

C L I E N T P R O T E C T I O N F U N D



Trustees' Annual Report: Fiscal Year 2020

LAWYERS' INDEMNITY FUND EST. 1960 • CLIENT PROTECTION FUND EST. 1994



WASHINGTON STATE BAR ASSOCIATION
1325 Fourth Avenue, Suite 600, Seattle, WA 98101-2539
206-727-8200

PURPOSE OF THE CLIENT PROTECTION FUND

“The purpose of this rule is to create a Client Protection Fund, to be maintained and administered as a trust by the Washington State Bar Association (WSBA), in order to promote public confidence in the administration of justice and the integrity of the legal profession. [...] Funds accruing and appropriated to the Fund may be used for the purpose of relieving or mitigating a pecuniary loss sustained by any person by reason of the dishonesty of, or failure to account for money or property entrusted to, any member of the WSBA as a result of or directly related to the member's practice of law (as defined in GR 24), or while acting as a fiduciary in a matter directly related to the member's practice of law. Such funds may also, through the Fund, be used to relieve or mitigate like losses sustained by persons by reason of similar acts of an individual who was at one time a member of the WSBA but who was at the time of the act complained of under a court ordered suspension.”

Admission and Practice Rules 15(a) and (b).

WASHINGTON STATE BAR ASSOCIATION
CLIENT PROTECTION FUND, FISCAL YEAR 2020

FY 2020 TRUSTEES	
Rajeev Majumdar, President	Blaine
Hunter Abell	Seattle
Sunitha Anjilvel	Seattle
Daniel Clark	Yakima
Peter Grabicki	Spokane
Carla Higginson, Client Protection Board Liaison	Friday Harbor
Kim Hunter	Kent
Jean Kang	Seattle
Russell Knight	Tacoma
Tom McBride	Olympia
Bryn Peterson	Mercer Island
Kyle Sciuchetti	Portland
Alec Stephens	Seattle
Paul SweGLE	Seattle
Hon. Brian Tollefson, Ret.	Tacoma

FY 2020 CLIENT PROTECTION BOARD	
Carrie Umland, Chair	University Place
Luis Beltrán	Tacoma
Tracy Flood	Port Orchard
Matthew Honeywell	Seattle
Efrem Krisher	Bellevue
Dana Laverty	Covington
Sarah Moen	Seattle
Gloria Ochoa-Bruck	Spokane
Daniel Rogers	Shoreline
Emily Sheldrick	Vancouver
Mark Stiefel	Kirkland
Todd Wildermuth	Seattle

WSBA STAFF TO THE CLIENT PROTECTION BOARD	
Nicole Gustine	Assistant General Counsel; CPF Liaison/Secretary
Brenda Jackson	CPF Analyst

WASHINGTON STATE BAR ASSOCIATION
CLIENT PROTECTION FUND, FISCAL YEAR 2020

TABLE OF CONTENTS

I. HISTORY AND ESTABLISHMENT OF THE CLIENT PROTECTION FUND..... 1

II. FUND PROCEDURES..... 3

III. FINANCES..... 6

IV. BOARD AND TRUSTEE MEETINGS 7

V. APPLICATIONS AND PAYMENTS..... 8

APPENDIX

FY 2020 Final Audited Income and Expense Report
and September 30, 2020 Fund Balance Sheet (audited)..... 24

I. HISTORY AND ESTABLISHMENT OF THE CLIENT PROTECTION FUND

Washington is fortunate to have a history of maintaining a stable, well-funded Client Protection Fund (CPF) that is strongly supported by the Washington Supreme Court and the Washington State Bar Association. Washington was one of the first states to establish what was then called a Lawyers' Indemnity Fund in 1960. Since that time, the members of this state have compensated victims of the few dishonest members who have misappropriated or failed to account for client funds or property.

The current CPF was established by the Washington Supreme Court in 1994 at the request of the WSBA by the adoption of [Rule 15](#) of the Admission to Practice Rules (APR), now called the Admission and Practice Rules. Prior to the adoption of that rule, the WSBA had voluntarily maintained a clients' security or indemnity fund out of the Bar's general fund. Similar funds are maintained in every jurisdiction in the United States, as well as Canada, Australia, New Zealand, and other countries.

The CPF helps accomplish important goals shared by our Court and WSBA members – client protection, public confidence in the administration of justice, and maintaining the integrity of the legal profession. Under APR 15, CPF payments are gifts, not entitlements. An annual assessment from certain members licensed in Washington finances all CPF gifts. Gifts are not financed by public funds.

On December 13, 2019, the Washington Supreme Court reduced the assessment from \$30 to \$25 for calendar year 2021. Due to the pandemic, on July 28, 2020, the Board of Governors (BOG) recommended that the Supreme Court make a further one-time reduction to the Client Protection Fund assessment, from \$25 to \$10, for the calendar year beginning 2021. The Court approved the BOG's recommendation.

Currently, WSBA lawyers on active status, lawyers with *pro hac vice* admissions, in-house counsel lawyers, house counsel, foreign law consultants, and Limited Licensed Legal Technicians (LLLTs) pay an annual assessment to the Fund. The following chart shows the experience of the past 10 years as the WSBA membership has increased.

Client Protection Fund Applications 2011-2020

Fiscal Year	# Of Members ¹	# Of Members With Approved Applications	# Of Applications Received	# Of Applications Approved	Gifts Approved
2011	28,676	15	179	72	\$1,002,683
2012	29,184	17	137	39	\$378,574
2013	29,682	18	130	45	\$423,508
2014	31,495	14	141	44	\$337,160
2015	31,335	20	79	59	\$495,218
2016	32,969	16	56	44	\$253,228
2017	33,357	19	72	47	\$439,273
2018	33,858	18	119	46	\$926,434
2019	34,388	18	61	48	\$419,488
2020	34,905	16	57	33	\$586,266

¹ Through December 31, 2018, lawyers on Active status, pro hac vice, in-house counsel, house counsel, and foreign law consultants, only paid the assessment. Effective January 1, 2019, Limited Licensed Legal Technicians (LLLTs), also paid the assessment.

II. FUND PROCEDURES

The CPF is governed by [Admission and Practice Rule \(APR\) 15](http://www.courts.wa.gov/court_rules/?fa=court_rules.display&group=ga&set=APR&ruleid=gaa_pr15) and Procedural Rules adopted by the Board of Governors and approved by the Supreme Court. These can be found at http://www.courts.wa.gov/court_rules/?fa=court_rules.display&group=ga&set=APR&ruleid=gaa_pr15 and http://www.courts.wa.gov/court_rules/?fa=court_rules.display&group=ga&set=APR&ruleid=gaa_pr15p.

Administration: The members of the Board of Governors of the WSBA serve during their terms of office as Trustees for the CPF. The Trustees appoint and oversee the Board, comprised of 11 lawyers and 2 community representatives. This Board has the authorization to consider all CPF claims, make CPF reports and recommendations to the Trustees, submit an annual report on Board activities to the Trustees, and make such other reports and publicize Board activities as the Court or the Trustees may deem advisable. Two WSBA staff members help the Board ensure the smooth functioning of its work. WSBA Client Protection Fund Analyst Brenda Jackson performs a wide variety of tasks to help members of the public and the Board in the processing and analyzing of CPF claims. WSBA Assistant General Counsel Nicole Gustine acts as WSBA staff liaison to the Board, provides legal advice to the Board, and serves as Secretary to the Board.

Application: Clients of WSBA members that allege a dishonest taking of, or failure to account for, funds or property by a WSBA member, in connection with that member's practice of law, can apply for a gift from the CPF. To be eligible, clients must file a disciplinary grievance against the member with the Office of Disciplinary Counsel, unless the member has resigned in lieu of discipline; is disbarred, or deceased. Because most applications involve members who are the subject of disciplinary grievances and proceedings, action on Fund applications normally awaits resolution of the disciplinary process.² This means that some applicants wait years for the discipline process to be complete before the Board reviews their application. However, to help expedite the application process, application review is in the order that an applicant filed their grievance (if applicable). Otherwise, an application is processed and reviewed in the order of receipt.

Eligibility: In order to be eligible for payment, an applicant must show by a clear preponderance of the evidence that he or she has suffered a loss of money or property through the dishonest acts of, or failure to account by, a WSBA member. Dishonesty includes, in addition to theft, embezzlement, and conversion, the refusal to return unearned fees as required by Rule 1.16 of the Rules of Professional Conduct.

² APR 15 Regulation 6(h). In addition, Rule 3.4(i) of the Rules for Enforcement of Lawyer Conduct provides that otherwise confidential information obtained during the course of a disciplinary investigation may be released to the Client Protection Fund concerning applications pending before it. Such information is to be treated as confidential by the Board and Trustees.

The Fund is not available to compensate for member malpractice or professional negligence. It also cannot compensate for loan, investment, or other business transactions unrelated to the member's practice of law.

When an application is received, it is initially reviewed to determine whether it appears eligible for recovery from the Fund. If the application is ineligible on its face, the applicant is advised of the reasons for its ineligibility. If the application passes the initial intake process and appears potentially eligible for payment, Fund staff investigates the application. When the application is ripe for consideration by the Board, a report and recommendation is prepared by Fund staff.

Board and Trustee Review: On applications for less than \$25,000, or where the recommendation for payment is less than \$25,000, the Board's decision is final. Board recommendations on applications where the applicant seeks more than \$25,000, or where the Board recommends payment of more than \$25,000, or involving payment of more than \$25,000 be made to applicants regarding any one licensed legal professional, are reviewed by the Trustees.

The maximum gift amount is \$150,000. There is no limit on the aggregate amount that may be paid on claims regarding a single member. Any payments from the Fund are gifts and are at the sole discretion of the Fund Board and Trustees.

Legal Fees: Members may not charge a fee for assisting with an application to the Fund, except with the consent and approval of the Trustees.

Assignment of Rights and Restitution: As part of accepting a gift from the Fund, applicants are required to sign a subrogation agreement for the amount of the gift. The Fund attempts to recover its payments from the members or former members on whose behalf gifts are made, when possible; however, recovery is generally successful only when it is a condition of a criminal sentencing, or when a member petitions for reinstatement to the Bar after disbarment.³ To date, the Fund (and its predecessors) has recovered approximately \$433,335.

Difficult Claims: One of the more difficult claim areas for the Board and Trustees involves fees paid to a member for which questionable service was performed. The Board is not in a position to evaluate the quality of services provided, or to determine whether the fee charged was reasonable, therefore, an application can generally be denied as a fee dispute. (The denial may also include other bases, such as malpractice or negligence.) However, where it appears that there is a pattern of conduct which establishes that a member knew or should have known at the time the member accepted fees from a client that the member would be unable to perform the service for which he or she was employed, or the member simply performs no service of value to the client, and does not return unearned fees, the Board has concluded that such conduct may be either dishonesty or failure to account within the context of the purposes of the Fund, and will consider such applications. Similarly, if a member withdraws from representing a client or abandons a client's case without refunding any unearned fee, the Board may conclude that the

³ Admission and Practice Rule 25.1(d) provides that no disbarred lawyer may petition for reinstatement until amounts paid by the Fund to indemnify against losses caused by the conduct of the disbarred lawyer have been repaid to the Fund, or a payment agreement has been reached.

member has engaged in dishonest conduct or has failed to account for client funds.

Another difficult claim area concerns loans or investments made to or through members. In instances where there is an existing client/LLP relationship through which the member learns of his or her client's financial information, persuades the client to loan money or to invest with the member without complying with the disclosure and other requirements of RPC 1.8,⁴ and does not return the client's funds as agreed, the Board may consider that a dishonest act for purposes of the Fund.

⁴ In relevant part, RPC 1.8 provides:

- (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:
 - (1) the transaction and terms on which the member acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;
 - (2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and
 - (3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.
- (b) A member shall not use information relating to representation of a client to the disadvantage of the client unless the client gives informed consent, except as permitted or required by these Rules.

III. FINANCES

The Fund is financed by an assessment as described above. The Fund is maintained as a trust, separate from other funds of the WSBA. In addition, interest on those funds accrues to the Fund, and any restitution paid by members is added to the Fund balance. The Fund is self-sustaining; administrative costs of the Fund, such as Board expenses and WSBA staff support, are paid from the Fund.

		Fund beginning balance ⁵	Fund revenues received	Board expenses and overhead ⁶	Restitution received	Gifts recognized for payment
FY 2012	Pending applications at start of fiscal year: \$2,421,848	\$261,318	\$893,487	\$27,654	\$5,942	\$326,800
FY 2013	Pending applications at start of fiscal year: \$1,615,062	\$791,399	\$914,547	\$72,430	\$10,674	\$416,870
FY 2014	Pending applications at start of fiscal year: \$1,814,266	\$1,213,602	\$949,965	\$70,196	\$3,668	\$339,161
FY 2015	Pending applications at start of fiscal year: \$1,229,864	\$1,746,010	\$990,037	\$90,315	\$3,703	\$490,357
FY 2016	Pending applications at start of fiscal year: \$13,203,653	\$2,144,289	\$1,001,198	\$129,553	\$2,970	\$371,452 ⁷
FY 2017	Pending applications at start of fiscal year: \$1,463,914	\$2,646,222	\$1,024,954	\$113,672	\$3,709	\$318,584
FY 2018	Pending applications at start of fiscal year: \$2,045,175	\$3,242,299	\$1,040,498	\$166,969	\$28,255	\$917,051 ⁸
FY 2019	Pending applications at start of fiscal year: \$3,206,880	\$3,227,988	\$1,110,963	\$146,618	\$8,347	\$379,818
FY 2020	Pending applications at start of fiscal year: \$3,342,227.32	\$3,816,143	\$1,099,237	\$141,514	\$15,351	\$591,449 ⁹

⁵ It is important for the Fund to maintain a sufficient balance to meet anticipated future needs. It is impossible to predict from year to year how many meritorious claims injured applicants will make.

⁶ Board expenses and overhead include WSBA staff time to administer the Fund, including processing of applications, helping members of the public, investigating claims, and making recommendations to the Board. Expenses and overhead have increased since 2012 for resources allocated to eliminate backlogs, update systems, and improve processes, which have resulted in claims being resolved more efficiently and expeditiously.

⁷ The amount of gifts recognized in the FY 2016 financial statements overstates by \$115,000 due to a duplicate recording of approved gifts, correct in FY 2017. This explains the substantial difference between the amounts listed for FY 2016 and FY 2017 under this column as compared with the "Gifts Approved" column on page 2.

⁸ The amount of gifts recognized in the FY 2018 financial statements understates by \$9,383 due to unclaimed CPF gifts that expired in FY 2018.

⁹ The amount of gifts recognized in the FY 2020 financial statements overstates by \$5,183, due to interest owed to an applicant and a payment voided in FY 2021. This explains the difference between the amounts listed for FY 2020 under this column as compared with the "Gifts Approved" column on page 2.

IV. BOARD AND TRUSTEE MEETINGS AND ACTIVITIES

Board: The Client Protection Board met four times this past fiscal year: October 14, 2019; February 3, 2020; May 4, 2020, and August 3, 2020. The Board considered 52 applications to the Fund involving 30 lawyers, and approved 33 applications involving 16 lawyers.

Fund Trustees: The Trustees reviewed the Board's recommendations on applications for more than \$25,000, or for payment of more than \$25,000, and approved the 2020 Annual Report for submission to the Supreme Court pursuant to APR 15(g).

Public Information: The Client Protection Fund maintains a website at <http://www.wsba.org/Legal-Community/Committees-Boards-and-Other-Groups/Client-Protection-Fund> that provides information about the Fund, its procedures, and an application form is downloadable. The Fund information is also available in Spanish, but applications and materials must be submitted in English.

V. APPLICATIONS AND PAYMENTS

At the beginning of FY 2020, there were 89 pending applications to the Fund. During FY 2020, the Fund received 57 additional applications. The Board and Trustees acted on 52 applications concerning 30 lawyers and approved 33 applications concerning 16 lawyers. The total amount in approved payments is \$586,266. Shown below is a summary of Board and Trustee actions.

Applications Pending as of October 1, 2020	89¹⁰
Applications Received During FY 2020	57
Applications Acted Upon by Board and Trustees	52
Applications Carried Over to FY 2021	94

Applications Approved for Payment in FY 2020	33
Applications approved for payment arose from the member's dishonest acts such as theft or conversion, failure to return or account for unearned legal fees, and investments or loans with members.	

Applications Denied in FY 2020	19
Application denials are for reasons such as fee disputes, no evidence of dishonesty, alleged malpractice, restitution already paid in full, no attorney client relationship, and other reasons.	

¹⁰ Applications received or pending are still in investigation, not yet ripe, or temporarily stayed. All approved applications receive initial payments of up to \$5,000, with the balance reserved for possible proration against 75% of the Fund balance at fiscal year-end.

APPROVED APPLICATIONS

ATTORNEY	Number of Applications Approved	Dollar Amount of Applications Approved	Page Number
Behrends, Clinton, WSBA #45371	7	\$94,489	10
Bounlutay, Souphavady, WSBA #30552	1	\$10,060	12
Chafetz, Nicole, WSBA #20761	1	\$2,200	13
Crowley, John, WSBA #19868	2	\$21,500	13
Johnson, Holly, WSBA #32784	1	\$70,000	14
La Rocco, Robert, WSBA #42536	1	\$3,000	14
Marsh, Samuel, WSBA #43756	6	\$31,150	15
McAllister, Thomas, WSBA #35832	1	\$2,500	17
Muenster, John, WSBA #6237	1	\$49,112	18
Pitner, Noel, WSBA #36158	4	\$10,160	19
Randall, Gary WSBA 15020	1	\$3,200	20
Schaff, Chad, WSBA #38594	2	\$8,950	21
Siefkes, Michael, WSBA #31057	2	\$152,500	21
Sindell, Richard, WSBA #2194	1	\$4,577	22
Sweet, Diane, WSBA #35881	1	\$2,000	22
Williams, Paul, WSBA #31684	1	\$120,868	23
	TOTAL:	\$586,266	

The following summarizes the gifts and recommendations made by the Board:

BEHREND'S, CLINTON, #45371 – RESIGNED IN LIEU OF DISCIPLINE

Applicant 18-120 – Decision: \$15,484

In July 2016, Applicant hired Behrends to represent him in an employment matter, paying a total of \$15,484.40. At the time, Behrends still worked at Ellis, Lee & McKinstry (ELM), where the two had their first meeting. In July and August 2016, using ELM letterhead, Behrends drafted letters regarding Applicant to the president of the employer. He sent copies of the letters to Applicant and led him to believe that they sent the letters to the employer. The president has no record of receiving the letters. In September 2016, Behrends emailed Applicant that although he did not expect to prevail in the appeal of his employment termination; he expected a decision the following week. There is no record of Behrends appealing Applicant's termination. In September 2016, ELM terminated Behrends, but Applicant wanted to continue with Behrends's representation. Between October 2016 and February 2017, Applicant contacted Behrends several times requesting information about his case. Behrends was slow to respond. In April and March 2017, Applicant's mother, requested that Behrends provide copies of the work that he had performed, including a copy of the appeal that he said he filed. Behrends did not provide anything. Applicant's employer scheduled his impeachment hearing in March 2017. Behrends agreed to represent Applicant at the hearing, but failed to appear, resulting in Applicant representing himself. Later that month, Applicant's mother and Behrends exchanged emails about her son's case. Behrends's email indicated that they had a remaining balance of \$43,000. The basis of that charge is unclear, and there are no billing statements or invoices to justify it. In March 2018, Applicant terminated Behrends and requested his client file and a refund, with no return response. Later that month, Applicant consulted with new counsel. From March through June 2018, new counsel attempted to obtain Applicant's client file without success. In April 2019, Applicant submitted a public records request to his former employer for "any correspondence, paperwork, emails, and documents from June 2016 to present relating to Sonny J. Behrends." Two months later, the former employer responded, stating that they were unable to locate any records responsive to the request. It appears that Behrends performed no work of value.

The Board approved payment of \$15,484.40.

Applicant 19-040 – Decision: \$5,000

In 2018, Applicant hired Behrends to represent her in a child support matter paying \$5,000. After learning that Behrends did not file a notice of appearance in her matter, did not communicate with opposing counsel, and did not attend a court hearing, Applicant terminated Behrends representation and requested her client file and a refund. Behrends did not provide Applicant with her client file or refund the unearned fees.

The Board approved payment of \$5,000.

Applicant 20-000 – Decision: \$5,000

Applicant hired Behrends to represent her in a dissolution of marriage, paying a flat fee of \$5,000. Behrends deposited the flat fee into his general account and not into a trust account.

Behrends did not complete the work hired to perform resulting in Applicant terminating his representation. Behrends did not return the unearned fee.

The Board approved payment of \$5,000

Applicant 20-017 – Decision: \$5,004.76

In May 2018, Applicant hired Behrends to represent her in a dissolution of marriage and request for a protection order, paying \$5,004.76. Behrends did little to no work of value on Applicant's matter. Behrends did not take any meaningful action in Applicant's dissolution or request for a protection order. Behrends did not refund the unearned fees or client file after Applicant terminated his representation in July 2018.

The Board approved payment of \$5,004.76.

Applicant 20-021 – Decision: \$5,000

In March 2018, Applicant hired Behrends to represent her in a family law spousal support matter, paying a flat fee of \$5,000. Behrends did not deposit the flat fee into a trust account. Thereafter, it became difficult for Applicant to reach Behrends. Behrends did not complete the work hired to perform and was terminated. After Applicant terminated Behrends representation, she requested her client file and a refund of the unearned fees. Behrends did not return the client file and did not refund the unearned fee.

The Board approved payment of \$5,000.

Applicant 20-022 – Decision: \$34,000

In December 2017, Applicant hired Behrends to represent him in a driving under the influence (DUI) matter in the city of Monroe. Applicant paid Behrends a flat fee of \$25,000 for a "likely" charge of two DUI's and two counts of reckless endangerment to include pre-charge negotiation and representation post-charge; it did not include trial work. Between January and June 2018, Applicant paid Behrends an additional \$9,000; bringing the total payment for representation to \$34,000, all of which Behrends deposited into his personal account. In February 2018, the City of Monroe charged Applicant with DUI and reckless endangerment. In March 2018, the Snohomish County Prosecuting Attorney's Office charged Applicant with DUI. On March 7, 2018, the court arraigned Applicant in the City of Monroe cases and set a pretrial hearing for April 11, 2018. Behrends appeared at the hearing with Applicant, but did not file a notice of appearance. On April 9, 2018, the court arraigned Applicant in the Snohomish County DUI case and set a pretrial hearing for June 6, 2018. Behrends appeared with him, but again did not file a notice of appearance. On April 11, 2018, Behrends filed his notice of appearance in the City of Monroe case but neither he nor Applicant appeared for pretrial hearing and the court issued a \$25,000 bench warrant for Applicant's arrest. As a result, Applicant was charged with DUI and faced possible suspension of his driver's license. Behrends agreed to represent Applicant in the administrative hearing concerning his driver's license. On May 17, 2018, Behrends appeared and requested a continuance and the hearing officer continued the case to May 31, 2018. Behrends did not file a notice of appearance. On May 31, 2018, Applicant appeared telephonically for the DOL hearing, but Behrends did not show. The hearing officer continued the hearing to June 14, 2018 and mailed notice of the hearing to both Applicant and Behrends. On June 14, 2018,

neither Applicant nor Behrends appeared for the DOL hearing and the hearing officer entered an order of default, which suspended Applicant's, driver's license. On June 6, 2018, neither Behrends nor Applicant appeared for the pretrial hearing in the Snohomish County case and the court issued a \$25,000 warrant for Applicant's arrest. In or around August 2018, Applicant learned for the first time that he had two warrants for his arrest for failing to appear at court hearings. Applicant called Behrends for the next 20 days, to talk about taking care of the warrants. Behrends told Applicant not to worry about them, but performed no work to quash the warrants. At the end of August 2018, Applicant turned himself in to authorities and learned for the first time that he had nearly \$70,000 in warrants for missing court hearings. Applicant paid a bail of \$6,000. Applicant terminated Behrends representation and hired new counsel. When new counsel took over the case, Behrends had done no work of value and had no meaningful communication with the prosecutor's office. Behrends charged Applicant an unreasonable fee for the minimal amount of work he performed. Behrends did not refund the unearned fees.

The Board approved payment of \$34,000.

Applicant 20-027 – Decision: \$25,000

In February 2019, Applicant hired Behrends to represent her in a family law parenting plan and custody matter, paying \$25,000. Behrends was also to file a motion for a restraining order or protection order. Behrends did not deposit the advanced fees into a trust account. Behrends never filed a notice of appearance in the matter, did not complete a parenting plan, or file a restraining order or domestic violence protection order. Applicant terminated Behrends representation, requested her client file, and a refund of the unearned fee. Behrends did not perform any work of value on Applicant's matter and charged unreasonable fees. Behrends did not refund the unearned fee or return the client file.

The Board approved payment of \$25,000.

BOUNLUTAY, SOUPHAVADY, #30552 – SUSPENDED

Applicant 20-002 – Decision: \$10,060

In October 2014, Applicants hired Bounlutay to represent them in an immigration matter paying a total of \$10,060. During the first meeting, Bounlutay told Applicants that their daughter, a U.S. citizen, could file a Petition for Alien Relative (I-130) for them, which she did and obtained approval. Bounlutay then advised Applicants that they could qualify for a provisional waiver of inadmissibility (I-601A). Bounlutay told Applicants that if granted, the waiver would waive their inadmissibility due to their unlawful presence in the U.S. and allow them to travel to Guatemala, attend a Visa interview at their consulate's office, and return to the U.S. to obtain their green cards. Bounlutay knew that Applicants did not qualify for the I-601A and failed to disclose that they would be barred from the U.S. for 10- years if they left the country to process their visas. In February 2015, Bounlutay filed the I-130 petitions, and obtained approval. Throughout the course of the representation, Bounlutay did not deposit any of the fees into a trust account. In September 2015, Bounlutay only paid \$890 to the National Visa Center for a processing fee on behalf of Applicants and never paid any other fees or costs on their behalf. On August 30, 2016,

Bounlutay sent an email to Applicants to inform them that they were not eligible for the I-601A waivers. Applicants requested a refund of the fees paid. Bounlutay did not send a refund or provide an accounting of the money they paid. Applicants filed a WSBA grievance. In her response to the grievance, Bounlutay altered Applicants' fee agreement, omitting the word "waiver" from the description of the scope of the representation prior to submitting it to the Office of Disciplinary Counsel. The work Bounlutay performed was of no value to her clients.

The Board approved payment of \$10,060.

CHAFETZ, NICOLE, #20761 – RESIGNED IN LIEU OF DISCIPLINE

Applicant 18-112 – Decision: \$2,200

In February 2017, Applicant hired Chafetz to represent him in a family law matter, paying \$2,700. Throughout the course of representation, Chafetz led Applicant to believe that she was performing work on his case and appearing at the court hearings. On July 21, 2017, Applicant's case was dismissed for failure to appear. Chafetz did not notify Applicant of the hearing. Later, in August 2017, she sent him an email to notify him of the dismissal. Chafetz gave Applicant a copy of what he thought was his client file, only to learn that she had given him the wrong client file. In August 2017, Chafetz abandoned her firm and legal practice.

The Board approved payment of \$2,200.

CROWLEY, JOHN, #19868 – RESIGNED IN LIEU OF DISCIPLINE

Applicant 19-005 – Decision: \$9,500

In May 2017, Applicant's mother hired Crowley to represent her son in a criminal matter paying \$9,500. Once the mother paid the fee, it became difficult to communicate with Crowley. Between May and September of 2017, Applicant's mother called, sent emails and text messages to Crowley with no return response. Applicant never received direct legal counsel from Crowley and was unprepared for court. Crowley performed no work of value on Applicant's case and did not refund the unearned fee.

The Board approved payment of \$9,500.

Applicant 20-005 – Decision: \$12,000

In March 2017, Applicant hired Crowley to represent him in a criminal matter paying \$12,000. Between March and October of 2017, Applicant had very little communication with Crowley. On March 20, 2017, Applicant sent Crowley a text regarding bad reviews of his representation, with no return response. On or around April 14, 2017, Applicant received a phone call to discuss his case, but he was unable to talk. On October 5, 2017, Applicant received a letter from the U.S. District Attorney, stating that they sent Crowley discovery materials, but had not heard from him. When Applicant called Crowley, he told Applicant that he was on vacation, could no longer

represent him, and to contact his former colleague for help. Applicant asked Crowley about the unearned fee and Crowley told him he would get back to him to discuss a refund. Thereafter, Applicant never heard from Crowley again. Crowley performed no work and did not refund the unearned fee.

The Board approved payment of \$12,000.

JOHNSON, HOLLY, #32784 – RESIGNED IN LIEU OF DISCIPLINE

Applicant 19-011 – Decision: \$70,000

In December 2014, Applicant hired Johnson to serve as the escrow agent for a business transaction between two LLC's (LLC A and LLC B). Applicant wired \$70,000 to Johnson. The financing and escrow agreements show SA of LLC A and DB of LLC B signed an Escrow Agreement with Johnson as the escrow agent. Johnson drafted and signed the agreement. According to the escrow agreement LLC A was to transfer \$70,000 to Johnson on or before December 17, 2014. The escrowed funds were to be on hold while LLC B secured a standby letter of credit of at least \$10 million. Per the escrow agreement, the money was to remain in escrow until the standby letter of credit was issued and received. If the standby letter of credit was not issued within 14 days from the date of the escrow funds being received, then Johnson was to return the \$70,000 to LLC A, minus her fee of 1.5% (\$1,050.00). While SA of LLC A signed the escrow agreement, neither SA nor LLC A provided any funding for this transaction. Applicant provided the \$70,000 in escrowed funds by wiring the funds to Johnson's Chase Bank checking account on December 24, 2014. It turns out this is a personal checking account and not an escrow or attorney trust account. According to Seattle police, Johnson is or was, the only signor on this account. Johnson converted all the money for her personal use or for her accomplices in what is commonly called a "prime bank" scheme. For quite some time after the wire transfer, Applicant was led to believe that the money was either still in Johnson's escrow account or soon to be recovered. Applicant never recovered any money. In late July 2018, Applicant was contacted by an attorney in New York and learned that Johnson had resigned in lieu of discipline, that she was being prosecuted, and that there were other victims. On August 16, 2018, Applicant filed a victim impact statement with supporting documentation to the King County prosecutor. The King County prosecutor added additional charges to Johnson's indictment. In October 2019, Johnson was sentenced to one year of electronic detention and ordered to pay restitution to her victims including \$70,000 to Applicant.

The Board approved payment of \$70,000.

LA ROCCO, ROBERT, #42536 – DISBARRED

Applicant 17-068 – Decision: \$3,000

Applicant requested reconsideration of his application partially denied for payment. Applicant originally applied for a gift for \$8,400. In May 2019, the Client Protection Board approved payment of \$5,400 and denied the \$3,000 balance for lack of proof of payment (**see insert from FY 2019 Annual Report**). Applicant submitted a bank statement, which shows payment to La Rocco for \$3,000. The Board approved payment of \$3,000.

On March 4, 2016, Applicant hired La Rocco to represent him in a child custody proceeding, paying a total of \$8,400. La Rocco agreed to petition the court for visitation immediately. Thereafter and throughout the course of the representation, it became difficult for Applicant to contact La Rocco. On June 8, 2016, Applicant was arrested for stalking his wife. Applicant paid La Rocco \$1,650 to represent him against the charges. La Rocco performed little to no work on the matter. While Applicant was in jail, his wife filed a protection order. A hearing was set for June 15, 2016, and La Rocco told Applicant that he would appear on his behalf. La Rocco did not appear at the hearing. The court granted a one-year protection order, prohibiting Applicant from seeing his son. On June 15, 2016, La Rocco called Applicant and told him that he won visitation and that he would be able to see his son in four to six weeks. La Rocco's statements were false, as were all statements and misrepresentations throughout the course of the case, because La Rocco never filed any documents with the court in this matter. From June 15, 2016 to October 6, 2016, La Rocco did not return Applicant's calls. On October 7, 2016, Applicant finally got in contact with La Rocco and asked about the delay in seeing his son. La Rocco falsely told Applicant that he should be receiving an order for visitation within ten days. In November 2016, La Rocco falsely told Applicant that opposing counsel was fighting the visitation and that they had to go back to court on November 25, 2016. On November 25, 2016, La Rocco contacted Applicant, falsely stating that there was no need to appear in court because opposing counsel had consented to the visitation. In November 2016, La Rocco requested an additional \$3,000. Applicant paid the \$3,000 with his credit card and requested a complete accounting. La Rocco did not comply with the request. On December 19, 2016, Applicant petitioned the court to terminate La Rocco's representation and the motion was granted. Applicant made several demands for the return of the unearned fees. La Rocco did not respond.

The Board approved payment of \$5,400" (Client Protection Fund 2019 Annual Report).

MARSH, SAMUEL, #43756 – DISBARRED

Applicant 18-022 – Decision: \$4,050

In July 2016, Applicants hired Marsh to represent them in an immigration matter, for a fee of \$4,000. The couple paid Marsh a down payment of \$1,250 and agreed to monthly payments of \$250. Thereafter, it was difficult to communicate with Marsh. The primary form of communication with Marsh was through text, because he would never answer their calls. From September 3, 2016 - March 1, 2017, the couple had no contact with Marsh. In the meantime, the couple fell behind on their payments, but knew that they had until the end of their appeals to pay it in full. On March 1, 2017, Applicants received a text message from Marsh asking if they wanted him to continue their case, because it was the last day to submit documents to the court. He told them that failure to send the documents would result in deportation. Marsh also told them that they had to make their account payments current before he could continue any work; the last payment was in September 2016. The couple did not have the money and had no further contact with Marsh. On April 2, 2017, Applicants received a text from Marsh stating, "I just want to let you know that we are terminating our services. We're going to let ICE deport you, thank you." Applicants did not respond. On May 8, 2017, Applicants went to their Yakima check-in and learned that everything in their case was denied on February 1, 2017. The couple had 30 days from that day to leave the country. On May 11, 2017, Applicants reached out to Marsh in desperation to see if he would continue their representation. On May 13, 2017, the couple

deposited \$2,300 into Marsh's account, to bring their account current. They never heard from him again. On May 22, 2017, Applicants had another check-in in Yakima, WA, and learned that Marsh had submitted nothing for their case. Applicants tried to call Marsh to get some clarification and he did not answer. Applicants called Marsh from an unknown number and he answered. When Marsh realized it was the couple, he hung up. On May 31, 2017, the couple hired Beacon Immigration to represent them. The counsel from Beacon Immigration tried to reach Marsh for the client file and case information, but Marsh was uncooperative and tried to persuade the couple not to terminate his representation.

The Board approved payment of \$4,050.

Applicant 18-044 – Decision: \$1,750

In March 2015, Applicant hired Marsh to represent him in an immigration matter, paying \$1,750. Applicant found Marsh on a list of free/low cost legal service providers. On March 12, 2015, Applicant participated in a credible fear interview, which he passed. Marsh gave the family a list of documents to provide him to support an application for Applicant's release from detention or parole. Marsh completed the parole application, but it was denied. Marsh did not file an asylum application for Applicant at an April 1, 2015 court appearance, as planned. The immigration judge ordered that the I-589 Asylum application would be due at the next hearing date of April 29, 2015. In the meantime, Applicant terminated Marsh's representation and requested a refund of half of the fees paid. Marsh refused and never provided an accounting for the work he performed. Applicant hired new counsel and appeared at the April 29, 2015 hearing, where the judge allowed Applicant to abandon his asylum request, and he returned to Mexico. Applicant's new counsel did not think that Marsh prejudiced Applicant's case, but still could have done more to assist Applicant.

The Board approved payment of \$1,750.

Applicant 18-064 – Decision: \$8,550

In May 2015, Applicant hired Marsh to represent her and her daughter in an immigration matter, paying \$7,550. Applicant found Marsh on the U.S. Department of Justice website, listed as a free legal service. The U.S. Citizenship and Immigration Services (USCIS) found discrepancies in the asylum applications for Applicant and her daughter. Marsh was supposed to correct the applications, but he never did. Marsh led Applicant to believe that she and her daughter could apply for Cancellation of Removal, and he filed the applications. Applicant later discovered that neither she nor her daughter qualified for Cancellation of Removal. Many of Applicant's documents were in Spanish and needed translation. Marsh offered this service and charged her a \$1,000 fee. Applicant paid Marsh the fee, but later had to translate the documents herself. Marsh did not give Applicant a refund for the \$1,000 translation fee. Applicant needed her original documents for new counsel to continue her case. She attempted to contact Marsh to request her file and a refund, with no response.

The Board approved payment of \$8,550.

Applicant 18-086 - Decision: \$4,200

In July 2015, Applicant hired Marsh to represent him in expunging 2 records, a 2004 driver's license suspension, and a 2008 driving under the influence (DUI) matter, paying a total of \$5,200.

The matters went to court and Applicant was put on probation. He was required to attend DUI related classes and Alcohol Anonymous (AA) meetings. In November 2017, Marsh informed Applicant that he was closing his case, since his Driver's License had been restored in September 2017. On January 28, 2018, Washington State Patrol stopped Applicant, where he learned that his Driver's License was still suspended. Applicant hired new counsel, but Marsh tried to him to continue with his representation. Marsh's primary form of communication with Applicant was through text. According to the text messages, Applicant appears to have been in court without counsel, or Marsh showed up to court very late or after the fact.

The Board approved payment of \$4,200.

Applicant 18-087 – Decision: \$7,050

In February 2016, Applicant hired Marsh to represent him in an immigration matter, paying \$6,050 in fees and \$1,000 to apply for employment authorization. Applicant found Marsh on a list of lawyers that an ICE officer gave him. Applicant contacted Marsh by phone and Marsh agreed to take his case right away. Marsh sent Applicant an email with the fee agreement and instructions on how to deposit the fees. Applicant signed and returned the agreement and deposited the funds into the account. Applicant never met with Marsh in person. The primary form of communication was through "What's App." It soon became difficult to contact Marsh. Applicant discovered that Marsh never filed the work permit application and that he was never eligible for the permit. May 25, 2017, is the last time Applicant had contact with Marsh on "What's App." In February 2018, Applicant received a letter from the ninth Circuit Court of Appeals informing him of Marsh's suspension from practicing law, that he had to represent himself, and that his brief was due May 2018. Applicant found a Pro Bono lawyer, who sent Marsh an email requesting that he refund Applicant the unearned fees, but received an automated reply that stated that Marsh had passed away.

The Board approved payment of \$7,050.

Applicant 18-088 – Decision: \$5,550

In February 2014, Applicant hired Marsh to represent her in an immigration matter paying \$5,550. Thereafter, Marsh became difficult to contact. Applicant received a call from Marsh's office informing her of Marsh's death. At a hearing on December 8, 2017, Applicant learned that Marsh was indeed alive, but suspended from practicing law.

The Board approved payment of \$5,550.

MCALLISTER, THOMAS, #35832 – SUSPENDED (DECEASED)

Applicant 19-037 – Decision: \$2,500

In June 2016, Applicant hired McAllister to represent her on a DUI charge, paying \$3,100. Applicant was on active military duty and expected to deploy soon. On June 15, 2016, McAllister filed a Notice of Appearance, Demand for Jury Trial, and Demand for Discovery in the case. On July 6, 2016, McAllister appeared with Applicant at her initial court appearance where she entered into a Pre-trial Diversion Agreement. The Pre-trial Diversion Agreement imposed a number of requirements on Applicant, including a chemical dependency evaluation and attendance at a DUI Victims Panel. If she complied with those requirements, the court would

reduce the charge to Negligent Driving in the first degree, with a recommended sentence of no jail and no fine. Thereafter, throughout the course of the representation, McAllister did not inform Applicant about what she was required to do to comply with the requirements of the Pre-trial Diversion Agreement, about his failure to appear at her court dates, nor about the warrants issued for her arrest for his failures to appear. On June 1, 2017, Applicant deployed. While deployed, Applicant received a letter informing her of the warrant for her arrest for failing to appear at a hearing on May 31, 2017. Applicant made several unsuccessful attempts to contact McAllister with no return response. In December 2017, Applicant returned home from deployment and was able to resolve the matter herself.

The Board approved payment of \$2,500.

MUENSTER, JOHN, #6237 - DISBARRED

Applicant 18-117 – Decision: \$44,111.77

At the end of 2011, Applicant hired Muenster to represent him in a “fraud-on-the-court-claim,” paying over \$70,000 in fees by the end of the representation. On January 3, 2012, Muenster and Applicant signed a "hybrid" fee agreement that provided that Applicant pay Muenster an "availability retainer" of \$10,000, of which \$5,000 would be paid in advance, and the remainder by an agreed date. All of which would be Muenster's property upon receipt. Applicant would pay an additional \$35,000 as an availability retainer, at an hourly rate of \$275, to pay at agreed times and would be Muenster's property upon receipt. If the litigation resulted in a monetary recovery, Muenster would deduct all advanced costs from the recovery and he would receive the greater of the attorney's fees awarded by the court or fourteen percent of all amounts recovered by way of settlement or judgment, minus the "availability retainer." These fees were to cover Muenster's services in pursuing Applicant's claim in U.S. District Court and, if necessary, an appeal to the Ninth Circuit Court of Appeals. The fee agreement did not contain a statement of the terms that are required for a flat fee that it is the lawyer's property on receipt, in which case the fee does not have to be deposited into a trust account. The fee agreement stated that in the event Applicant discharged Muenster, Muenster would be entitled to a \$275 hourly fee for all work performed up to the time of discharge. From 2012 to 2014, Applicant sent checks to Muenster to apply toward his legal fees for the fraud-on-the-court case, totaling over \$70,000. Over the course of the representation, Muenster deposited some but not all of these fees into his trust account, but did not maintain a client ledger of the payments he received from Applicant. Muenster did not keep an account of the funds used toward his services. In April 2014, Muenster filed the complaint in the fraud-on-the-court case. As the case proceeded, Muenster and Applicant found that the costs and expenses were lower than expected. In November 2014, Applicant requested a refund of \$8,000 from the advance fees. Muenster did not respond to the request. As of November 30, 2014, Muenster was entitled to at most \$45,000 in fees. Muenster used \$70,000, converting at least \$25,000 for his own use.

The Board approved payment of \$44,111.77.

Applicant 19-006 – Decision: \$5,000

In March 2011, Applicant hired Muenster to represent him in a Civil Rights matter, paying \$10,000, and to have a record expunged, paying \$5,000. On July 28, 2011, Applicant received a letter from Muenster that explained the retainer agreement and asserted that his case was

worth \$150K-\$250K. Applicant was unhappy with the proceedings and the outcome of the matter, as the case was lost on Summary Judgement. Applicant paid an additional \$3,000 to appeal, which was also unsuccessful.

On October 15, 2011, Applicant received a letter from Muenster indicating that he was not able to obtain an expungement. Applicant hired new counsel who discovered that Muenster never made the request.

The Board approved payment of \$5,000.

PITNER, NOEL, #36158 – DISBARRED

Applicant 18-099 – Decision: \$2,500

In March 2017, Applicant hired Pitner to represent him in a family law matter, paying \$2,500. On July 11, 2017, Pitner told Applicant that he would be filing the documents the next day; Pitner did not file the documents. On August 4, 2017, Pitner told Applicant that he would schedule a default hearing with the court; Pitner did not schedule a default hearing. Thereafter, it became difficult for Applicant to contact Pitner. On September 15, 2017, Applicant emailed Pitner to check the status of his case. In Pitner's response, he stated that he would check with the court; Pitner did not check with the court and he continued to be difficult to contact. In November 2017, Applicant's former partner filed a motion in the matter and Pitner did not respond to the motion, resulting in a default judgment against Applicant and a final parenting plan. On November 27, 2017, Applicant contacted Pitner to schedule a meeting to discuss his case. On January 5, 2018, Pitner contacted Applicant through Facebook Messenger, stating that he would call Applicant. Applicant never received a call. Applicant attempted to contact Pitner to request a refund of the unearned fee, with no return response. Pitner made false misrepresentations about the work he performed in Applicant's case.

The Board approved payment of \$2,500.

Applicant 19-003 – Decision: \$2,500

In November 2017, Applicant hired Pitner to represent him in a criminal matter, paying \$2,500. On December 5, 2017, Pitner appeared for Applicant's hearing, unprepared and in a hurry to request a continuance, because he had another case. Thereafter, it became difficult for Applicant to contact Pitner. In January 2018, Applicant made several unsuccessful attempts to schedule meetings prior to his upcoming court dates. In February 2018, Pitner contacted Applicant to inform him of his suspension from practicing law. Applicant contacted Pitner's wife about refunding the unearned legal fees, with no return response. Pitner did not perform any work in Applicant's matter.

The Board approved payment of \$2,500.

Applicant 19-008 – Decision: \$1,660.02

In June 2015, Applicant hired Pitner to represent her in a dissolution matter paying a total of \$1,660.02. During the initial meeting, Pitner agreed to take Applicant case for a flat fee of \$1,000. Pitner's paralegal assisted Applicant with answering questions from the opposing side,

and forwarded the responses. Applicant knows of no other work done on her case. Thereafter, it became difficult for Applicant to contact Pitner. From October 2015 to October 2017, there was no activity on Applicant case. Applicant went to Pitner's office in Lewiston, Idaho and found it closed. On May 9, 2016, Pitner informed Applicant of his move to Spokane. In June 2016, Applicant went to Spokane to meet with Pitner. Pitner told Applicant that she owed \$660.02 to proceed with the case. On June 22, 2016, Applicant paid Pitner the \$660.02. In January 2017, the court set a dismissal hearing because there had been no activity in Applicant's case since October 2015. Applicant had mediation scheduled for August 22, 2017, and wanted to meet with Pitner prior to it. Applicant sent Pitner a text about the mediation; he responded stating that he was on vacation and informed her of the cancelation of the mediation. Between August 2017 and October 2017, Applicant was unable to reach Pitner. She drove to his office in Spokane and found it closed. She later learned of Pitner's suspension from practicing law. Pitner did not perform any work of value in Applicant's matter.

The Board approved payment of \$1,660.02.

Applicant 19-010 – Decision: \$3,500

In April 2017, Applicant hired Pitner to represent him in a criminal matter paying \$3,500. Pitner told Applicant that a drug court program was an option for his case if he could remain sober for four months. This information was false. Applicant was not eligible for the drug court program. On December 15, 2017, Pitner appeared in court with Applicant and continued his case. Thereafter, Applicant had no further communication with Pitner. On January 19, 2018, Applicant received an email from Pitner, informing her of his suspension from practicing law. Applicant requested a return of the unearned fee, but Pitner never responded. Pitner performed no work of value in Applicant's case.

The Board approved payment of \$3,500.

RANDALL, GARY, #15020 – DISBARRED

Applicant 20-011 – Decision: \$3,200

In September 2016, Applicant hired Randall to represent him in a matter concerning a Teamsters pension in a 1998 dissolution, paying \$3,200. Over the following months, Randall failed to return Applicant's calls. On May 11, 2017, Randall was suspended from practicing law. Randall did not notify Applicant or the Court of his suspension. From May to August of 2017, Randall continued to perform work on Applicant's matter, giving Applicant legal advice, issuing invoices, accepting payment for his work, and filing with the court, where he stated he represented Applicant and the court docket listed him as attorney of record. Randall did not inform Applicant that he had filed the lawsuit. In October 2017, Applicant called to check the status of his case, but Randall did not return his call. Shortly thereafter, Applicant and his wife visited Randall's office to obtain copies of the work Randall had performed. Randall called the police and claimed the Applicants were trespassing. Randall agreed to provide Applicant with copies of pleadings, but still did not inform Applicant that he had filed a lawsuit on his behalf. Upon Teamsters' motion, the lawsuit was removed to U.S. District Court for the Western District of Washington (USDC). The USDC docket listed Randall as plaintiff's counsel. Applicant remained unaware of Randall's suspension until an ODC investigator contacted him on November 15, 2017. On November 28, 2017, the

court discovered Randall's suspension by the USDC since February 4, 2011 and notified Applicant that if he wanted representation he needed to arrange for a lawyer admitted to the USDC. Randall did not withdraw from the USDC case. Applicant did not obtain other counsel and the USDC granted Teamsters' Motion to Dismiss, without prejudice, on March 15, 2018. Randall knowingly deceived his client, the King County Superior Court and the USDC regarding the status of his license to practice law, knowingly practiced law while suspended, and knowingly failed to communicate with his client concerning his case.

The Board approved payment of \$3,200.

SCHAFF, CHAD, #38594 – VOLUNTARILY RESIGNED

Applicant 18-083 – Decision: \$1,750

In June 2016, Applicant hired Schaff to represent her in a bankruptcy, paying \$1,750. Thereafter, Schaff became difficult to contact. Schaff never filed the bankruptcy and Applicant had to hire new counsel. Applicant later learned that Schaff resigned from practicing law and left the state. Schaff never returned the unearned fee.

The Board approved payment of \$1,750.

Applicant 18-084 – Decision: \$7,200

Applicant hired Schaff to represent him on an insurance claim, paying \$7,200. During Applicant's first and only meeting with Schaff, a Russian translator accompanied and assisted him with filing the insurance claim. Schaff never performed any work, and did not refund the unearned fee. Applicant had to hire new counsel.

The Board approved payment of \$7,200.

SIEFKES, MICHAEL, #31057 – RESIGNED IN LIEU OF DISCIPLINE

Applicant 18-043 – Decision: \$150,000

In January 2009, Applicant's mother, hired Siefkes to represent her in the administration of her husband's trust. In August 2013, Applicant hired Siefkes to handle his mother's estate upon her death. Applicant was the sole heir of his parents' estate. Applicant alleges that Siefkes prolonged his mother's estate planning and the transfer of assets to Applicant, and took money in the meantime. In October 2016, Adult Protective Services (APS) started an investigation and filed a guardianship action against Applicant, due to apparent high spending. Applicant hired counsel to represent him in the guardianship action. There was a dismissal of the guardianship action when APS found that Siefkes inappropriately influenced and financially exploited Applicant, taking \$303,254.25. However, the court appointed a trustee to handle Applicant's bills and monitor his spending. According to the alleged misconduct stated in Siefkes Resignation in Lieu of Discipline, Siefkes collected cash and/or vehicles totaling approximately \$297,313.50, when

at most, he only provided a variety of services totaling \$206,575, which included no more than \$30,000 of legal services for the estate planning. The other services consisted of helping Applicant take care of his mother, being Applicant's "friend," and assisting him with home repairs. Discrepancies in APS's total loss of \$303,254.25 and ODC's total of loss of \$297,313.50 result because ODC could not account for the cash withdrawals Applicant made to give money to Siefkes.

The Board approved payment of \$150,000.

Applicant 19-027 – Decision: \$2,500

In June 2017, Applicant hired Siefkes to open a probate for her mother's estate and to appoint herself as the Administrator of the Estate. Applicant paid Siefkes a \$2,500 retainer and \$260 filing fee to handle the entire probate. Applicant also needed to settle her mother's personal injury matter and obtain the settlement proceeds from another attorney. Siefkes filed the probate and walked away. Thereafter, it became difficult to contact Siefkes.

The Board approved payment of \$2,500.

SINDELL, RICHARD, #2194 – DECEASED

Applicant 19-021 – Decision: \$4,577.46

In July 2015, Applicant hired Sindell to represent him in a personal injury matter on a contingent fee basis. In October 2017, Sindell obtained a settlement for \$50,000. Sindell distributed all of the settlement proceeds, except for \$4,577.46, which he was to keep in his trust account to pay Applicant's debts. In September 2019, Applicant received a bill from a collection agency, listing an outstanding balance of \$4,955.93, because Sindell never paid the bill. It appears that Sindell originally set out to pay the bill, but was unsuccessful in finding out where to send the funds. Sindell passed away in June 2018.

The Board approved payment of \$4,577.46.

SWEET, DIANE, #35581 - SUSPENDED

Applicant 19-051 – Decision: \$2,000

In March 2018, Applicant hired Sweet to represent her filing a Personal Restraint Petition (PRP). Applicant signed a fee agreement including an advance payment of \$2,000 and a rate of \$50 per hour. Applicant directed Sweet to contact her parents for the \$2,000 advance fee payment. On March 27, 2018, Sweet deposited the \$2,000 into her personal bank account, prior to earning it, because she did not have a trust account. Thereafter, Sweet began to withdraw on the \$2,000, commingling the funds with other funds deposited into her account. Sweet performed legal research on Applicant's case but did not maintain billing records and never provided Applicant with billing statements. Sweet arranged to meet with Applicant in prison, but upon arriving, she failed to provide the proper identification required to meet with inmates. As a result, she could not meet with Applicant. Sweet never made any other attempts to meet with Applicant. It

became difficult for Applicant's mother, and prison officials to contact Sweet as she became homeless and unreachable. Every attempt made to contact Sweet was unsuccessful. Applicant filed a police report claiming that Sweet had stolen \$2,000. When the police interviewed Sweet, she stated that she would provide the PRP by mid-July. On August 10, 2018, Sweet sent a letter to Applicant stating that she needed another \$1,000 to complete the memorandum and declaration to support the PRP. In Applicant's response to Sweet, she stated that she had terminated her representation and requested that Sweet provide her with any documents that she had regarding her PRP prior to the filing deadline. Sweet did not respond to Applicant's request. This left Applicant to prepare and file her PRP pro se. The PRP was poorly written and poorly organized. Sweet did not perform any work of value on Applicant's PRP.

The Board approved payment of \$2,000.

WILLIAMS, PAUL, #31684 - RESIGNED IN LIEU DISCIPLINE

Applicant 18-116 – Decision: \$120,867.94

In January 2012, Applicant hired Williams to represent him and his business, in a Chapter 11 bankruptcy. On September 2, 2015, the bankruptcy court approved a Plan of Reorganization (the Plan). Pursuant to the Plan, Applicant was obligated to make monthly payments to certain creditors. Under the Plan, these creditors were to receive varying payments ranging from \$1,250 to \$5,000 each month. Applicant began making payments to Williams's trust account in May 2013, with the understanding that Williams would pay the creditors as required by the Plan. Between May 2013 and April 2018, Applicant paid over \$223,310.60 to Williams. Williams failed to provide an accounting to Applicant for the funds that he received and disbursed. Applicant repeatedly asked for an accounting from Williams. Williams either ignored these requests or provided false information about the payments he made. Between May 2013 and April 2018, Williams' failure to make property tax payments put Applicant's business at risk of foreclosure. Subsequently, Applicant learned that Williams was misrepresenting the payments he made to the various creditors. Applicant hired new counsel, to assist him. On April 26, 2018, the new counsel wrote Williams to request a full accounting. On May 14, 2018, Williams emailed counsel with a list of payments that he had received and funds that he had paid out on behalf of Applicant. Among the payments, Williams paid \$13,954 to himself for "fees earned." Williams did not notify the bankruptcy court or Applicant that he would be taking these fees. The accounting provided did not include all deposits made from Applicant. On February 6, 2018, Williams's trust account was overdrawn. At the end of May 2018, Williams only had \$2,140 in his trust account. Williams took at least \$73,571.98 of Applicant's funds without entitlement. Williams used the funds for his own benefit. Thereafter, Applicant filed a lawsuit against Williams and won a judgment against Williams for \$120,867.94.

The Board approved of \$120,867.94.

APPENDIX – Fund Balance Sheet

Statement of Financial Position

ASSETS	Audited As of September 30, 2020
Wells Fargo Checking Account	\$348,164
Accrued Interest Receivable	-
Wells Fargo Money Market	3,961,422
Wells Fargo Investments	-
Morgan Stanley Money Market	106,204
TOTAL ASSETS	\$4,415,791
LIABILITIES AND NET ASSETS	
Approved gifts to injured clients payable	291,399
Liability to WSBA general fund	308,249
Net Assets	3,816,143
TOTAL LIABILITIES AND NET ASSETS	\$4,415,791

Statement of Activities

REVENUE	Audited As of September 30, 2020
Restitution	15,351
Member Assessment	1,052,670
Interest	46,567
TOTAL REVENUE	\$1,114,588
EXPENSES	
Gifts to Injured Clients	\$591,449
CPF Board	1,213
Misc.	2,211
Indirect (overhead)	142,727
TOTAL EXPENSE	\$737,601
Net Income (Expense)	\$(376,987)

Statement of Changes in Net Assets

Balance at September 30, 2018	\$3,816,143
Net Income for the 12 months end September 30, 2018	(376,987)
Balance at September 30, 2019	\$4,193,130