13/2013	DEED	NONE	0000	20130613000931	2611111	OSNERS SUBURBAN HOMES ADD 643150-0192 PARCELID: 6431500192 SUB: OSN		
61	V	JUDSON, HENRY H III	JUDSON HENRY BANK NA NORTHWEST TRUSTEE	WELLS FARGO SERVICES INC	06/27/2013	DEED OF TRUST	NONE	0000	20130627000899		SOMERSET HIGHLANDS ADD 785660- 0760 PARCELID: 7856600760 SUB: SOM		
62	V	JUDSON, HENRY H III	JUDSON HENRY WELLS FARGO FINANCIAL NATIONAL BANK	APPOINTMENT OF SUCCESSOR TRUST	07/18/2013	APPOINTMENT OF SUCCESSOR TRUST	NONE	0000	20130718002467				

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	Rec. #	DocLinks	Legal	DocLinks
63	V	JUDSON, HENRY H III	WELLS FARGO FINANCIAL NATIONAL BANK	JUDSON HENRY H III PR STAIAJANO ROLAND C EST	07/18/2013	FULL RECONVEYANCE	NONE	0000	20130718002468	20070508002178			
64	V	JUDSON, HENRY H III PR	JUDSON HENRY H III PR STAIAJANO ROLAND C EST	GUY CHRISTOPHER GUY AMANDA	07/19/2013	DEED	NONE	0000	20130719001675	2619001	SEC 32 TOWN 22 RANGE 06 322206-9154 PARCELID: 3222069154 SEC: 32		
65	V	JUDSON, HENRY H III	JUDSON HENRY H III MEANY FAMILY TRUST STEPHEN J & IRENE L	ONE356 LLC	08/30/2013	DEED	NONE	0000	20130830002863	2628008	DENNY & HOYT'S ADD 197220-1655 PARCELID: 1972201655 SUB: DEN		
66	V	JUDSON, HENRY H III TR	JUDSON HENRY H III TR MEANY FAMILY TRUST STEPHEN J & IRENE L	SEATTLE CITY OF	11/06/2013	DEED	NONE	0000	20131106000794	2639667	OSNERS SUBURBAN HOMES ADD 643150-0171 MAPCASE# PARCELID: 6431500171 CaseNumb		
67	V	JUDSON, HENRY H III PR	JUDSON HENRY H III PR STAIAJANO ROLAND C EST	BURR DOUGLAS G	12/19/2013	DEED	NONE	0000	20131219001495	2646455	WALDHEIM ACRES NO. 02 911360-0010 PARCELID: 9113600010 SUB: WAL		
68	V	JUDSON, HENRY H III	JUDSON HENRY H III	WELLS FARGO FINANCIAL NATIONAL BANK WELLS FARGO BANK NA	06/17/2014	DEED OF TRUST	NONE	0000	20140617000976		SOMERSET NO. 10 785600-0760 PARCELID: 7856000760 SUB: SOM		
69	V	JUDSON, HENRY H TR	JUDSON HENRY H TR	STEGMAN ERIC	08/10/2016	FULL RECONVEYANCE	NONE	0000	20160810001138	20130131000740			

End of Results

Palmer Robinson Latest Property

“Shore” Property

8574 Lakeshore Blvd NE, Seattle 98115

4 liens in 8 years

Parcel #342604-9048

Warranty Deed>	Purchase Price				
	20080131001737	01-17-2008	\$1,020,000.00		
Property TAXable Value	Doc Number- Deed of Trust	Date	Lien Amount	Doc Number-Full Reconveyance	Date
\$1,076,000.00	20080131 001738	01-14-2008	\$300,000.00	20091016001684	08-26-2009
\$903,000.00	20090817 002297	07-29-2009	\$385,000.00	20110113000343	12-24-2010
\$1,263,000.00	20101210 001439	12-02-2010	\$382,000.00	20150527002027	05-27-2015
\$1,463,000.00	20150506 000900	05-01-2015	\$517,500.00	20170927000142	09-07-2017
Total liens>>			\$1,584,500.00	\$198,062.50 <Income Per year	

Sheet2

Ida Property Property
Address:

Parcel
Number

Property TAX Value	Deed Doc Number	Date	Lien Amount	Full Reconveyan ce Doc Number	Date	Other Related Doc Number	Doc Item #	Bank/Lende r
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Sheet2

MERS PO
BOX 2026,
Flint MI
48501-2026
1-888-679-
MERS(6377
)

Seattle link- Loan #: trustee Return to:
Notary?

Boharski Property Liens 1

Property Address:	"Ida" Property		10 liens in 18 years		
	3705 Southwest Ida St, Seattle 98126	Parcel Number>>	249220-0835-08	Full Reconveyance Doc Number	Date
Stat War>> Deed>>	19991118 000989	11-55-1999	\$205,000.00	<<Purchase Price	
\$156,000.00	19991118 000990	11-08-1999	\$164,000.00	20010426000516	3-29-2001
\$156,000.00	19991118 000991	11-08-1999	\$41,000.00	20010510000624	05-08-2001
\$208,000.00	20010226 000201	02-20-2001	\$214,250.00	20031212001742	09-18-2003
\$211,000.00	20030709 002187	06-10-2003	\$225,000.00	20101118000993	11-02-2010
\$271,000.00	20060510 001767	04-05-2006	\$50,000.00	20101115000059	11-04-2010
\$293,000.00	20101022 001206	10-09-2010	\$236,000.00	20120216000794	02-15-2012
\$232,000.00	20120203 001802	01-26-2012	\$231,352.00	20140108001224	01-06-2014
\$252,000.00	20131125 000942	11-15-2013	\$211,450.00	20150514001667	05-14-2015
\$324,000.00	20150514 000457	05-07-2015	\$229,850.00	20170130 000662	01-30-2017
\$392,000.00	20170130 000879	01-23-2017	\$201,212.00		
^Property ^ TAXable Value	Total liens>>		\$1,804,114.00		

Sheet2

Ida Property	Property Address:	Parcel Number	
Property TAX Value	Deed Doc Number	Date	Lien Amount
Stat War Deed	19991118 000989	11-55-1999	\$205,000.00
\$156,000.00	19991118 000990	11-08-1999	\$164,000.00
	19991118 000991	11-08-1999	\$41,000.00
\$208,000.00	20010226 000201	02-20-2001	\$214,250.00
\$211,000.00	20030709 002187	06-10-2003	\$225,000.00

Sheet2

\$271,000.00 20060510 001767 04-05-2006 \$50,000.00

\$293,000.00 20101022 001206 10-09-2010 \$236,000.00

\$232,000.00 20120203 001802 01-26-2012 \$231,352.00

\$252,000.00 20131125 000942 11-15-2013 \$211,450.00

\$324,000.00 20150514 000457 05-07-2015 \$229,850.00

\$392,000.00 20170130 000879 01-23-2017 \$201,212.00

Sheet2

Total liens \$1,804,114.00
>>

Sheet2

249220-0835-08

Full Reconveyance Doc Number <<Purchase Price	Date	Other Related Doc Number	Doc Item #	Bank/Lender
20010426000516	3-29-2001			First Franklin Financial Corp,
20010510000624	05-08-2001	Succ	###	First Franklin Financial Corp,
20031212001742	09-18-2003	Inc SUCC		ABN AMRO Mort Group, INC. 2600 W. Big Beaver Rd, Troy MI 48084
20101118000993	11-02-2010	SUCC	2010111800099 2	Green light Financial Sevices, 8105 Irvine Cneter Dr. #100, Irvine CA 92618

Sheet2

20101115000059	11-04-2010	SUCC Trustee	2010111500005 8	First American Title Ins. Co. 1228 Euclid Av #400, cleveland OH 44115
20120216000794	02-15-2012	SUCC Trustee	2012021600079 3	Quicken Loans INC, 1050 Woodward Ave. Detroit MI 48226
20140108001224	01-06-2014	SUCC Trustee 11-22-2013	2014010800122 3	Quicken Loans INC, 1050 Woodward Ave. Detroit MI 48226
20150514001667	05-14-2015	SUCC Trustee	2015051400166 6	Quicken Loans INC, 1050 Woodward Ave. Detroit MI 48226
20170130 000662	01-30-2017			Quicken Loans INC, 1050 Woodward Ave. Detroit MI 48226 Quicken Loans INC, 1050 Woodward Ave. Detroit MI 48226

Sheet2

MERS PO BOX 2026, Flint MI
48501-2026
1-888-679-MERS(6377)

Seattle link- Loan #: trustee
Notary?

0003444676
/5,516

0003444684
/5,521

613132430

0127758720
-00

Sheet2

First American
Title Ins. Co.
21020 4th #800,
Seattle 98121

992 2/9

55410295	FNTG-FNTIC-(DEED)
3225689972	First American Title Insurance
MERS=	Company -Yakima (FULL)
2171648694	
56150197-	FNTIC- Fidelity National Title
1176012	Group(DEED)
MERS=	First American Title Insurance
2306063378	Company -Yakima (FULL)
58483264	FNTIC- Fidelity National Title
REF#33211	Group(DEED)First American
98453	Title Insurance Company
MERS=	-Murray UT (FULL)
2733390365	
MERS=	First American Title Insurance
3339110962	Company --Sandy UT(FULL)
MERS=	First American Title Insurance
3367648480	Company

Sheet2

Return to:

First Franklin Financial Corp,
2150 North First St., San Jose,
CA 95131

First Franklin Financial Corp,
2150 North First St., San Jose,
CA 95131

ABN AMRO Mortgage Group,
INC. PO BOX 5064, Troy
Michigan 48084

Green light Financial Sevices,
8105 Irvine Cneter Dr. #100,
Irvine CA 92618

Sheet2

Wachovia Mort Co, NC

Quicken Loans INC, 1050
Woodward Ave. Detroit MI
48226

Quicken Loans INC, 1050
Woodward Ave. Detroit MI
48226

Quicken Loans INC, 1050
Woodward Ave. Detroit MI
48226

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	Rec. #	DocLinks	Legal	DocLink
1	V	DORSEY, DIANE L	KIPPER JOSEPH WENDEL KIPPER JOSEPH W	DORSEY DANIEL P DORSEY DIANE L	06/08/1994	WARRANTY DEED	NONE	0000		199406080545		LOT 23 9413510230 WILDWOOD GLEN NO 2 PARCELID: 9413510230 LOT: 23	
2	V	DORSEY, DIANE L	T D SERVICE CO	DORSEY DANIEL P DORSEY DIANE L	05/13/1998	FULL RECONVEYANCE	NONE	0000		199805130988		0000000000 PARCELID: 0000000000	
3	V	DORSEY, DIANE L	DCBL INC	DORSEY DANIEL P DORSEY DIANE L	12/10/2003	FULL RECONVEYANCE	NONE	0000		20031210001894			
4	V	DORSEY, DIANE L	RECONTRUST COMPANY NA	DORSEY DANIEL P DORSEY DIANE L	07/08/2014	FULL RECONVEYANCE	NONE	0000		20140708001138	20030930002094		
5	V	DORSEY, DIANE L	T D SERVICE CO	DORSEY DANIEL P DORSEY DIANE L	04/20/2017	FULL RECONVEYANCE	NONE	0000		20170420000221			

End of Results

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	Rec. #	DocLinks	Legal	DocLink
1	V	ALLAR, STEPHEN A	HOUSEHOLD BANK	ALLAR LYNN A KLUMP LYNN A ...	11/27/1996	FULL RECONVEYANCE	NONE	0000		199611270625		0000000000 PARCELID: 0000000000	
2	V	ALLAR, STEPHEN A	HOUSEHOLD BANK	ALLAR LYNN A ALLAR STEPHEN A	08/30/1999	FULL RECONVEYANCE	NONE	0000		19990830001626	198611262332		
3	V	ALLAR, STEPHEN A	ALLAR LYNN A	ALLAR STEPHEN A ALLAR LYNN A	07/22/2003	QUIT CLAIM DEED	NONE	0000		20030722002284		SEC 32 TWNSHP 22 RNG 07 3222079146 PARCELID: 3222079146 SEC: 32	
4	V	ALLAR, STEPHEN A	IRWIN UNION BANK	ALLAR STEPHEN A ALLAR LYNN A	11/04/2003	FULL RECONVEYANCE	NONE	0000		20031104002880	19990819000457		
5	V	ALLAR, STEPHEN A	NORTH PACIFIC TRUSTEE INC	ALLAR STEPHEN A ALLAR LYNN A	11/01/2005	FULL RECONVEYANCE	NONE	0000		20051101000683	20040202002324		
6	I	ALLAR,STEPHEN A	FIRST AMERICAN TITLE INSURANCE COMPANY FIRST AMERICAN TITLE INSURANCE COMPANY	ALLAR STEPHEN A ALLAR LYNN A ...	07/31/2018	FULL RECONVEYANCE	NONE	0000		20180731000605	20030722002285	PID: QTR: SEC: TWP: RGE: LOT: BLK: PBK: SUB:	

End of Results



VETERANS FOR GUARDIANSHIP AND PROBATE REFORM, S.P.C.

All Americans May Join and Benefit



THIS IS DOUG TITUS

He was a 70-year old attorney who practiced complex law every day.

To help veterans and the disabled, Doug worked to have an outside accountant take control of the Department of Social and Health Service's (DSS) \$18-billion-dollar budget.

DSS and the WA State Attorney General spent over \$2 million dollars of public money to have a hand-picked, criminally-convicted guardian take control of Doug's life.

Doug's guardian got a court order to deny his right to hire an attorney at Doug's own expense.

Without any court finding that Doug Titus was incapacitated in any way, the state stripped him of all control of his life against his will and all his legal rights.

Doug's guardian then prevented him from getting a kidney transplant.

He died within three months, on July 2nd, 2016

If it could happen to Doug, it could happen to anyone.

Is this What Veterans Have Sacrificed for?

Let's make Doug's sacrifice count.

Let's make a change.

WHAT IS GUARDIANSHIP AND PROBATE FRAUD?

Guardianship and Probate Fraud ("GPF") happens when one or more trusted officials steal from vulnerable adults, or steal from those who are falsely accused of being vulnerable.

HOW HAS THIS HAPPENED?

Many laws were written to protect all of us from guardianship fraud. When trusted public officials work together to commit fraud, however, none of our legal rights can protect us. In the State of Washington - and across the country - public officials have been found to be working together to steal billions of dollars from innocent people.

The explosion of GPF may be explained in one word: complexity. Complexity is fraud's best friend. A box full of puzzle pieces is complex and meaningless until we see the whole picture. GPF is a puzzle - when the whole picture of GPF is shown to us, the complex becomes simple. Please see our website below.

WHO ARE WE?

We are Veterans, and the friends and families of people effected by GPF - we are American citizens who care about our right to live under the rule of law.

WHAT CAN WE DO?

Until we have criminal convictions and changes in the laws, every citizen of the State of Washington may now be a victim of GPF. We only have the rights that we're willing to fight for. Here's how we can do that:

- Let us know about your probate and/or guardianship fraud case, or refer someone you know who is a victim. We can assist in preparing evidence, and the filing of a federal criminal complaint. We work closely with federal law enforcement, and have attorneys experienced with case preparation.
- Please visit our website at VGPR.io, and feel free to provide information about any case or evidence relating to guardianship and probate fraud.

The innocent people who are being robbed by GPF include veterans - the people who have sacrificed everything for every American's right to live under the rule of law. But GPF affects us all. Let's work together now to stop GPF.

"All that's required for injustice to exist is for good people to do nothing."

RECEIVED
APR 26

1 2016 APR -5 PM 2:44
2
3 KING COUNTY
4 SUPERIOR COURT
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5 APR 2016 15 22

JUDICIAL
KING COUNTY - WASHINGTON

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

IN RE THE GUARDIANSHIP OF:

NO. 16-4-02139-2 SEA

DENNY DOUGLAS TITUS,

ORDER APPOINTING
GUARDIANSHIP GUARDIAN AD LITEM
AND NOTICE OF HEARING

Alleged Incapacitated Person

(Clerk's Action Required)

THIS MATTER having come on before the Court for appointment of a Guardian ad Litem to represent the best interests of the alleged incapacitated person pursuant to RCW 11.88.090, now therefore, it is hereby

ORDERED that the Clerk's filing fee is waived. The Guardian ad Litem shall be appointed initially at public expense, to be paid at a rate not to exceed \$45/hour up to a maximum of \$300 without further, prior Court approval. Should evidence hereafter be submitted showing that hardship did not exist or no longer exists, the Estate shall reimburse the filing fee and all other fees and costs. IT IS FURTHER

ORDERED that the hearing on the guardianship petition shall occur in the Ex Parte & Probate Department on 23rd day of May, 2016 at 10:30 a.m., in Room W325 of the King County Courthouse, 516 Third Avenue, Seattle, WA 98104 and that Emily Ruth Hansen is found or known by the Court to be a suitable disinterested person with the requisite knowledge, training or expertise, who is hereby appointed as guardian ad litem for the above-named person. The phone number of the guardian ad litem is: 206-683-4811. IT IS FURTHER

ORDERED that there is good cause to appoint the GAL whose name is not the name that next appears on the registry in a system of consistent rotation, because N/A

ORDERED that the guardian ad litem shall have the following duties as mandated by statute:

26 ORDER APPOINTING GUARDIANSHIP
GUARDIAN AD LITEM AND NOTICE
OF HEARING

1

ATTORNEY GENERAL OF WASHINGTON
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
(206) 464-7744

COPY EXHIBIT B

- 1 (a) To file within five days of receipt of Order Appointing Guardian ad Litem, and
2 serve all parties personally or by certified mail with return receipt requested, his or
3 her written statement required by RCW 11.88.090(3)(b), which shall include: his or
4 her history as defined in RCW 9.94A.030 for the period covering ten years prior to
the appointment; his or her hourly rate, if compensated; whether the guardian ad litem
has had any contact with a party to the proceeding prior to his or her appointment;
and whether he or she has an apparent conflict of interest;
- 5 (b) To meet and consult with the alleged incapacitated person as soon as practicable
6 following appointment and explain, in language which such person can reasonably be
7 expected to understand, the substance of the petition, the nature of the resultant
proceedings, the person's right to contest the petition, the identification of the
8 proposed guardian or limited guardian, the right to a jury trial on the issue of his or
her alleged incapacity, the right to independent legal counsel as provided by RCW
11.88.045, and the right to be present in court at the hearing on the petition;
- 9 (c) To obtain a written report according to RCW 11.88.045; and such other written or
10 oral reports from other qualified professionals as are necessary to permit the guardian
11 ad litem to complete the report required by RCW 11.88.090, and to advise the alleged
12 incapacitated person of the identity of the health care professional selected by the
13 guardian ad litem to prepare the medical report. If the alleged incapacitated person
opposes said health care professional selected by the guardian ad litem, the guardian
ad litem shall use the health care professional selected by the alleged incapacitated
person, but may obtain a supplemental examination by a different physician or
psychologist;
- 14 (d) To meet with the person whose appointment is sought as guardian or limited
15 guardian and ascertain:
16 (i) The proposed guardian's knowledge of the duties, requirements, and
17 limitations of a guardian; and
18 (ii) The steps the proposed guardian intends to take or has taken to identify
19 and meet the needs of alleged incapacitated person;
- 20 (e) To consult as necessary to complete the investigation and report by this section
21 with those known relatives, friends, or other persons the guardian ad litem
22 determines to have had a significant, continuing interest in the welfare of alleged
incapacitated person;
- 23 (f) To investigate alternate arrangements made or which might be created, by or on
24 behalf of the alleged incapacitated person, such revocable or irrevocable trusts,
25 durable powers attorney or blocked account; whether good cause exists for any such
arrangements to be discontinued; and why such arrangements should not be continued
or created in lieu of a guardianship;
- 26 (g) To provide the Court with a written report which shall include the following:
27 (i) A description of the nature, cause and degree of incapacity, and the basis
upon which this judgment was made;

- (ii) A description of the needs of the alleged incapacitated person for care and treatment, the probable residential requirements of the alleged incapacitated person and the basis upon which these findings were made;
 - (iii) An evaluation of the appropriateness of the guardian or limited guardian whose appointment is sought, and a description of the steps the proposed guardian has taken or intends to take to identify and meet current and emerging needs of the alleged incapacitated person;
 - (iv) A description of any alternative arrangements previously made by the alleged incapacitated person or which could be made, and whether and to what extent such alternatives should be used in lieu of a guardianship, and if the guardian ad litem is recommending discontinuation of any such arrangements, specific findings as to why such arrangements are contrary to the best interest of the alleged incapacitated person;
 - (v) A description of the abilities of the alleged incapacitated person and a recommendation as to whether a guardian or limited guardian should be appointed. If appointment of a limited guardian is recommended, the guardian ad litem shall recommend the specific areas of authority the limited guardian should have and the limitations and disabilities to be placed on the alleged incapacitated person;
 - (vi) An evaluation of the person's mental ability to rationally exercise the right to vote and the basis upon which the evaluation is made;
 - (vii) Any expression of approval or disapproval made by the alleged incapacitated person concerning the proposed guardian or limited guardian or guardianship or limited guardianship;
 - (viii) Identification of persons with significant interest in the welfare of the alleged incapacitated person who should be advised of their right to request special notice of proceedings pursuant to RCW 11.92.150; and
 - (ix) Unless independent counsel has appeared for the alleged incapacitated person, an explanation of how the alleged incapacitated person responded to the advice of the right to jury trial, to independent counsel, and to be present at the hearing on the petition;

(h) Within forty-five days after the notice of commencement of the guardianship proceeding has been served upon the guardian ad litem, and at least fifteen days before the hearing on the petition, unless an extension or reduction of time has been granted by the court for good cause, the guardian ad litem shall file a report and send a copy to the alleged incapacitated person and his or her counsel, spouse, all children not residing with a notified person, those persons described in (g)(viii) of this subsection, and persons who have filed a request for special notice pursuant to RCW 11.92.150. If the guardian ad litem needs additional time to finalize his or her report, the guardian ad litem shall petition the court for a postponement of the hearing or, with the consent of all other parties, an extension or reduction of time for filing the report. If the hearing does not occur within sixty days of filing the petition, then upon the two-month anniversary of filing the petition and on or before the same day of each following month until the hearing, the guardian ad litem shall file interim reports summarizing his or her activities on the proceeding during that time period, as well as fees and costs incurred;

1 (i) To advise the court of the need for appointment of counsel for the alleged
2 incapacitated person within five court days after the meeting described in (a) of this
3 subsection unless (i) counsel has appeared, (ii) the alleged incapacitated person
4 affirmatively communicated a wish not to be represented by counsel after being
5 advised of the right to representation and of the conditions under which court-
provided counsel may be available, or (iii) the alleged incapacitated person was
unable to communicate at all on the subject, and the guardianship ad litem is satisfied that
the alleged incapacitated person does not affirmatively desire to be represented by
counsel.

6 IT IS FURTHER ORDERED that the investigation and report shall be completed
7 and served on all parties and the court (with working copies to the Ex Parte/Probate
8 Court) within forty-five days after appointment, and not later than fifteen days before the
9 hearing, unless an extension of time has been granted by the court for good cause shown.

10 DATED AND SIGNED IN OPEN COURT this 5th day of April, 2016.

11 Henry Judson

12

13 JUDGE/COURT COMMISSIONER

14 Presented by:

15 ROBERT W. FERGUSON
16 Attorney General

17 
18 DIANE L. DORSEY
19 Assistant Attorney General
20 WSBA #21285

21 Presented by:

22 
23 Patsy Kilburg, Paralegal KCBA #45609
24

25 ORDER APPOINTING GUARDIANSHIP
26 GUARDIAN AD LITEM AND NOTICE
 OF HEARING

RECEIVED
OCT 17 1983

1 BEFORE THE
2 DISCIPLINARY BOARD
3 OF THE
4 WASHINGTON STATE BAR ASSOCIATION

5 REVIEW COMMITTEE TWO

W.S.B.A.

6 Complainant Frank Ruano

7 Attorney Emily Hansen

8 A report on the investigation of the above complaint was con-
9 sidered by Review Committee Two of the Disciplinary Board
10 on October 14, 1983. Based upon this review, and pur-
11 suant to the authority of Rule 2.4(d) of the Rules for Lawyer Disci-
12 pline,

13 IT IS ORDERED:

- 14 () That the complaint be dismissed.
15 () That the complaint is dismissed. An advisory letter will
16 be sent to the lawyer cautioning the lawyer regarding
17 his or her conduct, pursuant to RLD 5.6.
18 () That investigation and review of the complaint is deferr-
19 ed pending civil or criminal litigation.
20 () That further investigation should be conducted in the
21 area of:
22 (X) That a hearing should be held on the allegations of the
23 complaint, regarding the trust account violations and the
24 breach of confidentiality.
25 () Other:

26 DATED this 14th day of October, 1983.

27 
Chairperson, Review Committee

REVIEW COMMITTEE ORDER

WASHINGTON STATE BAR ASSOCIATION
505 Madison Street
SEATTLE, WASHINGTON 98104

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

RECEIVED
OCT 18 1983.

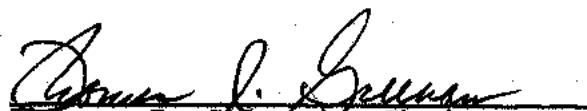
W.S.B.A.

In re)
EMILY R. HANSEN,) ORDER APPOINTING
An Attorney at Law.) HEARING PANEL OFFICER

)

Pursuant to RLD 2.5 John N. Rupp is
appointed Hearing Panel Officer in the above-entitled proceeding.

DATED this 18th day of October, 1983.


Thomas J. Greenan, Chairman
Disciplinary Board

Address and phone number of the Hearing Panel Officer:
1600 Peoples National Bank Bldg.
Seattle, Washington 98171
(206) 223 1600

ORDER APPOINTING HEARING PANEL OFFICER
WASHINGTON STATE BAR ASSOCIATION
505 Madison Street
SEATTLE, WASHINGTON 98104

RECEIVED
OCT 19 1983

1 BEFORE THE
2 DISCIPLINARY BOARD
3 OF THE
4 WASHINGTON STATE BAR ASSOCIATION

W.S.B.A.

5 In re)
6 EMILY R. HANSEN,) FORMAL COMPLAINT
7 An Attorney at Law.)

8 Pursuant to Rule 4.3 of the Rules for Lawyer Discipline (RLD),
9 the above-named lawyer is charged with acts of misconduct under RLD
10 1.1, as set forth below.

11 BACKGROUND AND ADMISSION TO PRACTICE

12 Respondent Emily R. Hansen was admitted to the practice of law
13 in the state of Washington on October 25, 1978. At all times
14 material to this complaint, she practiced in Seattle, King County,
15 Washington.

16 FACTS REGARDING COUNTS I AND II

17 1. Emily R. Hansen was the attorney for Frank Ruano in King
18 County Superior Court litigation entitled, Frank Ruano and Asso-
19 ciates v. Enga, Cause No. 845423. The suit for a sales commission
20 was brought against the Engas as sellers of real property who
21 refused to convey to a willing buyer. On January 22, 1980, judgment
22 was rendered in favor of Ruano in the amount of \$12,346.94. The
23 defendant appealed.

24 2. The Court of Appeals upheld the trial court's decision
25 and the defendants petitioned for review to the Washington State
26 Supreme Court. In late May, 1982, it was anticipated that the
27

1 appellate process would be completed and the judgment could soon be
2 satisfied.

3 3. On June 2, 1982, there was a meeting between Frank Ruano
4 and Emily Hansen. At that meeting, Mr. Ruano questioned the amount
5 of Ms. Hansen's fees. These fees were to be paid when the defen-
6 dants satisfied the judgment against them. In response to that
7 questioning, Emily Hansen mailed her client copies of her time
8 records.

9 4. On June 25, 1982, the Engas paid the judgment with a
10 cashier's check payable to the Clerk of the King County Superior
11 Court. That same date, Ms. Hansen, as Ruano's attorney, signed a
12 satisfaction of judgment.

13 5. On June 29, 1982, the King County Superior Court Clerk
14 issued a check for \$14,828.96, the amount of the judgment and
15 interest, to Emily Hansen. Ms. Hansen deposited these funds in her
16 trust account with the Bank of California, account number 0462071.
17 On June 29, 1982, Ms. Hansen wrote to the attorney for the company
18 which had posted a supersedeas bond for the Engas, informing them
19 that the judgment had been satisfied. She sent a copy of that
20 letter to her client, Mr. Ruano.

21 6. On the same date, Hansen sent a second letter to Mr.
22 Ruano which informed him that the funds to pay the judgment had
23 been received and that there would be a meeting to disburse to
24 Mr. Sidney Clinch, the real estate salesman, that portion of the
25 trust funds due him as his part of the sales commission.

26 7. Also, on June 29, 1982, Ms. Hansen wrote the following
27 trust account checks to herself:

1 I Trust Account Check #481 for \$1,122.63 with the notation,
2 "Ruano costs".

3 Trust Account Check #482 for \$7,712.00 with the notation,
4 "Ruano fees".

5 Ms. Hansen then negotiated these checks. Ms. Hansen did not send
6 Mr. Ruano notice of this transfer of his funds out of trust nor any
7 accounting. The \$8,834.63 which she paid herself exceeded any bill
8 Ruano had ever received from Hansen.

9 8. On July 12, 1982, there was a meeting between Emily
10 Hansen, Frank Ruano and Sidney Clinch. At that meeting, Ms. Hansen
11 for the first time, provided Mr. Ruano with a written accounting
12 showing that her fees had been removed from her trust account.

13 9. At the meeting of July 12, 1982, Mr. Ruano protested both
14 the amount of Ms. Hansen's fees and her removal of the fees from
15 trust without notice to him. Despite this continuing protest, Ms.
16 Hansen did not return the funds she had taken from her trust account
17 to that trust account.

18 FACTS REGARDING COUNT III

19 10. As indicated above in paragraph 7, Sidney Clinch was the
20 real estate salesman who arranged the sale which the Engas refused
21 to carry out. As a result, he had a financial interest in the
22 outcome of Ruano v. Enga, the lawsuit in which respondent Emily R.
23 Hansen represented Frank Ruano.

24 11. Sidney Clinch was not a client of Emily R. Hansen.

25 12. Beginning April 6, 1981, without authority from Mr. Ruano,
26 Ms. Hansen began providing Mr. Clinch with copies of letters she
27 wrote on Mr. Ruano's behalf. In addition, she would write letters

about Ruano v. Enga to both Mr. Ruano and Mr. Clinch.

2 13. This conduct continued despite Mr. Ruano's protest, until
3 July, 1982, when Mr. Clinch received the funds due him.

FACTS REGARDING COUNT IV

5 14. During the month of July, 1982, Ms. Hansen was also
6 representing Sharon Charles in a suit against Pacific Management
7 Company. On July 16, 1982, Ms. Hansen sent her client a letter
8 notifying her that the lawsuit had been settled, and that Ms.
9 Charles should sign a release and the settlement check which Ms.
10 Hansen had received.

11 15. On July 19, 1983, Ms. Charles signed the release and the
12 settlement check. The funds were then deposited into Ms. Hansen's
13 trust account at the Bank of California. At the same time, Ms.
14 Charles was given a statement showing the amount claimed as Ms.
15 Hansen's fees. The statement did not indicate that the fees had
16 been paid.

17 16. On the same day, July 19, 1982, Ms. Hansen wrote the
18 following trust account checks:

19 Check #501 to Emily R. Hansen for \$11,760.39.

Check #502 to Emily R. Hansen for \$1,234.35.

21 These checks were then negotiated.

22 17. The balance of the funds due to Ms. Charles were not
23 disbursed to her until Ms. Hansen wrote a check for the balance of
24 \$10,005.26 on July 27, 1982. Ms. Hansen did not write this check
25 to her client until July 27, 1982, because she was waiting to make
26 sure that the settlement draft had cleared the banking process.

1 18. The first written communication indicating that Ms. Hansen
2 had removed her fees from the trust account was a statement she
3 sent to her client dated August 10, 1982.

COUNT I

5 19. Respondent Hansen's conduct in failing to hold funds in
6 trust when she knew her right to them was disputed violates RLD 1.1
7 (i) in that it violates the following provision of the Code of
8 Professional Responsibility: DR 9-102(A)(2), [requiring disputed
9 funds to be held in trust until the dispute is resolved].

COUNT II

11 20. Respondent Hansen's conduct in the Ruano matter, in taking
12 funds out of trust to pay her claimed fees without notifying her
13 client prior to removing the trust funds; and failing to provide
14 contemporaneous written accounts violates RLD 1.1(i), in that it
15 violates the following provisions of the Code of Professional
16 Responsibility: DR 9-102(A) and DR 9-102(B), [regarding the
17 handling of client funds].

COUNT III

19 21. Ms. Hansen's conduct in sending Sidney Clinch copies of
20 letters she wrote on Mr. Ruano's behalf and in writing letters to
21 both Mr. Ruano and Mr. Clinch violates RLD 1.1(i), in that it
22 violates the following provisions of the Code of Professional
23 Responsibility: DR 4-101(B), [prohibiting the revelation of client
24 confidences and secrets].

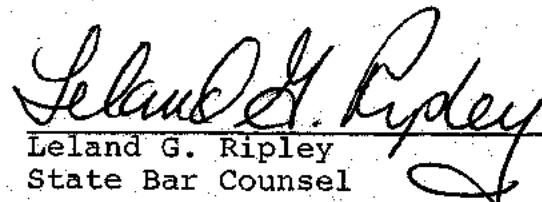
COUNT IV

26 22. Respondent Hansen's conduct in the Charles matter in
27 taking funds out of trust to pay her claimed fees without notifying

1 her client prior to removing the trust funds; failing to provide
2 contemporaneous written accounts; and taking funds from trust before
3 the instrument depositing those funds had cleared the banking
4 process violates RLD 1.1(i), in that it violates the following
5 provisions of the Code of Professional Responsibility; DR 9-102(A)
6 and DR 9-102(B) [regarding the handling of client funds].

7 THEREFORE, state bar counsel requests that a hearing be held
8 under the Rules for Lawyer Discipline and that such disposition of
9 this matter be made as warranted by the facts and the law. Possi-
10 ble dispositions may include imposition of discipline, imposition
11 of probationary conditions, ordering restitution, and assessment of
12 the costs of these proceedings.

13 DATED this 19/11 day of October, 1983.
14

15 
16 Leland G. Ripley
17 State Bar Counsel

RECEIVED
OCT 19 1983

1 BEFORE THE DISCIPLINARY BOARD
2 OF THE WASHINGTON STATE BAR ASSOCIATION

W.S.B.A.

3 In re)
4 EMILY R. HANSEN)
5 An Attorney at Law.)
6)

) NOTICE TO ANSWER AND
) NOTICE OF HEARING OFFICER

6 To: The above named attorney at law

7 You are notified that a formal complaint has been filed against
8 you, a copy of which is served upon you with this notice. You are
9 notified that you must file your answer to the complaint within 20
10 days of the date of service upon you, by filing the original and one
11 copy of your answer at the office of the Washington State Bar Associa-
12 tion, at the address given below, and by filing one copy with the
13 hearing officer at the address given below. Failure to file an
14 answer may result in the imposition of a disciplinary sanction
15 against you. Upon the filing of your answer, or in the case of your
16 failure to answer within 20 days, further proceedings will be had
17 in accordance with the Rules for Lawyer Discipline, and shall be-
18 come public pursuant to rule 11.1.

19 You are further notified that the hearing officer assigned to
20 this proceeding is:

John N. Rupp
1600 Peoples National Bank Bldg.
Seattle, Wa. 98171
(206) 223 1600

23 DATED this 19th day of October, 1983.

24 WASHINGTON STATE BAR ASSOCIATION

25 By Leland H. Kydey
26 State Bar Counsel
27 Telephone (206) 622-6026



WASHINGTON STATE BAR ASSOCIATION
505 MADISON ST., SEATTLE, WASHINGTON 98104

ROBERT T. FARRELL
GENERAL COUNSEL

LELAND G. RIPLEY
SENIOR STAFF ATTORNEY

STAFF ATTORNEYS
ROBERT D. WELDEN
RHEA J. ROLFE
MARK W. MUENSTER
DEBORAH DOWD

October 20, 1983

Mr. John N. Rupp
Attorney at Law
1600 Peoples National Bank Bldg.
Seattle, WA 98171

Re: In re Emily R. Hansen

Dear Mr. Rupp:

I am pleased to inform you that you have been appointed as a hearing officer for a lawyer discipline case. Enclosed is a copy of the order of appointment.

Generally, a hearing officer is appointed prior to the preparation of a Formal Complaint, which commences disciplinary proceedings. Now that the Formal Complaint has been filed, you are being provided with a copy. Ms. Hansen has indicated that she will file her answer in the near future.

Because Ms. Hansen has plans to leave the United States in early November, she would like to have an early hearing date. We have discussed tentative dates and November 1, 1983 or November 9, 1983 are agreeable. I would imagine that this proceeding will take at least one-half a day and probably longer. If you could set a date, then I will make suitable arrangements and provide notice.

Proceedings of this kind are governed by the Rules for Lawyer Discipline and the Code of Professional Responsibility. Since the Rules for Lawyer Discipline were recently enacted, if you do not have a copy of those rules, please let me know and one will be provided.

The Disciplinary Board has asked me to inform you that it is their preference that as long as the matter you are hearing is pending, you should not undertake representation of respondent attorneys in other disciplinary actions.

Mr. John N. Rupp
October 20, 1983
Page Two

Your assistance in this matter is greatly appreciated. If I can provide you with any general information concerning the role of a hearing officer, please feel free to contact me.

Very truly yours,

Leland G. Ripley
State Bar Counsel

LGR:gp

Enclosures

cc: Emily R. Hansen
James Miller

BEFORE THE DISCIPLINARY BOARD
OF THE WASHINGTON STATE BAR ASSOCIATION

RECEIVED
OCT 29 1983

In re
EMILY R. HANSEN
An Attorney at Law.

ACKNOWLEDGEMENT OF S.S.R.Y.C.A.

of W.S.B.C.A.

The undersigned respondent hereby acknowledges service of the Formal Complaint and Notice to Answer in this matter, and agrees that the same will be deemed to have been personally served on him or her on the date that this Acknowledgement is filed in the office of the Washington State Bar Association.

12 I waive/do not waive (circle one and initial) the requirement
13 of RLD 12.1(d) that all service by mail in these proceedings be by
14 certified mail. I understand that if I waive this requirement,
15 state bar counsel waives the same requirement with regard to me,
16 and that all service by mail will be by first class mail.

17 DATED this 24th day of October, 1983.

Emily R Hansen
Respondent

RECEIVED
OCT 25 1983

1 BEFORE THE
2 DISCIPLINARY BOARD
3 OF THE
4 WASHINGTON STATE BAR ASSOCIATION

W.S.B.A.

5 In re)
6 EMILY R. HANSEN,)
7 An Attorney at Law.) ANSWER
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COMES NOW the Respondent herein, EMILY R. HANSEN, and,
pursuant to Rule 4.5 of the Rules for Lawyer Discipline (RLD),
admits, denies and alleges as follows:

BACKGROUND AND ADMISSION TO PRACTICE

Respondent admits the allegations concerning her admission
to practice law in the State of Washington.

FACTS REGARDING COUNTS I AND II

1. Respondent admits the allegations of Paragraph 1.
 2. Respondent admits the allegations of Paragraph 2.
 3. Respondent admits that a meeting between Frank Ruano
and Emily R. Hansen occurred on June 2, 1982, but specifically
denies that Mr. Ruano questioned the amount of the fees charged
by Respondent's law firm. At the referenced meeting, Mr. Ruano
asserted for the first time malpractice by a prior attorney, which
allegedly occurred three and one-half years before; stated that
the form of Respondent's firm's monthly statements, sent to Mr.
Ruano for some five years without comment, were improper in failing
to designate the time spent on each service; and stated he had
- ANSWER - 1

1 never sought the services of Respondent. No challenge to the
2 time spent nor the charges therefore was raised. Respondent
3 admits that certain time records were sent to Mr. Ruano following
4 the meeting, but not due to a request for same, but only in re-
5 sponse to Mr. Ruano's off-hand comment concerning the form of
6 billings. Thirty or more of said billings had been sent to Mr.
7 Ruano by Respondent personnally without any reaction. Respondent
8 specifically denies that the fees for services rendered to Mr.
9 Ruano were due on satisfaction of the subject judgment. Said
10 fees were due and payable on receipt of each monthly statement
11 from the commencement of the litigation in 1978 to its conclusion.

12 4. Respondent admits the allegations of Paragraph 4.

13 5. Respondent admits the allegations of Paragraph 5.

14 6. Respondent admits the allegations of Paragraph 6.

15 7. Respondent denies that the trust account check No. 482
16 for \$7,712.00 was written or negotiated by Respondent. Said
17 check was payable to Thom, Navoni, Pierson, Ryder & Major, which
18 negotiated the same. Respondent denies that no notice of this
19 transfer from trust was given to Mr. Ruano. Respondent advised
20 Mrs. Ruano, his wife, on June 30, 1982, of this payment out of
21 trust of the outstanding fees and costs accrued. Respondent
22 admits that the fees paid to Thom, Navoni, Pierson, Ryder & Major
23 represented the fees outstanding on the June 1, 1982, statement
24 to Mr. Ruano, together with the fees and costs accrued through
25 that month.

26 ANSWER - 2

1 8. Respondent admits the meeting of July 12, 1982, occurred,
2 but denies that Mr. Ruano had not previously been notified of
3 the disbursement from trust.

4 9. Respondent admits that for the first time on July 12, 1982,
5 following Mr. Ruano's representation by Thom, Navoni et al. in
6 the subject litigation for more than four years, Mr. Ruano expressed
7 his opinion that the fees charged him had been excessive. Re-
8 spondent admits further that Mr. Ruano protested the removal of
9 fees from trust, although he had been advised of this through his
10 wife, on June 30, 1982.

11 FACTS REGARDING COUNT III

12 10. Respondent admits the allegations of Paragraph 10.

13 11. Respondent admits the allegations of Paragraph 11.

14 12. Respondent specifically denies that she had no authority
15 from Mr. Ruano to apprise Mr. Clinch of the status of Ruano v.
16 Enga, a controversy in which he was the critical witness and in
17 which he had a considerable financial interest.

18 13. Respondent specifically denies that Mr. Ruano has ever
19 protested to Respondent regarding the providing of copies of status
20 letters on the subject litigation to Mr. Clinch.

21 FACTS REGARDING COUNT IV

22 14. Respondent admits the allegations of Paragraph 14.

23 15. Respondent admits the allegations of Paragraph 15 and
24 further states that on July 19, 1982, when Ms. Charles endorsed
25 the settlement draft in Respondent's office, Respondent advised

26 ANSWER - 3

1 her that the fees and costs evidenced in the July 19, 1982,
2 statement would be paid out of the settlement funds.

3 16. Respondent admits the allegations of Paragraph 16.

4 17. Respondent admits the allegations of Paragraph 17.

5 18. Respondent denies the allegations of Paragraph 18 as
6 Ms. Charles was notified by statement of July 19, 1982, by trans-
7 mittal letter of July 27, 1982, and by the regular monthly state-
8 ment on August 10, 1982, that the fees associated with her liti-
9 gation had been paid.

10 COUNT I

11 19. Respondent specifically denies that she knew a dispute
12 existed as to her law firm's entitlement to fees and costs from
13 Mr. Ruano. Over a four and one-half year course of representing
14 Mr. Ruano in Ruano v. Enga and after submitting more than fifty
15 statements to Mr. Ruano, neither Respondent nor any member of her
16 firm was ever apprised of any challenge to these fees. The first
17 time Respondent was advised of the nature of this dispute was during
18 a fee arbitration hearing before the Bar Association earlier this
19 year, when Mr. Ruano challenged the fees and costs on virtually
20 every statement from Respondent's office.

21 COUNT II

22 20. Based on the common practice of her law firm, Respondent
23 understood that she should notify her client when fees and costs
24 were disbursed from her trust account. In the Ruano matter,
25 Respondent did provide a contemporaneous oral accounting to Mrs.
26 Ruano when the fees were disbursed. A written accounting was pre-

ANSWER - 4

pared on June 29, 1982, but due to a lack of awareness concerning the requirement of a contemporaneous notification and the meeting scheduled in early July, Respondent delivered the accounting to Mr. Ruano at this meeting.

COUNT III

21. Respondent denies that she revealed any client confidences and secrets to Mr. Clinch. Mr. Clinch, the individual most intimately familiar with the subject real estate transaction, were merely advised by carbon copy of the status of the litigation during the appellate process, which was a matter of public record. No information whatsoever secured from Mr. Ruano was communicated to Mr. Clinch. Respondent emphatically denies that Mr. Ruano has ever, through the present date, complained to Respondent of her sending these copies to Mr. Clinch.

COUNT IV

22. Respondent denies any misconduct in the Charles litigation and disbursement of settlement funds. Respondent followed the common practice of fellow attorneys in her firm by depositing the settlement draft, then disbursing funds to outstanding fees and costs and advising Ms. Charles of said disbursement. Respondent was unaware of the need to have the draft clear banking channels prior to disbursement to fees, again as learned from her partners. Respondent delayed payment to Ms. Charles of the net recovery to assure that she would have immediately available funds.

ANSWER - 5

1 Having fully answered the Formal Complaint herein, Respondent asserts the following Affirmative Defenses and justifications
2 for the conduct asserted herein:

3 1. Bar counsel fails to state an act of misconduct in Count
4 I as Respondent had no knowledge of a dispute over the fees when
5 the trust funds were disbursed, as Mr. Ruano challenged the reasonable
6 value of the services rendered to him for the first time
7 during a hearing before the Bar Association months following the
8 disbursement.

9 2. Bar counsel fails to state an act of misconduct in Counts
10 II and IV as Respondent acted in reasonable reliance on the common
11 practice of fellow attorneys and the bookkeeper in her law firm
12 and perhaps based on a lack of experience in disbursing the trust
13 funds in the Ruano and Charles litigation.

14 3. Bar counsel fails to state an act of misconduct in Count
15 III as all information conveyed to Mr. Clinch was secured from
16 him as the primary witness at trial or was a matter of public
17 record. Further, Mr. Ruano authorized Respondent's providing of
18 the status letters to Mr. Clinch.

19 4. Immediately prior to the activation of this Complaint
20 against Respondent, Mr. Ruano reached an accord and satisfaction
21 of any and all claims against Respondent in exchange for payment
22 to Mr. Ruano of substantial consideration.

23 5. Bar counsel's actions in pursuing the present claim against
24 Respondent is barred based on commitments to Respondent and her
25 ANSWER - 6

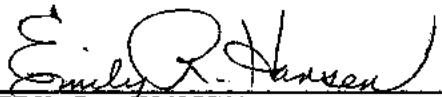
1 counsel in early July, 1983, that this matter would be terminated
2 on or before October 1, 1983, in consideration of Respondent's
3 personal commitments and the imminent termination of her law
4 practice and departure from the country.

5 RESPONDENT'S ADDRESS

6 Respondent states that she maintains her law practice at
7 Thom, Navoni, Pierson, Ryder & Major, 3737 Bank of California
8 Center, Seattle, WA 98164, and that all further pleadings and
9 documents may be served upon her at said address.

10 WHEREFORE, Respondent prays that Counts I through IV of the
11 Formal Complaint be dismissed and that Respondent be granted such
12 other and further relief as may be deemed just and equitable.

13 Dated this 25th day of October, 1983.

15
16 
17 EMILY R. HANSEN
18 Respondent

25 ANSWER - 7

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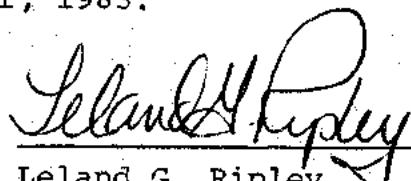
BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re)
EMILY R. HANSEN,) NOTICE OF HEARING
An Attorney at Law.)

TO: EMILY R. HANSEN, Respondent

By agreement the hearing in this matter has been set for November 1, 1983, in Room 631, Lyon Building, Third and James Streets, Seattle, Washington 98104, beginning at 9:00 a.m. or as soon thereafter as the matter can be heard.

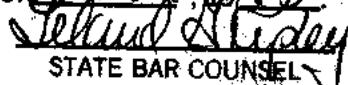
DATED this 25th day of October, 1983.


Leland G. Ripley

State Bar Counsel

CERTIFICATE OF SERVICE

I CERTIFY THAT I MAILED A COPY
OF THE FOREGOING notice TO
Emily Hansen, Respondent/Counsel
FOR RESPONDENT AT 3237 Bank of Calif. City, Seattle 98164
CERTIFIED/FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 26th DAY OF October, 1983.


STATE BAR COUNSEL

RECEIVED
NOV 1 1983

1 BEFORE THE DISCIPLINARY BOARD
2 OF THE WASHINGTON STATE BAR ASSOCIATION

W.S.B.A.

3 In re)
4 EMILY R. HANSEN,) BAR COUNSEL'S HEARING
5 An Attorney at Law.) MEMORANDUM
6 _____)

7
8 STATEMENT OF THE CASE

9 This attorney disciplinary proceeding involves the mishandling
10 of client funds and breach of confidentiality.

11 The evidence at the hearing will show that respondent, while
12 acting as attorney for Frank Ruano, received \$14,828.96 of Mr.
13 Ruano's money. On June 29, 1982, these funds were deposited into
14 her trust account. On the same day that the funds were deposited,
15 without authority from her client and while she knew her fees
16 were in dispute, Ms. Hansen wrote trust account checks disbursing
17 her fees and costs. There was no written accounting provided to
18 Mr. Ruano.

19 While there is a dispute, the better evidence will show that
20 Mr. Ruano did not know that Ms. Hansen had made these trust
21 disbursements until July 12, 1982.

22 On that date, Mr. Ruano again protested these trust disburse-
23 ments. Despite these protests, Ms. Hansen did not return the funds
24 to the trust account.

25 During the month of July, 1982, Ms. Hansen also received funds
26 on behalf of another client, Sharon Charles. These funds were
27 deposited to Ms. Hansen's trust account on July 19, 1982. That

1 same date, Ms. Hansen wrote herself two trust checks to pay her
2 fees and costs. The check to pay the client's portion of the funds
3 due her was not written until July 27, 1982. Ms. Hansen has stated
4 that this delay of eight days was required to obtain notification
5 that the settlement draft had cleared the banking process and the
6 funds were available.

7 There is a dispute, but the better evidence will show that Ms.
8 Hansen, without authority from Mr. Ruano, began to send Sidney
9 Clinch, a person with a financial stake in the legal matter on
10 which she represented Mr. Ruano, copies of letters she wrote on her
11 client's behalf. She continued to do so even after Mr. Ruano
12 protested her conduct.

13 This memorandum is provided in order to outline the legal
14 issues surrounding Ms. Hansen's mishandling of client funds and her
15 breach of confidentiality.

16 ARGUMENT

17 I. EMILY HANSEN MISAPPROPRIATED CLIENT FUNDS.

18 The \$14,828.96 Emily Hansen obtained from the clerk of the
19 King County Superior Court were not her monies. The entire sum
20 belonged to Frank Ruano. In addition, the entire sum received on
21 behalf of Sharon Charles belonged to that client. This basic
22 principle is the reason why the funds had to be placed into the
23 attorney trust account.

24 Once an attorney has received funds on behalf of a client,
25 those funds are held in a fiduciary capacity. As a fiduciary, the
26 attorney owes the client a duty of the utmost honesty and good
27 faith. As the Supreme Court recently stated: "The relationship

1 between attorney and client is 'one of the strongest fiduciary
2 relationships known to law.'" In re Sawyer, 98 Wn.2d 584, 586,
3 656 P.2d 503 (1983), quoting In re BEEKLEY, 6 Wn.2d 410, 423, 107
4 P.2d 1097 (1940).

5 Since the funds Ms. Hansen received were Mr. Ruano's and since
6 she held them as a fiduciary, none of those funds could be removed
7 from the trust account without Mr. Ruano's authority.

8 When Ms. Hansen paid herself the fees she claimed were owed,
9 she did not have any authority to remove the funds. In complete
10 disregard of her lack of authority, she took money belonging to her
11 client. She did not provide any contemporaneous notice to her
12 client of the removal of his funds from her trust account. The
13 first written notice of the removal of the funds was provided on
14 July 12, 1982.

15 When Ms. Hansen acted without authority from her client, she
16 also acted in violation of DR 9-102(A)(2). While she now disputes
17 this fact, Ms. Hansen was aware at the time she took her fees that
18 the amount of her bill was disputed. DR 9-102(A)(2) clearly pro-
19 vides that trust funds "belonging to a lawyer or law firm" may be
20 withdrawn from the trust account "unless the right of the lawyer...
21 to receive it is disputed by the client, in which event the disputed
22 portion shall not be withdrawn until the dispute is finally resolved."

23 See In re McMurray, 99 Wn.2d 920, P.2d (1983).

24 The word "dispute" must be defined in the context of the
25 fiduciary relationship between attorney and client. In In re
26 McMurray, supra, the attorney retained client funds paid to him in
27 trust. He claimed these funds were an earned fee. The Supreme

1 Court found that the attorney's right to the funds was disputed
2 because of his client's testimony at the hearing and a letter she
3 wrote to the court saying the bail funds had been provided to her
4 attorney. That letter was written after the attorney had notified
5 her he was taking her trust funds. McMurray, supra, at 923, 927.

6 The evidence will show that Ms. Hansen knew before she ever
7 received the trust funds that Mr. Ruano questioned her bill. She
8 took trust funds to pay herself, did not notify her client of the
9 payment, and even after the meeting of July 12, 1982 where Mr.
10 Ruano protested her bill, she did not return the disputed funds to
11 trust. She admits that the trust funds she removed totalled more
12 than any statement submitted to Mr. Ruano prior to the removal of
13 his funds from Ms. Hansen's trust account.

14 The rules that Ms. Hansen violated are central to the attorney-
15 client relationship. DR 9-102(A)(2) is designed to insure that
16 attorneys cannot take client funds that the client says the attorney
17 is not entitled to. Requiring resolution of a dispute before funds
18 can be disbursed means that attorneys cannot say, "I have your money
19 and so I am taking my fees. If you dispute the amount, you can sue
20 me." Clients are guaranteed by the rule that even if they have
21 a question about their lawyer's fee (or are unsure what it will be)
22 they can nonetheless endorse a settlement draft made out jointly to
23 them and the lawyer without fear that the lawyer can simply take
24 whatever she wants from the proceeds. Unless the rule is strictly
25 enforced, a reasonable client will not give such an endorsement
26 without the creation of a new fiduciary, a third party escrow to
27 protect the client from the lawyer.

1 Mr. Ruano needed such protection from Emily Hansen. Ms. Hansen
2 acted dishonestly with regard to Ruano's funds, treating them as
3 her own rather than his and using them in the face of his very
4 vocal protests. Her actions show a fundamental flaw in her concept
5 of the lawyer as a fiduciary, and merit serious discipline.

6

7 II. EMILY HANSEN REVEALED CLIENT SECRETS.

8 Beginning on April 6, 1981, Emily Hansen provided Sidney
9 Cinch with copies of letters she wrote either on behalf of Mr.
10 Ruano or to Mr. Ruano.

11 One of these letters indicated that there was no supersedeas
12 bond posted by the defendants. Since Mr. Clinch was awaiting
13 payment of his real estate commission until the judgment on behalf
14 of Mr. Ruano was paid, the information that Ms. Hansen, acting on
15 behalf of Mr. Ruano, had not taken the steps necessary to ensure
16 that there were funds to satisfy the judgment, could have been
17 embarrassing, or could have been detrimental to Mr. Ruano's rela-
18 tionship with Mr. Clinch.

19 Clearly, this information was, therefore, a secret as defined
20 by DR 4-101(A). DR 4-101(B) states that a lawyer shall not know-
21 ingly reveal a client secret.

22 Ms. Hansen had no authority to reveal this information.
23 Therefore she violated DR 4-101(B).

24 Ms. Hansen states that the information she revealed "was a
25 matter of public record." The Supreme Court recently said that
26 "'This ethical precept [against using secrets], unlike the eviden-
27 tiary privilege, exists without regard to the nature or source of

1 the information or the fact that others share the knowledge.''"
2 In re McMurray, 99 Wn.2d 920, 928, P.2d (1983), quoting
3 EC 4-4.

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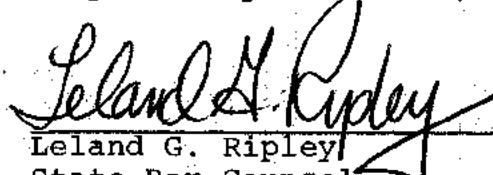
5 CONCLUSION

6 Emily Hansen's conduct clearly and seriously violated the
7 Code of Professional Responsibility.

8 DATED this 31st day of October, 1983.

9

10 Respectfully submitted,

11 
12 Leland G. Ripley
13 State Bar Counsel

CERTIFICATE OF SERVICE

I CERTIFY THAT I MAILED A COPY
OF THE FOREGOING Findings, Concl. & Rec. TO
Emily Hansen, RESPONDENT/COUNSEL
FOR RESPONDENT AT American Embassy
Dept. of State Washington, D.C. 20520
CERTIFIED/FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 6th DAY OF December, 1983

Leland G. Ripley

STATE BEFORE THE DISCIPLINARY BOARD
OF THE WASHINGTON STATE BAR ASSOCIATION

RECEIVED
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W.S.B.A.

In re EMILY R. HANSEN,)
an Attorney at Law,) HEARING OFFICER'S OPINION,
) FINDINGS, CONCLUSION AND
) RECOMMENDATION

By Disciplinary Board Order entered on October 18, 1983, I was appointed Hearing Officer in this proceeding. A day later State Bar Counsel filed the Formal Complaint. On October 26 respondent filed her Answer. On November 1 the hearing was held in Seattle and was concluded in that one day. The Bar Association was represented by Leland G. Ripley, and respondent appeared pro se.

Since the affairs of mankind, especially those of a contested nature, normally pursue a more measured and stately pace than that just set down, I think it proper to point out that respondent's husband is employed by the United States State Department and has been posted to one of the countries of Africa and that shortly after the November 1 hearing respondent terminated her law practice here and joined her husband in Africa. I gather from paragraph 5 of respondent's affirmative defenses set out in her Answer that she and Bar Counsel had planned to bring this matter on somewhat earlier and that, in July at least, respondent had an attorney to represent her. There was, however, no testimony at the hearing about that

paragraph 5, and respondent was her own attorney before me.

Because of the unusual nature of this proceeding and of some of the facts involved in it, I think it advisable that I cast my findings, conclusions and recommendation in the form of an opinion.

The Formal Complaint sets forth four counts charging respondent with violations of the Code of Professional Responsibility. In brief, they charge: (1) that respondent, having prevailed in a lawsuit for Mr. Frank Ruano and having received from the court clerk payment of the judgment and having deposited the funds in her clients' trust account, proceeded to pay her fee from the trust account knowing that Ruano disputed the amount of the fee; (2) that respondent revealed to a Mr. Sidney Clinch, a Ruano employee, certain secrets about Ruano's business, without Ruano's consent; and (3) that in another case wherein respondent represented a Mrs. Charles and effected a settlement, respondent deposited the proceeds of the settlement in her clients' trust account and paid her fee from such funds without waiting for the deposited settlement check to clear through the banks and without notifying her client of her action.

Respondent Emily R. Hansen was born on December 14, 1952. She was graduated from the University of Idaho School of Law in 1978. She was admitted to the Bar of our State on October 25, 1978 and commenced her law practice early in 1979 with the

Thom, Navoni law firm in Seattle. At first she was a part of that firm, either as a salaried associate or as a junior partner (the record is not clear as to which); but in June of 1981 she became "a sole practitioner in the firm", i.e., she remained in the firm's offices and her billings were in the firm's name and handled by the firm's bookkeepers, but her practice was her own and she had her own Clients' Trust Account. That arrangement continued for two and one-half years until respondent terminated her practice in Seattle and left for Africa in November of 1983.

Most of her law practice was in the field of commercial litigation. Two older lawyers, Leslie A Wahlstrom of Bellevue and Thomas R. Dreiling of Seattle, testified on her behalf. Each had worked with her in contested cases and each stated that she was highly competent, straight-forward, fair and truthful.

The events on which the Formal Complaint against respondent is based occurred in the summer of 1982, at which time she was 29 years old and had been practicing law for three and one-half years. There have been no other complaints against her. She cooperated fully with the Bar Association in its investigation of all matters involved in the Formal Complaint.

The principal matter underlying this disciplinary proceeding is a real estate transaction between a corporation called Frank Ruano & Associates, Inc. and a man named Enga. Frank

Ruano & Associates, Inc. was a real estate firm of which Mr. Frank Ruano was President and the designated broker. Mr. Sidney Clinch was employed by the corporation as a real estate agent. Clinch handled the real estate transaction for Enga. In the opinion of Clinch and Ruano, the transaction entitled Frank Ruano & Associates, Inc. to a substantial commission. Enga disagreed and refused to pay the commission, whereupon Frank Ruano & Associates, Inc. instituted a lawsuit to recover the commission from Enga. I find that Frank Ruano & Associates, Inc. was a bona fide corporation but that, for our purposes here, it may be regarded as the alter ego of Frank Ruano and hence I shall refer to it and to Mr. Ruano interchangeably as "Ruano".

Ruano employed a lawyer named Robert E. Smith to wage his suit against Enga. That was in 1978. Smith was then in the Thom, Navoni law firm. Ruano and Smith discussed the matter of Smith's fee and whether it should be a contingent fee or a fee based on the amount of lawyer work done. They agreed on the latter basis. Ruano testified that that was his choice because both he and Smith thought at the time that it would be cheaper.

Ruano became dissatisfied with Smith's handling of the case and told Smith so. Some time in 1979 Smith told Ruano that he was turning the case over to respondent Hansen. Ruano testified that he did not "agree" to that. He did not, however, tell either Smith or respondent of his disagreement, and the fact is that he accepted respondent as his attorney in the case and she proceeded to represent him throughout.

The case was tried in King County Superior Court in January of 1980, and Ruano prevailed. Ruano testified that "the result was good", but that in his opinion anyone could have won his case. Enga evidently did not share that view and appealed the judgment to the State Court of Appeals.

On December 28, 1981 the Court of Appeals filed its opinion affirming the Superior Court's judgment. The opinion is unpublished but is noted in 30 Wn. App. 1051. Enga then petitioned the State Supreme Court to review the case. On May 7, 1982 the Supreme Court denied that petition (97 Wn.2d 1017), and it was then evident that mandates would soon come down from the appellate courts to the Superior Court, whereupon Enga would have to pay the judgment.

The judgment for Ruano against Enga was for \$12,346.94, and by the time it was paid accrued interest on it was \$2,482.02. On June 25, 1982 Enga paid \$14,828.96 into the Superior Court's registry, and respondent filed a satisfaction of the judgment. On June 29 the court clerk paid respondent the money in the registry, and respondent promptly deposited the entire sum in her trust account. Respondent then examined her records and ascertained that Ruano owed \$1,122.63 for accumulated costs and expenses and a fee of \$7,712.00 which included \$512.00 for work done from June 1 to June 29. She then drew two checks on her trust account, one to herself for the costs and expenses (\$1,122.63) and one to the Thom, Navoni firm for the \$7,712.00 fee. In due course both checks were negotiated. On that same day, June 29, respondent attempted to

telephone Ruano but did not reach him. Respondent also wrote a letter that day to Ruano and Clinch telling them that she had received payment of the judgment and that the three should have a meeting soon to disburse funds to Ruano and Clinch. On the next day respondent and Mrs. Ruano had a telephone conversation. Mrs. Ruano is a secretary in a Seattle law firm. She was familiar with much of Ruano's business and with the Enga case. Respondent testified that she told Mrs. Ruano that she had disbursed the costs and fee from her trust account and that she had tried to reach Ruano on the 29th to inform him that she was going to do so. Mrs. Ruano testified that respondent did not tell her that. Mrs. Ruano testified that she told respondent "You know the fee is in dispute". Respondent denied that Mrs. Ruano had said that.

How can we tell which recollection is correct? We cannot, but we can make deductions. Most of the conversation dealt with Mrs. Ruano's astonishment and indignation that the court clerk had paid the money out of the registry by a check drawn to respondent's order. Mrs. Ruano believed that the clerk normally drew such checks to the joint order of the client and the lawyer. (I believe that she is wrong about the clerk's custom, but the custom is of no moment here, and we know what the clerk did in this case.) Mrs. Ruano believed that the clerk's drawing the check solely to respondent's order was somehow respondent's doing and that it deprived Ruano of a "negotiating position", that is, now that respondent had the money, it would be harder for Ruano to get the fee reduced.

(Assuming that this "negotiating position" point is valid, it is evident that it would exist no matter whether the fee money was in respondent's trust account or in her regular bank account. In either case she would have control of the funds, and it was that control that annoyed the Ruanos.) Mrs. Ruano testified before me, although she did not say that she had told this to respondent in the telephone conversation, that Ruano had believed for some time that the fee as shown in respondent's monthly bills was getting out of hand and was excessive because it was large in comparison with the amount involved in the case -- in substance, that Ruano was regretting his 1978 decision against a contingent-fee arrangement. She testified that Ruano had not wanted respondent as his lawyer, but that he believed he was "stuck with her". Then she said that Ruano had never complained to respondent, either about her being his lawyer or about the growing figures on the monthly bills, because he thought "it wouldn't do any good". All this was pretty much corroborated by Ruano in his testimony.

I deduce from the foregoing, and find as a fact, that respondent did tell Mrs. Ruano that respondent had disbursed the costs and fee amounts from her clients' trust account; that Mrs. Ruano did tell respondent that "the fee is in dispute"; and that Mrs. Ruano did not tell respondent "wherein" the fee was in dispute, i.e., what amounts were challenged by Ruano and whether they were substantial or minuscule.

Further on this "fee dispute" matter, as the situation stood on June 29 and 30, 1982, I find that, all during the many

months while the case was pending, the Thom, Navoni firm rendered monthly bills to Ruano showing the detail of work done each month, balance forward from previous monthly bills and total amount due. Ruano accepted these bills without objection and, indeed, without any comment; but he did not pay them. In May of 1981 the Thom, Navoni firm evidently became concerned about the general matter of accounts receivable and developed a form letter informing all clients that thereafter "all statements will bear interest at the rate of 12% per annum on accounts thirty days or more overdue". Respondent sent one of these "Dear Client" letters to Ruano on June 1, 1981. Ruano did not reply to respondent, but he telephoned the firm's bookkeepers and informed them that (a) that he did not agree to the imposition of interest; and (b) that he would not pay the bill until the case was concluded. Thereafter each bill showed an item of interest. And Ruano continued not to pay the bills. Respondent did not know of Ruano's objection to the interest charge, but she did know that Ruano was not paying the firm's monthly bills.

About four weeks before respondent received the judgment proceeds from the court clerk (June 29, 1982) Ruano and respondent met in respondent's office. That was on June 2, 1982. At that meeting Ruano expressed what respondent described as a "laundry list" of complaints. He went back four years to the inception of the Enga case and complained that Robert Smith had failed to subpoena a witness and had thereby delayed the case for a year. He said that was malpractice on Smith's part. He

said he had never wanted respondent as his attorney. He complained that respondent had failed to "arrange" for a supersedeas bond when Enga appealed. (A supersedeas bond is put up by an appellant, not by a respondent, and, in any event, Enga did finally provide such a bond; and Ruano was not going to be hurt if no bond was provided, because Enga had ample funds.) He complained about various other aspects of the handling of the case. He complained about the firm's charging interest on its bills. He said he wanted to see the originals of the firm's time records. (A short time later respondent sent him copies of those that were readily available and offered to send him the rest if he wanted to see them). Most of the net proceeds of the Enga judgment were to go to Clinch, but Ruano said he did not want any money disbursed to Clinch except on Ruano's order. All in all, the meeting was not the cheerful "victory celebration" that might have been expected hard on the heels of news that one has prevailed in a bitterly contested lawsuit.

An experienced lawyer would quickly have arrived at two deductions from the June 2 meeting. First, that here was "a difficult client". Experienced businessmen, physicians, architects, lawyers and other professional people recognize the characteristics and symptoms of the syndrome and conduct themselves accordingly. Mr. Justice Holmes, whose Army service in the Civil War made him ever fond of the military metaphor, once wrote that one who deals with the Government "must turn square corners". And so it is with the difficult client, or the difficult patient or customer -- leave no room for misunder-

standing, have no oral gentlemen's agreements, keep the client fully informed, get everything in writing, make and keep full notes of all conferences, maintain meticulous accounts and records, get receipts, do everything possible to accommodate reasonable requests and even some unreasonable ones, and do the best job you can even though you know that the client will never appreciate it and will never trust you. A judge once wrote, "A drunken man is as much entitled to a safe sidewalk as is a sober man -- and much more in need of it". And a difficult client is as much entitled to proper representation as is a friendly client -- and, likely, much more in need of it.

Secondly, an experienced lawyer would have deduced that there was going to be trouble about his fee. The case was over, and the result was a complete victory. Yet here was the client splenetically dredging up bits of history about such things as an unsubpoenaed witness and a supersedeas bond. Why would he do that? A reasonable deduction would be that he was going to try to get the fee reduced -- there was nothing else to argue about.

But respondent was young and inexperienced. Never before had she had such a client. She had handled the case by herself and handled it well. Ruano had had perhaps thirty monthly bills and had never complained to her about any of them. She simply did not appreciate the situation and did not recognize the symptoms.

An experienced lawyer, after the June 2 meeting, would have put the entire proceeds of the judgment in his or her

trust account and would have left it there until he had Ruano's signature on a statement as to how it was to be disbursed, or at least, if Ruano was recalcitrant, until he was sure about how to disburse it and that reasonable people would agree with him.

But that is not the issue here. Our inquiry is: What, if anything, did respondent do that was in violation of the Code of Professional Responsibility? Ruano's complaints about the handling of the case need not detain us here. But what of the "fee dispute"? Disciplinary Rule DR9-102(A)(2) provides, as to a trust account:

Funds belonging in part to a client and in part presently or potentially to the lawyer or law firm must be deposited therein, but the portion belonging to the lawyer or law firm may be withdrawn when due unless the right of the lawyer or law firm to receive it is disputed by the client, in which event the disputed portion shall not be withdrawn until the dispute is finally resolved.

Respondent thus could properly withdraw from her trust account the fee due her, except that she could not properly withdraw "the disputed portion". What portion was in dispute? I think it clear that respondent knew or should have known, after the June 2 meeting, that Ruano disputed the item of interest charged each month after the summer of 1981. How much that was does not appear in the record, but a rough calculation is that it was in the range of \$800.00. Respondent should have left that amount in her trust account. Was there another disputed portion? Respondent testified that the June 2 meeting left her with the conviction that there was no bona fide dispute about

the fees. And in a sense she was right about it. Ruano had made no specific objection, beyond his objection to the charging of interest, and certainly had not suggested any dollar amount or any basis of calculation to which he objected. Respondent just did not understand the Ruanos of this world. To her the case was over, and the fee which had been billed was due. But to Ruano the case was over, and now we negotiate about the fee. To her that was not good faith. To Ruano it was ordinary business.

The next time that Ruano and respondent met was on July 12. The meeting was called by Mr. Clinch, who wanted to get his money. Ruano said he was not to be charged for the meeting. Respondent had become so concerned about Ruano's attitude that she talked about it with Caroline Davis of the Bar Association's staff and, on Davis's advice, had the meeting tape recorded. The two tape cassettes are in the record as Exhibits 35 and 36. Exhibit 37 is a short written excerpt from the tape recording, an excerpt prepared by Bar Counsel as being the significant part of the conversation. In the excerpt Ruano says that the fee is "in dispute", although he does not say what part he disputes; he says that respondent was wrong to disburse from her trust account any fee at all; and, as Mrs. Ruano did on June 30, he accuses respondent of unethical practice because the court clerk paid the judgment proceeds to respondent instead of to Ruano and respondent jointly.

It was at this meeting that Ruano told respondent that he had important "contacts", that a Superior Court judge had once

called him "Mr. Integrity", that lawyers preyed on the public, and that he was going to stop it even if it cost him \$10,000.00. One of my notes made while I was listening to the tape recording reads thus: "Clinch tries to get his money. Ruano wants to get Hansen".

At the end of the meeting Clinch did get his money, \$4,909.16, paid to him by respondent's check drawn on her trust account on that day, July 12, 1982.

Respondent never returned any of the fee money to her trust account. There is no suggestion in the record, however, that she did not have, at all times, money readily available to return to Ruano a part of the fee if she and Ruano had negotiated a lower fee. In fact they did not negotiate. On August 25, 1982, Ruano wrote respondent, saying, in part:

My material to the Bar Association is being completed and will be submitted as a formal complaint within the next two weeks.

Finally the fee matter was disposed of by the Bar Association's Fee Arbitration Board in February of 1983. That Board's record and determination are not part of the record before me. Respondent testified that it was at that hearing that she first learned of Ruano's specific objections to her fee. She said that he objected to virtually every item on every bill. In the end the Board recommended that respondent should return to Ruano the sum of \$2,570.17. Neither party in such matters has to accept the Board's recommendation, and respondent indicated that she did not agree with the Board and might take the matter to court. On receipt of that news Ruano decided to put a large

advertisement in the newspaper, telling his side of the story and "chastising the Bar". Before he did so, however, he told David Hoff and Paul Steere what he had in mind. Hoff was a former President of the State Bar Association and a former partner in the Thom, Navoni firm, and Steere was then the President of the State Bar Association. They persuaded Ruano that the matter should be taken up with the senior partners in the Thom, Navoni firm. In the end coolness prevailed, respondent returned the \$2,570.17 to Ruano, and Ruano did not publish his ad.

There was evidently some effort made to persuade Ruano, now that he had his money, to withdraw his Bar Association complaint against respondent. Ruano would not hear of it. He said that that was a separate matter. He was implacably determined that respondent be, as it were, brought to justice.

During the tape-recorded conversation at the July 12 meeting Mr. Ruano stated, in substance, that he had employed many lawyers -- 50 or 60 -- in his career; that most of them had either not done a good job for him or had overcharged him, or both, a circumstance that led him to believe that such derelictions were fairly characteristic of most lawyers; that the Bar Association should discipline many more lawyers than it does; that lawyers prey on the public and he was going to stop it; that respondent had been caught in violations of her duty to him; and that he was determined to see that respondent suffered for it.

All during the hours of the hearing before me he sat at the counsel table across from Bar Counsel. At the conclusion of the evidence he attempted to make a statement or an argument, but I ruled that he was a witness and not a party, that the evidentiary record was closed and that I would hear only the arguments of counsel. Watching him there, I was reminded of the Eumenides, the minor goddesses of the classical drama whose specialty was vengeance, and of whom Harper's Classical Dictionary (Peck, Columbia University, 1896) says, "No prayer, no sacrifice and no tears can move them, or protect the object of their persecution". And I thought, too, of St. Paul's admonition to the Romans that vengeance belongs to God, and to God alone. In Romans 12:19 he wrote, "Vengeance is mine; I will repay, saith the Lord." (Emphasis supplied).

Count III of the Formal Complaint involves incidents of respondent's conduct in handling the Ruano v. Enga case. Sidney Clinch was the real estate agent in Ruano's firm who handled the Enga transaction. He was not a party in the lawsuit and was not respondent's client, but he had a substantial financial interest in the outcome of the lawsuit because the suit was for the commission from the Enga transaction. Originally he was to receive 70% of the commission, but on April 28, 1981 Ruano and he negotiated it down to 50%. It was also agreed that a \$2,000.00 debt due him from Ruano would be paid from the proceeds of the lawsuit. Clinch ceased to work

for Ruano in December of 1981 because Ruano closed his business at that time. That was about the time when the Court of Appeals affirmed the Superior Court's judgment.

Sometimes when respondent wrote to Ruano or sent him a copy of a document she would send a copy to Clinch as well. Ruano made no objection to that practice. Then one day in January of 1982, when Ruano was examining one of respondent's monthly bills, he observed an item of a telephone conversation between Clinch and respondent. He telephoned respondent and told her to "quit talking on the phone to Clinch. It is costing me money". Respondent replied that she had not called Clinch; that Clinch had called her. Ruano told her to quit charging him for telephone conversations with Clinch. Thereafter she complied with his directions, made no such charges, and, so far as the evidence disclosed, did not again talk with Clinch.

Ruano testified that at that same time he also told her to quit sending copies to Clinch, as that was also "costing me money". Respondent testified that Ruano said nothing about her "copying Clinch". (The use of the verb form "copying" to mean sending a copy is a barbarism. One hopes that respondent will abandon that clumsy locution.) On a few occasions after January 1982 respondent did send copies of letters to Clinch. On this disputed point in the evidence I believe respondent. The sending of a copy to Clinch did not consume time and hence would not cost Ruano any money, the commodity that was Ruano's prime interest. Moreover, if in fact Ruano had directed respon-

dent not to send copies to Clinch, I can think of no reason why she would not have complied.

It is respondent's "conduct in sending Sidney Clinch copies of letters she wrote on Mr. Ruano's behalf and in writing letters to both Mr. Ruano and Mr. Clinch" that is the gravamen of Count III. The charge is that it violated Disciplinary Rule 4-101(B) which prohibits the revelation of client confidences and secrets. In my view, under the facts here, this charge cannot stand. In drawing into wire the most malleable of metals, gold, it is possible to draw a wire so fine that it is virtually invisible. The basis of this charge is likewise so attenuated that I cannot see it, even in a strong light. There was no evidence that there were any confidences or secrets in any of those letters.

Even Bar Counsel, who presented this case in a most skillful and able manner, was driven to rely on a single letter, and that was written on April 6, 1981, by respondent to Enga's lawyer. Copies went to Ruano and Clinch. In it respondent pointed out to counsel that no supersedeas bond had yet been filed and that, if that were not soon done, "we will have no choice but to bring execution proceedings". Bar Counsel argued in his Hearing Memorandum that that was a "client secret" and should not have been revealed to Clinch because it "could have been embarrassing, or could have been detrimental to Mr. Ruano's relationship with Mr. Clinch". How it could have been so completely escapes me, and it must have escaped Ruano also because he voiced no remonstrance about it.

Count IV of the Formal Complaint does not involve the Ruano matter. The facts underlying this count are these:

Respondent was the attorney for Sharon J. Charles in a lawsuit brought by Charles against her landlord. The prayer was for damages of \$25,000.00. The suit was settled by the landlord's paying \$23,000.00. The check in the settlement amount was drawn to the order of Charles and respondent. It was delivered to respondent late on Friday, July 16, 1982. Respondent promptly wrote to Charles asking her to come to respondent's office on Monday, July 19. Charles did so and endorsed the check and signed the release required by the landlord. Respondent told Charles that she would put the money in her trust account, disburse the accrued expenses and respondent's fee therefrom, and disburse the remainder to Charles. Charles agreed and expressed her pleasure with the result. She knew what the fee would be.

Respondent put the settlement money in her trust account on July 19. On that same day she wrote two checks on that account, one to herself for the costs and expenses incurred on Charles's behalf in the amount of \$1,234.35, and the other to the Thom, Navoni firm for the fee in the amount of \$11,760.39.

Respondent did not disburse funds to Charles until July 27, when she drew a check on her trust account to Charles's order for \$10,005.26 and delivered it to Charles. She delayed this disbursement to allow time for the settlement check to

clear the banks. The check was actually issued by the landlord's insurance company, so there was little likelihood that there would be any problem of its clearing, but respondent thought it was proper practice to wait.

Charles has never complained or expressed any dissatisfaction with respondent's handling of the matter. The Bar Association does not criticize respondent for her delay in disbursing to Charles, indeed, it approves it. Its criticism goes to her disbursements of July 19.

The gravamen of Count IV is that when respondent withdrew from her trust account the amounts of the fee and the costs and expenses the settlement check had not yet had time to clear the banks, and hence respondent violated Guideline III, 2 of the Trust Account Guidelines, published in 35 Washington State Bar News 16, 19, June 1981, which reads:

Trust disbursements on behalf of a client should be made only after the client's receipt check has cleared through the banking process.

And, of course, the count is correct; she did violate that Guideline. Respondent testified that she had "skimmed through" that issue of the Bar News, but that she had forgotten that particular Guideline. She thought that her handling of the funds was sensible and proper, that is, she did not want her client to take even a small risk that the insurance company's check would not clear, but, as to her July 19 disbursements, she and the firm could take that risk because they could readily reimburse her trust fund until the matter of a non-clearing check could be cleared up.

Of course, the insurer's check did clear the banks; so no one suffered. And respondent acted in good faith. Still, Guideline III, 2 is there, and ignorantia legis neminem excusat.

Now, what are we to make of all this?

I conclude as follows:

1. Count III of the Formal Complaint, the "client secret" count, has no substance and should be dismissed.

2. Count IV, the Charles case matter, does have substance and ought not to be dismissed. A lady once taxed Dr. Samuel Johnson with having incorrectly defined in his Dictionary one of the parts of a horse. "How could you have done such a thing?" she asked. He replied, "Ignorance, Madam, pure ignorance!" Respondent did violate Guideline III, 2. She did so through ignorance. She had no improper motive or intent. No harm was done. But she did commit a technical violation of the Guideline. She can take some comfort from the fact that the Guideline says "should" and not "shall" or "must", and hence may be said to be admonitory only. Still, she did what she "should" not have done.

3. Counts I and II, the Ruano fee disbursement matter, likewise have substance and ought not to be dismissed. Before she disbursed from her trust account the amount of the fee, she knew that Ruano objected to the item of interest and to her having charged Ruano for the time spent in a telephone conver-

sation with Clinch. She should have retained in her trust account monies to care for those items -- she had a duty to do so. As to the rest of it, the conclusion is not so clear. Shortly after the fee disbursement was made she was told by the Ruano's that "the fee is in dispute". Bar Counsel argues that she should then promptly have put the whole fee back into her trust account to await resolution of the "dispute". An experienced lawyer would have done so, if only out of an abundance of caution. But did respondent have a formal duty to do so? Certainly a substantial fee had been earned and was due. To what portion of the billings did Ruano object? Beyond the interest item and the one for the Clinch telephone conversation Ruano would not say. He kept saying only "The fee is in dispute", and it was not until months later at the arbitration hearing that he stated any real or specific objections. It would be one thing if the last bill had been the first he had ever received. But Ruano had been receiving monthly bills for many months and he had made no comment about any of them. Under all those circumstances I conclude that respondent was warranted in her belief that there was no real dispute about the fee other than the two items noted above and that his "fee dispute" remarks had no more substance than the rest of his complaints.

4. I also conclude that respondent is contrite about her transgression. And her contrition is not that which Emily Dickinson called "a bayonet's contrition" and which a Japanese officer summed up in his remark to one of the members of our

occupying force in September of 1945, "Pearl Harbor big mistake. Please, so sorry!" Respondent's contrition is not that of one who is merely sorry that he was caught -- rather it is a genuine contrition for her transgressions. In my opinion they were the result of youth and inexperience and not of avarice or greed or sharp practice or malevolence of any kind.

RECOMMENDATION

What should be done with respondent? Here we have a young person, barely over the threshold of her career. By all accounts she is a sound lawyer and a truthful, honest person. She has done two things incorrectly: she withdrew trust account funds in the Charles case before the underlying check had cleared the banks, and in the Ruano case she paid her fee out of trust account funds when she knew that a small portion of that fee was in dispute.

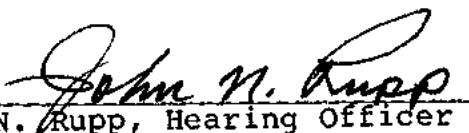
We are to look at three entities: the offending lawyer, other lawyers, and the public. Punishment, per se, is not the object, for punishment relates to the past, and our concern is with the future.

As to respondent, what will it take to make respondent realize her transgressions and to educate her so that she will not err again? I think that no sanction need be imposed to bring about that result. Respondent's experience in this matter, and in the investigation leading up to the formal hearing, and the hearing itself, have provided respondent with a wealth of education. The iron has entered her soul.

Other lawyers can learn from respondent's experience. Some of them will learn of it by word of mouth. The only way that all can learn of this matter is to have it published. If the Board were to conclude that respondent should be disbarred or suspended, then all can learn by reading the Supreme Court's opinion. But I certainly do not recommend either suspension or disbarment, for those ultimate sanctions are not warranted by the facts here. This case could be used as the basis for a concise Bar News article on the subject, an article which I should be pleased to write if the Bar Association wishes. My opinion here might be published, but I think that its length would make any publisher recoil in dismay.

What of the public? One of the purposes of Bar discipline is protection of the public, and another is to demonstrate to the public that Bar discipline is zealous, all-pervasive and effective. Yet we cannot publicize all disciplinary matters, especially those where moral turpitude is not involved, and, if we did, many would not be of general interest. I think that the best way to protect and inform the public is to continue to do the disciplinary work well and truly, trusting in the public's wisdom to understand and appreciate what is being done.

I recommend that respondent be censured for the two violations of the Code of Professional Responsibility heretofore discussed.


John N. Rupp, Hearing Officer

At Seattle, December 5, 1983

HEARING OFFICER'S OPINION - 23
JNR/19

1 BEFORE THE DISCIPLINARY BOARD
2 OF THE WASHINGTON STATE BAR ASSOCIATION

RECEIVED
DEC 19 1983

3 In re)
4 EMILY R. HANSEN,) NOTICE OF APPEAL
5 An Attorney at Law.)
6 _____)

W.S.B.A.

7 TO: Emily R. Hansen, Respondent

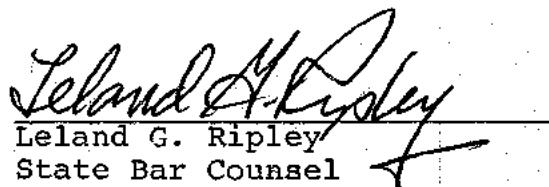
8 You are hereby notified that pursuant to RLD 6.1(b), the
9 Washington State Bar Association is filing Notice of Appeal from
10 the decision of the hearing panel officer filed on December 6, 1983.

11 The issues intended to be raised are as follows:

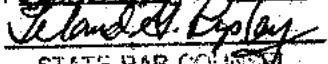
12 (1) Whether the hearing panel officer, as a matter of law,
13 correctly characterized the nature of the respondent's unethical
14 conduct in the handling of Frank Ruano's funds,

15 (2) The appropriateness of the hearing panel officer's recom-
16 mendation that respondent receive two censures.

17 DATED this 19th day of December, 1983.

18
19
20 
Leland G. Ripley
State Bar Counsel

21 CERTIFICATE OF SERVICE

22 I CERTIFY THAT I MAILED A COPY
23 OF THE FOREGOING Notice of Appeal TO
Emily Hansen, RESPONDENT-COUNSEL
FOR RESPONDENT AT American Embassy, Volta
CERTIFIED FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 19th DAY OF December, 1983

STATE BAR COUNSEL

1 BEFORE THE DISCIPLINARY
2 OF THE WASHINGTON STATE BAR ASSOCIATION

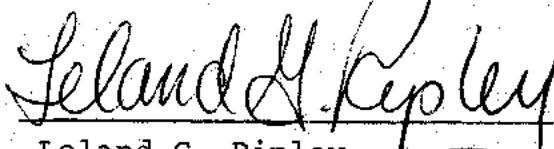
RECEIVED
DEC 31 1983

3 In re)
4 EMILY R. HANSEN,)
5 An Attorney at Law.)
6

W.S.B.A.
AFFIDAVIT OF SERVICE
BY MAIL

7 I certify that I mailed a copy of the foregoing Transcript
8 of Hearing for Respondent Emily R. Hansen, held November 1, 1983,
9 to Emily R. Hansen, respondent at the American Embassy, Ouagadougou
10 Upper Volta, Department of State, Washington, D.C. 20520, first
11 class mail, postage prepaid, on the 21st day of December, 1983.

12
13 WASHINGTON STATE BAR ASSOCIATION

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16 Leland G. Ripley
17 State Bar Counsel
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RECEIVED

JAN 12 1984

1 BEFORE THE
2 DISCIPLINARY BOARD
3 OF THE
4 WASHINGTON STATE BAR ASSOCIATION

W.S.B.A.

5 In re)
6 EMILY R. HANSEN,) STATEMENT IN OPPOSITION
7 An Attorney at Law.)
8 _____)

STATEMENT OF THE CASE

9 This statement is in opposition to the hearing officer's
10 Opinion, Findings, Conclusions, and Recommendation previously filed
11 with the Association. After hearing, the hearing officer
12 found the respondent had committed a "technical" violation of the
13 rules governing the legal profession in handling the funds belong-
14 ing to Frank Ruano, and therefore should receive only two censures.

15 It is state bar counsel's belief that the hearing officer's
16 opinion incorrectly states the law with regard to the nature of
17 Ms. Hansen's unethical conduct, and could result in a substantial
18 deterioration of previously rigid and uncompromising rules re-
19 garding the handling of client funds.

FACTS

21 Emily R. Hansen was an attorney for Frank Ruano in litigation
22 arising out of a failure to perform an earnest money agreement.
23 Mr. Ruano, as the broker, sued the seller for the real estate
24 commission. On June 2, 1982, when the appellate process was almost
25 concluded and the mandate from the State Supreme Court was
26 expected momentarily, Ms. Hansen and Mr. Ruano had a meeting. At
27 that meeting the hearing officer found that Mr. Ruano presented

STATEMENT IN OPPOSITION

WASHINGTON STATE BAR ASSOCIATION
505 Madison Street
SEATTLE, WASHINGTON 98104

1 a number of complaints, including the charging of interest on his
2 bill, and asked to see the original of the firm's time records.
3 (Op. p.8-9). Ex. #1

4 On June 25, 1982, the defendant deposited funds sufficient
5 to pay the judgment with the clerk of the King County Superior
6 Court. On June 29, 1982, Ms. Hansen, as attorney for Frank Ruano,
7 withdrew the sum of \$14,828.96. She deposited these funds into
8 her trust account with the Bank of California. On the same day,
9 Ms. Hansen, without any specific authority from Mr. Ruano, withdrew
10 what she asserted to be her fees and costs in the amount of \$8,834.63
11 (Ex. 14 & 15). Tr. p. 14 l.10-p.15. At the time Ms. Hansen wrote
12 these trust account checks, her client did not know that she had
13 his money in her account. Tr. p.15, ls.12-15.

14 On the same day that Ms. Hansen withdrew these funds, she
15 wrote a letter to her client informing him that the funds had been
16 received, but not informing him that she had withdrawn those funds.
17 Ex. #3 attached. In July, 1982, Ms. Hansen, for the first time,
18 gave her client written notification of the June 29, 1982, dis-
19 bursal of his funds. Ex. 4.

20 At the time that the funds were disbursed, the amount of
21 fees and costs taken by Ms. Hansen exceeded any bill that had
22 previously been submitted to Ruano. Tr. p.14, ls.2-8. The amount
23 she took included all the interest which Ruano had specifically
24 protested, in the approximate amount of \$800 (Op. p.11).

25 In addition, in another unrelated matter, Ms. Hansen wrote
26 herself trust account checks for fees and costs on the same day
27 that the settlement funds were received without waiting for the

1 instrument which represented those funds to be negotiated. However,
2 she delayed disbursing funds to her client until she was certain
3 that instrument had cleared the bank. Op. p.18-20.

ARGUMENT

5 A. The Hearing Officer's Conclusion as to the Nature of
6 Emily Hansen's Misconduct Ignores the Fact that Ms. Hansen Was
7 Not Dealing With Her Own Funds.

8 The hearing officer recommends that Ms. Hansen receive a
9 letter of censure for her mishandling of Frank Ruano's funds. The
10 recommendation is based, at least in part, on the erroneous con-
11 clusion of law that a client who fails to object in detail to
12 specific items of an attorney's bill, but only raises general
13 "questions" about the bill, has waived any right to require
14 respondent to maintain all of the fees claimed in her trust account
15 as required by DR 9-102(A). Op. p.11-12. A second erroneous
16 conclusion of the hearing officer is that any attorney may withdraw
17 fees from client funds prior to giving the client notice of the
18 intent to withdraw those fees and the amount intended to be with-
19 drawn, at least if the client has not expressed heated and total
20 objections to prior billings.

21 The hearing officer unfortunately appears to have turned the
22 fundamental premise behind the requirement that client funds be
23 placed in trust into a "technical" matter. Client funds are
24 placed in trust because they are not the funds of the attorney and
25 are not to be handled in any manner the attorney sees fit. Once
26 Ms. Hansen had received the funds on behalf of her client, those
27 funds were held in a fiduciary capacity. As a fiduciary, Ms. Hansen

STATEMENT IN OPPOSITION WASHINGTON STATE BAR ASSOCIATION
Page 3 of 7 505 Madison Street
SEATTLE, WASHINGTON 98104

1 owed her client a duty of the utmost honesty and good faith. As
2 the Supreme Court recently stated: "The relationship between an
3 attorney and client is 'one of the strongest fiduciary relationships
4 known to law'" In re Sawyer, 98 Wn.2d 584, 586, 656 P.2d 503 (1983),
5 quoting In re Beakley, 6 Wn.2d 410, 423, 107 P.2d 1097 (1940). In
6 holding the funds she had received, Ms. Hansen was acting as a
7 fiduciary and could not remove any of those funds, not \$1, and
8 not \$8000, from her trust account without Mr. Ruano's authority.

9 Clearly Ms. Hansen had no such authority, in fact, Mr. Ruano
10 had told her directly not to take part of her claimed fees (the
11 interest amount) and indirectly not to take any fees until he
12 approved. Instead, she took her whole fee, including the interest
13 and including June billings Ruano had not seen. Hansen did not
14 even provide any contemporaneous written notice to her client of
15 the removal of his funds from her trust account. The first
16 written notice of the removal of the funds was provided to Mr.
17 Ruano on July 12, 1982.

18 The Supreme Court has taken a very strict view in dealing
19 with attorneys who remove "fees" from trust accounts. As the Court
20 stated in In re McMurray, 99 Wn.2d, 920, 927, P.2d (1983): "A
21 lawyer may not withdraw his fee from a client's funds until any
22 dispute as to the fee is resolved." The Court took a similar
23 approach in In re Sawyer, in which an attorney paid himself a fee
24 without informing the client and the Court said that the fee may
25 have been reasonable but this does not excuse respondent's method of
26 extracting it. In re Sawyer, 98 Wn.2d 584, 586, 656 P.2d 503 (1983).

27 ///

1 The hearing officer apparently is of the opinion that the
2 proper approach in dealing with disputes regarding fees is to
3 require the client to notify the attorney of the exact amount of the
4 dispute, otherwise the attorney is entitled to the money. This
5 approach is backwards. It ignores the principle that the funds are
6 the client's, not the attorney's. In addition, this analysis
7 ignores the requirements that a fiduciary relationship places upon
8 the attorney.

9 The Supreme Court has taken an opposite approach in dealing
10 with attorneys who take fees that they might not be entitled to.
11 For instance, in In re Kennedy, 80 Wn.2d 222, 492 P.2d 1364 (1972),
12 the Supreme Court suspended attorneys who, in part, obtained
13 settlement funds, paid themselves fees, and did not account for
14 the fee. The attorneys took the position that their contingent
15 fee had, by agreement, been increased from 33 1/3 to 50 per cent.
16 In response to this contention, the Washington State Supreme Court
17 made them repay the entire amount of fees into the King County
18 Superior Court clerk's trust account until that court determined
19 who was entitled to these fees or any part of them.

20 B. The Hearing Officer's Recommended Sanction Fails to
21 Recognize the Serious Nature of Respondent's Misconduct.

22 In making a recommendation with regard to Ms. Hansen's
23 misconduct with regard to Mr. Ruano's funds, the hearing officer
24 concluded that a letter of censure would be appropriate for the
25 misconduct which had occurred. This sanction is inadequate. The
26 hearing officer found that there was a dispute with regard to the
27 fee owed to Ms. Hansen. Op. p.11-12. DR 9-102(A) requires that

1 disputed fees remain in trust until the dispute is resolved.
2 Ms. Hansen failed to follow this rule and took her client's money
3 from the trust without authority.

4 The rule that Ms. Hansen violated is central to the attorney/
5 client relationship. DR 9-102(A)(2), is designed to ensure that
6 attorneys cannot take client funds that the client says that the
7 attorney is not entitled to. Requiring resolution of a dispute
8 before funds can be disbursed means that attorneys cannot say "I
9 have your money and so I am taking my fees. If you dispute the
10 amount you can sue me." Clients are guaranteed by the rule that
11 even if they have a question about their lawyer's fee, or are unsure
12 what it will be, they can, nonetheless, endorse a settlement draft
13 made out jointly to them and the lawyer without fear that the lawyer
14 can simply take whatever she wants from the proceeds. Unless this
15 rule is strictly enforced, a reasonable client will not give such
16 an endorsement without the creation of a new fiduciary, a third party
17 escrow, to protect the client from the lawyer.

18 The seriousness of Ms. Hansen's misconduct, is perhaps best
19 demonstrated by the Supreme Court's analysis in In re McMurray, supra.
20 In that case a lawyer withdrew his fee from a client's funds when
21 the fee was in dispute. The Court said: "Strictly, respondent's
22 dealings with the disputed \$250 [the fee] constitutes mishandling
23 of a client's trust funds. Unless mitigating circumstances are
24 shown, the appropriate sanction for such conduct is disbarment...."
25 99 Wn.2d at 929.

26 The sanction of a letter of censure is therefore inadequate.
27 The hearing officer found substantial mitigating factors including

1 respondent's relative inexperience, lack of improper motive and
2 a "difficult" client. Bar counsel's initial recommendation was for
3 a 30 day suspension for Ms. Hansen's trust account violations in-
4 volving both Mr. Ruano's and Ms. Charles' funds. (Since both in-
5 cidents of misconduct occurred in June and July, 1982, it seems
6 appropriate to have one sanction for both incidents.)

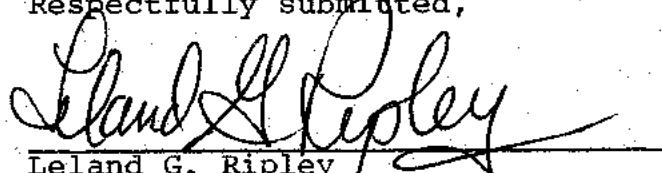
7 This recommended sanction takes account of the mitigating
8 factors involved in this proceeding as well as the serious nature
9 of Ms. Hansen's misconduct.

10 CONCLUSION

11 The Board should modify the hearing officer's recommendation
12 and recommend that respondent Emily K. Hansen be suspended from the
13 practice of law for 30 days.

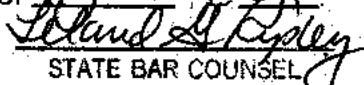
14 DATED this 12/1 day of January, 1984.

15 Respectfully submitted,

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17 Leland G. Ripley
18 State Bar Counsel

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20 CERTIFICATE OF SERVICE

21 I CERTIFY THAT I MAILED A COPY
22 OF THE FOREGOING Statement TO
23 Emily R Hansen, RESPONDENT/COUNSEL
24 FOR RESPONDENT AT Quadrangle Upper Units,
25 Brentwood, Wash. D.C.
CERTIFIED/FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 12/1 DAY OF Jan. 1984.


STATE BAR COUNSEL

LAW OFFICES

THOM, NAVONI, PIERSON, RYDER & MAJOR

A PROFESSIONAL SERVICE CORPORATION INCLUDING INDIVIDUAL CORPORATIONS

3737 BANK OF CALIFORNIA CENTER
SEATTLE, WASHINGTON 98164
TELEPHONE: 206 623-8433

DONALD L. NAVONI, P.S.
OF COUNSEL

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DALE L. KINGMAN
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GEORGE M. ORMSTON
JAMES W. PIERSON, P.S.
IRENE E. RYAN
STEPHEN P. RYDER, P.S.
SUSAN W. SCHOONMAKER, P.S.
PHILLIP L. THOM, P.S.

EXHIBIT NO. 4-51

June 29, 1982

Frank Ruano
FRANK RUANO & ASSOCIATES, INC.
16744 - 39th N.E.
Seattle, Washington 98133

Sidney Clinch
850 Somerset Lane
Edmonds, Washington 98020

Re: Frank Ruano & Associates, Inc. v. Enga
King County Cause No. 845423

Gentlemen:

Please be advised that, at long last, the funds in satisfaction of the above-referenced judgment have been received in my offices. I recommend that the three of us arrange a meeting for the purpose of disbursing these funds according to the agreement as between Frank, as former broker, and Sidney, as former agent, on this transaction and the written disbursement instructions previously submitted to me.

I will be out of the state from Wednesday, June 30, 1982,
through Tuesday, July 6, 1982, but am available after that
date for this meeting.

Very truly yours,

Emily R. Hansen

EXHIBIT NO. 4-40

ASSOCIATIONS
EXHIBIT NO. 3

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

RECEIVED
JAN 11 1984

W.S.B.A.

In re)
EMILY R. HANSEN,) REQUEST FOR ORAL ARGUMENT
An Attorney at Law.)
)
)

Pursuant to RLD 6.7(c), bar counsel requests oral argument before the Disciplinary Board during the Board's consideration of this matter.

Dated this 10th day of January, 1984.

Respectfully submitted,

Leland G. Ripley
State Bar Counsel

CERTIFICATE OF SERVICE

I CERTIFY THAT I MAILED A COPY
OF THE FOREGOING Request for Oral Arg. TO
Emily R. Hansen RESPONDENT/COUNSEL
FOR RESPONDENT AT U.S. Department of Justice, Washington, D.C. 20520
CERTIFIED FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 11th DAY OF January, 1984.

Leland G. Ripley
STATE BAR COUNSEL

REQUEST FOR ORAL
ARGUMENT

WASHINGTON STATE BAR ASSOCIATION
505 Madison Street
SEATTLE, WASHINGTON 98104
(206) 622-6026

American Embassy Ouagadougou
Department of State
Washington, D.C. 20520
January 27, 1984

Members of the Disciplinary Board
Washington State Bar Association
505 Madison Street
Seattle, WA 98104

RECEIVED
FEB 13 1984

Re: Bar Counsel Appeal
Matter of Emily R. Hansen

W.S.B.A.

Dear Sirs:

I wish to bring to the Disciplinary Board's attention for its special disposition the above-entitled matter. This proceeding, filed by Frank Ruano in February, 1983, has now been drawn out for over one year. I have fully cooperated with bar counsel, Leland G. Ripley, through an exhaustive investigation, deposition, and hearings during this time.

Early in the proceedings in this matter, both the lawyer who accompanied me to my deposition and I informed Mr. Ripley of my intention to take a leave of absence from my practice to join my husband, a member of the U.S. diplomatic corps in West Africa. He responded by promising the entire matter would be completed prior to my scheduled departure in September of 1983. Yet he neglected to file a formal complaint until mid-October and only set the hearing in November when I insisted on expediting the proceeding.

Now, after a complete airing of the affair before a thorough and thoughtful hearings examiner and after I have moved to Africa, he has filed a baseless appeal and requested yet another hearing in Seattle. Mr. Ripley is obviously aware that it is impossible for me to attend any oral argument of this matter, some 10,000 miles from my home, thus putting me at an unfair disadvantage.

Furthermore, the wording of his appeal as based on a mis-characterization of my actions is designed to lead the appellate tribunal to believe that the hearings examiner misunderstood the facts. Based on Mr. Ripley's challenge, one might even conclude the hearings officer ruled against the association. In fact, John N. Rupp, the hearings officer, did find improper behavior on my part; Mr. Ripley is simply miffed that the sanction imposed is not more damaging to my career despite his most vigorous efforts.

Bar counsel is well aware of the unusual emotional suffering and financial loss this affair has caused me. That he would attempt to prolong this vendetta at this late date makes me wonder if he hasn't adopted the vindictive attitude of my former client, so aptly described by Mr. Rupp as "that of Eumenides, a goddess whose specialty was vengeance."

Members of the Disciplinary Board
Washington State Bar Association
January 27, 1984
Page Two

On a technical basis, Mr. Ripley's appeal should be dismissed for the following reasons:

1. He has failed, pursuant to RLD 6.3(b), to file and mail to me his "Statement of Appeal," thus abandoning this appeal; and
2. His "Request for Oral Argument" was filed twenty-two (22) days, not twenty days as required by RLD 6.7(c), following the filing of "Notice of Appeal."

I urge the Disciplinary Board to bring this peculiar matter before it at its next regular meeting for dismissal of bar counsel's appeal, or, at a minimum, for denial of counsel's request for oral argument.

Thank you for your thoughtful consideration.

Very truly yours,



Emily R. Hansen

cc: Leland G. Ripley
State Bar Counsel

LEGAL DEPARTMENT

DIRECT LINE
(206) 622-6026



WASHINGTON STATE BAR ASSOCIATION
505 MADISON ST., SEATTLE, WASHINGTON 98104

ROBERT T. FARRELL
GENERAL COUNSEL

LELAND G. RIPLEY
SENIOR STAFF ATTORNEY

STAFF ATTORNEYS
ROBERT D. WELDEN
RHEA J. ROLFE
MARK W. MUENSTER
DEBORAH DOWD

MEMORANDUM

TO: Disciplinary Board
FROM: Leland G. Ripley, Senior Staff Attorney
DATE: February 13, 1984
RE: In re EMILY R. HANSEN

Enclosed for consideration at the February 24, 1984 meeting are the following:

1. Hearing Panel Officer's Findings
2. Notice of Appeal
3. Statement in Opposition
4. Respondent's Letter of January 27, 1984

Also included is the transcript of the hearing. Oral argument has been scheduled for 10:00 a.m. on February 24, 1984.

Enclosures

cc: Emily R. Hansen

LGR:gp

CERTIFICATE OF SERVICE

I CERTIFY THAT I MAILED A COPY
OF THE FOREGOING memo TO
Emily R. Hansen, RESPONDENT/COUNSEL
FOR RESPONDENT AT American Embassy,
CERTIFIED/FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 13th DAY OF Feb. 1984
Leland G. Ripley
STATE BAR COUNSEL

RECEIVED
FEB 15 1984

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

W.S.B.A.

In re)
EMILY R. HANSEN,) COUNTERSTATEMENT OF RESPONDENT
An Attorney at Law.)
)

PRELIMINARY STATEMENT

This disciplinary matter has now been pending one full year, during which time the Respondent has made immediate reply to all bar inquiries and formal pleadings. Bar Counsel has now filed an appeal of the Hearings Examiner's recommendation. Respondent objects to this appeal on the basis that it unfairly prejudices her ability to defend herself and to protect her career and livelihood. Bar Counsel is well aware, and has been for many months, that by now Respondent is in Africa with her husband. She has access to no legal texts, no reporters, no fellow lawyers to help her prepare, and none of her own files pertaining to this matter.

And it is not accurate to state that Mrs. Hansen brought these circumstances on herself. Ruano's claim was filed in February of 1983. No later than June, 1983, Mrs. Hansen advised Bar Counsel she would be joining her husband in Africa by fall. He assured her the matter would be resolved one way or the other long before then. Yet he did nothing to bring the matter to hearing until late October. Thus, Mrs. Hansen's plight is not of her making. As distasteful as receiving any sanction must be, Respondent cannot adequately defend an appeal. Thus she asks that the Board dismiss the appeal and adopt the Hearings Examiner's recommendations as written.

COUNTERSTATEMENT OF THE CASE

However, if the Board chooses to entertain this appeal, what precisely

COUNTERSTATEMENT OF RESPONDENT - 1

does Bar Counsel object to?: The severity of the sanction, and to that alone. The dispute between the Hearings Examiner and Counsel is based on differing philosophies of jurisprudence and punishment. Mr. Ripley has adopted the view of his "client", Mr. Ruano - vengeance is the goal, to be pursued "even if it cost him \$10,000.00" (Op.p. 13) The Examiner takes a broader, more enlightened view:

We are to look at three entities: the offending lawyer, other lawyers and the public. Punishment per se, is not the object, for punishment relates to the past, and our concern is with the future. (Op. p. 22)

The Hearings Examiner recognizes Mrs. Hansen is contrite and has learned from this experience. He recommends issuance of a censure. This assures that the rigid rules Bar Counsel states he is attempting to save from deterioration, (St. in Opp. p. 1), continue to be enforced, even in cases where the infraction is minor, based on inexperience and not due to moral turpitude. Indeed the Examiner finds Mrs. Hansen to have been "a sound lawyer and a truthful, honest person, who acted in good faith." (Op. p. 20, 22) Suspension would inordinately extend her suffering. Justice must consistently fit the "crime", but it must also be fair. Any sanction harsher than that recommended by the Hearings Examiner would be neither.

FACTS

With a few additional items, Bar Counsel's statement of the facts found by the Hearings Examiner would be acceptable. First, the only complaint presented by Ruano at the June 2 meeting which is germane to this proceeding is that he questioned the interest being charged on his four years' overdue bills. He did request complete time records; and Mrs. Hansen presented those available to her and offered more if he wanted them. Ruano did not take up the offer. (Op.p. 8)

Second, Bar Counsel states that no written notice of the withdrawal of funds was given to her client, Mr. Ruano, until fourteen days later. He fails to note that the Examiner found attempted notice by telephone the same day, and actual notice to Mrs. Ruano the next day. (Op. p. 6-7)

Third, Bar Counsel claims Mrs. Hansen had no specific authority from Ruano to claim her fees. On the contrary, the Hearings Examiner found an agreement to pay Smith's fees on an hourly basis and an acquiescence in the substitution of Hansen as the attorney under than agreement. Thus, the sole dispute raised by Ruano at the time the funds were withdrawn was to the interest charged. Examiner Rupp makes a specific finding of fact on this point (Op. p. 11) and concludes, at Op. p. 21, that Ruano had no other substantial objection and that Mrs. Hansen was warranted in her belief that there was no other dispute.

He also finds Mrs. Hansen was young and inexperienced (Op. p. 10) and concludes that her error was that of inexperience, "not of avarice or greed or sharp practice or malevolence of any kind." (Op. p. 22)

COUNTER-ARGUMENT

A. The Hearings Examiner Did Not Characterize Respondent's Handling of the Trust Account Funds as a Technical Violation.

Contrary to Bar Counsel's challenge here, the Hearings Examiner did not characterize the Respondent's actions in relation to the Ruano funds as a mere "technical" violation of the ethical rules concerning trust disbursements. (St. in Op. p. 3)

That reference by the Examiner was to the Charles charge, where Bar Counsel, after a painstaking examination of a full year of Respondent's trust account records, was able to discover one instance where Respondent failed to wait for a check to clear bank channels before issuing checks against it. (Op. p. 20) Though Bar Counsel has formally appealed both

decisions, his entire argument, save this one erroneous reference, refers to the Ruano matter.

B. The Hearings Examiner Did Not Erroneously Conclude as a Matter of Law That A Client Could Waive His Rights to Funds in a Trust Account.

The Board will search the Examiner's Opinion in vain for any such conclusion. Rather the Examiner finds Mr. Ruano agreed years earlier to pay an hourly rate, failed to object or pay despite monthly billings, and then first raised his arguments months after funds were paid (Op. p. 19-20), conveniently allowing Mrs. Hansen to labor diligently on his behalf in the interim.

C. The Hearings Examiner Did Not Conclude That An Attorney May Withdraw Funds In Dispute If the Client's Objection Is Not "Heated and Total."

Nowhere will the Board find this conclusion in the subject opinion. The Hearings Examiner found that Ruano had not disputed the hourly fees accrued until after they were paid. DR 9-102(A)(2) specifically permits the attorney's withdrawal of fees due and not disputed from trust.

D. The Hearings Examiner Correctly Characterizes Mrs. Hansen's Behavior as the Result of Inexperience, Not Malevolence of Any Kind, and Recommends A Sufficiently Harsh Sanction.

This brings the Board to the sole question really in dispute, the severity of the sanction to be imposed. Even Bar Counsel concedes "substantial mitigating factors including Respondent's relative inexperience, lack of improper motive and a 'difficult' client." Justice must be consistent, but it cannot be blind to circumstances.

Based on his decades of practice in the Washington Bar and his reputation as a scholar in ethical concerns, the Hearings Examiner, John N. Rupp, is well versed in the fiduciary status of attorneys in relation to their clients

and the authorities cited by Bar Counsel. He did not consider this proceeding as a simple matter involving the mishandling of trust funds, nor did he dismiss Respondent's conduct as a trivial matter. Rather he devoted considerable thought and twenty-three pages of an opinion to analyzing Respondent's actions based on the unusual circumstances presented. Contrary to the authorities cited by Counsel and as acknowledged by Mr. Rupp, this transaction did not involve any deliberate attempt to deprive Ruano of funds due him. (Op. p. 20)

E. Respondent Has Been Subjected to Unreasonable and Undue Hardships as a Result of this Complaint; No Further Sanction Is Warranted.

How much additional time and expense to the Association and to the Respondent must be expended before this Complaint of Mr. Ruano can finally be put to rest? Bar Counsel was afforded an opportunity during a full day's hearing in November to present his best evidence and his best arguments in an effort to secure a more severe sanction. Now that this adjudication is complete, it is time for the Association and this Board to pursue more serious complaints.

The recommended sanction of a letter of censure is more than ample penalty for the actions at issue here. During the past year, Respondent has sustained repeated attacks on her professional integrity and honesty and has been forced to expend dozens of otherwise productive hours and considerable sums of money defending herself. She has been the victim of Mr. Ruano's threats to take out newspaper space defaming her and her lawfirm. Even after Respondent's law partners prevailed on her to reimburse Ruano his full claim to avoid adverse publicity and conclude the controversy, Respondent was nevertheless forced to defend herself before the Bar Association just days before leaving Seattle to join her husband in Africa and in the midst of a trying litigation schedule. Respondent's husband, family, friends and associates can attest to her deep suffering and emotional strain, which have affected her professional and personal

life to this date. Respondent had anticipated a move to Africa and an adjustment to life overseas, but Bar Counsel insists on prolonging this painful and demoralizing affair.

If the Board sees fit to vary from the Hearings Examiner's recommendation, it should only be to lift all sanction based on Respondent's actions and the proceedings to date. As the Hearings Examiner noted,

Respondent just did not understand the Ruanos of this world. To her the case was over, and the fee which was billed was due. But to Ruano, the case was over, and now we negotiate about the fee. To her that was not good faith. To Ruano it was ordinary business. (Op. p. 12)

As Mr. Rupp acknowledged, no sanction is necessary to ring contrition from Mrs. Hansen. She has suffered through a painful ethical education, "the iron has entered her soul." (Op. p. 22) Her career and her professional life need be harmed no more.

DATED this 2nd day of February, 1984.

Respectfully submitted,



EMILY R. HANSEN
Respondent

RECEIVED

FEB 29 1984

1 BEFORE THE DISCIPLINARY BOARD
2 OF THE WASHINGTON STATE BAR ASSOCIATION

W.S.B.A.

3 In re)
4)
5 EMILY R. HANSEN,) ORDER ADOPTING
6 An Attorney at Law.) FINDINGS AND CONCLUSIONS
7) AND MODIFYING RECOMMENDATION
8)
9)
10)
11)
12)

This appeal by bar counsel of the Hearing Panel Officer's decision came before the Disciplinary Board at its February 24, 1984, meeting and the Board having considered the record in this matter as well as bar counsel's statement in opposition and respondent's counterstatement and being fully advised, it is hereby

ORDERED that the Hearing Panel Officer's findings and conclusions be adopted as submitted and it is further

ORDERED that the Hearing Panel Officer's recommendation is modified to provide that respondent receive a Letter of Censure for her mishandling of Frank Ruano's funds and that respondent receive an advisory letter for her withdrawing trust funds in the Charles case before the underlying check had cleared the banking process.

This change from a Letter of Censure to an advisory letter for withdrawing trust funds in the Charles case before the underlying check had cleared the banking process is necessary because, in the Board's opinion, this is a technical violation of the Code of Professional Responsibility not warranting the

/

/

1
imposition of a disciplinary sanction.

2
The vote on this matter was 9-1.

3
Dated this 29th day of February, 1984.

4
WASHINGTON STATE BAR ASSOCIATION

5
By Thomas J. Greenan

6
Thomas J. Greenan
7 Chairman
8 Disciplinary Board

9
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17
CERTIFICATE OF SERVICE

18
I CERTIFY THAT I MAILED A COPY
19
OF THE FOREGOING Order TO
20
Emily L. Dickey RESPONDENT
21
FOR RESPONDENT AT Am. Embassy, Ouaga, ouaga, ouaga
22
CERTIFIED FIRST CLASS MAIL, POSTAGE PREPAID,
23
ON THE 29th DAY OF Feb. 1984
24

25
26
27
Emily L. Dickey
STATE BAR COUNSEL

BEFORE THE DISCIPLINARY BOARD
OF THE WASHINGTON STATE BAR ASSOCIATION

In re

EMILY R. HANSEN,
An Attorney at Law.

} MOTION TO DISMISS COUNT IV
AND DISCIPLINARY BOARD'S
ORDER RELATING THERETO

COMES NOW Respondent, EMILY R. HANSEN, and moves the Disciplinary Board, pursuant to RLD 5.6, to dismiss Count IV herein and to strike that portion of the Board's order dated February 29, 1984, as it relates to the said Charles matter.

Dated this 12th day of March, 1984.

RECEIVED
MAR 22 1984

Emily R. Hansen
EMILY R. HANSEN
Respondent

W.S.B.A.

MOTION TO DISMISS COUNT IV
AND ORDER RELATING THERETO



WASHINGTON STATE BAR ASSOCIATION
505 MADISON ST., SEATTLE, WASHINGTON 98104

ROBERT T. FARRELL
GENERAL COUNSEL

LELAND G. RIPLEY
SENIOR STAFF ATTORNEY

STAFF ATTORNEYS
ROBERT D. WELDEN
RHEA J. ROLFE
MARK W. MUENSTER
DEBORAH DOWD

MEMORANDUM

TO: Disciplinary Board
 FROM: Leland G. Ripley, Senior Staff Attorney
 DATE: April 16, 1984
 RE: Disciplinary Proceedings - In re Emily R. Hansen

At the February 24, 1984, meeting the Board voted to modify the hearing panel officer's recommendation of two Letters of Censure to one Letter of Censure and an advisory letter.

Since RLD 5.6 provides that an advisory letter "shall not be issued when a complaint is dismissed following a hearing," Ms. Hansen has filed a motion to dismiss Count IV.

Since the rules do prohibit this advisory letter, bar counsel has no objection to this motion.

ATTACHED DOCUMENTS

1. Motion to Dismiss
2. Order Adopting Findings and Conclusions and Modifying Recommendation
3. Findings, Conclusions and Recommendation

EGR:gp

cc: Emily R. Hansen

CERTIFICATE OF SERVICE

I CERTIFY THAT I MAILED A COPY
 OF THE FOREGOING Memo TO
Emily Hansen, RESPONDENT/COUNSEL
 FOR RESPONDENT AT Washington Appellate
 CERTIFIED/FIRST CLASS MAIL, POSTAGE PREPAID,
 ON THE 16 DAY OF April 1984

Leland G. Ripley
STATE BAR COUNSEL

RECEIVED

MAY 2 1984

1 BEFORE THE DISCIPLINARY BOARD
2 OF THE WASHINGTON STATE BAR ASSOCIATION

W.S.B.A.

3 In re)

4 EMILY R. HANSEN,)

5 ORDER MODIFYING FEBRUARY 29,
6 1984 RECOMMENDATION AND
DISMISSING COUNT IV

An Attorney at Law.)

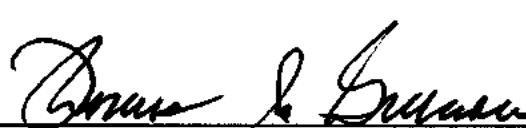
This matter came before the Disciplinary Board at its April 27, 1984 meeting upon respondent's motion to dismiss Count IV and to strike that part of the Board's order directing that she receive an advisory letter. The Board being convinced that the motion should be granted, it is hereby

ORDERED that the Board's order of February 29, 1984 be modified so that it is the Board's recommendation that Count IV, the Charles matter, be dismissed.

The vote on this matter was 10-0.

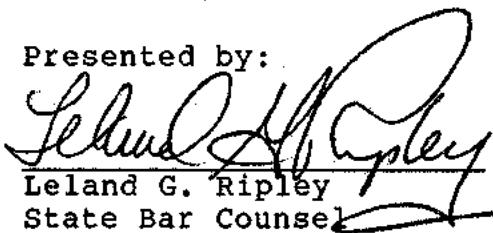
Dated this 2nd day of May, 1984.

WASHINGTON STATE BAR ASSOCIATION


Thomas Jerome Greenan, Chairman

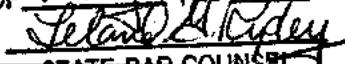
Disciplinary Board

Presented by:


Leland G. Ripley
State Bar Counsel

CERTIFICATE OF SERVICE

I CERTIFY THAT I MAILED A COPY
OF THE FOREGOING Order TO
Emily R. Hansen RESPONDENT/COUNSEL
FOR RESPONDENT AT American University
Washington, D.C.
CERTIFIED/FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 2nd DAY OF May 1984


STATE BAR COUNSEL

ORDER MODIFYING 2/29/84
RECOMMENDATION & DISMISSING
COUNT IV
WASHINGTON STATE BAR ASSOCIATION
505 Madison Street
Seattle, Washington 98104
(206) 622-6026

Washington, DC
20020

RECEIVED

1 BEFORE THE DISCIPLINARY BOARD
2 OF THE WASHINGTON STATE BAR ASSOCIATION MAY 3 1984

3 In re)

4 EMILY R. HANSEN,)

5 An Attorney at Law.)

) STATEMENT OF
COSTS AND EXPENSES

W.S.B.A.

6
7 The following are the costs and expenses claimed by the Bar
8 Association in connection with the above proceeding:

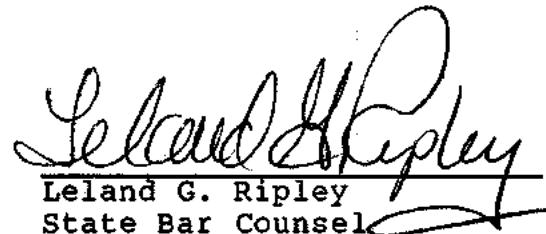
9 Court Reporter Appearance \$180.00

10 Attorney's fees (pursuant to
11 RLD 5.7) 350.00

12 Total \$530.00

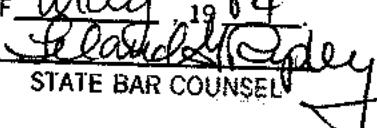
13 The chairperson of the Board is requested to enter an order
14 assessing costs against the respondent attorney in the above
15 amount.

16 Dated this 3rd day of May, 1984.


Leland G. Ripley
State Bar Counsel

20 **CERTIFICATE OF SERVICE**

21 I CERTIFY THAT I MAILED A COPY
22 OF THE FOREGOING Statement TO
Emily R Hansen, RESPONDENT/COUNSEL
23 FOR RESPONDENT AT Washington - Upper Volta
24 CERTIFIED FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 3rd DAY OF May ¹⁹84


STATE BAR COUNSEL

1 BEFORE THE DISCIPLINARY BOARD
2 OF THE WASHINGTON STATE BAR ASSOCIATION

RECEIVED
MAY 22 1984

3 In re

4 EMILY R. HANSEN,

5 An Attorney at Law.

6 ORDER

7 W.S.B.A.
8

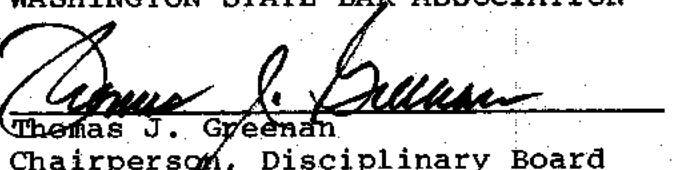
9 A decision of the Disciplinary Board recommending a Letter
10 of Censure was filed in this matter on May 2, 1984, and neither
11 the respondent nor state bar counsel has filed a timely appeal.

12 Now therefore,

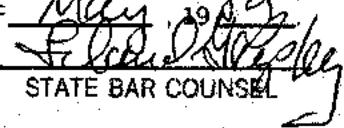
13 IT IS ORDERED that pursuant to RLD 6.7(g), the decision in
14 this matter is FINAL.

15 Dated this 22nd day of May, 1984.

16 WASHINGTON STATE BAR ASSOCIATION

17 
Thomas J. Greenan
Chairperson, Disciplinary Board

18
19 CERTIFICATE OF SERVICE

20 I CERTIFY THAT I MAILED A COPY
21 OF THE FOREGOING Order TO
Emily R. Hansen RESPONDENT/COUNSEL
22 FOR RESPONDENT AT American Embassy
Dept of State Annex, DC 20520
23 CERTIFIED/FIRST CLASS MAIL, POSTAGE PREPAID,
24 ON THE 25th DAY OF May 1984
25 
STATE BAR COUNSEL

26 ORDER

27 WASHINGTON STATE BAR ASSOCIATION
505 Madison Street
SEATTLE, WASHINGTON 98104

BEFORE THE DISCIPLINARY BOARD
OF THE WASHINGTON STATE BAR ASSOCIATION

In re)
)
 EMILY R. HANSEN,) RESPONDENT'S EXCEPTIONS TO STATEMENT
) OF COSTS AND EXPENSES
 An Attorney at Law.)
)
 _____)

COMES NOW the Respondent Attorney, EMILY R. HANSEN, and, pursuant to RLD 5.7(d)(2), files the following exceptions to the Association's Statement of Costs and Expenses:

1. The costs and expenses sought by the Association were neither reasonably nor necessarily incurred in this proceeding. RLD 5.7(b). Throughout this inquiry, Respondent Attorney was anxious to resolve this matter on a reasonable basis. Bar Counsel's insistence on a severe sanction, not warranted by the circumstances, necessitated the hearing and appeal herein.

2. Respondent has suffered a great deal over a matter which the hearings examiner and Disciplinary Board have found to warrant a letter of censure, not the shocking thirty days suspension persistently demanded by Bar Counsel over the past year and one-half. Respondent has paid dearly, both financially and emotionally, for this ordeal. As it falls with the discretion of the Board to assess costs in appropriate cases (RLD 5.7(a)), it is just that no further costs be imposed. RLD 5.7(g).

3. Bar Counsel has failed to timely file his Statement of Costs and Expenses, pursuant to RLD 5.7(d):

. . . when a decision of the Board imposing a sanction is served on the respondent lawyer after Board review, the Association shall have 10 days in which to file a statement of costs and expenses in the office of the Association.

The decision of the Board, entered in late February, 1984, was served by mail

Foreign Service Institute
1400 Key Boulevard
Arlington, VA 22209
June 4, 1984

Thomas Jerome Greenan
Chairperson, Disciplinary Board
Washington State Bar Association
505 Madison Street
Seattle, WA 98104

RECEIVED
JUN 11 1984

Re: In re Emily R. Hansen, An Attorney at Law
Order Denying Costs and Expenses

W.S.B.A.

Dear Mr. Greenan:

Enclosed find my Exceptions to Statement of Costs and Expenses in the above-captioned proceeding. This pleading is in response to the Statement prepared by Bar Counsel, which I received on May 30, 1984.

I also enclose a proposed order denying the assessment requested by Bar Counsel.

Very truly yours,



Emily R. Hansen

enclosures

cc: Leland G. Ripley
Senior Staff Attorney
Washington State Bar Association

BEFORE THE DISCIPLINARY BOARD
OF THE WASHINGTON STATE BAR ASSOCIATION

In re)
)
 EMILY R. HANSEN,) ORDER DENYING COSTS AND EXPENSES
)
 An Attorney at Law.)
)
)

The Association having filed its Statement of Costs and Expenses; Respondent Attorney having filed her Exceptions thereto; the Board having reviewed said pleadings and the records and files herein and finding it to be in the interest of justice to deny the assessment of costs and expenses against Respondent Attorney; it is hereby

ORDERED, ADJUDGED AND DECREED that the Association's request for an order assessing costs against the Respondent Attorney be and is hereby denied.

DATED this _____ day of June, 1984.

THOMAS JEROME GREENAN
Chairperson, Disciplinary Board
Washington State Bar Association

Presented by:



EMILY R. HANSEN
Respondent Attorney
Foreign Service Institute
1400 Key Boulevard
Arlington, VA 22209

RECEIVED
JUN 12 1984

1 BEFORE THE
2 DISCIPLINARY BOARD
3 OF THE
4 WASHINGTON STATE BAR ASSOCIATION

W.S.B.A.

In re)
5 EMILY R. HANSEN,) BAR COUNSEL'S RESPONSE TO
6 An Attorney at Law.) RESPONDENT'S EXCEPTIONS TO
STATEMENT OF COSTS AND
EXPENSES
7 _____)

8 FACTS

9 On February 29, 1984, a Disciplinary Board Order was signed
10 adopting the findings and conclusions and modifying the hearing
11 panel officer's recommendation. The Board recommended that
12 respondent receive a letter of censure and an advisory letter
13 for the violation found regarding Count IV. On March 22, 1984,
14 Ms. Hansen filed a Motion to Dismiss Count IV. This Motion was
15 heard at the April 27, 1984, meeting and the Board, by order
16 dated May 2, 1984 recommended dismissal of Count IV.

17 On May 3, 1984, the Association's Statement of Costs and
18 Expenses was filed. On May 22, 1984, an order declaring the
19 Board's decision to be final was signed.

20 ARGUMENT

21 1. The Statement of Costs and Expenses was Timely Filed.

22 RLD 5.7(d), provides for service of a statement of costs
23 and expenses within 10 days after a decision of the Board
24 imposing a sanction is served upon the respondent lawyer.

25 While the Board's initial decision was filed by order dated
26 February 29, 1984, Ms. Hansen moved to strike part of that
27 order and an order modifying that February 29, 1984, order was

1 signed on May 2, 1984. On that date there was a decision
2 imposing a sanction upon Ms. Hansen and thus a statement of
3 costs and expenses had to be filed within ten days of May 2,
4 1984. This time limit was met since the statement was filed on
May 3, 1984.

5 2. The Costs and Expenses Filed Against Ms. Hansen Are
6 Reasonable.

7 Bar counsel did file an appeal from the hearing panel
8 officer's decision based upon the argument that Ms. Hansen's
9 violation of the Code of Professional Responsibility required a
10 more severe sanction than the two Letters of Censure recommend-
11 ed by the hearing panel officer. The Disciplinary Board did
12 not agree.

13 Since bar counsel's appeal, while permitted by the rules,
14 was not successful, the Statement of Costs and Expenses in-
15 cluded only the cost of a court reporter, not the cost of the
16 transcript. Additionally, the attorney fee requested was the
17 minimum amount for a matter which becomes final without Board
18 review. RLD 5.7(c) states that these amounts "shall conclu-
19 sively be presumed reasonable."

20 The Chairman has authority to assess costs and expenses.
21 The costs and expenses requested are fair and reasonable and in

22 //

23 //

24 //

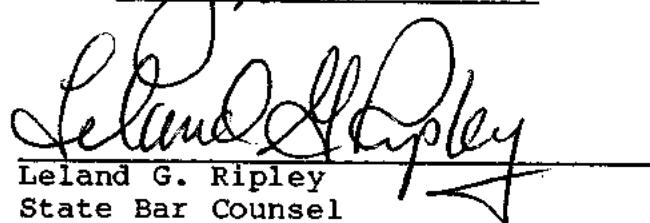
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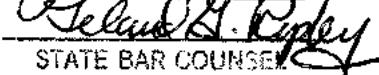
27 //

view of the fact that Ms. Hansen did violate the Code of Professional Responsibility, should be assessed against her.

DATED this 12th day of June, 1984.


Leland G. Ripley
State Bar Counsel

CERTIFICATE OF SERVICE

I CERTIFY THAT I MAILED A COPY
OF THE FOREGOING Response TO
Emily R. Hansen, RESPONDENT/COUNSEL,
FOR REMOVAL AT 1400 2nd Avenue
~~Seattle, Washington 98101~~
CERTIFIED FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 12th DAY OF June 1984

STATE BAR COUNSEL

LEGAL DEPARTMENT

DIRECT LINE
(206) 622-6026



WASHINGTON STATE BAR ASSOCIATION
505 MADISON ST., SEATTLE, WASHINGTON 98104

ROBERT T. FARRELL
GENERAL COUNSEL

LELAND G. RIPLEY
SENIOR STAFF ATTORNEY

STAFF ATTORNEYS
ROBERT D. WELDEN
RHEA J. ROLFE
MARK W. MUENSTER
DEBORAH DOWD

MEMORANDUM

TO: Thomas J. Greenan, Chairman
FROM: Leland G. Ripley, Senior Staff Attorney
DATE: June 11, 1984
SUBJECT: Statement of Costs and Expenses - Exceptions of Emily R. Hansen

Enclosed are copies of the materials from Ms. Hansen which were received while I was away from the office. I am also enclosing a copy of my response for your review.

cc: Emily R. Hansen

CERTIFICATE OF SERVICE

I CERTIFY THAT I MAILED A COPY
OF THE FOREGOING Memorandum TO
Emily R. Hansen, RESPONDENT/COUNSEL
FOR RESTAURANT AT 1402 Key Boulevard
CERTIFIED FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 21st DAY OF June, 1984.
Leland G. Ripley
STATE BAR COUNSEL



P 841442

WASHINGTON STATE BAR ASSOCIATION
505 MADISON ST., SEATTLE, WASHINGTON 98104

May 30, 1984

John N. Rupp
Attorney at Law
1600 Peoples National Bank Bldg.
Seattle, WA 98171

Re: In re Emily R. Hansen

Dear Mr. Rupp:

On behalf of the entire Disciplinary Board I wish to extend our thanks for expending the time and effort to act as hearing officer in the above case.

For your information, following entry of your findings and an appeal by state bar counsel to the Disciplinary Board, the Board modified your recommendation to provide that Ms. Hansen receive a single Letter of Censure for her handling of Frank Ruano's funds. This decision is of course not a criticism of the quality of your decision, but reflects the fact that the Board may frequently view a matter in a somewhat different light than an individual hearing officer.

Only through the assistance of voluntary hearing officers can a lawyer discipline system function as efficiently as it now does. You may properly be proud of your contribution to this system.

Sincerely,

A handwritten signature in cursive ink that appears to read "Thomas J. Greenan".
Thomas J. Greenan, Chairperson
Disciplinary Board

TJG:al

**WASHINGTON STATE BAR ASSOCIATION**

505 MADISON ST., SEATTLE, WASHINGTON 98104

(206) 622-6026

May 29, 1984

Ms. Emily R. Hansen
Attorney at Law
American Embassy
Ouagadougou Upper Volta
Department of State
Washington, D.C. 20520

Dear Ms. Hansen:

This LETTER OF CENSURE is being sent to you pursuant to Rule 5.5(a) of the Rules for Lawyer Discipline, and pursuant to the decision of the Disciplinary Board which became final on May 2, 1984.

As found by the Disciplinary Board, you represented Frank Ruano and obtained a judgment on his behalf. You obtained the funds to pay the judgment from the clerk of the court, and deposited these funds in your trust account. While you knew that Mr. Ruano disputed a portion of your fee, you removed the total amount of your fees from trust.

The foregoing conduct constitutes a violation of DR 9-102(A), which requires a lawyer to maintain funds in trust if a lawyer's right to these funds is disputed by the client, and merits this LETTER OF CENSURE. Your actions in this matter bring discredit upon yourself and the legal profession and show a disregard for the high traditions of honor expected from members of this profession.

NOW, THEREFORE, YOU ARE HEREBY CENSURED by the Board of Governors of the Washington State Bar Association for your acts and conduct above described. This censure will be made a part of your permanent record with the Washington State Bar Association, and will be considered along with other evidence in regard to any future complaints against you.

Your privilege to practice law in the State of Washington is based upon the finding that you are a person of good moral character, and upon your commitment to abide by the rules governing the conduct of members of the Bar. The Board of Governors expects all of your future conduct as a lawyer to be consistent

Ms. Emily R. Hansen
Page Two
May 29, 1984

with that finding as to your character and with a continuing commitment on your part to the letter and spirit of those rules.

WASHINGTON STATE BAR ASSOCIATION

By


Robert R. Redman
President

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BEFORE THE DISCIPLINARY BOARD
OF THE WASHINGTON STATE BAR ASSOCIATION

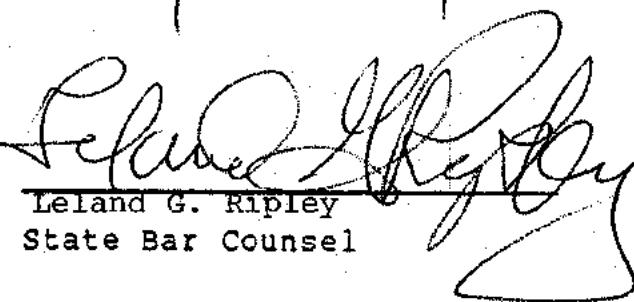
In re)
)
 EMILY R. HANSEN,) NOTICE OF DISCIPLINE
)
 An Attorney at Law.)
)
 _____)

PLEASE TAKE NOTICE that the above-named Washington State
attorney has been disciplined as follows:

Ordered to receive letter of censure, May 22, 1984.

A copy of the decision imposing discipline is enclosed.
This notice is provided pursuant to provisions of the Washington
Rules for Lawyer Discipline (RLD).

DATED this 29 day of May, 1984


Leland G. Ripley
State Bar Counsel

cc: () Supreme Court of Washington
 () U.S. District Court, W.D. Washington
 () U.S. District Court, E.D. Washington
 () U.S. Court of Appeals, Ninth Circuit
 () Other jurisdictions where attorney admitted:

NOTICE OF DISCIPLINE

WASHINGTON STATE BAR ASSOCIATION
505 Madison Street
SEATTLE, WASHINGTON 98104



WASHINGTON STATE BAR ASSOCIATION

505 MADISON ST., SEATTLE, WASHINGTON 98104

ROBERT T. FARRELL
GENERAL COUNSEL

LELAND G. RIPLEY
SENIOR STAFF ATTORNEY

May 29, 1984

STAFF ATTORNEYS
ROBERT D. WELDEN
RHEA J. ROLFE
MARK W. MUENSTER
DEBORAH DOWD

Mr. Frank Ruano
16744 39th Avenue N.E.
Seattle, WA 98155

Re: Your complaint against attorney Emily R. Hansen

Dear Mr. Ruano:

As you know, following the investigation of your complaint against attorney Emily R. Hansen, a formal complaint was filed by this office charging her with professional misconduct.

As you also know a disciplinary hearing was held on November 1, 1983. As a result of that hearing the hearing panel officer filed Findings, Conclusions and a Recommendation that Ms. Hansen receive two Letters of Censure.

Bar counsel filed an appeal from this recommendation arguing that Ms. Hansen should receive a thirty day suspension for her mishandling of client funds. This appeal was considered by the Disciplinary Board and they voted to issue Ms. Hansen one Letter of Censure for her conduct in handling your funds.

A Letter of Censure is a formal finding of misconduct which becomes part of an attorney's permanent record with the Association, where it will be considered in the event of any future complaints.

Thank you for bringing this problem to our attention, and assisting us in fulfilling our duty to discipline attorneys who have been guilty of significant professional misconduct.

Yours truly,

Leland G. Ripley
Senior Staff Attorney

LGR:al

RECEIVED
JUN 21 1984

W.S.B.A.

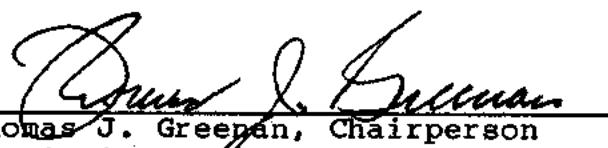
1 BEFORE THE
2 DISCIPLINARY BOARD
3 OF THE
4 WASHINGTON STATE BAR ASSOCIATION

In re)
5 EMILY R. HANSEN,) ORDER ASSESSING COSTS
6 An Attorney at Law.) AND EXPENSES
7 _____)

The Association having filed its Statement of Costs and Expenses herein on May 3, 1984 and having served the statement on the respondent effective May 6, 1984, and the time for filing exceptions thereto pursuant to RLD 5.7(b)(2) having expired, it is hereby ORDERED

That cost and expenses are assessed against respondent Emily R. Hansen in the amount of \$530.00.

DATED this 21st day of June, 1984.


Thomas J. Greenan, Chairperson
Disciplinary Board

CERTIFICATE OF SERVICE

I CERTIFY THAT I MAILED A COPY
OF THE FOREGOING Order TO
Emily R Hansen, RESPONDENT/COUNSEL
FOR RESPONDENT AT 1400 Key Blvd,
CERTIFIED FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 22nd DAY OF June 1984.
Delano D. Cidley
STATE BAR COUNSEL

BEFORE THE DISCIPLINARY BOARD
OF THE WASHINGTON STATE BAR ASSOCIATION

In re)
)
EMILY R. HANSEN,) RESPONDENT'S REQUEST FOR
) REVIEW OF ORDER ASSESSING
An Attorney at Law.) COSTS AND EXPENSES
)
)

COMES NOW the Respondent Attorney, EMILY R. HANSEN, and, pursuant to RLD 5.7(e)(1), requests review by the Disciplinary Board of that order dated June 21, 1984, assessing costs and expenses against Respondent. This request is based on the pleadings previously filed in this proceeding on the grounds that an assessment of costs is contrary to the interest of justice and that the assessed costs and expenses were neither reasonably nor necessarily incurred.

Based on the foregoing, the Disciplinary Board of the Washington State Bar Association is respectfully urged to enter an order modifying the order of June 21, 1984, by denying said assessment.

Dated this 27th day of June, 1984.



EMILY R. HANSEN
Respondent Attorney

Talleyrand Building
American Embassy Paris
APO New York 09777

RESPONDENT'S REQUEST FOR REVIEW
OF ORDER ASSESSING COSTS

BEFORE THE DISCIPLINARY BOARD
OF THE WASHINGTON STATE BAR ASSOCIATION

In re)
)
EMILY R. HANSEN,) ORDER MODIFYING ORDER
) ASSESSING COSTS AND
An Attorney at Law.) EXPENSES
)

An order having been entered on June 21, 1984, assessing costs and expenses against Respondent Attorney; Respondent having requested review of said order by the Disciplinary Board; the Board having reviewed said pleadings and the records and files herein and finding it to be in the interest of justice to deny the assessment of costs and expenses against Respondent Attorney; it is hereby

ORDERED, ADJUDGED AND DECREED that the order of June 21, 1984, assessing costs in the amount of \$530.00 against Respondent Attorney be and the same is hereby reversed; it is further

ORDERED, ADJUDGED AND DECREED that no costs nor expenses be assessed against Respondent Emily R. Hansen.

DATED this _____ day of _____, 1984.

WASHINGTON STATE BAR ASSOCIATION

Thomas J. Greenan, Chairperson
Disciplinary Board

RECEIVED
JUL 2 1984

W.S.B.A.

Talleyrand Building
American Embassy Paris
APO New York 09777

Disciplinary Board
Washington State Bar Association
505 Madison Street
Seattle, WA 98104

Re: In re Emily R. Hansen, An Attorney at Law
Request for Review of Order Assessing Costs

Dear Members of the Disciplinary Board:

Enclosed please find Respondent's Request for Review by the Disciplinary Board of the Order Assessing Costs and Expenses in this proceeding. I also enclose a proposed order modifying said order of June 21, 1984, to deny the assessment of these costs.

Very truly yours,



Emily R. Hansen

enclosures

cc: Leland G. Ripley
Senior Staff Attorney
Washington State Bar Association

LEGAL DEPARTMENT

DIRECT LINE
(206) 622-6026



OPEN
P 84 1448

WASHINGTON STATE BAR ASSOCIATION
505 MADISON ST., SEATTLE, WASHINGTON 98104

ROBERT T. FARRELL
GENERAL COUNSEL

LELAND G. RIPLEY
SENIOR STAFF ATTORNEY

MEMORANDUM

STAFF ATTORNEYS
ROBERT D. WELDEN
RHEA J. ROLFE
MARK W. MUENSTER
DEBORAH DOWD

TO: The Disciplinary Board
FROM: Leland G. Ripley, Senior Staff Attorney *JR*
DATE: July 3, 1984
SUBJECT: Protest of Assessment of Costs and Expenses - In re
Emily R. Hansen

Pursuant to RLD 5.7(e)(1), Ms. Hansen has requested Board of Review of the attached Order Assessing Costs and Expenses. Bar counsel recommends affirming the Chairman's order for the reasons set out in the June 12, 1984, response.

ATTACHED DOCUMENTS

1. Order Assessing Costs and Expenses.
2. Respondent's Request for Review with attachments.
3. Bar counsel's Response, dated June 12, 1984.

cc: Emily R. Hansen

RECEIVED
JUN 21 1984

1 BEFORE THE
2 DISCIPLINARY BOARD
3 OF THE
4 WASHINGTON STATE BAR ASSOCIATION

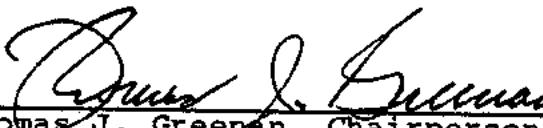
W.S.B.A.

5 In re)
6 EMILY R. HANSEN,) ORDER ASSESSING COSTS
7 An Attorney at Law.) AND EXPENSES
8 _____)
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12

The Association having filed its Statement of Costs and Expenses herein on May 3, 1984 and having served the statement on the respondent effective May 6, 1984, and the time for filing exceptions thereto pursuant to RLD 5.7(b)(2) having expired, it is hereby ORDERED

That cost and expenses are assessed against respondent Emily R. Hansen in the amount of \$530.00.

DATED this 21st day of June, 1984.


Thomas J. Greenan, Chairperson
Disciplinary Board

CERTIFICATE OF SERVICE

I CERTIFY THAT I MAILED A COPY
22 OF THE FOREGOING Order TO
23 Emily R Hansen RESPONDENT/COUNSEL
24 FOR RESPONDENT AT 1400 Key Blvd,
25 CERTIFIED FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 22nd DAY OF June 1984
26 STATE BAR COUNSEL
Stephen A. Cipley

RECEIVED
JUL 2 1984

W.S.B.A.

Talleyrand Building
American Embassy Paris
APO New York 09777

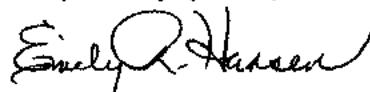
Disciplinary Board
Washington State Bar Association
505 Madison Street
Seattle, WA 98104

Re: In re Emily R. Hansen, An Attorney at Law
Request for Review of Order Assessing Costs

Dear Members of the Disciplinary Board:

Enclosed please find Respondent's Request for Review by the Disciplinary Board of the Order Assessing Costs and Expenses in this proceeding. I also enclose a proposed order modifying said order of June 21, 1984, to deny the assessment of these costs.

Very truly yours,



Emily R. Hansen

enclosures

cc: Leland G. Ripley
Senior Staff Attorney
Washington State Bar Association

BEFORE THE DISCIPLINARY BOARD
OF THE WASHINGTON STATE BAR ASSOCIATION

In re)
)
EMILY R. HANSEN,) RESPONDENT'S REQUEST FOR
) REVIEW OF ORDER ASSESSING
An Attorney at Law.) COSTS AND EXPENSES
)
)

COMES NOW the Respondent Attorney, EMILY R. HANSEN, and, pursuant to RLD 5.7(e)(1), requests review by the Disciplinary Board of that order dated June 21, 1984, assessing costs and expenses against Respondent. This request is based on the pleadings previously filed in this proceeding on the grounds that an assessment of costs is contrary to the interest of justice and that the assessed costs and expenses were neither reasonably nor necessarily incurred.

Based on the foregoing, the Disciplinary Board of the Washington State Bar Association is respectfully urged to enter an order modifying the order of June 21, 1984, by denying said assessment.

Dated this 27th day of June, 1984.



EMILY R. HANSEN
Respondent Attorney

Talleyrand Building
American Embassy Paris
APO New York 09777

RESPONDENT'S REQUEST FOR REVIEW
OF ORDER ASSESSING COSTS

BEFORE THE DISCIPLINARY BOARD
OF THE WASHINGTON STATE BAR ASSOCIATION

In re)
)
EMILY R. HANSEN,) RESPONDENT'S EXCEPTIONS TO STATEMENT
) OF COSTS AND EXPENSES
An Attorney at Law.)
)
)

COMES NOW the Respondent Attorney, EMILY R. HANSEN, and, pursuant to RLD 5.7(d)(2), files the following exceptions to the Association's Statement of Costs and Expenses:

1. The costs and expenses sought by the Association were neither reasonably nor necessarily incurred in this proceeding. RLD 5.7(b). Throughout this inquiry, Respondent Attorney was anxious to resolve this matter on a reasonable basis. Bar Counsel's insistence on a severe sanction, not warranted by the circumstances, necessitated the hearing and appeal herein.

2. Respondent has suffered a great deal over a matter which the hearings examiner and Disciplinary Board have found to warrant a letter of censure, not the shocking thirty days suspension persistently demanded by Bar Counsel over the past year and one-half. Respondent has paid dearly, both financially and emotionally, for this ordeal. As it falls with the discretion of the Board to assess costs in appropriate cases (RLD 5.7(a)), it is just that no further costs be imposed. RLD 5.7(g).

3. Bar Counsel has failed to timely file his Statement of Costs and Expenses, pursuant to RLD 5.7(d):

. . . when a decision of the Board imposing a sanction is served on the respondent lawyer after Board review, the Association shall have 10 days in which to file a statement of costs and expenses in the office of the Association.

The decision of the Board, entered in late February, 1984, was served by mail
RESPONDENT'S EXCEPTIONS - 1

in West Africa upon the Respondent in early March, 1984. Bar Counsel failed to file the requisite Statement of Costs and Expenses with the Association until May 3, 1984, (received by Respondent on May 30, 1984), more than sixty days following the service of the Board's decision on Respondent, well beyond the rule's ten day limit. Therefore, no assessment of costs is available to the Association.

Based upon the foregoing, the Chairperson of the Board is respectfully urged to enter an order denying the assessment of any costs against Respondent.

Dated this 4th day of June, 1984.



EMILY R. HANSEN
Respondent Attorney

Until June 29, 1984:

Foreign Service Institute
1400 Key Boulevard
Arlington, VA 22209

After June 29, 1984:

American Embassy Paris
APO New York, New York 09777

BEFORE THE DISCIPLINARY BOARD
OF THE WASHINGTON STATE BAR ASSOCIATION

In re)
)
EMILY R. HANSEN,) ORDER MODIFYING ORDER
) ASSESSING COSTS AND
An Attorney at Law.) EXPENSES
)
_____)

An order having been entered on June 21, 1984, assessing costs and expenses against Respondent Attorney; Respondent having requested review of said order by the Disciplinary Board; the Board having reviewed said pleadings and the records and files herein and finding it to be in the interest of justice to deny the assessment of costs and expenses against Respondent Attorney; it is hereby

ORDERED, ADJUDGED AND DECREED that the order of June 21, 1984, assessing costs in the amount of \$530.00 against Respondent Attorney be and the same is hereby reversed; it is further

ORDERED, ADJUDGED AND DECREED that no costs nor expenses be assessed against Respondent Emily R. Hansen.

DATED this _____ day of _____, 1984.

WASHINGTON STATE BAR ASSOCIATION

Thomas J. Greenan, Chairperson
Disciplinary Board

ORDER MODIFYING ORDER
ASSESSING COSTS AND EXPENSES

RECEIVED

JUN 12 1984

1 BEFORE THE
2 DISCIPLINARY BOARD
3 OF THE
4 WASHINGTON STATE BAR ASSOCIATION

W.S.B.A.

5 In re)
6 EMILY R. HANSEN,) BAR COUNSEL'S RESPONSE TO
7 An Attorney at Law.) RESPONDENT'S EXCEPTIONS TO
STATEMENT OF COSTS AND
EXPENSES

)

8 FACTS

9 On February 29, 1984, a Disciplinary Board Order was signed
10 adopting the findings and conclusions and modifying the hearing
11 panel officer's recommendation. The Board recommended that
12 respondent receive a letter of censure and an advisory letter
13 for the violation found regarding Count IV. On March 22, 1984,
14 Ms. Hansen filed a Motion to Dismiss Count IV. This Motion was
15 heard at the April 27, 1984, meeting and the Board, by order
16 dated May 2, 1984 recommended dismissal of Count IV.

17 On May 3, 1984, the Association's Statement of Costs and
18 Expenses was filed. On May 22, 1984, an order declaring the
19 Board's decision to be final was signed.

20 ARGUMENT

21 1. The Statement of Costs and Expenses was Timely Filed.

22 RLD 5.7(d), provides for service of a statement of costs
23 and expenses within 10 days after a decision of the Board
24 imposing a sanction is served upon the respondent lawyer.

25 While the Board's initial decision was filed by order dated
26 February 29, 1984, Ms. Hansen moved to strike part of that
27 order and an order modifying that February 29, 1984, order was

1 signed on May 2, 1984. On that date there was a decision
2 imposing a sanction upon Ms. Hansen and thus a statement of
3 costs and expenses had to be filed within ten days of May 2,
4 1984. This time limit was met since the statement was filed on
May 3, 1984.

5 2. The Costs and Expenses Filed Against Ms. Hansen Are
6 Reasonable.

7 Bar counsel did file an appeal from the hearing panel
8 officer's decision based upon the argument that Ms. Hansen's
9 violation of the Code of Professional Responsibility required a
10 more severe sanction than the two Letters of Censure recommend-
11 ed by the hearing panel officer. The Disciplinary Board did
12 not agree.

13 Since bar counsel's appeal, while permitted by the rules,
14 was not successful, the Statement of Costs and Expenses in-
15 cluded only the cost of a court reporter, not the cost of the
16 transcript. Additionally, the attorney fee requested was the
17 minimum amount for a matter which becomes final without Board
18 review. RLD 5.7(c) states that these amounts "shall conclu-
19 sively be presumed reasonable."

20 The Chairman has authority to assess costs and expenses.
21 The costs and expenses requested are fair and reasonable and in

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view of the fact that Ms. Hansen did violate the Code of Professional Responsibility, should be assessed against her.

DATED this 12/7 day of June, 1984.

Leland G. Ripley
State Bar Counsel

CERTIFICATE OF SERVICE

I CERTIFY THAT I MAILED A COPY
OF THE FOREGOING Response TO
Emily R. Hansen RESPONDENT/COUNSEL
FOR RECD. BY MAIL AT 1105 Madison Street
~~certified~~ FIRST CLASS MAIL, POSTAGE PREPAID,
ON THE 12/8 DAY OF June 1984
STATE BAR COUNSEL Leland G. Ripley

SAL DEPARTMENT

DIRECT LINE
(206) 622-6026



P 84/448

WASHINGTON STATE BAR ASSOCIATION
505 MADISON ST., SEATTLE, WASHINGTON 98104

ROBERT T. FARRELL
GENERAL COUNSEL

LELAND G. RIPLEY
SENIOR STAFF ATTORNEY

July 3, 1984

STAFF ATTORNEYS
ROBERT D. WELDEN
RHEA J. ROLFE
MARK W. MUENSTER
DEBORAH DOWD

Ms. Emily R. Hansen
Attorney at Law
Foreign Service Institute
1400 Key Blvd.
Arlington, VA. 22209

Re: Request for Review

Dear Ms. Hansen:

The Disciplinary Board will meet on September 12, 1984.
Your request will be on their agenda.

Yours truly,

Leland G. Ripley
Senior Staff Attorney

LGR:cms

LEGAL DEPARTMENT

DIRECT LINE
(206) 622-6026



WASHINGTON STATE BAR ASSOCIATION
505 MADISON ST., SEATTLE, WASHINGTON 98104

ROBERT T. FARRELL
GENERAL COUNSEL

LELAND G. RIPLEY
SENIOR STAFF ATTORNEY

June 22, 1984

STAFF ATTORNEYS
ROBERT D. WELDEN
RHEA J. ROLFE
MARK W. MUENSTER
DEBORAH DOWD

Ms. Emily R. Hansen
Foreign Service Institute
1400 Key Boulevard
Arlington, Virginia 22209

P 84/448
Re: Costs

Dear Ms. Hansen:

Enclosed is a copy of the Order Assessing Costs and Expenses against you.

RLD 5.7(h) provides for the payment of costs within thirty days after the assessment becomes final. That rule also provides, when written proof of inability to pay is submitted, for a periodic payment plan.

Please let me know your intentions regarding payment of these costs.

Yours truly,

Leland G. Ripley
Senior Staff Attorney

LGR:cms
Enclosure

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF KING

In re the Matter of:

DENNY DOUGLAS TITUS,

NO. 16-2-07873-7 SEA

An Alleged Vulnerable Adult,

**RESPONSE OF ALLEGED
VULNERABLE ADULT AND
MOTION TO DISMISS**

vs.

ROBERT WILLIAM CRAWFORD,

Respondent.

COMES NOW, D. Douglas Titus, by and through his attorneys of record, Kameron L. Kirkevold and Helsell Fetterman LLP, and submits this Response of Alleged Vulnerable Adult and Motion to Dismiss:

I. RELIEF REQUESTED

Respondent, D. Douglas Titus, seeks immediate dismissal of this matter pursuant to RCW 74.34.135, because Mr. Titus did not file this action, has full legal capacity to make his own decisions, and he does not wish for the protection sought to be imposed in this matter.

II. FACTS

Mr. Titus possesses legal capacity to make his own decisions with regard to his person and his estate. Filed contemporaneously herewith is a declaration of Mr. Titus' long time personal

ORIGINAL

**RESPONSE AND MOTION
TO DISMISS - 1**

HESELL
FETTERMAN
Helsell Fetterman LLP
1001 Fourth Avenue, Suite 4200
Seattle, WA 98154-1154
206.292.1144 WWW.HESELL.COM

1 physician, Dr. Peter Shalit. Dr. Shalit has been Mr. Titus' personal physician for more than 25
2 years. He last saw Mr. Titus on April 18, 2016. In his declaration he explains that Mr. Titus
3 has had some recent medical issues involving his heart, and that on March 31, 2016, Mr. Titus
4 underwent a double intraluminal coronary artery stent procedure that was very successful. Dr.
5 Shalit states that at no time has Mr. Titus been unable to direct his own care or otherwise
6 suffered from cognitive deficits that would render him unable to make his own decisions with
7 regard to his person or estate. Dr. Shalit explains that Mr. Titus has not suffered as stroke, as is
8 alleged in the petition in this matter, and that Mr. Titus is "of sound mind." Dr. Shalit notes
9 that during his recent medical difficulties, Mr. Titus had "inappropriately expressed issues with
10 certain members of his medical support team." Dr. Shalit clearly does not see this as an
11 indication of Mr. Titus incapacity or vulnerability.

12 Also filed herewith is the Declaration of George Bakan, who is a longtime friend of Mr.
13 Titus, and who introduced Mr. Titus to Mr. Crawford. Mr. Bakan indicates that he regularly
14 visits with Mr. Titus, and has done so throughout the past six months. He states that Mr. Titus
15 has in the past, and continues to perform complicated legal work for Mr. Bakan and his
16 newspaper. Even over the past few months when Mr. Titus has been experiencing medical
17 difficulties, according to Mr. Bakan, Mr. Titus has been performing "complex legal matters."
18 Mr. Bakan, does not "know of any remotely valid reason why DSHS is trying to appoint a
19 guardian..."

20 Clearly, the friends and doctors who know Mr. Titus best see no valid reason to doubt
21 his decisional making capacity.

22 **III. LEGAL AUTHORITY**

23 "When a petition for protection under RCW 74.34.110 is filed by someone other than
24 the vulnerable adult or the vulnerable adult's gull guardian over either the person or the estate,
25

1 or both, and the vulnerable adult for whom protection is sought advises the court at the hearing
2 that he or she does not want all or part of the protection sought in the petition, then the court
3 may dismiss the petition or the provisions that the vulnerable adult objects to and any
4 protection order issued under RCW 74.34.120 or 74.34.130..." RCW 74.34.135 (1). The court
5 shall hold an evidentiary hearing and take evidence and accept testimony at the hearing on the
6 question of whether the vulnerable adult is capable of protecting his or her own estate and
7 person. RCW 74.34.135 (2) and (3). The standard of proof for proving whether the alleged
8 vulnerable adult is a vulnerable adult in a case contested by the alleged vulnerable adult is
9 clear, cogent, and convincing evidence. *In re Knight*, 178 Wn. App. 929, 937, 317 P.3d 1068
10 (2014). "If the court determines that the vulnerable adult is capable of protecting his or her
11 person or estate in connection with the issues raised in the petition, and the individual continues
12 to object to the protection order, **the court shall dismiss the order** or may modify the order if
13 agreed to by the vulnerable adult." RCW 74.34.135 (4) (emphasis added).

14 Here, the petitioner has the burden of proving by clear, cogent, and convincing
15 evidence that Mr. Titus is not capable of protecting his person or estate. The petitioner has
16 failed to present evidence sufficient to meet this high burden of proof. The petitioner relies
17 only upon minimal in person interactions with Mr. Titus and partial medical records during a
18 short period of time where Mr. Titus was having significant medical issues related to his heart.
19 There have not been records presented indicating any long term cognitive deficits or dementia.
20 While, as the respondent, Mr. Titus is not required to present any evidence given that it is the
21 petitioner's burden of proof, he has submitted substantial evidence supporting the fact that he is
22 capable of protecting his own person and estate. Testimony of his long time doctor, and
23 longtime friends clearly indicates that he is functioning at a high level, including his ongoing
24 practice of complex areas of law. Furthermore, his testimony at the hearing will support his
25

1 ability to care for himself and make his own decisions. The petitioner has failed to demonstrate
2 by clear, cogent, and convincing evidence that Mr. Titus needs protection, and therefore this
3 matter must be dismissed.

4 **IV. CONCLUSION**

5 For the reasons described above, and in the supporting declarations filed herewith, Mr.
6 Titus asks this court to dismiss the current Vulnerable Adult Protective Action.

7 DATED this 29 day of April, 2016.

8 HELSELL FETTERMAN LLP

10 By Kameron L. Kirkevold
11 Kameron L. Kirkevold, WSBA 40829
12 Attorneys for Denny Douglas Titus

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RESPONSE AND MOTION
TO DISMISS - 4

HELSSELL
FETTERMAN
Helsell Fetterman LLP
1001 Fourth Avenue, Suite 4200
Seattle, WA 98154-1154
206.292.1144 WWW.HESELL.COM



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6
7 SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

8)
9 In RE:) No. 16-2-07873-7 SEA
10)
11 STATE OF WASHINGTON) DECLARATION OF
12 ON BEHALF OF D. DOUGLAS TITUS) DR. PETER SHALIT, M.D.
13 v.)
14 ROBERT WILLIAM CRAWFORD)
15 State of Washington)
16 County of King) : ss
17
18 I, Peter Shalit, M.D., PhD., under penalty of perjury and under the laws of the State of
19 Washington, declare and state:
20
21 1) My name is Peter Shalit. I am a 1985 graduate of the University of Washington School
22 of Medicine and completed residency training in Internal Medicine at the University of
23 Washington in 1989. I received my PhD. in Genetics from the University of Washington
24 as well. I am Board Certified Physician by the American Board of Internal Medicine and
25 am Clinical Professor of Medicine at the University of Washington School of Medicine. I
practice Internal Medicine at 901 Boren Ave #850, Seattle, WA 98104.
26
27 2) I have been the Primary Physician of D. Douglas Titus for over twenty-five years. I last
28 saw him April 18, 2016. On March 31st, 2016, Mr. Titus underwent a double
29 intraluminal coronary artery stent procedure, initiated by balloon angioplasty. The

1 procedure is now relatively routine and depending on the patient's circumstances and
2 complications, if any, generally considered a low-risk procedure. The results of Mr.
3 Titus' procedure appear to be exceptionally positive. He indicates his recovery was
4 nearly immediate, and he reports enhanced clarity of mind, considerable gains in energy,
5 respiration, and digestion.

6

7 3) The following facts relate to the attempts by DSHS to appoint a guardian, and are in
8 response to allegations and representation made in the request for appointment of
9 guardian, and other documents which allege abuse of Mr. Titus, and his alleged
10 incapacity:

11

12 A) Mr. Titus has never had a stroke, and to my knowledge there are no medical records
13 to support the department's (DSHS) allegations that he has had a stroke.

14

15 B) Mr. Titus has not been incapacitated from a stroke to my knowledge, because he has
16 never had one based on my direct knowledge of his care and medical records.

17

18 C) It is my opinion Mr. Titus is presently of sound mind. This was confirmed by a Mini-
19 Mental-State exam performed on his most recent visit. I am not aware of any
20 impairments or medical records to suggest that he was not of sound mind on
21 September 19th, 2015.

22

23 D) It is my opinion Mr. Titus is capable of caring for himself, and he indicates that he
24 commutes to work and practices law daily.

25

26 E) Mr. Titus indicates that he has no caregivers, and it is my opinion that he does not
27 need caregivers.

1 F) Mr. Titus has consistently indicated that Robert Crawford has done an outstanding
2 job looking after his interests in every respect.

3
4 G) I have interacted with Robert Crawford in relation to Mr. Titus' care and care plan,
5 and have found Mr. Crawford to be concerned and involved in careful and thoughtful
6 collaborative planning with Mr. Titus' care plan and entire medical team.

7
8 H) I have first-hand knowledge that Mr. Crawford has negotiated on more than one
9 occasion with medical professionals on Mr. Titus' care team to re-establish care for
10 Mr. Titus after Mr. Titus had inappropriately expressed issues with certain members
11 of his medical support team. Mr. Titus believes he would not be alive if not for the
12 intervention and support of Mr. Crawford.

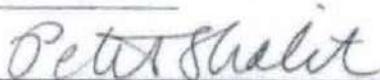
13
14 I) Mr. Titus has repeatedly expressed to me that the department's (DSHS) intervention
15 in his life and Mr. Crawford's has been his single greatest source of stress, and is
16 causing considerable harm in his life. He states that senior staff of the department
17 have repeatedly refused to interview him after several written and verbal requests,
18 and they refuse to look at evidence that would have addressed the departments
19 allegations. Mr. Titus states there is considerable evidence that the department
20 (DSHS) has retaliatory motives, as Mr. Titus and Mr. Crawford have worked with the
21 state legislature to reform DSHS.

22
23 This statement is made under the penalties of perjury of the State of

24 Washington

25 Dated: 21 April 2016

26 Place of Signing: Seattle, WA

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28 
29 DR. PETER SHALIT, M.D., PhD

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FILED
KING COUNTY, WASHINGTON

OCT 30 2009

KNT
SUPERIOR COURT CLERK

IN THE SUPERIOR COURT FOR KING COUNTY
FOR THE STATE OF WASHINGTON

RONALD B. SMITH, an individual; and USA
NATIONAL KARATE DO FEDERATION
OF VIRGINIA, a nonprofit corporation,

No. 09-2-39896-8 SEA

SUMMONS

Plaintiffs,

v.

EMILY HANSEN and JOHN DOE HANSEN,
individually, and as the marital community
composed thereof,

Defendants.

TO: EMILY HANSEN, an individual,
AND TO: JOHN DOE HANSEN, an individual.

A lawsuit has been started against you in the above-entitled Court by Plaintiffs.

Plaintiffs' claim is stated in writing in the written complaint, a copy of which is served
upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your
defense in writing, and by serving a copy upon the person signing this summons within twenty
(20) days after the service of this summons, excluding the day of service, or a default judgment
may be entered against you without notice. A default judgment is one where plaintiffs are

SUMMONS - 1

PARKER LAW FIRM, PLLC.
2110 NORTH PACIFIC STREET #100
SEATTLE, WA 98103
(206) 632-2815
(206) 632-7510 FAX

1 entitled to what has been asked for because you have not responded. If you serve a notice of
2 appearance on the undersigned person, you are entitled to notice before a default judgment may
3 be entered.

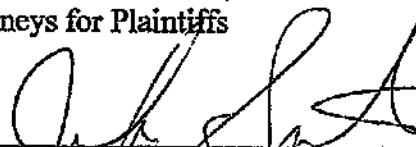
4 If not previously filed, you may demand that the plaintiffs file this lawsuit with the Court.
5 If you do so, the demand must be in writing and must be served upon the person signing this
6 summons. Within fourteen (14) days after you serve the demand, the plaintiffs must file this
7 lawsuit with the Court, or the service on you of this summons and complaint will be void.

8 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
9 that your written response, if any, may be served on time.

10 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
11 State of Washington.

12 DATED this 20th day of October 2009.

13
14 PARKER LAW FIRM, PLLC
15 Attorneys for Plaintiffs

16 By: 

17 Jennifer M. Smitsovich
WSBA No. 37062

1
2 **FILED**
3 KING COUNTY, WASHINGTON
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5 OCT 30 2009
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7 KNT
8 SUPERIOR COURT CLERK
9

10 IN THE SUPERIOR COURT FOR KING COUNTY
11 FOR THE STATE OF WASHINGTON

12 RONALD B. SMITH, an individual; and USA
13 NATIONAL KARATE DO FEDERATION
14 OF VIRGINIA, a nonprofit corporation,

15 No. 09-2-39896-8 SEA

16 COMPLAINT

17 Plaintiffs,

18 v.

19 EMILY HANSEN and JOHN DOE HANSEN,
20 individually, and as the marital community
21 composed thereof,

22 Defendants.

23 COMES NOW Plaintiffs herein by and through their undersigned attorneys of record and
24 for cause of action against Defendants hereby asserts as follows:

25 I. PARTIES

26 1.1 At all material times hereto, Plaintiff Ronald B. Smith was a resident of Virginia
27 Beach, Virginia, maintaining his principle place of abode in said jurisdiction.

28 1.2 At all material times hereto, Plaintiff USA National Karate-do Federation of
29 Virginia was a nonprofit corporation operating under the laws of the Commonwealth of Virginia.

30 COMPLAINT - 1

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(206) 632-2815
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1 1.3 At all material times hereto, Defendant Emily Hansen in her own right is an
2 attorney duly licensed to practice law in the State of Washington and was practicing law in King
3 County, Washington.

4 1.4 Upon information and belief, at all material times hereto Defendant John Doe
5 Hansen was an individual residing in King County, Washington. Upon information and belief,
6 Emily Hansen was married to John Doe Hansen at all material times hereto. The acts and
7 omissions alleged herein were committed on behalf of Emily Hansen individually and/or on and
8 for the benefit of the marital community composed of Emily Hansen and John Doe Hansen.

II. JURISDICTION AND VENUE

11 2.1 The causes of action alleged herein arise out of allegations of legal
12 malpractice/negligence. The Superior Courts of the State of Washington have subject matter
13 jurisdiction over the causes of action alleged herein.

14 2.2 The acts and omissions alleged herein occurred in King County, Washington and
15 Defendant's place of business and operations are located in King County, Washington.
16 Therefore, venue is appropriate in the Superior Court of King County, Washington.

III. FACTS

18 3.1 Emily Hansen (hereinafter “attorney Hansen”) entered into an attorney-client
19 relationship with Plaintiffs Ronald B. Smith and the USA National Karate-do Federation of
20 Virginia (hereinafter “USA-NKF of VA”).

22 3.2 Plaintiffs retained attorney Hansen to provide legal representation of Plaintiffs in
23 their lawsuit to confirm an arbitration award and inspect corporate records of the USA National
24 Karate-do Federation, Inc. (hereinafter "the Federation") (*Smith, et. al. v. USA National Karate-*
25 *do Federation, Inc., et. al.*, King County Cause No. 06-2-22689-5). Attorney Hansen also

COMPLAINT - 2

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1 represented Plaintiffs in a derivative action against the Federation and members of its Board of
2 Directors. *Smith, et al. v. Thiry, et. ux*, King County Case No. 06-2-33274-1).

3 3.3 The Federation is the National Governing Body (NGB) for the sport of Karate
4 and is recognized as such by the United States Olympic Committee. Plaintiff Ronald Smith was
5 a former member of the Federation.

6 3.4 Upon information and belief, Claimants Ronald Smith, Terrence Hill, Ernest
7 Dennis, the USA National Karate-do Federation of Virginia, the World Champion Tokey Hill
8 Karate Inc., and the Golden Sun Dojo, Inc. brought a claim against the USA National Karate-do
9 Federation, Inc. stemming from the Federation's failure to communicate necessary information
10 to the Federation's members regarding its Bylaws and the propriety of amendments thereto. The
11 matter was set for arbitration in front of Robert C. Mussehl.

13 3.5 On or around June 6, 2006, arbitrator Mussehl found that the Federation violated
14 the Ted Stephens Act's mandate to adequately keep the membership informed of policy matters.
15 The arbitrator awarded the claimants \$34,562.50 in attorney's fees, costs, filing fees,
16 reimbursement costs and travel expenses.

17 3.6 On or around July 13, 2006, Defendant Hansen filed a cause of action in King
18 County Superior Court on behalf of Plaintiff Smith and USA-NKF of VA to confirm the
19 arbitration award and enter a judgment against the Federation.

21 3.7 On or around October 17, 2006, Defendant Hansen filed a separate cause of
22 action in King County Superior Court on behalf of Plaintiffs Smith and USA-NKF of VA. This
23 complaint was a derivative action and a complaint for an accounting and breach of fiduciary
24 duty; the complaint named as Defendants the Federation and approximately twenty-six
25 additional individual members and board of directors and their spouses.

1 3.12 On or around October 24, 2006, Defendant Hansen petitioned the court for an
2 emergency temporary restraining order ("TRO") against the Federation and the other named
3 defendants seeking to prevent any computer data or file from being removed from King County
4 or the State of Washington. Even though the Honorable Michael Fox was the presiding judge
5 over the litigation, Defendant Hansen petitioned the *ex parte* Commissioner Prochnau to grant
6 the TRO. Defendant Hansen failed to notify or serve any of the defendants with the temporary
7 restraining order prior to seeking such relief. As a condition of the Honorable Prochnau's
8 granting of this TRO, she required Plaintiffs Smith and/or the USA-NKF of VA to post a bond of
9 \$30,000, which they did on October 27, 2006.
10

11 3.13 The Defendant members of the Federation filed an opposition to this restraining
12 order once they became aware of it. On or around November 3, 2006, the Honorable Judge
13 Michael Fox issued an order quashing the restraining order. As part of the ruling, Judge Fox
14 stated:

15 Now, there are some things that have occurred in this case that are very
16 disturbing. First, Ms. Hansen, as counsel for the plaintiffs, knew that some of the
parties were represented by counsel...

17 Nevertheless, she obtained this temporary restraining order without any notice
18 whatsoever to those counsel, or to the parties against whom this injunctive relief
would be obtained...

19 There is no good excuse for the failure to give notice here. I am dissolving the
20 temporary restraining order immediately. The bond issued on the temporary
restricting order will stay in place. It is not exonerated. I am awarding \$3,000 in
21 terms to the defendants against the bond...

22 The defendants may move for a further award of sanctions as for attorneys' fees
23 against the bond...

24 This type of tactic is not accepted in the practice of law in this jurisdiction, and
it's certainly not tolerated in this Court. Ms. Hansen, I don't know where—if you
25

1 have ever done this before, but *this type of conduct is unethical and it's*
2 *outrageous.* I will sign an order to that effect (Emphasis Added).

3 3.14 Because Defendant Hansen obtained an *ex parte* restraining order without notice
4 to any of the defendants who were represented by counsel, Plaintiffs Smith and USA-NKF of
5 VA incurred \$3,000 in sanctions against a bond they paid to post for the TRO. In addition, at a
6 later court date, Judge Fox sanctioned Plaintiffs Smith and USA-NKF of VA \$7,000 for the
7 defendants' attorney's fees. Plaintiffs Smith and USA-NKF of VA had to pay \$10,000 in
8 sanctions to the defendants due to Defendant Hansen's "unethical" and "outrageous" tactic of
9 obtaining an *ex parte* TRO without notice to any of the defendants or their counsel.

10 3.15 In addition to Defendant Hansen's breach of the standard of care in obtaining an
11 *ex parte* TRO without notice to any party and having the court sanction her clients for her
12 mistake, Defendant Hansen filed a derivative action on behalf of Plaintiffs against the
13 Federation, a cause of action specifically disallowed in Washington.

14 3.16 The Federation is a nonprofit organization run by volunteers. Defendant Hansen
15 filed a cause of action against the Federation and its board of directors and members, many of
16 whom were dismissed from that action, based on the theory that the Federation was liable for
17 alleged losses due to the breach of fiduciary duty and self-dealing of certain board members and
18 executives, namely Defendant Julius Thiry. Thus, Defendant Hansen brought a derivative action
19 against a nonprofit corporation on behalf of the membership of the Federation, for the benefit of
20 the Federation. Washington law specifically disallows such derivative actions against nonprofit
21 corporations.

23 3.17 The Washington Nonprofit Corporation Act, RCW 24.03 *et. seq.*, which governs
24 nonprofit corporations, does not create a cause of action for a member of a nonprofit to sue on
25

1 behalf of that nonprofit. In 2003, this exact issue was decided in the Division I Court of Appeals
2 in *Lundbeg ex. rel. Orient Found. v. Coleman*, 115 Wn. App. 172, 60 P.3d 595 (2003). In
3 *Lundberg*, the court held that an individual director of a nonprofit does not have standing to
4 bring a derivative suit on behalf of the nonprofit corporation.

5 3.18 By contrast to RCW 24.03, the Model Nonprofit Corporation Act confers
6 standing to bring derivative lawsuits on members of nonprofit corporations. The fact that the
7 Washington legislature specifically declined to adopt such a right when enacting RCW 24.03 is
8 indicative of the legislature's intent to expressly forbid a member from bringing a derivative
9 action against a nonprofit.
10

11 3.19 Defendant Hansen failed to understand, disregarded or was unaware of RCW
12 24.03 and *Lundberg* when she filed the derivative action on behalf of Plaintiffs Smith and USA-
13 NKF of VA against the Federation. Plaintiffs Smith and USA-NKF of VA would never have
14 prevailed in their litigation against the Federation due to the fact that they lacked standing to
15 bring the suit. Thus, Plaintiffs incurred the expense of attorney's fees, expert fees and
16 accounting fees in the pursuit of futile litigation.
17

18 3.20 As an attorney, Defendant Hansen has the duty to investigate each cause of action
19 prior to filing a complaint. Here, Defendant Hansen failed to understand that RCW 24.03
20 specifically declines to confer standing on a member of a nonprofit to bring a derivative action.
21 Defendant Hansen was clearly unaware of *Lundberg* when she filed the lawsuit against the
22 Federation. Defendant Hansen continued to represent Plaintiffs in this litigation and incurred
23 extensive attorney's fees. Attorney Hansen commissioned experts and accountants through this
24 impermissible litigation, either paid for by Plaintiffs Smith and/or USA-NKF of VA, or for
25 which Plaintiffs are still liable.
26

1 3.22 The Court entered an order allowing Attorney Hansen to withdraw from this
2 litigation on or around October 29, 2007. Thereafter, Plaintiffs Smith and/or USA-NKF incurred
3 the expense of replacement counsel to continue the litigation, which was ultimately dismissed by
4 stipulation on October 8, 2008. Plaintiffs' replacement counsel was forced to dismiss this action
5 once it recognized that no such derivative lawsuit is allowed in Washington. Plaintiffs would not
6 have incurred these attorney's fees had Defendant Hansen understood that the litigation would
7 not be successful and not filed it.

8 3.22 As a direct and proximate consequence of attorney Hansen's failure to act in
9 accordance with the standard of care required by attorneys in Washington State, in failing to
10 follow the proper civil procedures for obtaining a TRO and in not understanding the laws related
11 to nonprofit corporations, Plaintiffs Smith and USA-NKF of VA have incurred the expense of
12 \$10,000 in sanctions, attorney's fees, expert fees and accountant fees they would not have
13 incurred had Defendant Hansen not filed the derivate action.

15

16 **IV. CAUSES OF ACTION**

17 4.1 Negligence

18 4.1.1 Plaintiff reasserts the allegations as previously set forth herein.

19 4.1.2 Defendant Emily Hansen formed an attorney-client relationship with
20 Plaintiffs Ronald Smith and USA-National Karate-do Foundation of Virginia for the purpose of
21 representing them in a derivative action against

22 4.1.3 Defendants breached the duty of care by failing to follow the proper civil
23 procedures for obtaining a TRO and in failing to understand the laws related to nonprofit
24 corporations. resulting in the court sanctioning Plaintiffs for the impermissible TRO and

I Plaintiffs incurring attorney's fees, costs and expert fees in prosecuting a frivolous action.

4.1.4 As a direct and proximate result of Defendants' failures in this regard,

³ Plaintiffs incurred sanctions, attorney's fees, expert fees and costs.

4 4.1.5 Plaintiffs have been damaged in an amount to be proved at the time of trial
5 as a direct and proximate result of Defendants' aforementioned breaches of duty.

V. PRAYER FOR RELIEF

9 WHEREFORE having set forth their claims against Defendants, Plaintiffs prays for relief
10 as follows:

DATED this 26th day of October 2009.

PARKER LAW FIRM, PLLC

By

Jennifer M. Smitrovich WSBA # 37062
Attorney for Plaintiffs

FILED

1 03 OCT 17 AM 9:48
2 KING COUNTY
3 SUPERIOR COURT CLERK
4 SEATTLE, WA.

6 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
7 FOR KING COUNTY

8 CLARICE E. COKER, an unmarried individual, 030-2-38170-5SEA
9 vs.

10 Plaintiff,

SUMMONS (20 DAY)

11 vs. MICHAEL J. FOX

12 EMILY R. HANSEN d/b/a THE LAW
13 OFFICES OF EMILY R. HANSEN and JOHN
14 DOE HANSEN, her husband, and the
15 marital community comprised thereof,

Defendants.

16 TO THE DEFENDANTS:

17 A lawsuit has been started against you in the above-entitled Court
18 by Plaintiff above-named. Plaintiff's claim is stated in the written Complaint, a
19 copy of which is served upon you with this Summons.

20 In order to defend against this lawsuit, you must respond to the Complaint
21 by stating your defense in writing, and serve a copy upon the undersigned
22 attorney for the Plaintiff within 20 days after the service of this Summons, if
23 served upon you within the State of Washington (or within 60 days after said
24 service, if served upon you outside the State of Washington), excluding the day

1 of service, or a Default Judgment may be entered against you without notice. A
2 Default Judgment is one where Plaintiff is entitled to what he asks for because
3 you have not responded. If you serve a Notice of Appearance on the undersigned
4 attorney, you are entitled to notice before a Default Judgment may be entered.

5

6 You may demand that the Plaintiff file this lawsuit with the Court. If you
7 do so, the demand must be in writing and must be served upon the undersigned
8 attorney for the Plaintiff at the address below stated. Within 14 days after you
9 serve the demand, the Plaintiff must file this lawsuit with the Court, or the service
10 on you of this Summons and Complaint will be void.

11

12 If you wish to seek the advice of an attorney in this matter, you should do
13 so promptly so that your written request, if any, may be served on time.

14

15 This Summons is issued pursuant to Rule 4 of the Superior Court Civil
16 Rules of the State of Washington.

17

18 DATED this 17 day of October, 2003.

19

20

FUNKE, PS

21

Mark K. Funke

22

By: Mark K. Funke
WSBA #32885
Attorney for Plaintiff

23

24

25

Funke, PS
2110 North Pacific Street, Suite 100
Seattle, Washington 98103
P: 206-632-1535

FILED

03 OCT 17 AM 9:48

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

8

CLARICE E. COKER, an unmarried person,

9

Plaintiff,

10

vs.

11

EMILY R. HANSEN d/b/a THE LAW
OFFICES OF EMILY R. HANSEN and JOHN
DOE HANSEN, her husband, and the
marital community comprised thereof,

12

Defendants.

13

14

I. Parties

15

16

1.1 Plaintiff

17

18

Plaintiff CLARICE E. COKER is an unmarried person residing in the City of
Seattle, King County, Washington.

19

20

1.2 Defendants

21

22

23

24

25

Defendant EMILY R. HANSEN d/b/a THE LAW OFFICES OF EMILY R.
HANSEN ("HANSEN") is, upon information and belief, believed to be a married
woman and a resident of King County, Washington; whose husband's true name
is unknown to plaintiff. All of defendant Hansen's actions and inactions were
done for and on behalf of her marital community.

03 -2 -38170- 5SEA

MICHAEL J. FOX

VERIFIED COMPLAINT FOR
CONSUMER PROTECTION ACT
VIOLATIONS, BREACH OF
FIDUCIARY DUTY, SLANDER OF
TITLE, RESTRAINT OF
FORECLOSURE & DAMAGES
(PUNITIVE & COMPENSATORY)

1 **1.3 Defendant's Profession**

2 Defendant Hansen at all times relevant to this suit is an attorney licensed
3 to practice law in the State of Washington and maintains her office in Seattle,
4 Washington.

5 **1.4 Defendant's Law Practice**

6 The Law Offices of Emily R. Hansen are a sole proprietorship wholly owned
7 by Emily R. Hansen.

8 **II. JURISDICTION AND VENUE**

9 **2.1 Jurisdiction & Venue**

10 The above entitled Court has jurisdiction over the parties and subject
11 matter of this action, and venue is proper in the King County Superior Court, as
12 defendant represented plaintiff in King County; the majority of the wrongs
13 complained of herein took place in King County; defendant's law practice is
14 located in Seattle and Plaintiff resides in Seattle.

15 **III. FACTS**

16 3.1 On or about June 16, 2000 Clarice Coker's home, located at 58
17 East Boston Street, Seattle, was sold through foreclosure.

18 3.2 Clarice Coker hired defendant Hansen to provide legal services, and
19 among other relief, to attempt to re-obtain title to Ms. Coker's home.

20 3.3 On or about July 11, 2000, Clarice Coker and defendant Hansen
21 entered into an "Advance Fee Agreement & Promissory Note" which provided,
22 among other terms, that Hansen would bill Clarice Coker hourly for her legal
23 services at the rate of \$175.00/hour.

24 3.4 After filing suit a mediation took place in November 2000; the
25 parties settled their disputes and it was agreed that Clarice Coker's home would

1 be returned to her.

2 3.5 On or about January 5, 2001, Clarice Coker and defendant Hansen
3 entered into an "Amendment to Advance Fee Agreement & Promissory Note."
4 (Hereinafter "Amended Fee Agreement").

5 3.6 On or about January 5, 2001, Clarice Coker signed a Deed of Trust
6 (hereinafter "Deed of Trust") to secure defendant's legal fees; the Deed of Trust
7 granted security in Clarice Coker's home located at 58 Boston Street, Seattle.

8 3.7 Clarice Coker was not given an opportunity to consult independent
9 counsel prior to signing the Amended Fee Agreement or the Deed of Trust.

10 3.8 Clarice Coker was not advised by defendant Hansen as to the legal
11 effect of a second deed of trust.

12 3.9 The Amended Fee Agreement granted defendant Hansen the ability
13 to pay \$30,000.00 of her fees out of escrow on the refinance of Clarice Coker's
14 home.

15 3.10 The Amended Fee Agreement informed Clarice Coker that Hansen
16 would record a Deed of Trust against her property.

17 3.11 Hansen was in fact paid \$30,000.00 out of Escrow on the
18 refinance of Clarice Coker's home.

19 3.12 The remaining balance of Hansen's legal fees was in fact secured
20 by the Deed of Trust.

21 3.13 The Deed of Trust was recorded on or about January 31, 2001 in
22 King County.

23 3.14 Hansen signed as Beneficiary *pro se* a Notice of Default for the
24 Deed of Trust on or about September 1, 2003 (Hereinafter "Notice of Default").

25 3.15 Clarice Coker received the Notice of Default via registered return

1 receipt mail shortly thereafter.

2 3.16 Clarice Coker has over \$150,000.00 of equity in her home.

3 3.17 Defendant Hansen charged over 40,000.00 dollars for interest
4 charges and legal services provided to Clarice Coker.

5 3.18 Clarice Coker disputes the amount owed to defendant Hansen.

6 3.19 Clarice Coker now files this Complaint alleging a violation of
7 Washington's Consumer Protection Act, Breach of Fiduciary Duty, Slander of
8 Title, Restraint of Foreclosure and Damages, both punitive and compensatory.

9 **IV. FIRST CAUSE OF ACTION**

10 **VIOLATION OF THE CONSUMER PROTECTION ACT (RCW 19.86)**

11 4.1 Plaintiffs repeat and reallege all above paragraphs as though set
12 forth herein at length.

13 4.2 Hansen is and, at all time relevant herein, was engaged in the trade
14 and profession of practicing law in King County, State of Washington.

15 4.3 Beginning in July 2000, and continuing thereafter, Hansen engaged
16 in unfair and deceptive acts or practices in the entrepreneurial aspect of the
17 practice of law in her business dealings with plaintiff.

18 4.4 Specifically, Hansen renegotiated her fee agreement after a
19 substantial portion of the legal representation had been completed. The fee
20 agreement was altered to allow Ms. Hansen a lump sum payment of \$30,000.00
21 out of escrow and to acquire a Deed of Trust recorded against her client's home.

22 4.5 Hansen acquired an interest adverse to her client by recording a
23 Deed of Trust for payment of legal fees; Hansen continued this adverse position
24 by initiating a non-judicial foreclosure of Clarice Coker's home.

25 4.6 Hansen's non-judicial foreclosure proceedings threatens to resolve

- 1 an attorney-client fee dispute outside the purview of the courts and threatens to
- 2 extinguish a substantial amount of equity in Clarice Coker's home.

3 4.7 Hansen acquired an interest adverse to her client by altering the fee
4 agreement and paying herself \$30,000.00 out of escrow.

5 4.8 Defendant Hansen's actions resulted in her taking a proprietary
6 interest in the outcome of her client's litigation.

7 4.9 Hansen's legal fees were excessive and not reasonable.

8 4.10 The conduct of Hansen was part of a deceptive and unfair billing
9 practice in violation of RCW 19.86.020 *et seq.*

10 4.11 As a direct and proximate result of Hansen's unfair and deceptive
11 acts and practices, plaintiff Clarice Coker has been damaged in an amount to be
12 proven at the time of trial.

13 4.12 Plaintiff seeks a Restraint of Foreclosure in accordance with RCW
14 61.24.130 because of Hansen's Consumer Protection Act violations.

V. SECOND CAUSE OF ACTION

BREACH OF FIDUCIARY DUTY

17 5.1 Plaintiffs repeat and reallege all above paragraphs as though set
18 forth herein at length.

19 5.2 Defendant Hansen, as Clarice Coker's attorney owed her a fiduciary
20 duty of the highest kind.

21 5.3 This duty was breached when, among other actions, Hansen
22 charged an excessive fee; altered her fee agreement during the course of
23 representation; convinced her client to sign a deed of trust; had herself paid
24 \$30,000.00 out of escrow; started the foreclosure process against Clarice Coker
25 by mailing a Notice of Default.

1 5.4 As a direct and proximate result of Hansen's breach of fiduciary
2 duties, plaintiff Clarice Coker has been damaged in an amount to be proven at the
3 time of trial.

4 5.5 Plaintiff seeks a Restraint of Foreclosure in accordance with RCW
5 61.24.130 because of Hansen's breach of fiduciary duty.

VI. THIRD CAUSE OF ACTION

SLANDER OF TITLE

8 6.1 Plaintiffs repeat and reallege all above paragraphs as though set
9 forth herein at length.

10 6.2 Hansen's act of recording the Deed of Trust constitutes a Slander of
11 Title on Clarice Coker's property for which Ms. Coker is entitled to damages and
12 attorney's fees.

13 6.3 Hansen's act of mailing or having mailed for her the Notice of
14 Default constitutes a slander of Ms. Coker's title for which Ms. Coker is entitled
15 to damages and attorney's fees.

16 6.4 Plaintiff seeks a Restraint of Foreclosure in accordance with RCW
17 61.24.130 because of Hansen's slander of title.

VII. PRAYER FOR RELIEF

WHEREFORE, having stated its allegations, plaintiff now requests from the Court the following relief:

- 21 A. The Court should grant a Restraint of Foreclosure in accordance
22 with RCW 61.24.130;

23 B. That the Deed of Trust be declared void and defendant Hansen be
24 deemed to have no right, title, or interest - either equitable or legal -
25 in Clarice Coker's home located at 58 East Boston Street;

- 1 C. A judgment for all damages caused plaintiff Clarice Coker as a direct
2 and proximate result of the defendant Hansen's actions in an
3 amount to be proven at trial;
- 4 D. A judgment for reasonable attorney's fees and costs pursuant to
5 RCW 19.86.090 as a result of Hansen's violation of RCW 19.86,
6 which if this matter is uncontested would be \$3000.00; and more if
7 contested;
- 8 E. A judgment for PUNITIVE DAMAGES up to the maximum amount of
9 \$10,000 as allowed by RCW 19.86.090, to be determined by the
10 Court;
- 11 F. A judgment for reasonable attorney's fees and costs pursuant to
12 *Rorvig v. Douglas*, 123 Wn.2d 854, 873 P.2d 492 (1994), which if
13 this matter is uncontested would be \$3000.00; and more if
14 contested;
- 15 G. A judgment for Statutory Attorney's fees for plaintiff pursuant to
16 RCW 4.84.080;
- 17 H. A judgment for costs for plaintiff pursuant to RCW 4.84.010 and
18 RCW 4.84.030;
- 19 I. For an order prohibiting defendant Hansen from engaging in further
20 unfair and deceptive acts or practices similar to those engaged in
21 during the course of the underlying action;
- 22 J. For leave to amend this Complaint to present such further evidence
23 and reasons which may become apparent;

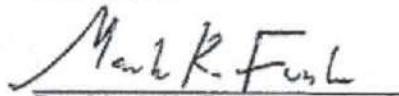
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25 //

1 K. For such other relief as the Court deems just, legal or equitable,
2 including recovery of plaintiff's fees and costs incurred to bring this
3 action.

4

5 DATED this 16 day of October, 2003.

6 FUNKE, PS

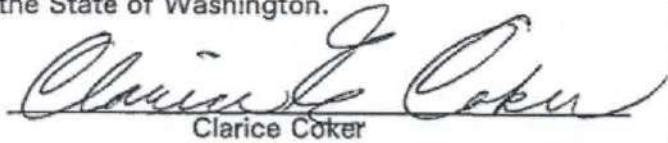
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8 By: Mark K. Funke
9 WSBA#32885
10 Attorney for Plaintiff

11 DECLARATION

12 Under penalty of perjury under the laws of the State of Washington, I,
13 Clarice Coker, the plaintiff in the aforesaid action, declare that I have read the
14 foregoing Complaint, reviewed its allegations, and believe them to be true and
15 correct.

16 Dated and declared this 16 day of October, 2003 at Seattle, Washington
17 pursuant to the laws of perjury in the State of Washington.

18 
19 Clarice Coker

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8 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
9 **IN AND FOR THE COUNTY OF KING COUNTY**

10 In the Estate of:

11 DENNY DOUGLAS TITUS

12 Deceased

) No. 16-4-04845-2 SEA

) EXPERT WITNESS
13 DECLARATION OF
14 SAM SUGAR, M.D.
15

16 I, SAM SUGAR, am of legal age and competent to testify to the matters below, and hereby
17 declare as follows:

- 18
- 19 • Declarant. I am a Board-Certified Specialist in Internal Medicine licensed to Practice
20 Medicine in all its branches holding Florida License ME 81368 and a Fellow of The
21 American College of Physicians with 4 decades of direct clinical experience. I am the
22 Founder and President of Americans Against Abusive Probate Guardianship
23 (AAAPG), a national 501c3 organization designed to help expose the crisis of elder
24 abuse and exploitation occurring in our country's State guardianship systems. I reside
25 in Fort Lauderdale, FL. My phone number is (855) 913 5337 ext. 101.

 - 26
 - 27 • Professional Background. I received my MD in 1972 from the Abraham Lincoln
28 College of Medicine at the University of Illinois, Chicago. I achieved certification as a
29 specialist in internal medicine from the American Board of Internal Medicine and was

1 distinguished as a fellow of the American College of Physicians. I have served as the
2 Director for Managed Care at Evanston/Northwestern Healthcare, and have taught at
3 both Northwestern University's Feinberg School of Medicine, and the Chicago School
4 of Medicine. I am a Court Officer as a Notary in the State of Florida Certificate
5 GG257329.

- 6
- 7 • Guardianship and Probate Fraud (GPF) Expert Witness Qualifications. As a result of
8 over 8 years of personal exposure to irregularities in a guardianship and probate case
9 involving my own family, and after discovering other people who also experienced the
10 same pattern of irregularities in other guardianship and probate cases, a pattern of fraud
11 and criminal activity became increasingly clear. Over a period of several years, in
12 addition to my own direct experience with GPF, I have extensively interacted with
13 attorneys, advocates, academics, victims, media and other experts on the subject of
14 GPF. Under Federal Court Rule 702, I am qualified as an expert witness.
 - 15
 - 16 • Establishment of Americans Against Abusive Probate Guardianship (AAAPG). After
17 several years of exposure to dozens of Florida based cases involving guardianship and
18 probate fraud ("GPF"), in 2013, I founded AAAPG, which is a national organization
19 designed to help expose the corruption and failures of our country's State based
20 guardianship systems. It is now the largest organization in the United States dedicated
21 to GPF. We have 1200 members, and I have been consulted on many hundreds of cases
22 across the country, including several in King County, Washington. In relation to the
23 organization, its mandate, and specific cases, I have been interviewed and quoted by
24 local and national media on dozens of occasions. I also curate the www.aapg.net
25 website and the probatewarriors group site.
 - 26
 - 27 • Authorship of the Subject Standard Reference Book. I am the author of the #1 Amazon
28 best-selling book on the subject of GPF, *Guardianships and the Elderly: The Perfect
29 Crime*, which was published in 2018 by SquareOne Publishers of NY.

- 1
- 2 • The King County, Washington Probate Court System. Over the past 4 years, I have
- 3 been in direct phone and email contact with victims and advocates residing in the State
- 4 of Washington, and have repeatedly interacted with them in relation to specific cases
- 5 that have been, or are being adjudicated in King County, Washington courts. Based on
- 6 a clear pattern of GPF that has emerged in King County, it is my considered expert
- 7 opinion that the probate courts of King County, all of which are participating agents of
- 8 the State of Washington and its Supreme Court, as well as other parties in collusion
- 9 with the state agents, have created, profited from and are perpetuating an organized
- 10 crime type racket as defined by US RICO statutes. It is also my opinion that the degree
- 11 of corruption observed not only warrants but demands the federal criminal investigation
- 12 which has resulted from local federal criminal complaints. It is my intention, and that
- 13 of my organization, to support the federal investigation of the probate courts of King
- 14 County and related GPF participants.
- 15
- 16 • Guardianship and Probate Case of D. Douglas Titus. After review, it is my considered
- 17 opinion that the guardianship and probate case of D. Douglas Titus is a model example
- 18 of the GPF “playbook”, which cries out to be brought to national attention. Of the
- 19 countless GPF cases I have knowledge of, I am not aware of any case of GPF that is
- 20 more revealing and obvious than the Titus case.
- 21
- 22 • Specific Issues with the Titus Case. Among the facts unique to the Titus case is the
- 23 fact that the late Mr. Titus was a respected practicing attorney in good standing who
- 24 actually practiced guardianship and probate law, argued a variety of complex law cases
- 25 daily, was not cognitively impaired, and yet the Court imposed a guardian ad litem in
- 26 the absence of any reasonable or legitimate finding of incapacity. More remarkable is
- 27 the fact that Mr. Titus was represented by his and his business partner’s legal team
- 28 including retired Washington State Supreme Court Justice Richard Sanders, former
- 29 U.S. Attorney Mike McKay, and five other highly qualified attorneys, and yet not one

1 incontrovertible argument or legal right was recognized or even entertained by the
2 Court at any point in the case.

- 3
- 4 • Titus' Guardian Ad Litem. Most disturbing in the Titus case are the actions of Titus'
5 guardian ad litem, attorney Emily R. Hansen. Included among Ms. Hansen's actions
6 which were at all times opposite to Mr. Titus' interests are: the fact that Ms. Hansen's
7 past criminal conviction permanently disqualified her as even a candidate for guardian
8 ad litem or guardian; her absence of certification; her failure to disclose her conflict of
9 interest with Commissioner Henry Judson; her appointment by Judson to the Titus case
10 out of rotation; Ms. Hansen's illegal obtainment of a TRO against Titus' business
11 partner without legal basis and without Mr. Titus' consent; her open collusion with
12 Assistant Attorneys General Diane Dorsey and Jennifer Boharski to oppose Mr. Titus'
13 interests; Ms. Hansen's legal actions which denied Mr. Titus' right to counsel; dozens
14 of intentional misrepresentations to the court in both writing and oral argument; and
15 finally Ms. Hansen's indefensible actions which prevented Mr. Titus' kidney
16 transplant, resulting in his death within three months.
- 17

18 This statement is made under the penalty of perjury under the laws of the State of
19 Washington.

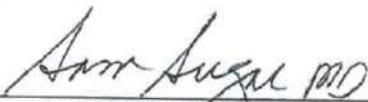
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21 Dated: October 4, 2018

22

23 Place of Signing: Hollywood, FL 33312

24

25 
SAM SUGAR, M.D.