

IN THE SUPREME COURT
OF THE STATE OF OREGON

In re:)
)
Complaint as to the Conduct of) Case No. 05-82
)
JAMES W. BRITT,)
)
Accused.)

Counsel for the Bar: D. Michael Wells; Jane E. Angus
Counsel for the Accused: George L. Derr
Disciplinary Board: None
Disposition: Violation of DR 1-102(A)(3), DR 5-108(B), and
DR 6-101(A). Stipulation for Discipline.
Six-month suspension.
Effective Date of Order: May 15, 2006

ORDER APPROVING STIPULATION FOR DISCIPLINE

This matter having been heard upon the Stipulation for Discipline entered into by James W. Britt (hereinafter "Accused") and the Oregon State Bar, and good cause appearing,

IT IS HEREBY ORDERED that the stipulation between the parties is approved. The Accused is suspended from the practice of law for six months for violations of DR 1-102(A)(3), DR 5-108(B), and DR 6-101(A) of the Code of Professional Responsibility, effective April 30, 2006, or three days after the date of this order, whichever is later.

DATED this 12th day of May 2006.

/s/ Gregory E. Skillman
Gregory E. Skillman, Region 2
Disciplinary Board Chairperson

/s/ John A. Berge
John A. Berge
State Disciplinary Board Chairperson

STIPULATION FOR DISCIPLINE

James W. Britt, attorney at law (hereinafter “the Accused”), and the Oregon State Bar (hereinafter “the Bar”) hereby stipulate to the following matters pursuant to Oregon State Bar Rule of Procedure 3.6(c).

1.

The Bar was created and exists by virtue of the laws of the State of Oregon and is, and at all times mentioned herein was, authorized to carry out the provisions of ORS Chapter 9, relating to the discipline of attorneys.

2.

The Accused was admitted by the Oregon Supreme Court to the practice of law in Oregon on September 25, 1996, and has been a member of the Oregon State Bar continuously since that time, having his office and place of business in Lane County, Oregon.

3.

The Accused enters into this Stipulation for Discipline freely, voluntarily, and with the advice of counsel. This Stipulation for Discipline is made under the restrictions of Bar Rule of Procedure 3.6(h).

4.

On June 10, 2005, the State Professional Responsibility Board directed that the Accused be charged with violating DR 1-102(A)(3), dishonesty or misrepresentation, DR 6-101(A), failure to provide competent representation, and DR 5-108(B), avoiding influence by others than the client.

5.

The parties intend that this stipulation set forth all relevant facts, violations, and the agreed-upon sanction as a final disposition of this proceeding.

FACTS AND VIOLATIONS

6.

At all material times, John A. Williams (hereinafter “Williams”) was a financial planner and insurance agent who sold, among other things, life insurance and annuities. Williams’ and the Accused’s offices were located in the same office suite.

7.

During the 1990s, Williams became acquainted with Verlin A. Stubbs, *aka* Smoke Stubbs, and Loyd E. Stubbs, elderly brothers who resided in Brownsville, Oregon. Through this acquaintance, Williams learned that Verlin Stubbs and Loyd

Stubbs owned a farm in Brownsville and jointly controlled several bank accounts and certificates of deposit. Williams also learned that upon the death of one of them, the surviving brother would be the beneficiary of all assets owned by the deceased brother.

8.

In and after May 1998, Loyd Stubbs was about 87 years old and was not fully capable of making important decisions regarding financial investments and legal affairs, or of fully understanding the legal meaning, significance, and consequences of decisions and transactions.

9.

In and between about May 1998 and February 1999, Williams caused and assisted Loyd Stubbs to purchase annuities from ReliaStar Insurance Company, of which Williams was a commissioned sales agent. The annuity contracts were flexible deferred premium annuities that matured and were payable in 2012, at which time Loyd Stubbs would be about 100 years old.

10.

Verlin Stubbs died on or about December 18, 1998. Within days of Verlin Stubbs' death, Williams caused and assisted Loyd Stubbs to access funds Loyd Stubbs jointly held in bank accounts and certificates of deposit with Verlin Stubbs and to consolidate those funds into an account at Key Bank in Brownsville, Oregon.

11.

On or about December 29, 1998, Williams caused and assisted Loyd Stubbs to transfer \$198,000 from the Key Bank account to an account at Waddell and Reed, a financial services company, of which Williams was a commissioned sales agent.

12.

PROBATE MATTER

In or about January 1999, Williams asked the Accused to represent Loyd Stubbs (hereinafter "Stubbs") concerning the administration of the estate of Verlin Stubbs. The Accused agreed to represent Stubbs and on or about January 13, 1999, prepared a Fee Agreement for legal services and an Understanding and Acceptance of Fee Agreement, which the Accused delivered to Williams to be presented to Stubbs. On or about January 14, 1999, Stubbs signed the Understanding and Acceptance of Fee Agreement, which Williams thereafter delivered to the Accused (hereinafter "Fee Agreement"). Pursuant to the terms of the Fee Agreement, the Accused agreed to perform services normally performed in connection with the probate of an estate.

13.

Based on information Williams provided to the Accused, the Accused prepared a Petition for Administration of Intestate Estate and Appointment of Personal Representative for Probate (hereinafter "Petition"), which the Accused delivered to Williams to be presented to Stubbs. Among other things, the Petition recited that Verlin Stubbs died intestate; Stubbs was willing to serve and was not disqualified from serving as personal representative of the estate of Verlin Stubbs under the provisions of ORS 113.095; and that the heirs of Verlin Stubbs consisted of Stubbs, three other brothers and a sister. On or about January 28, 1999, Stubbs signed the Petition, which Williams thereafter delivered to the Accused.

14.

On or about February 2, 1999, the Accused filed the Petition in the Circuit Court of the State of Oregon for the County of Linn, Case No. 19866 (hereinafter "Probate Case"). On February 10, 1999, the court signed an Order for Administration of Intestate Estate and Appointment of Personal Representative in the Probate Case, by which Stubbs was appointed to serve as the personal representative of the estate of Verlin Stubbs.

15.

Based on information Williams provided to the Accused, the Accused prepared an inventory of the property of Verlin Stubbs' estate and delivered it to Williams to be presented to Stubbs. According to the inventory, the estimated total value of Verlin Stubbs' estate was \$68,981.61, including \$57,481.61 in a money market checking account and a certificate of deposit; and four motor vehicles valued at approximately \$11,500 (hereinafter "Inventory").

16.

On or about April 13, 1999, Stubbs signed the Inventory certifying that it was a complete inventory of all the property of the estate that had come into his possession or knowledge. Williams returned the signed Inventory to the Accused, and on about May 10, 1999, the Accused filed the Inventory with the court.

17.

In or about April 1999, the Accused prepared Waivers of Notice of Information required by ORS 113.145(1)(a)-(f) to be signed by Verlin Stubbs' heirs. The Accused delivered the waivers to Williams to be delivered to the heirs for their signatures. In or about late April 1999, Williams returned only two signed waivers to the Accused.

18.

On or about September 15, 1999, based on information Williams provided to the Accused, the Accused prepared a Verified Statement in Lieu of Final Account and Petition for Decree of Final Distribution (hereinafter "Verified Statement"). The Accused delivered the statement to Williams to be presented to Stubbs.

19.

The Verified Statement recited that the total value of the estate was \$68,981.61, consisting of \$57,411.26 in cash, and motor vehicles valued at \$11,500. The Verified Statement also recited that the cash had been used to purchase an investment contract with ReliaStar Insurance Company, Account No. SFUA019797, and that no funds had been distributed from the account. The statement also recited that titles to the four motor vehicles had been transferred to the personal representative; and that all Oregon income, inheritance and personal property taxes due from the estate had been paid, and all required tax returns had been filed.

20.

Verlin Stubbs' cash funds and other property identified in the Inventory were not used to purchase the ReliaStar Insurance Company annuity, Account No. SFUA019797. The \$57,411.26 identified in the Inventory was withdrawn from Key Bank on February 12, 1999, and was not accounted for in the Verified Statement. On or about September 15, 1999, Stubbs signed the Verified Statement. Williams returned the Verified Statement to the Accused, and on September 23, 1999, the Accused filed the statement with the court.

21.

On or about September 27, 1999, the court signed an Order Approving Verified Statement and Decree of Final Distribution. Pursuant to the order, the Accused was awarded \$1,200 as a reasonable attorney fee, and the remaining assets were to be divided equally among Verlin Stubbs' five heirs. Based on information Williams provided to the Accused, in or about December 1999, the Accused prepared and delivered Final Distribution Receipts to Williams to be presented to and signed by Verlin Stubbs' heirs. The distribution receipts did not identify the property or its value distributed to each of the heirs. In or about January 2000, Williams returned signed Final Distribution Receipts to the Accused. On or about April 3, 2000, the Accused filed the receipts with the court.

22.

In or about April 2000, based on information Williams provided to the Accused, the Accused prepared an Order Discharging Personal Representative and Closing Estate, which he thereafter presented to the court. The court signed the order on April 5, 2000 and closed the Probate Case.

23.

Throughout the Accused's representation of Stubbs, the Accused permitted Williams to direct or regulate the Accused's representation. At no time during the representation did the Accused meet, speak to, or otherwise communicate directly with Stubbs. The Accused did not know whether Stubbs existed.

24.

In and between about January 1999 and April 2000, the Accused:

- (a) did not confirm that Stubbs wanted the Accused to provide representation and legal services concerning the probate of the estate of Verlin Stubbs;
- (b) did not meet, speak to, or otherwise communicate directly with Stubbs;
- (c) did not determine or verify Stubbs' mental capacity and that he was otherwise competent to serve as the personal representative of Verlin Stubbs' estate;
- (d) did not determine or verify that Verlin Stubbs did not have a will and died intestate;
- (e) did not determine the extent, nature and value of Verlin Stubbs' property;
- (f) did not obtain and review documents to verify the existence, status and value of Verlin Stubbs' property;
- (g) did not determine that Verlin Stubbs owned any interest in real property;
- (h) did not identify and include all of Verlin Stubbs' property in the Inventory of the estate;
- (i) did not communicate with the persons identified in the Petition as Verlin Stubbs' heirs;
- (j) did not provide notice and information concerning the Petition and probate of Verlin Stubbs' estate to the persons required by ORS 113.145(1)(a)-(f);
- (k) did not determine and verify that the persons identified in the Petition as the heirs of Verlin Stubbs signed the waivers of notice of information;
- (l) did not monitor or determine the expenditure of funds by the personal representative during the probate of Verlin Stubbs' estate;
- (m) did not review documents, verify and otherwise determine that property identified in the Inventory and Verified Statement had been used to purchase the ReliaStar Insurance Company investment; did not account for the distribution of \$57,526 in cash identified in the Inventory and Verified Statement;
- (n) did not probate the will of Verlin Stubbs;

(o) did not review and verify that all Oregon income, inheritance and personal property taxes due from the estate had been paid, and all required tax returns had been filed;

(p) did not prepare or cause to be prepared and filed all required state and federal tax returns;

(q) did not determine and verify that the heirs of Verlin Stubbs signed the Final Distribution Receipts;

(r) did not determine and verify the amount of the distribution to each of Verlin Stubbs' heirs;

(s) did not determine and verify that each of Verlin Stubbs' heirs received the distribution from Verlin Stubbs' estate;

(t) did not transfer title or ownership of Verlin Stubbs' interest in real property to Stubbs;

(u) did not verify information provided by Williams; allowed Williams to direct the Accused's representation of Stubbs; and

(v) did not consult with lawyers experienced in probate matters for advice concerning his handling of Verlin Stubbs' probate and estate.

25.

The Accused admits that the aforesaid conduct constituted violation of DR 5-108(B) and DR 6-101(A) of the Code of Professional Responsibility.

AMENDMENT TO TRUST AGREEMENT

26.

In or about early January 1999, Williams asked the Accused to prepare an amendment to the Loyd Stubbs' Revocable Living Trust Agreement to add Williams as a co-successor trustee and change other provisions to the trust agreement. Based on the information provided by Williams, the Accused prepared a First Amendment to the Loyd Stubbs Revocable Living Trust Agreement (hereinafter "First Amendment") pursuant to which Williams was added as a co-successor trustee and other provisions were changed. The Accused delivered the amendment to Williams to be presented to Stubbs. On or about January 28, 1999, Stubbs signed the First Amendment. Thereafter, Williams delivered a copy of the First Amendment to the Accused.

27.

Throughout the representation, the Accused permitted Williams to direct or regulate the Accused's representation of Stubbs concerning the First Amendment to the Loyd Stubbs Revocable Trust Agreement. At no time during the representation did the Accused meet or communicate directly with Stubbs.

28.

In and after about January 1999, the Accused:

(a) did not confirm that Stubbs wanted the Accused to provide representation to prepare the First Amendment to the Loyd Stubbs Revocable Trust Agreement adding Williams as a co-trustee and other provisions to the trust;

(b) did not determine Stubbs' mental capacity and that he was competent to understand and understood the legal nature, meaning and consequences of adding Williams as a co-trustee and other provisions to the trust; failed to determine and verify that Stubbs was not acting under restraint, undue influence, duress or misrepresentation;

(c) did not advise Stubbs concerning the nature, meaning and consequences of adding Williams as a co-trustee and other provisions to the trust;

(e) did not meet or communicate directly with Stubbs; and

(f) did not verify information provided by Williams.

29.

The Accused admits that the aforesaid conduct constituted violation of DR 5-108(B) and DR 6-101(A) of the Code of Professional Responsibility.

POWER OF ATTORNEY

30.

In or about early July 1999, Williams asked the Accused to prepare a power of attorney appointing Williams as Stubbs' agent and attorney in fact. Based on the information provided by Williams, the Accused prepared a Durable Power of Attorney for Stubbs (hereinafter "Power of Attorney") and delivered it to Williams to be presented to Stubbs. Pursuant to the terms of the Power of Attorney, Williams was granted the power: to take possession, sell and dispose of Stubbs' real and personal property in any manner; to make gifts to or for the benefit of Williams, Williams' estate, creditors, the creditors of Williams' estate, and any person whom Williams had a duty to support; to make withdrawals from Stubbs' living trust for the purpose of making gifts to himself and others; and to take other actions for and on Stubbs' behalf.

31.

On or about July 7, 1999, Stubbs signed the Power of Attorney and Williams thereafter delivered a copy thereof to the Accused. On or about July 7, 1999, Williams, using the Power of Attorney, rented a private mail box in Eugene, Oregon, in the name of Loyd Stubbs. Stubbs did not know about the mail box.

32.

On or about July 8, 1999, Williams used the Power of Attorney to open a joint bank account at US Bank in Eugene, Oregon in the name of "John A. Williams or Loyd E. Stubbs" (hereinafter "Joint Account"). Williams directed US Bank to send all bank statements for the Joint Account to the private mail box he had previously rented. Stubbs did not know about the US Bank account or the private mail box.

33.

Between about July 8, 1999, and July 13, 1999, Williams delivered requests to liquidate the annuities Stubbs had purchased from ReliaStar Insurance Company, and also directed that the proceeds of these transactions be transferred to and deposited in the Joint Account Williams had established at US Bank. On July 12 and 13, 1999, ReliaStar Insurance Company liquidated the annuities and mailed checks totaling \$414,968.82 to US Bank in Eugene, Oregon, where they were deposited into the Joint Account.

34.

From and between about July 23, 1999, through September 20, 1999, Williams withdrew and transferred approximately \$414,968.82 of Stubbs' funds from the Joint Account at US Bank into Williams' personal accounts he had established at US Bank and Bank of America. On or about September 20, 1999, the Joint Account was closed. On or about August 23, 1999, Williams caused funds he obtained from and belonged to Stubbs to be wire transferred to Belize Bank Limited in Belize, Central America.

35.

Williams wrongfully converted Stubbs' funds to his own use and benefit, and violated the criminal laws.

36.

Throughout the Accused's representation of Stubbs, the Accused permitted Williams to direct or regulate the Accused's representation concerning the Power of Attorney. At no time during the representation did the Accused meet or communicate directly with Stubbs.

37.

In and after about July 1999, the Accused:

(a) did not confirm that Stubbs wanted the Accused to provide representation to prepare the Power of Attorney granting Williams powers and control over Stubbs' financial and other affairs;

(b) did not meet or communicate directly with Stubbs;

(c) did not determine Stubbs' mental capacity and that he was competent to understand and understood the legal nature, meaning and consequences of the powers granted to Williams by the Power of Attorney;

(d) did not advise Stubbs concerning the nature, meaning and consequences of the Power of Attorney and the powers granted to Williams by the Power of Attorney;

(e) did not determine and verify that Stubbs was not acting under restraint, undue influence, duress or misrepresentation; and

(f) did not verify information provided by Williams.

38.

The Accused admits that the aforesaid conduct constituted violation of DR 5-108(B) and DR 6-101(A) of the Code of Professional Responsibility.

SECOND AMENDMENT TO TRUST AGREEMENT

39.

In or about July 1999, Williams asked the Accused to prepare an amendment to the Loyd Stubbs' Revocable Living Trust Agreement to add provisions for disposition of his tangible personal property; to make cash gifts to Stubbs' girlfriend and Stubbs' nephew; and to provide for disposition of certain real property. Based on the information provided by Williams, the Accused prepared a Second Amendment to the Loyd Stubbs Revocable Living Trust Agreement, which added provisions for disposition of Stubbs' tangible personal property; made cash gifts to Stubbs' girlfriend and his nephew totaling \$75,000; and provided for disposition of certain real property (hereinafter "Second Amendment"). The Accused delivered the amendment to Williams to be presented to Stubbs.

40.

On or about July 7, 1999, Stubbs signed the Second Amendment to the Loyd Stubbs Revocable Trust Agreement. Thereafter, Williams delivered a copy of the amendment to the Accused.

41.

Throughout the representation, the Accused permitted Williams to direct or regulate the Accused's representation of Stubbs concerning the Second Amendment. At no time during the representation did the Accused meet or communicate directly with Stubbs.

42.

In and after July 1999, the Accused:

(a) did not confirm that Stubbs wanted the Accused to provide representation to prepare the Second Amendment to the Loyd Stubbs Revocable Trust Agreement adding and modifying provisions to the trust;

(b) did not meet or communicate directly with Stubbs;

(c) did not determine Stubbs' mental capacity and that he was competent to understand and understood the legal nature, meaning and consequences of the Second Amendment to the Loyd Stubbs Revocable Trust Agreement;

(d) did not advise Stubbs concerning the nature, meaning and consequences of the Second Amendment to the Loyd Stubbs Revocable Trust Agreement;

(e) did not determine and verify that Stubbs was not acting under restraint, undue influence, duress or misrepresentation; and

(f) did not verify information provided by Williams.

43.

The Accused admits that the aforesaid conduct constituted violation DR 5-108(B) and DR 6-101(A) of the Code of Professional Responsibility.

LETTER OF REFERENCE

44.

In or about September 1999, Williams told the Accused that Stubbs wanted to give Williams a substantial monetary gift, but did not disclose the amount of the gift. On or about September 20, 1999, at Williams' request, the Accused prepared a letter for the benefit of Williams in which the Accused purported to verify that Williams received a monetary gift from Stubbs in 1999.

45.

In the September 20, 1999, letter, the Accused represented that Stubbs was of sound mind and not acting under any restraint, undue influence, duress, or fraudulent misrepresentation; Stubbs was aware of the nature and extent of his property; Stubbs' consideration for the gift was love, friendship, and a desire to leave his family and friends gifts *inter vivos*; Williams was an outstanding member of his community, very active with his church and children's school and education; and the Accused had known Williams for a number of years and that he had come to know Williams as a man of character, with very strong beliefs and values. In making these representations, the Accused knew that some of them were false, and that he had no or insufficient information to make others.

46.

The Accused knew that Williams intended to use, and the Accused intended that Williams use, the September 20, 1999, letter by presenting it to third parties, and that those third parties would rely on the Accused's representations.

47.

The Accused admits that the aforesaid conduct constituted violation of DR 1-102(A)(3) of the Code of Professional Responsibility.

SANCTION

48.

The Accused and the Bar agree that in fashioning an appropriate sanction, the ABA *Standards for Imposing Lawyer Sanctions* (hereinafter "*Standards*") are considered. The *Standards* require that the Accused's conduct be analyzed by the following factors: (1) the ethical duty violated; (2) the attorney's mental state; (3) the actual or potential injury; and (4) the existence of aggravating and mitigating circumstances.

a. *Duties violated.* The Accused violated duties to his client and the public. *Standards*, §§ 4.5, 5.0.

b. *Mental state.* The Accused's conduct demonstrates knowledge and negligence. "Knowledge" is the conscious awareness of the nature or attendant circumstances of the conduct but without the conscious objective to accomplish a particular result. "Negligence" is the failure of a lawyer to heed a substantial risk that circumstances exist or that a result will follow, which failure is a deviation from the standard of care that a reasonable lawyer would exercise in the situation. *Standards*, p. 7.

The Accused knew he had never met and never made an effort to meet his client. He knew that the client was elderly. The Accused also knew he had not confirmed the client's wishes and that he had not made any assessment of the client's competency or understanding of the legal documents. The Accused also knew that he was allowing a third party, James Williams, to direct the representation and work to be performed for the client.

The Accused's conduct also demonstrates negligence insofar as he failed to understand the most fundamental legal doctrines and procedures. He simply utilized forms found in a CLE publication to prepare documents when Williams, the person arranging for and directing his services, asked for them. It did not occur to the Accused that he needed to meet the client, or to assess the client's mental competency or understanding of the effect of the documents.

c. *Injury.* The *Standards* define "injury" as "harm to the client, the public, the legal system or the profession which results from a lawyer's conduct." "Potential injury" is harm to the client, the public, the legal system, or the profession that is

reasonably foreseeable at the time of the lawyer's conduct. *Standards*, p. 7. An injury does not need be actual, but only potential to support the imposition of sanctions. *In re Williams*, 314 Or 530, 840 P2d 1280 (1992).

The Accused caused actual and potential injury to his client. The Accused did not "intend" to cause his client harm at least insofar as he did not act with that objective. The Accused did not knowingly conspire with Williams to steal the client's funds. Williams manipulated Loyd Stubbs. He also manipulated the Accused. Williams recognized the Accused as someone he could use to accomplish the objectives. The documents that the Accused prepared and delivered to Williams were used by Williams to access Stubbs' assets.

A guardian/conservator was eventually appointed for Loyd Stubbs. Legal action was taken against the Accused and the annuity company that cashed in and disbursed proceeds of Stubbs' annuity. The Professional Liability Fund paid policy limits—\$300,000—to Stubbs' estate. Additional funds were paid by the annuity company. Williams was indicted and convicted of criminal conduct in federal court. The Accused cooperated with the US Attorney's Office and testified against Williams. Although a substantial portion of the funds taken have been reimbursed, that action has been at a cost to Stubbs' estate. Attorneys for his estate continue collection efforts.

d. *Aggravating factors*. "Aggravating factors" are considerations that justify an increase in the degree of discipline to be imposed. *Standards*, § 9.22. There are multiple offenses and a pattern of misconduct. *Standards*, § 9.22(d), (c). The Accused's client was vulnerable. He was elderly and suffered progressive symptoms of dementia.

e. *Mitigating factors*. The *Standards* also recognize mitigating factors. *Standards*, § 9.32. The Accused has no prior record of formal discipline. *Standards*, § 9.32(a). He did not act with dishonest motives. *Standards*, § 9.32(b). The Accused cooperated with the disciplinary authorities in the investigation and in resolving this disciplinary proceeding. *Standards*, § 9.32(e). Although the Accused was admitted to practice law in 1996, at the time of the misconduct in this case, he had limited experience. *Standards*, § 9.32(f). Forced or compelled restitution is neither an aggravating or mitigating factor. *Standards*, §§ 9.4(a), 9.32(l).

49.

The *Standards* provide that suspension is generally appropriate when a lawyer engages in an area of practice in which the lawyer knows he or she is not competent, and causes injury or potential injury to a client. *Standards*, § 4.52. Suspension is also generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. *Standards*, § 7.2.

50.

Case law is in accord with the *Standards*. See, e.g., *In re Chambers*, 292 Or 670, 642 P2d 286 (1982) (two-year suspension for violation of DR 6-101(A), DR 7-101(A), and DR 7-102(A)(5)); *In re Gresham*, 318 Or 162, 864 P2d 360 (1993) (91-day suspension for violation of DR 6-101(A), DR 6-101(B), and DR 1-102(A)(4)); *In re Rudie*, 290 Or 740, 662 P2d 321 (1983) (seven-month suspension for failure to provide competent representation, neglect, and failure to carry out a contract of employment); *In re Blakely*, 11 DB Rptr 59 (1997) (six-month suspension for violation of DR 1-102(A)(3), DR 1-102(A)(4), DR 6-101(A), and DR 7-102(A)(3) and (5)).

51.

Consistent with the *Standards* and Oregon case law, the Bar and the Accused agree that the Accused shall be suspended for six (6) months for violation of DR 1-102(A)(3), DR 5-108(B), and DR 6-101(A) of the Code of Professional Responsibility. The suspension shall be effective April 30, 2006, or three (3) days after this stipulation is approved by the Disciplinary Board, whichever is later.

EXECUTED this 17th day of April 2006.

/s/ James W. Britt

James W. Britt
OSB No. 96484

OREGON STATE BAR

By: /s/ Jane E. Angus

Jane E. Angus
OSB No. 73014
Assistant Disciplinary Counsel