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AUG 03 2016
DISCIPLINARY BOARD

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

RAJ BAINS,

Lawyer

WSBA No. 22459

Proceeding No. 16#00057

NOTICE OF SUSPENSION

PLEASE TAKE NOTICE that by decision of the Washington Supreme Court entered the 26th day of July, 2016, lawyer Raj Bains, who practices in the City of Federal Way, was suspended from the practice of law in the State of Washington for a period of three (3) months, effective August 2, 2016. For more information, you may access the WSBA website, www.wsba.org or contact Debra Carnes, Chief Communications Officer, at debrac@wsba.org or (206) 733-5930.

DATED this 3rd day of August, 2016.

WASHINGTON STATE BAR ASSOCIATION

Paula C. Littlewood
Executive Director

CERTIFICATE OF SERVICE

I certify that I caused a copy of the NOTICE OF SUSPENSION
to be delivered to the Office of Disciplinary Counsel and to be mailed
to Paul Allen Respondent/Respondent's Counsel
at WED UNIVERSITY ST #2020 SEATTLE WA 98107 by Certified/first class mail,
postage prepaid on the 3rd day of August, 2016

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RECEIVED
JUL 26 2016

FILED
JUL 28 2016
WASHINGTON STATE
SUPREME COURT

BY:

THE SUPREME COURT OF WASHINGTON

IN RE:)	BAR NO. 22459
)	
)	Supreme Court No. 201,545-0
)	
RAJ BAINS,)	
)	ORDER APPROVING
ATTORNEY AT LAW.)	STIPULATION
_____)	TO SUSPENSION

This matter came before the Court on the Washington State Bar Association Disciplinary Board's Order Approving a Stipulation to Three-Month Suspension pursuant to ELC 9.1(c)(2), entered into by Raj Bains, his counsel and WSBA Disciplinary Counsel on March 24, 2016. The Court reviewed the order and the stipulation and determined by a majority that an order approving the stipulation to suspension should be entered. Now, therefore, it is

ORDERED:

Raj Bains is suspended from the practice of law for three months. Pursuant to ELC 13.2, the effective date of suspension is 7 days from the date of this order. Mr. Bains shall comply with the terms of the stipulation including payment of attorney fees and administrative costs of \$500 in accordance with ELC 13.9(i).

DATED at Olympia, Washington this 26th day of July, 2016.

For the Court

Madsen, C.J.
CHIEF JUSTICE

735/619

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

RAJ BAINS,
Lawyer (Bar No. 22459).

Proceeding No. *16 #000ST*

ODC File No. 12-01403
ODC File No. 14-00531

STIPULATION TO SUSPENSION

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through Disciplinary Counsel Randy Beitel, Respondent's Counsel David Allen and Cooper Offenbecher, and Respondent lawyer Raj Bains.

This stipulation fully resolves the grievance filed by Elizabeth Taylor (Pycior) [12-01403] and the grievance filed by Mark Taylor [14-00531].

Respondent understands that he is entitled under the ELC to a hearing, to present exhibits and witnesses on his behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that he is entitled under the ELC to

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1 appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the Supreme
2 Court. Respondent further understands that a hearing and appeal could result in an outcome
3 more favorable or less favorable to him. Respondent chooses to resolve this proceeding now by
4 entering into the following stipulation to facts, misconduct and sanction to avoid the risk, time,
5 and expense attendant to further proceedings.

6 **I. ADMISSION TO PRACTICE**

7 1. Respondent was admitted to practice law in the State of Washington on May 18,
8 1993.

9 **II. STIPULATED FACTS**

10 ***Assault***

11 2. On or about May 16, 2010 Respondent struck the head of his then 10-year-old child
12 against the wall at the family home, causing a contusion and resulting in a concussion. The
13 conduct was an unjustified assault. Police were called to the hospital after medical care was
14 sought for the child on or about May 19, 2010, after which Respondent was arrested.

15 3. In December 2010, Respondent pled guilty to one count of Assault in the Fourth
16 Degree – Domestic Violence, in violation of RCW 9A.36.041, a gross misdemeanor. Respond-
17 ent was sentenced to twelve months, suspended on terms that included:

- 18 • probation
19 • restitution as to medical bills and counseling costs
20 • 240 hours of community service at a legal aid clinic
21 • completion of a domestic violence treatment program
22 • completion of parenting classes
23 • completion of anger management classes as recommended
24 • payment of court costs and assessments.

22 4. Respondent successfully complied with all of the terms of his sentence and exceed-
23 ed the community service requirement by providing services through the Pierce County Bar and

1 the King County Bar in excess of 400 hours.

2 ***Failure to Maintain Client Funds in a Trust Account***

3 5. Since 1995, Respondent has been a solo practitioner, emphasizing the representa-
4 tion of individuals in family law matters. From the opening of his practice in 1995 until Febru-
5 ary 2012, Respondent did not maintain a trust account for the deposit of client funds.

6 6. During this period, Respondent used a fee agreement which established an hourly
7 fee for services, but which also provided that:

8 The responsibility to provide legal services will be accepted and work will begin
9 when Attorney receives a retainer for securing his appearance, initial consulta-
10 tion and preparatory work in the sum of \$2,000.00. THE RETAINER IS NON-
11 REFUNDABLE.

12 Although these initial advance payments were not held in a trust account, were described as
13 non-refundable, and were generally in the nature of an availability retainer, Respondent gave his
14 clients billing credit for these funds at his hourly rate as services were rendered, and in the rare
15 situations where the hourly billings did not exceed the initial \$2,000 payment, he refunded the
16 balance to the clients.

17 7. Respondent believed that these initial payments were not required to be held in a
18 trust account. He based his belief on what he was told by other lawyers with similar practices
19 which appears to have been based largely on former WSBA Formal Opinion 185 (withdrawn
20 December 9, 2005) which provided in part that:

21 [I]f the lawyer and client agree that funds paid to the lawyer are a retainer earned
22 by the lawyer when paid, which the lawyer will not refund and which is a charge
23 for merely hiring the lawyer to handle the client's case, the retainer shall not be
24 deposited into the trust account since it consists entirely of the lawyer's funds.

8. During this period, Respondent believed he was not required to maintain a trust ac-
count for deposit of client funds because apart from the initial payments called for in his fee

1 agreement, Respondent generally billed for earned fees. A review of Respondent's accounts
2 receivable and billing records reflect that while the great majority of his billings during this pe-
3 riod were for earned fees, there were exceptions to this general practice when he did receive cli-
4 ent funds that should have been held in a trust account. These exceptions occurred in two ways:
5 (1) from time to time a client would overpay their bill; and (2) Respondent's fee agreement had
6 a provision allowing for a review prior to trial to discuss payment arrangements for trial and at
7 times there were advance payments in the month or two prior to trial, which balances were usu-
8 ally consumed by the earned fees billed for the trial work.

9 9. In November 2008, RPC 1.5 and RPC 1.15A were amended as to the handling of
10 advance fees and the rules were clarified. The new rules provide that all advancc fees must be
11 held in trust until earned with two exceptions: (1) when a written fee agreement provides for a
12 true availability retainer which is not to be billed against for any actual delivery of legal services
13 [RPC 1.5(f)(1)], or (2) when a written fee agreement provides for a flat fee agreement that
14 meets the specific requirements of RPC 1.5(f)(2). Although Respondent's fee agreement did
15 not meet the requirements of either RPC 1.5(f)(1) or RPC 1.5(f)(2), he did not take cognizance
16 of the 2008 rule changes until he opened a trust account in February 2012.

17 ***Failure to Maintain Adequate Trust Account Records***

18 10. Upon opening an IOLTA trust account in February 2012, Respondent began keep-
19 ing a trust account ledger on a contemporaneous basis which recorded all deposits, disburse-
20 ments and other transactions in the account. Each entry identified the date of the transaction,
21 the client involved, the check number, and the amount of the transaction, with the new balance
22 calculated after each transaction.

1 11. Respondent did not, however, keep individual ledger records with a running balance
2 of the individual client balances. Instead, Respondent made an entry in his trust account ledger
3 as to the new client balance after each entry.

4 12. Although Respondent reviewed the monthly bank statements he received on his
5 trust account and compared those to his trust account ledger, he did not prepare written reconcil-
6 iations of the trust account ledger to the bank statements. Because Respondent did not maintain
7 individual client ledger records, it was not possible for him to compare the reconciled bank bal-
8 ance to the combined total of all the client ledger records.

9 ***Failure to Promptly Refund All Client Balances***

10 13. As a consequence of not maintaining client funds in a trust account prior to 2012,
11 the safeguards that proper trust account procedures would have afforded to client funds prior to
12 that date were not available, and not all client funds were refunded at the conclusion of the rep-
13 resentation. As a result of a review of Respondent's account receivable records and billing
14 statements, 11 clients have been identified who had balances totaling \$7,842.60 which should
15 have been refunded during the time period from 1998 through 2007.

16 14. Respondent has sent letters to each of the 11 clients advising them that they are en-
17 titled to refunds and that he is in the process of making those refunds as the clients are located
18 and verified. Two of these clients have already been located and verified, and Respondent has
19 refunded a total of \$1,608.75 to these two clients. Respondent has placed \$6,233.85 in his trust
20 account to fund refunds to the remaining nine clients.

21 15. Respondent has agreed to diligently attempt to locate each of the remaining nine
22 clients and to promptly make refunds to all clients who can be located and verified. Respondent
23 further agrees to forward the funds for any of the clients who cannot be located to the Washing-

1 | ton State Department of Revenue Unclaimed Property Division no later than December 31,
2 | 2016.

3 | ***Current Trust Account Practices***

4 | 16. Respondent has agreed to institute a system of keeping individual client ledger
5 | cards in conformance with RPC 1.15B(a)(2) and to monthly prepare a written reconciliation of
6 | both his trust account ledger to the trust account bank statements, and to further reconcile the
7 | resulting balance to the combined total of all client ledger balances in conformance with RPC
8 | 1.15A(h)(6), and to maintain all trust account records for at least seven years as required by
9 | RPC 1.15B(a).

10 | 17. Respondent has agreed to reconstruct individual client ledger records for the period
11 | from the inception of his IOLTA trust account in February 2012 through February 29, 2016, and
12 | to reconstruct a reconciliation of the monthly combined total of all client funds in his trust ac-
13 | count to the reconciled balance of his trust account ledger. Respondent has agreed to provide a
14 | copy of these reconstructed individual client ledger records and the reconciliations to the ODC
15 | Audit Manager no later than April 20, 2016. Should the reconstructed reconciliations identify
16 | any further refunds that are due to clients, Respondent has agreed to restore those funds to his
17 | trust account no later than April 30, 2016, and to make refunds to those clients under the provi-
18 | sions of Paragraphs 14 and 15, above.

19 | 18. Respondent agrees to provide a report to the ODC Audit Manager on the first day
20 | of each month, beginning with May 1, 2016, detailing his ongoing compliance with his duties
21 | under Paragraphs 13, 14, 15, 16, 17 and 18, above. Respondent agrees to reimburse the Associ-
22 | ation for the time spend by ODC's audit manager or designee in reviewing and reporting on Re-
23 | spondent's compliance with his obligations under Paragraphs 13, 14, 15, 16, 17 and 18 at the

1 rate of \$85 per hour. Respondent will make payment within thirty days of each written invoice
2 setting forth the auditor's time and payment due.

3 **III. STIPULATION TO MISCONDUCT**

4 19. By committing the crime of Assault in the Fourth Degree – Domestic Violence, in
5 violation of RCW 9A.36.041, Respondent violated RPC 8.4(i) prohibiting the commission of
6 any unjustified act of assault or other act which reflects disregard for the rule of law.

7 20. By failing to deposit and maintain advance fees from clients into a trust account Re-
8 spondent violated former RPC 1.14(a)¹ and RPC 1.15A(c)(1).

9 21. By failing to maintain individual client ledger records, Respondent violated former
10 RPC 1.14(b)(3) and RPC 1.15A(h)(2) and RPC 1.15B(a)(2).

11 22. By failing to reconcile his trust account ledger balance to the combined total of all
12 client ledger balances, Respondent violated former RPC 1.14(b)(3) and RPC 1.15A(h)(6).

13 23. By failing to promptly refund all client balances upon the conclusion of the repre-
14 sentation, Respondent violated former RPC 1.14(b)(4) and RPC 1.15A(f).

15 **IV. PRIOR DISCIPLINE**

16 24. Respondent has received no prior discipline.

17 **V. APPLICATION OF ABA STANDARDS**

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

20 26. As to the failure to properly handle client funds, the following Standard applies:

21 **4.1 Failure to Preserve the Client's Property**

22 4.11 Disbarment is generally appropriate when a lawyer knowingly
23 converts client property and causes injury or potential injury to a

24 ¹ All references to former RPCs are to the rules in effect prior to the September 1, 2006 revisions.

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- client.
- 4.12 Suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client.
- 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with client property and causes injury or potential injury to a client.
- 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing with client property and causes little or no actual or potential injury to a client.

27. Respondent should have known he was not handling client funds properly and not maintaining adequate trust account records.

28. Clients were injured by not receiving the refunds to which they were entitled in a timely manner. The failure to keep adequate trust account records resulted in potential injury to all clients whose funds were in the trust account.

29. The presumptive sanction for the trust account violations is suspension.

30. As to the unjustified act of assault reflecting disregard for the rule of law, in violation of RPC 8.4(i), the Supreme Court of Washington has found that because RPC 8.4(i) does not have a counterpart in the ABA Model Rules of Professional Conduct, the ABA Standards for Imposing Lawyer Sanctions do not expressly provide for a presumptive sanction. In re Disciplinary Proceeding Against Curran, 115 Wn.2d 747, 771, 801 P.2d 962 (1990). The Court has found that when conduct in violation of RPC 8.4(i) is not directly related to the practice of law, the presumptive sanction is a reprimand. Curran at 772. In In re Disciplinary Proceeding Against Perez-Pena, 161 Wn.2d 820, 833-34, 168 P.3d 408 (2007) the Court noted that the presumptive sanction for a simple assault in violation of RPC 8.4(i), where the misconduct was not directly related to the practice of law, is a reprimand.

1 31. The following aggravating factors apply under ABA Standard 9.22:

2 (d) Multiple offenses; and

3 (i) Substantial experience in the practice of law (admitted 1993).

4 32. The following mitigating factors apply under ABA Standard 9.32:

5 (a) Absence of a prior disciplinary record;

6 (b) Absence of a dishonest motive;

7 (d) Timely good faith effort to make restitution and rectify consequences of mis-
8 conduct. (Upon recently learning of clients who are owed refunds, Respondent
9 immediately began efforts to locate those clients so that refunds can be
10 made.);

11 (g) Character and Reputation (Respondent has provided supporting letters from
12 lawyer colleagues, clients, and community members attesting to Respondent's
13 good character and reputation.); and

14 (l) Remorse (Respondent has expressed genuine remorse for his misconduct).

15 33. An additional mitigating factor is that Respondent has agreed to resolve this matter
16 at an early stage of the proceedings (prior to the matter being reported to a Review Committee).

17 34. The mitigating factors outweigh the aggravating factors such that the presumptive
18 period of suspension, which is usually a minimum of six months under ABA Standard 2.3,
19 should be mitigated to a three-month suspension.

20 **VI. STIPULATED DISCIPLINE**

21 35. The parties stipulate that Respondent shall receive a three-month suspension for his
22 misconduct. Reinstatement is conditioned on a showing of being in full compliance with the
23 obligations Respondent has agreed to undertake in Paragraphs 14, 15, 16, 17, 18, and 36 (g) at

1 the time of his request for reinstatement. Any dispute as to such compliance will be resolved
2 under the provisions of ELC 13.3(b)(2).

3 36. Respondent will be subject to probation for a period of two years commencing upon
4 Respondent's reinstatement to the practice of law, with periodic reviews under ELC 13.8 of his
5 trust account practices, and shall comply with the specific probation terms set forth below:

6 a) Respondent shall carefully review and fully comply with RPC 1.15A and RPC
7 1.15B, and shall carefully review the current version of the publication, Managing Client
Trust Accounts: Rules, Regulations, and Common Sense.

8 b) For all client matters, Respondent shall have a written fee agreement signed by
9 the client, which agreements are to be maintained for least seven years (see RPC
10 1.15B(a)(3)), which shall be in substantially the same form (except for the amount of the
11 hourly fee which may be adjusted) as the fee agreement Attached as Appendix A.

12 c) On a quarterly basis, Respondent shall provide ODC's audit staff with all trust-
13 account records for the time period to be reviewed by ODC's audit staff and disciplinary
14 counsel for compliance with the RPC:

15 i) Months 1 – 3. By no later than the 30th day of the fourth month after the
16 commencement of probation, Respondent shall provide the trust account records
17 from the date of his reinstatement to the end of the third full month.

18 ii) Months 4 – 6. By no later than the 30th day of the seventh month after the
19 commencement of probation, Respondent shall provide the trust account records
20 from the end of the previously provided quarter through the end of month six.

21 iii) Months 7 – 9. By no later than the 30th day of the tenth month after the
22 commencement of probation, Respondent shall provide the trust account records
23 from the end of the previously provided quarter through the end of month nine.

24 iv) Months 10 – 12. By no later than the 30th day of the thirteenth month after
the commencement of probation, Respondent shall provide the trust account rec-
ords from the end of the previously provided quarter through the end of month
twelve.

v) Months 13– 15. By no later than the 30th day of the sixteenth month after
the commencement of probation, Respondent shall provide the trust account rec-
ords from the end of the previously provided quarter through the end of month
fifteen.

vi) Months 16 – 18. By no later than the 30th day of the nineteenth month after
the commencement of probation, Respondent shall provide the trust account rec-

1 ords from the end of the previously provided quarter through the end of month
2 eighteen.

3 vii) Months 19 – 21. By no later than the 30th day of the twenty-second month
4 after the commencement of probation, Respondent shall provide the trust account
5 records from the end of the previously provided quarter through the end of month
6 twenty-one.

7 The trust account records Respondent provides to ODC for each quarterly re-
8 view of his trust account will include: (a) a complete checkbook register for his
9 trust account covering the period being reviewed, (b) complete individual client
10 ledger records for any client with funds in Respondent's trust account during all
11 or part of the period being reviewed, as well as for Respondent's own funds in
12 the account (if any), (c) copies of all trust-account bank statements, deposit slips,
13 and cancelled checks covering the period being reviewed, (d) copies of all trust
14 account client ledger reconciliations for the period being reviewed, and (e) cop-
15 ies of reconciliations of Respondent's trust account check register covering the
16 period being reviewed. The ODC's Audit Manager or designee will review Re-
17 spondent's trust account records for each period.

18 d) On the same quarterly time schedule set forth in the preceding paragraph, Re-
19 spondent will provide ODC's Audit Manager or designee with copies of any and all fee
20 agreements entered into within the time period at issue.

21 e) The ODC's Audit Manager or designee may request additional financial or client
22 records if needed to verify Respondent's compliance with RPC 1.15A and/or 1.15B.
23 Within twenty days of a request from ODC's Audit Manager or designee for additional
24 records needed to verify Respondent's compliance with RPC 1.15A and/or RPC 1.15B,
Respondent will provide ODC's Audit Manager or designee the additional records re-
quested.

f) Respondent will reimburse the Association for time spent by ODC's Audit Man-
ager or designee in reviewing and reporting on Respondent's records to determine his
compliance with RPC 1.15A and RPC 1.15B and his duties under Paragraph 36(g), infra,
at the rate of \$85 per hour. Respondent will make payment within thirty days of each
written invoice setting forth the auditor's time and payment due.

g) Respondent will continue to attempt to locate all clients who are entitled to re-
funds under Paragraphs 13 and 17 above, and will provide a report to the ODC probation
manager on the first day of each month from the approval of this stipulation until De-
cember 31, 2016 detailing his continuing efforts to locate those clients and reporting on
the refunds that have been made.

h) On or before January 15, 2017, Respondent will provide to the ODC probation
manager a report detailing his compliance with the provisions of Paragraph 15 above to
forward the funds for any of the clients who cannot be located to the Washington State
Department of Revenue Unclaimed Property Division no later than December 31, 2016.

1 **VII. RESTITUTION**

2 37. Restitution was ordered by the court as part of Respondent's sentence for the assault
3 conviction, with which Respondent has fully complied. Regarding refunding client balances, as
4 restitution under ELC 13.7, Respondent will fully comply with the provisions of Paragraphs 13,
5 14, 15, 17 and 38(g) above.

6 **VIII. COSTS AND EXPENSES**

7 38. In light of Respondent's willingness to resolve this matter by stipulation at an early
8 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$500 in
9 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l)
10 if these costs are not paid within 30 days of approval of this stipulation. Reinstatement from
11 suspension is conditioned on payment of costs.

12 **IX. VOLUNTARY AGREEMENT**

13 39. Respondent states that prior to entering into this Stipulation he has consulted inde-
14 pendent legal counsel regarding this Stipulation, that Respondent is entering into this Stipulation
15 voluntarily, and that no promises or threats have been made by ODC, the Association, nor by
16 any representative thereof, to induce the Respondent to enter into this Stipulation except as pro-
17 vided herein.

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

20 **X. LIMITATIONS**

21 41. This Stipulation is a compromise agreement intended to resolve this matter in ac-
22 cordance with the purposes of lawyer discipline while avoiding further proceedings and the ex-
23 penditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
24

1 and ODC acknowledge that the result after further proceedings in this matter might differ from
2 the result agreed to herein.

3 42. This Stipulation is not binding upon ODC or the respondent as a statement of all ex-
4 isting facts relating to the professional conduct of the respondent lawyer, and any additional ex-
5 isting facts may be proven in any subsequent disciplinary proceedings.

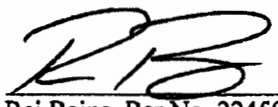
6 43. This Stipulation results from the consideration of various factors by both parties, in-
7 cluding the benefits to both by promptly resolving this matter without the time and expense of
8 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
9 such, approval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

13 44. The parties have agreed that this stipulation will be submitted on or about April 25,
14 2016 to the Disciplinary Board for review. Under Disciplinary Board policy, in addition to the
15 Stipulation, the Disciplinary Board shall have available to it for consideration all documents that
16 the parties agree to submit to the Disciplinary Board, and all public documents. Under ELC
17 3.1(b), all documents that form the record before the Board for its review become public infor-
18 mation on approval of the Stipulation by the Board, unless disclosure is restricted by order or
19 rule of law.


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

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

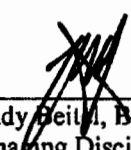
5 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation
6 to Discipline as set forth above.

7 
8 _____
9 Raj Bains, Bar No. 22459
10 Respondent

Dated: 3/23/2016

11 
12 _____
13 David Allen, Bar No. 500
14 Cooper Offenbecher, Bar No. 40690
15 Counsel for Respondent

Dated: 3/23/16

16 
17 _____
18 Randy Beil, Bar No. 7177
19 Managing Disciplinary Counsel

Dated: 3/24/16

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APPENDIX A

LEGAL SERVICES AGREEMENT AND CONTRACT

LEGAL REPRESENTATION: _____ (Client) hereby employs Law Offices of Raj Bains, P.S.C. (Attorney) to provide the necessary legal services to investigate, file, draft, prosecute or defend **DOMESTIC RELATIONS MATTERS** on behalf of Client. No compromise or settlement of the rights and claims of the Client may be made by the Attorney without Client's consent.

RELATIONSHIP: This Agreement shall describe the rights and responsibilities between Attorney and Client. Client authorizes Attorney to engage in legal representation that it believes is reasonably necessary and proper. Representation may include giving oral or written advice, talking or writing to other people and attorneys, preparing and filing court papers, making efforts to settle the case, and any other action Attorney feels is proper and reasonably warranted. The Attorney will make reasonable efforts to communicate to the Client any and all decisions made and the progress of your case. Client agrees to promptly notify Attorney in writing regarding any changes regarding Client's address, phone number, employment and circumstances during the course of the representation. Client must promptly complete and return all papers, such as interrogatories, information, and requests for documents, declarations and other materials related to the case.

ATTORNEY FEES: It is virtually impossible to predict the exact attorney fees and costs that will be incurred in Family Law litigation. Each case is unique and must be dealt with on an individual basis. You will be billed for attorney fees and litigation costs on a monthly basis as they occur.

Attorney's Fees are the law firms' charges to you for the time and labor provided by the attorney and/or legal assistant. The hourly rate is \$300.00 for attorneys and \$100.00 for legal assistants. It is understood that the time for which Client will be charged includes time expended for conferences, telephone calls, e-mail messages, legal research, preparation of documents, travel, hearings, and more. Client agrees to pay all "fees" which are associated with this matter.

COSTS: The second category of expense is called "Litigation Costs." Costs refer to the charges you incur which relate to your case in addition to attorney's fees. Costs are added to your bill in addition to the attorney's fees. Costs usually include court filing fees, service of legal papers on the opposing party, document copying, facsimiles, and transportation costs (if outside the County). Some cases necessitate the hiring of expert consultants such as: guardians ad litem, mediators, psychologists, appraisers, or accountants. The fees charged by these experts are litigation costs. These expenses are either added to your bill or you are billed directly by the providing expert. Client agrees to pay all reasonable and necessary "costs" which are associated with this matter.

ADVANCED FEE DEPOSIT AND ADDITIONAL PAYMENTS: Client agrees to pay to Law Offices of Raj Bains trust account an advance fee deposit of three thousand five hundred (\$3,500.00) Dollars in cash, check, or credit card. This sum shall be applied to fees and costs as accrued throughout this case.

This Agreement shall not take effect, and Attorney will have no obligation to provide legal services, until Client pays this advance fee deposit. This deposit must be replenished by the Client each month to the extent draws have been made against this deposit each month and to pay whatever other fees and expenses may have been incurred. Client agrees that, upon notice when said funds are below \$500.00, Client will replace said funds promptly to maintain a deposit balance of at least \$2,000.00, or your Attorney is entitled to terminate its services.

Client understands that charges for services may – and definitely will if these proceedings are contested – exceed Three Thousand Five Hundred Dollars (\$3,500.00) and agrees to pay Attorney amounts in excess of \$3,500.00 for services rendered. Client acknowledges that Attorney has not given any other estimate of the fees that will be incurred in this case, including total fees, as each case is unique. All unpaid balances shall accrue a finance charge of one (1%) percent each month.

Client must make an additional deposit (i.e., in addition to the regular replenishment set forth above) in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) thirty (30) days before mediation to be applied toward the fees for preparing for and participating in mediation. Client must make an additional deposit of Five Thousand Dollars (\$5,000.00) seventy (70) days before trial to be applied toward the fees for preparing for and participating in trial. These additional deposits are not to be construed in any way as flat fees for going to mediation or trial, nor can Attorney provide Client with an estimate regarding how much mediation, arbitration or trial will ultimately cost as each case is different. Furthermore, these additional deposits shall not affect the Client's responsibility to continue to replenish the advance fee deposit.

At reasonable intervals (generally, on a monthly basis), Client will receive a billing statement documenting all accrued fees and costs then owing. Statements may be delivered by any reasonable means to Client or to any of Client's last known addresses and, if mailed, shall be deemed received three (3) days after the date sent, excluding Saturdays, Sundays and postal holidays. Statements sent by e-mail shall be deemed received the next business day. Client has been advised to review their bills upon receipt and urged to ask questions regarding the bill if they have the slightest question. Client shall object to a charge, by a signed writing delivered to Attorney within five (5) days of statement receipt or Client's trust funds will be transferred into Attorney's General Account at that time. Charges documented by time-slips, receipts, or other evidence shall be presumed correct. Client agrees that Attorney shall have the right to cease legal work and to keep all funds received for legal services and costs up to the amount actually owed, in the event the Client does not pay their bill or make additional deposits as requested by Attorney, and a one per cent (1%) per month compounding interest will be charged on any unpaid balance. There shall be a \$50.00 penalty/charge for each NSF check written to Attorney by or on behalf of Client. Attorney accepts payment by check, cash, wire transfer or credit card. If Client chooses to make payment by credit card, Client shall be responsible for any credit card processing fees assessed to Attorney (about 3% for U.S. based cards, but generally more for non-U.S. cards). Such fees will be placed on your subsequent invoice.

Attorney's fees and costs are your responsibility. In the event that your spouse agrees to, or is ordered by the court to, contribute to the attorney's fees and costs incurred in this case, such fees, if received, will be credited to your account or reimbursed to you. You must keep in mind that regardless of whether the court orders your spouse to contribute to the attorney's fees and costs incurred, your account is only credited with such funds when and if they are received, and that the primary responsibility for payment is yours.

You and the attorney have discussed the joint legal representation, attorney fees and costs at your first meeting. You understand that the joint legal representation will not cause you to incur any additional costs. Any questions that you have will be answered in a timely manner. Please immediately ask questions and voice any concerns that you might have pertaining to the Legal Services Agreement and any billing issues as needed.

CLIENT COOPERATION: You fully understand that your cooperation in this case is essential and agree to accurately present the facts to your attorney, and to inform the law firms of any changes in address, telephone number, employment, or any other material circumstances which may have an effect on your case. You further agree that you will fill out any papers sent to you such as interrogatories and requests for information or documents and to return the requested information or documents as soon as reasonably possible. You will promptly meet with Attorney when requested. You will cooperate and comply with court orders associated with this case.

TERMINATION: Client authorizes attorney to withdraw consistent with RPC 1.16(d) and the applicable court rules from representing Client in this matter in the event Client breaches any provision of this Agreement or fails to promptly remit payment for all services rendered and costs incurred, fails to replenish the advance fee deposit set forth above, or fails make the required trial deposit set forth above. In the event of withdrawal or termination, Client agrees to promptly remit payment for all fees then accrued together with unreimbursed costs and late fees, if any. Client acknowledges that Client's file and all papers received by or generated by Attorney is the property of Attorney although Client shall receive copies of all such documents as they are received by or generated by Attorney. In the event that Client wishes a copy of their file upon termination of representation (essentially, another copy due to the above-referenced, ongoing receipt), Client agrees to pay Attorney's copy costs in making said copy at a rate of \$.20 cents per page. Client has four (4) weeks after the close of the representation to make such arrangements. In the event that no such arrangement has been made, Client agrees that the documents have been abandoned and authorizes Attorney to destroy them if Attorney chooses to do so. Attorney may send the file to storage. Client shall be responsible for the cost of retrieving the file from storage and said fee shall be \$75.00 (the cost of retrieval is in addition to any costs for copying the file at Client's request).

DISCLAIMER: You understand that the law firms cannot make, and have not made, any guarantees or warranties regarding the disposition or outcome of your case.

COSTS OF COLLECTION & VENUE: Client shall pay reasonable attorney's fees and all costs of collecting Client's unpaid account balance. The attorney's fees shall be calculated at the same rate as that charged for services as reflected on page 2 of this Agreement (i.e., \$300.00 per hour). Collection costs shall be paid whether incurred by a

collection agent or as a result of legal action by or on behalf of Attorney. Client agrees King County Superior Court shall be a proper venue for a collection lawsuit. Client agrees that Attorney shall have a lien on any and all causes of action, proceeds, and judgments for sums due the Attorney for fees, costs and disbursements.

E-MAIL COMMUNICATION AUTHORIZATION: Attorney has found that communications with our clients, opposing counsel and others are greatly facilitated by the use of e-mails via the Internet. Unfortunately, we cannot rule out the interception of information contained in e-mails by those misusing the resources of the Internet. Using e-mail communication therefore poses some risk. Accordingly, in order for us to utilize the Internet for e-mail communication in connection with your case, we require that each client specifically authorize us to do so. Client will provide Attorney with a reliable and secure e-mail address in order to facilitate the transfers of documents and communication.

_____ I approve the use of e-mail communication by Attorney and its attorneys and staff in connection with their representation of me.

BEST EFFORTS: Attorney agrees to give its best efforts in representing Client, but Client understand that Attorney makes no promises or guarantees about the outcome of the case, including the outcome of any motion hearing, and that any words, statements, or advice construed as such are opinion only.

FULL AGREEMENT: This document is the full and entire agreement between you and the Law Office of Raj Bains.

I acknowledge that I have read the foregoing paragraphs regarding attorney's fees, costs and the need to cooperate with the law firms with respect to my case. I further acknowledge that I have discussed the issue of fees and costs with a representative of Law Offices of Raj Bains, and that I have been provided answers to any questions I had. I understand and I agree to fulfill the employment conditions as addressed in this Agreement.

DATED: _____

Client's Signature

Client's Name (Please Print)

Law Offices of Raj Bains
Raj Bains; WSBA #22459

FILED
JUN 03 2016
DISCIPLINARY
BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

RAJ BAINS,
Lawyer (WSBA No. 22459)

Proceeding No. 16#00057

**CORRECTED ORDER APPROVING
STIPULATION TO THREE-MONTH
SUSPENSION**

This matter came before the Disciplinary Board for approval of a stipulation to suspension. On review of the March 24, 2016, Stipulation to Suspension,

IT IS ORDERED that the Stipulation is approved.¹

Dated this 3rd day of June, 2016.

Stephanie Bloomfield
Stephanie Bloomfield
Disciplinary Board Chair

CERTIFICATE OF SERVICE

I certify that I caused a copy of the Corrected Order Approving Stip to 3 month
to be delivered to the Office of Disciplinary Counsel and to be mailed Suspension
to Raj Bains Respondent/Respondent's Counsel
at PO Box 22077 Federal Way, WA 98003 by Certified/first class mail
postage prepaid on the 3rd day of June, 2016

[Signature]
Clerk/Counsel to the Disciplinary Board

¹The vote on this matter was unanimous. Those voting were: Bloomfield, Carney, Davis, Coy, Fischer, Startzel, Berger, Cottrell, Smith, Myers, Egeler and Silverman. Denton and Andeen did not participate.

002