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Office of Disciplinary Counsel

IN THE SUPREME COURT OF THE STATE OF MONTANA

No. _____

* * * * *

IN THE MATTER OF MARIBETH M.
HANSON,

A Suspended Attorney,

Respondent.

ODC File No. 23-102

**PETITION FOR
RECIPROCAL DISCIPLINE**

Pursuant to Rule 27A of the Rules for Lawyer Disciplinary Enforcement
("RLDE"), the Office of Disciplinary Counsel for the State of Montana ("ODC"),
hereby petitions the Court as follows:

1. Maribeth Hanson, hereinafter referred to as Respondent, was admitted
to the practice of law in the State of Montana in 2014, at which time she took the
oath required for admission, wherein she agreed to abide by the Rules of

1 Professional Conduct, the Disciplinary Rules adopted by the Supreme Court, and
2 the highest standards of honesty, justice, and morality, including but not limited to,
3 those outlined in parts 3 and 4 of Chapter 61, Title 37, Montana Code Annotated.

4 2. The Montana Supreme Court has approved and adopted the Montana
5 Rules of Professional Conduct (“MRPC”), governing the ethical conduct of
6 attorneys licensed to practice in the State of Montana, which Rules were in effect
7 at all times mentioned in this Petition.
8

9 3. Respondent has been disciplined by the Supreme Court of Washington.
10 Pursuant to Rule 27A, RLDE, ODC has obtained a certified copy of the Washington
11 Supreme Court’s Disbarment Order issued on April 17, 2023, *In the Matter of*
12 *Maribeth Hanson, Respondent*, No. 22#00058. Said certified copy is attached
13 hereto as Exhibit A and by reference incorporated herein.
14
15

16 4. The Supreme Court of Washington reviewed and accepted the
17 Washington State Bar Association’s Disciplinary Board’s Order Approving
18 Stipulation to Disbarment and ordered that Respondent was disbarred from the
19 practice of law, effective April 24, 2023.
20

21 5. As set forth in the Stipulation to Disbarment, the discipline was based
22 on the following facts. Said certified copy is attached hereto as Exhibit B.

23 A. Respondent was admitted to the practice of law in the State of
24 Washington on January 7, 2015. Respondent was also admitted to
25

1 practice in Idaho and North Dakota. Relevant to this Petition,
2 Respondent was admitted to practice in Idaho in February 2013 and
3 maintained an IOLTA/trust account there.

4 B. In 2015, Robert E. Case, Jr., ("Case") hired Respondent for
5 representation in a medical malpractice matter related to injuries he
6 sustained in 2014. Respondent and Case entered into a contingency fee
7 agreement, providing Respondent would receive 33 and 1/3 percent
8 (33.3%) of any settlement.
9

10 C. In May 2019, Case's matter proceeded to mediation and settled for
11 \$150,000. By July 2019, Cases' settlement proceeds were deposited
12 into Respondent's Idaho IOLTA/trust account.
13

14 D. On October 11, 2019, Respondent told Case his costs totaled
15 approximately \$35,000, and that she was holding back \$55,000 to cover
16 potential claims from Case's medical insurance providers. Respondent
17 also portrayed she was "waiting to pull any of [her] fee until [the claim]
18 settled."
19

20 E. On October 15, 2019, Respondent sent Case an unsigned check for
21 \$20,000.00, as an initial installment of Case's settlement proceeds along
22 with a letter that stated, "as discussed, the remainder of the funds will
23
24
25

1 continue to be held in our IOLTA Trust Account as we settle all
2 subrogation claims with your insurance providers."

3 F. On October 18, 2019, Respondent issued a new check to Case, this time
4 for \$25,000, to replace the unsigned October 15 check.
5

6 G. On October 23, 2019, Case asked Respondent whether the \$25,000
7 payment was taxable and whether Case would receive an IRS Form
8 1099. Respondent failed to respond to or acknowledge receipt of Case's
9 request for information.
10

11 H. Starting in December 2019, and continuing through January 2020,
12 Respondent did not respond to, or acknowledge receipt of, Case's
13 requests for updates and information about subrogation payments to the
14 medical insurance provider.
15

16 I. On February 27, 2020, Respondent told Case that she had heard from
17 the medical insurance provider and that there would be a two-to-three-
18 week turnaround regarding their claim. The claim totaled
19 approximately \$40,932.55.
20

21 J. On April 7, 2020, Respondent told Case she needed "maybe another
22 week or two" to work with Case's medical insurance provider regarding
23 their claim.
24
25

- 1 K. On April 21, 2020, Case asked Respondent to provide information
2 about the costs of the mediation. Respondent told Case she would
3 compile the costs and transmit them to him. As of the time of Case's
4 grievance to the Washington Office of Disciplinary Counsel ("WA
5 ODC") in October 2021, Respondent had not done so.
6
- 7 L. On June 15, 2020, Respondent disbursed an additional \$12,091.98 to
8 Case. This was the last disbursement Respondent made to Case prior to
9 him filing a grievance with WA ODC.
10
- 11 M. In March 2021, Case received a letter from his medical insurance
12 provider stating he may have unpaid medical bills related to the 2014
13 injuries.
14
- 15 N. On March 30, 2021, Respondent told Case she would communicate
16 with the medical insurance representative about the March 2021 letter.
17 Respondent did not contact the provider.
18
- 19 O. Because Respondent did not resolve the provider's claim, Respondent
20 should have held at least \$40,932.55, in her IOLTA/trust account.
21
- 22 P. Between January 2021 and October 2021, Respondent's IOLTA/trust
23 account balance never exceeded \$27,415.35. By May 1, 2021, the
24 balance in Respondent's IOLTA/trust account fell to \$12,415.35 and by
25 October 31, 2021, the balance fell to \$5.35.

- 1 Q. During this same period, Respondent made five (5) transfers from her
2 IOLTA/trust account to her operating account, totaling \$22,400. These
3 funds belonged to Case, and/or a third party. Respondent took funds to
4 which she was not entitled and used them for her own benefit.
5
- 6 R. Respondent used money belonging to Case, and/or a third party, to pay
7 personal expenses, including seven (7) payments to Respondent's
8 Chase credit card, as well as bank overdraft, and returned item fees.
9
- 10 S. Between July 2019 and February 2022, Respondent made no payments
11 to Case's medical insurance provider for their claim.
- 12 T. When Respondent was confronted by WA ODC in February 2022 with
13 the fact that Respondent's trust account did not have sufficient funds in
14 her IOLTA/trust for Case, she quickly acknowledged the seriousness of
15 her misconduct; indicated a desire to accept the disciplinary
16 consequences; and made prompt efforts to remedy the misconduct.
17
- 18 U. By March 24, 2022, Respondent restored the IOLTA/trust account
19 balance to replenish Case's funds.
20
- 21 V. On April 28, 2022, Respondent disbursed \$10,932.55 from
22 Respondent's trust account to Case and on May 31, 2022, disbursed
23 \$30,000 to Case's health benefit plan/medical insurance provider.
24
25

1 W. By intentionally taking funds belonging to the client and/or third
2 parties without entitlement, Respondent violated Idaho RPC 8.4(b) (by
3 violating Idaho Code Ann. § 18-2407(l)(b)) and Idaho RPC 8.4(c)¹.

4 X. By failing to respond to Case's reasonable requests for information and
5 by failing to keep Case reasonably and accurately informed about the
6 status of his matter, Respondent violated Idaho RPC 1.4(a) and Idaho
7 RPC 8.4(c).

8 Y. By failing to promptly deliver funds to Case and/or third parties entitled
9 to those funds, Respondent violated Idaho RPC 1.15(d).

10 Z. The parties stipulated that Respondent should be disbarred. The
11 stipulation was signed in December 2022, and was filed and entered
12 before the Washington Supreme Court on March 23, 2023.

13
14
15
16 6. Respondent's conduct as outlined above, and the final adjudication of
17 the matter in Washington, meet the requirements under Rule 27 RLDE for
18 Respondent's reciprocal discipline in Montana.

19
20 //

21
22 ¹ WA RPC 8.5(a) and ELC 1.2 state that a lawyer admitted to practice in Washington is subject to the disciplinary
23 authority of Washington regardless of whether the lawyer's conduct occurs, and a lawyer may be subject to the
24 disciplinary authority of both this jurisdiction and another jurisdiction for the same conduct. RPC 8.5(b) states: In any
25 exercise of the disciplinary authority of this jurisdiction, the rules of professional conduct to be applied shall be as
follows: (1) for conduct in connection with a matter pending before a tribunal, the rules of the jurisdiction in which
the tribunal sits, unless the rules of the tribunal provide otherwise; and (2) for any other conduct, the rules of the
jurisdiction in which the lawyer's conduct occurred, or, if the predominant effect of the conduct is in a different
jurisdiction, the rules of that jurisdiction shall be applied to the conduct. Under RPC 8.5(b) and 8.5(b)(2), Idaho law
applied Respondent's conduct in the WA Disciplinary Proceeding.

1 WHEREFORE, the Office of Disciplinary Counsel prays as follows:

2 1. That the Court issue an order, to which shall be attached a copy of the
3 Washington Supreme Court's Order, the Washington State Bar Association's
4 Disciplinary Board's Stipulation to Disbarment, and this Petition, directing
5 Respondent to inform the Court, within thirty (30) days after service thereof, of any
6 claim by the Respondent predicated upon the grounds set forth in Rule 27D, RLDE
7 (2021);
8

9 2. Upon the expiration of thirty (30) days from service of the notice, that
10 the Court impose the identical discipline unless the Respondent demonstrates, or the
11 Court finds upon the face of the record, that the imposition of the identical discipline
12 in the State of Montana would be unwarranted;
13

14 3. For such other and further relief deemed necessary and proper.
15

16 DATED this 18th day of September 2023.
17

18 OFFICE OF DISCIPLINARY COUNSEL

19
20 By: Pamela D. Bucy
21 Pamela D. Bucy
22 Chief Disciplinary Counsel
23
24
25

THE SUPREME COURT OF WASHINGTON

WSBA No. 48474





I certify this document is a full, true and correct copy of the original, as the same appears of record and on file in my office

Dated: August 7, 2023

ERIN L. LENNON

Clerk of the Washington State Supreme Court

By: 

202112-3

FILED

Mar 29, 2023

Disciplinary
Board

Docket # 004

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

MARIBETH MAE HANSON,

Lawyer (Bar No. 48474).

Proceeding No. 22#00058

ODC File No. 21-01337

STIPULATION TO DISBARMENT

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to disbarment is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Kathy Jo Blake and Respondent lawyer Maribeth Mae Hanson.

Respondent understands that they are entitled under the ELC to a hearing, to present exhibits and witnesses on their behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that they are entitled under the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the Supreme Court. Respondent further understands that a hearing and appeal could result in an outcome more favorable or less favorable to them. Respondent chooses to resolve this proceeding

Stipulation to Discipline
Page 1

OFFICE OF DISCIPLINARY COUNSEL
OF THE WASHINGTON STATE BAR ASSOCIATION
1325 4th Avenue, Suite 600
Seattle, WA 98101-2539
(206) 727-8207

EXHIBIT

B

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

3 Respondent wishes to stipulate to disbarment without affirmatively admitting the facts and
4 misconduct in ¶¶ 20-21 and ¶¶ 25, rather than proceed to a public hearing. Respondent agrees
5 that if this matter were to proceed to a public hearing, there is a substantial likelihood that ODC
6 would be able to prove, by a clear preponderance of the evidence, the facts and misconduct in ¶¶
7 20-21 and ¶¶ 25, and that the facts and misconduct will be deemed proved in any subsequent
8 disciplinary proceeding in any jurisdiction.

9 I. ADMISSION TO PRACTICE

10 1. Respondent was admitted to practice law in the State of Washington on January 7,
11 2015.

12 II. STIPULATED FACTS

13 2. In the winter of 2015, Robert E. Case, Jr. hired Respondent to represent Case in a
14 medical malpractice matter related to a personal injury Case sustained in 2014. They entered into
15 a contingent fee agreement providing that Respondent would receive 33 and 1/3 percent of any
16 settlement. The fee agreement stated, "Any moneys paid toward expenses by either the law firm
17 or client shall be tracked and deducted from total recovery before determining each party's share
18 of the proceeds."

19 3. In May 2019, Case's matter settled at mediation for \$150,000 and by July 2019, all
20 the settlement proceeds were deposited into Respondent's trust account.

21 4. On October 11, 2019, Respondent told Case that the costs for experts, court fees, and
22 depositions related to the mediation totaled approximately \$35,000, that Respondent was holding
23 back \$55,000 in Respondent's trust account to cover potential claims from Case's medical

1 insurance providers, and that Respondent was “waiting to pull any of my fee until this is settled.”

2 5. On October 15, 2019, Respondent sent Case a check for \$20,000 as an initial
3 installment of Case’s settlement proceeds along with a letter that stated, “as discussed, the
4 remainder of the funds will continue to be held in our IOLTA Trust Account as we settle all
5 subrogation claims with your insurance providers.”

6 6. The \$20,000 check was unsigned and Case’s bank refused to accept an unsigned
7 check.

8 7. On October 18, 2019, Respondent issued a new check to Case for \$25,000 to replace
9 the unsigned check.

10 8. On October 23, 2019, Case asked Respondent whether the \$25,000 payment was
11 taxable and whether Case would receive an IRS Form 1099.

12 9. Respondent did not respond to, or acknowledge receipt of, Case’s request for tax
13 information related to the \$25,000 payment.

14 10. Starting in December 2019 and continuing through January 2020, Respondent did not
15 respond to, or acknowledge receipt of, Case’s requests for updates and information about
16 subrogation payments to Case’s medical insurance provider.

17 11. On February 27, 2020, Respondent told Case that Respondent heard from Case’s
18 medical insurance provider that there would be a two-to-three-week turnaround timeline
19 regarding Case’s health benefit plan’s claim.

20 12. On April 7, 2020, Respondent told Case that Respondent needed “maybe another week
21 or two” to work with Case’s medical insurance provider regarding Case’s health benefit plan’s
22 claim.

23 13. On April 21, 2020, Case asked Respondent to provide information about the costs of

1 the mediation. Respondent told Case that Respondent would compile all receipts and check stubs
2 related to the costs of the mediation and transmit them to Case; but as of October 2021,
3 Respondent had not done so.

4 14. On June 15, 2020, Respondent disbursed an additional \$12,091.98 to Case. This was
5 the last disbursement Case received from Respondent prior to the filing of Case's grievance.

6 15. In March 2021, Case received a letter from Case's medical insurance provider that
7 stated Case may have unpaid medical bills related to Case's 2014 personal injury.

8 16. On March 30, 2021, Respondent told Case that Respondent would communicate with
9 the representative of Case's medical insurance provider about the March 2021 letter.

10 17. Respondent did not contact Case's medical insurance provider about the March 2021
11 letter.

12 18. Because Respondent did not resolve the health benefit plan's claim, Respondent
13 should have been holding \$40,932.55 in trust for Case between June 15, 2020 and when Case
14 filed this grievance on October 13, 2021.

15 19. In between January 2021 and October 2021, Respondent's trust account balance never
16 exceeded \$27,415.35. By May 1, 2021, the balance in Respondent's trust account fell to
17 \$12,415.35. By October 31, 2021, the balance in Respondent's trust account fell to \$5.35

18 20. In between January 2021 and October 2021, Respondent made five transfers from
19 Respondent's trust account to Respondent's operating account totaling \$22,400.00. These funds
20 belonged to the Cases. Respondent took the funds without permission or entitlement and used
21 these funds for Respondent's own benefit.

22 21. Respondent used the money belonging to the Cases to pay personal expenses,
23 including seven payments to Respondent's Chase credit card, overdraft fees and returned item

1 fees.

2 22. In between July 2019 and February 2022, Respondent made no payments to Case's
3 medical insurance provider for any health benefit plan's claim.

4 23. When confronted by ODC in February 2022 with the fact Respondent's trust account
5 showed that Respondent did not have sufficient funds in trust for the Cases, Respondent quickly
6 acknowledged Respondent's serious misconduct, indicated a desire to accept the disciplinary
7 consequences of Respondent's actions, and made prompt efforts to remedy the misconduct.

8 24. By March 24, 2022, Hanson restored Hanson's trust account balance to replenish
9 Case's funds.

10 25. On April 28, 2022, Hanson disbursed \$10,932.55 from Hanson's trust account to Case.

11 26. On May 31, 2022, Hanson disbursed \$30,000 from Hanson's trust account to Case's
12 health benefit plan.

13 III. STIPULATION TO MISCONDUCT¹

14 27. By intentionally taking funds belonging to the client and/or third parties without
15 entitlement, Respondent violated Idaho RPC 8.4(b) (by violating Idaho Code Ann. § 18-
16 2407(1)(b)) and Idaho RPC 8.4(c).²

17 28. By failing to respond to Case's reasonable requests for information and by failing to
18

19 ¹ RPC 8.5(a) and ELC 1.2 state that a lawyer admitted to practice in Washington is subject to the
20 disciplinary authority of Washington regardless of where the lawyer's conduct occurs, and a lawyer may
21 be subject to the disciplinary authority of both this jurisdiction and another jurisdiction for the same
22 conduct. RPC 8.5(b) states: In any exercise of the disciplinary authority of this jurisdiction, the rules of
professional conduct to be applied shall be as follows: (1) for conduct in connection with a matter pending
before a tribunal, the rules of the jurisdiction in which the tribunal sits, unless the rules of the tribunal
provide otherwise; and (2) for any other conduct, the rules of the jurisdiction in which the lawyer's conduct
occurred, or, if the predominant effect of the conduct is in a different jurisdiction, the rules of that
jurisdiction shall be applied to the conduct. Under RPC 8.5(b)(1) and 8.5(b)(2), Idaho law applies.

23 ² Idaho does not have an equivalent of Washington RCP 1.15A(B), which states that a lawyer "must not
24 use, convert, borrow or pledge client or third person property for the lawyer's own use."

1 keep Case reasonably and accurately informed about the status of Case's matter, Respondent
2 violated Idaho RPC 1.4(a) and Idaho RPC 8.4(c).

3 29. By failing to promptly deliver funds to Case and/or third parties entitled to those funds,
4 Respondent violated Idaho RPC 1.15(d).

5 IV. PRIOR DISCIPLINE

6 30. Respondent has no prior discipline in Washington State.

7 V. APPLICATION OF ABA STANDARDS

8 31. The following American Bar Association Standards for Imposing Lawyer Sanctions
9 (1991 ed. & Feb. 1992 Supp.) apply to this case:

10 4.1 *Failure to Preserve the Client's Property*

11 Absent aggravating or mitigating circumstances, upon application of the factors set out in
12 3.0, the following sanctions are generally appropriate in cases involving the failure to preserve
13 client property:

- 12 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client
13 property and causes injury or potential injury to a client.
- 13 4.12 Suspension is generally appropriate when a lawyer knows or should know that he
14 is dealing improperly with client property and causes injury or potential injury to
15 a client.
- 14 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with
15 client property and causes injury or potential injury to a client.
- 15 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing with
16 client property and causes little or no actual or potential injury to a client.

17 4.4 *Lack of Diligence*

18 Absent aggravating or mitigating circumstances, upon application of the factors set out in
19 Standard 3.0, the following sanctions are generally appropriate in cases involving a failure to act
20 with reasonable diligence and promptness in representing a client:

- 19 4.41 Disbarment is generally appropriate when:
 - 20 (a) a lawyer abandons the practice and causes serious or potentially serious
21 injury to a client; or
 - 21 (b) a lawyer knowingly fails to perform services for a client and causes serious
22 or potentially serious injury to a client; or
 - 22 (c) a lawyer engages in a pattern of neglect with respect to client matters and
23 causes serious or potentially serious injury to a client.
- 23 4.42 Suspension is generally appropriate when:
 - 24 (a) a lawyer knowingly fails to perform services for a client and causes injury
or potential injury to a client, or

(b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.

4.43 Reprimand is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes injury or potential injury to a client.

4.44 Admonition is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes little or no actual or potential injury to a client.

5.1 Failure to Maintain Personal Integrity

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving commission of a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects, or in cases with conduct involving dishonesty, fraud, deceit, or misrepresentation:

5.11 Disbarment is generally appropriate when:

(a) a lawyer engages in serious criminal conduct, a necessary element of which includes intentional interference with the administration of justice, false swearing, misrepresentation, fraud, extortion, misappropriation, or theft; or the sale, distribution or importation of controlled substances; or the intentional killing of another; or an attempt or conspiracy or solicitation of another to commit any of these offenses; or

(b) a lawyer engages in any other intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer's fitness to practice.

5.12 Suspension is generally appropriate when a lawyer knowingly engages in criminal conduct which does not contain the elements listed in Standard 5.11 and that seriously adversely reflects on the lawyer's fitness to practice.

5.13 Reprimand is generally appropriate when a lawyer knowingly engages in any other conduct that involves dishonesty, fraud, deceit, or misrepresentation and that adversely reflects on the lawyer's fitness to practice law.

5.14 Admonition is generally appropriate when a lawyer engages in any other conduct that reflects adversely on the lawyer's fitness to practice law.

32. Respondent intentionally took client funds and exerted unauthorized control of client and third-party funds that should have been held in trust and/or disbursed to the client and/or third parties.

33. Respondent's client was harmed because they were deprived of funds to which they were entitled. Respondent's conduct also caused harm to the legal profession.

34. The presumptive sanction for Respondent's violation of Idaho RPC 8.4(b) and 8.4(c),

1 the knowing conversion and/or theft of client funds, is disbarment under ABA Standard 5.11.

2 35. Respondent knowingly failed to respond to Case's reasonable requests for updates
3 about the status of the subrogation claim and knowingly failed to provide Case with accurate
4 information about the status of Case's funds.

5 36. Case was harmed because Case was misled and deprived of information to which Case
6 was entitled.

7 37. The presumptive sanction for Respondent's violation of Idaho RPC 1.4(a) is
8 suspension.

9 38. Respondent knew that Respondent was not properly handling client funds and not
10 promptly disbursing funds to the client and/or third parties. The client and third parties were
11 harmed because they were deprived of funds to which they were entitled.

12 39. The presumptive sanction for Respondent's violation of Idaho RPC 1.15(d) is
13 suspension.

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

17 41. The following aggravating factors apply under ABA Standard 9.22:

- 18 (b) dishonest or selfish motive;
19 (c) pattern of misconduct; and
(d) multiple offenses.

20 42. The following mitigating factors apply under ABA Standard 9.32:

- 21 (a) Absence of prior disciplinary record;
22 (c) personal or emotional problems (While representing Case, Respondent
23 experienced a divorce resulting in the loss of Respondent's home,
ultimately Respondent's practice during the pandemic. Respondent
experiences anxiety, depression, and ADHD and for at least part of the period

1 of misconduct was on reduced medications due to pregnancy.); and
2 (l) remorse.

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

5 44. On balance the aggravating and mitigating factors do not require a departure from the
6 presumptive sanction of disbarment given the serious nature of Respondent's misconduct.

7 **VI. STIPULATED DISCIPLINE**

8 45. The parties stipulate that Respondent shall be disbarred.

9 **VII. RESTITUTION**

10 46. Reinstatement from disbarment is conditioned on Respondent providing proof that the
11 contested funds in trust were disbursed to Case and/or Case's medical insurance provider.

12 **VIII. COSTS AND EXPENSES**

13 47. In light of Respondent's willingness to resolve this matter by stipulation at an early
14 stage of the proceedings, Respondent shall pay reduced attorney fees and administrative costs of
15 \$750 in accordance with ELC 13.9(i). The Association will seek a money judgment under ELC
16 13.9(l) if these costs are not paid within 30 days of approval of this stipulation. Reinstatement
17 from disbarment is conditioned on payment of cost.

18 **IX. VOLUNTARY AGREEMENT**

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

24 49. Once fully executed, this stipulation is a contract governed by the legal principles

1 applicable to contracts, and may not be unilaterally revoked or modified by either party.

2 X. LIMITATIONS

3 50. This Stipulation is a compromise agreement intended to resolve this matter in
4 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
5 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
6 and ODC acknowledge that the result after further proceedings in this matter might differ from
7 the result agreed to herein.

8 51. This Stipulation is not binding upon ODC or the respondent as a statement of all
9 existing facts relating to the professional conduct of the respondent lawyer, and any additional
10 existing facts may be proven in any subsequent disciplinary proceedings.

11 52. This Stipulation results from the consideration of various factors by both parties,
12 including the benefits to both by promptly resolving this matter without the time and expense of
13 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
14 such, approval of this Stipulation will not constitute precedent in determining the appropriate
15 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in
16 subsequent proceedings against Respondent to the same extent as any other approved Stipulation.

17 53. Under ELC 9.1(d)(4), the Disciplinary Board reviews a stipulation based solely on the
18 record agreed to by the parties. Under ELC 3.1(b), all documents that form the record before the
19 Board for its review become public information on approval of the Stipulation by the Board,
20 unless disclosure is restricted by order or rule of law.

21 54. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will
22 be followed by the disciplinary action agreed to in this Stipulation. All notices required in the
23 Rules for Enforcement of Lawyer Conduct will be made. Respondent represents that, in addition

1 to Washington, Respondent also is admitted to practice law in the following jurisdictions, whether
2 current status is active, inactive, or suspended: Idaho, Montana, and North Dakota.

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

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

9
10
11 

12 Maribeth Mae Hanson, Bar No. 48474
13 Respondent

Dated: 12/1/2022

14 

15 Kevin Bank, Bar No. 28935
16 Respondent's Counsel

Dated: 12/1/2022

17 

18 Kathy Jo Blake, Bar No. 29235
19 Managing Disciplinary Counsel

Dated: December 1, 2022

WSBA

March 29, 2023 - 1:33 PM

Filing Attorney Discipline

Transmittal Information

Filed with Court: Supreme Court

Appellate Court Case Number: Case Initiation

The following documents have been uploaded:

- ATD_Letters_Memos_20230329133148SC820000_1591.pdf
This File Contains:
Letters/Memos - Other
The Original File Name was 005.pdf
- ATD_Stipulation_20230329133148SC820000_8369.pdf
This File Contains:
Stipulation - Stipulation to Disbarment
The Original File Name was 004.pdf
- ATD_WSBA_Order_Approving_Stipulations_20230329133148SC820000_8651.pdf
This File Contains:
WSBA Order Approving Stipulation
The Original File Name was 003.pdf

Comments:

No formal complaint filed.

Sender Name: Allison Sato - Email: allisons@wsba.org

Address:

1325 4th Avenue

Suite 600

Seattle, WA, 98101

Phone: (206) 733-5926

Note: The Filing Id is 20230329133148SC820000



I certify this document is a full, true and correct copy of the original, as the same appears of record and on file in my office

Dated: August 7, 2023

ERIN L. LENNON

Clerk of the Washington State Supreme Court

By: 