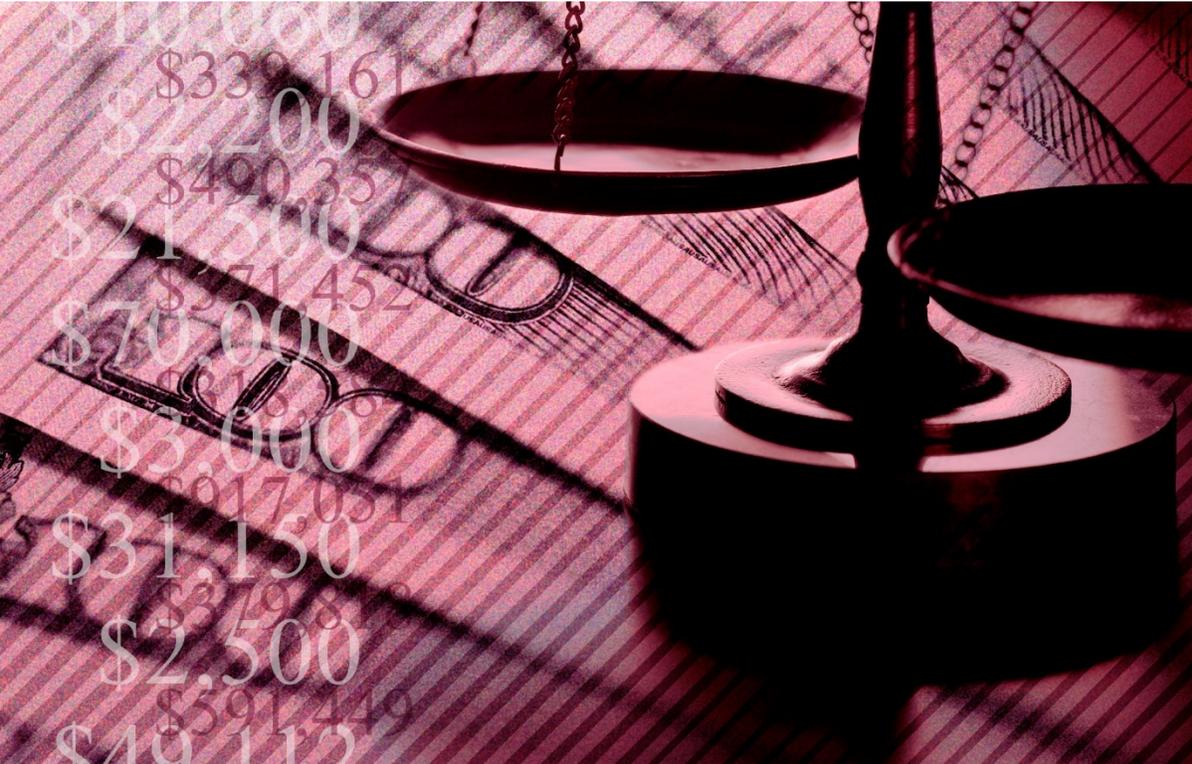


C L I E N T P R O T E C T I O N F U N D



Trustees' Annual Report: Fiscal Year 2021

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 2021

FY 2021 TRUSTEES	
Kyle Sciuchetti, President	Portland
Rajeev Majumdar, Immediate Past President	Blaine
Hon. Brian Tollefson, Ret., President-Elect	Tacoma
Hunter Abell	Seattle
Sunitha Anjilvel	Seattle
Lauren Boyd	Vancouver
Daniel Clark	Yakima
Matthew Dresden	Seattle
Peter Grabicki	Spokane
Carla Higginson, Client Protection Board Liaison	Friday Harbor
Jean Kang	Seattle
Russell Knight	Tacoma
Bryn Peterson	Mercer Island
Brett Purtzer	Tacoma
Brent Williams-Ruth	Federal Way

FY 2021 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
Mark Stiefel	Kirkland
Page Ulrey	Seattle
Danielle Wright	Tacoma

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 2021

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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.

Client Protection Fund Applications 2012-2021

Fiscal Year	# Of Members ¹	# Of Members With Approved Applications	# Of Applications Received	# Of Applications Approved	Gifts Approved
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
2021	34,839	18	107	29	\$491,737

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 .
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: 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 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 \$571,306.

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.

Year	Pending applications at start of fiscal year:	Fund beginning balance ⁵	Fund revenues received	Board expenses and overhead ⁶	Restitution received	Gifts recognized for payment
FY 2012	\$2,421,848	\$261,318	\$893,487	\$27,654	\$5,942	\$326,800
FY 2013	\$1,615,062	\$791,399	\$914,547	\$72,430	\$10,674	\$416,870
FY 2014	\$1,814,266	\$1,213,602	\$949,965	\$70,196	\$3,668	\$339,161
FY 2015	\$1,229,864	\$1,746,010	\$990,037	\$90,315	\$3,703	\$490,357
FY 2016	\$13,203,653	\$2,144,289	\$1,001,198	\$129,553	\$2,970	\$371,452 ⁷
FY 2017	\$1,463,914	\$2,646,222	\$1,024,954	\$113,672	\$3,709	\$318,584
FY 2018	\$2,045,175	\$3,242,299	\$1,040,498	\$166,969	\$28,255	\$917,051 ⁸
FY 2019	\$3,206,880	\$3,227,988	\$1,110,963	\$146,618	\$8,347	\$379,818
FY 2020	\$3,342,227	\$3,816,143	\$1,099,237	\$141,514	\$15,351	\$591,449 ⁹
FY 2021	\$4,690,958	\$4,193,130	\$368,170	\$151,055	\$137,971	\$499,637

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: November 9, 2020; February 8, 2021; May 10, 2021, and August 9, 2021. The Board considered 54 applications to the Fund involving 39 lawyers and approved 29 applications involving 18 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 2021 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 a downloadable application form. The Fund information is also available in Spanish, but currently, applications and materials must be submitted in English.

V. APPLICATIONS AND PAYMENTS

At the beginning of FY 2021, there were 94 pending applications to the Fund. During FY 2021, the Fund received 107 additional applications. The Board and Trustees acted on 54 applications concerning 39 lawyers and approved 29 applications concerning 18 lawyers. The total amount in approved payments is \$491,737. Shown below is a summary of Board and Trustee actions.

Applications Pending as of October 1, 2021	94¹⁰
Applications Received During FY 2021	107
Applications Acted Upon by Board and Trustees	54
Applications Carried Over to FY 2022	147

Applications Approved for Payment in FY 2021	29
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 2021	25
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
Anderson, Jesse, WSBA #46426	1	\$4,628	10
Chan, Alexander, WSBA #41706	1	\$3,500	10
Cox, Kenneth, WSBA #35650	1	\$13,450	11
Crowley, John, WSBA #19868	6	\$120,000	11-13
Edensword-Breck, George, WSBA #394	1	\$9,777	13
La Rocco, Robert, WSBA #42536	1	\$1,000	14
Liebman, Daniel, WSBA #41498	4	\$40,500	14-15
Kah, Helmut, WSBA #18541	1	\$8,000	15
Marsh, Samuel, WSBA #43756	2	\$11,800	16
Morriss, Roy Earl, WSBA #34969	1	\$987	16
Piper, Darlene, WSBA #24244	1	45,501	17
Pitner, Noel, WSBA #36158	1	\$3,000	17
Sindell, Richard, WSBA #2194	1	\$19,500	18
Smith, Jill, WSBA #41162	1	\$10,000	18
Thommes, Adrienne, WSBA #43721	1	\$31,344	19
Vance, Tanja, WSBA #41941	3	\$9,350	19-20
Williams, Charles, WSBA #11674	1	\$9,400	20
Quick, Daniel, WSBA #26064	1	\$150,000	20
TOTAL:		\$491,737	

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

ANDERSON, JESSE, #46426 – SUSPENDED

Applicant 20-052 - Decision: \$4,628

In January 2017, Applicant hired Anderson to represent her in a dissolution, paying an advance fee deposit of \$3,500 and an hourly rate of \$190. On March 2, 2017, Applicant and her husband stipulated to convert their separation petition to a petition for dissolution. Anderson filed an amended petition for dissolution. Anderson and Applicant agreed that Anderson would prepare a motion for temporary orders. During the course of representation, Anderson produced various billing statements totaling 11.2 hours from the months of April and August 2017. The charges were for drafting, preparing, and filing the motion for temporary orders, and noting it on the court's calendar. This was all false as Anderson had not filed the motion for temporary orders and it was never noted on the court's calendar. On August 29, 2017, Applicant emailed Anderson to check the status of the motion for temporary orders. Anderson told Applicant that it had been filed, but no date was set. At the hourly rate of \$190, Applicant paid \$2,128 for work that was not performed. On October 30, 2017, Applicant emailed Anderson requesting copies of the filed motion for temporary orders. Anderson sent her an attachment of the unfiled documents and told her the court date was set for November 13, 2017. Thereafter, it became difficult to contact Anderson and became unresponsive. On February 28, 2018, Applicant terminated Anderson's representation and hired new counsel.

The Board approved payment of \$4,628.

CHAN, ALEXANDER, #41706 – DISBARRED

Applicant 20-056 – Decision: \$3,500

In March 2016, Applicant hired Chan to represent her in an immigration matter to reinstate her U.S. citizenship and U.S. Passport. Applicant paid Chan a flat fee of \$3,500. On April 23, 2016, Chan filed a complaint in the U.S. District Court in Seattle. Chan emailed Applicant to inform her that the case had been filed and sent her a text of the case number. Thereafter, it became difficult for Applicant to contact Chan as he had ceased communicating with her. The complaint that Chan filed was legally insufficient to support Applicant's claim and lacked evidence and explanation that she renounced her citizenship under duress. Chan never informed Applicant that the government made a motion to dismiss, nor did he do anything to fight the dismissal. On October 14, 2016, the court granted the motion to dismiss without prejudice. Chan did not inform Applicant that her case had been dismissed and did not file an amended complaint to help Applicant get her U.S. citizenship and passport reinstated.

The Board approved payment of \$3,500.

COX, KENNETH, #35650 – DECEASED

Applicant 19-033 - Decision: \$13,450

In June 2010, Applicants hired Cox to represent them in a Chapter 7 Bankruptcy. Applicants had pledged their home as security against a bond post for their grandson to be released from ICE custody. The grandson failed to appear at his next hearing, which forfeited the bond and the pledge of the Applicants home. Applicants then pledged their tax refund. Cox filed the bankruptcy but never completed it. The tax refund never made it from Cox's office to the Bankruptcy Trustee, resulting in the dismissal of their bankruptcy, the bond debt not being discharged, and the loss of the Applicants ownership of their home. The \$13,450 was misappropriated by Cox and the Applicants bankruptcy was never discharged.

The Board approved payment of \$13,450.

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

Applicant 18-104 - Decision: \$80,000

In December 2014, Applicant's father hired Crowley to represent her in a criminal matter paying \$75,000, with an additional \$5,000 for Crowley to hire a private investigator. Neither Applicant nor her father signed a representation agreement. Crowley verbally agreed to represent Applicant through trial and the appeal process. Crowley contacted Applicant's prison counselor to set up contact visits with Applicant. According to the visitation records, Crowley went to visit Applicant seventeen times from November 2014 to January 2016. In May 2016, Applicant received a letter informing her that she was appointed new counsel, as Crowley withdrew from representation on January 12, 2016. Applicant and her father attempted to reach Crowley with no return response. Despite their requests, Applicant and her father never received an accounting of the funds, nor the client file relating to Applicant's matter. Crowley never hired a private investigator. Crowley performed no work of value in Applicant's case. Applicant's case ended April 2021. Crowley's seventeen visits to meet with Applicant in prison indicates that he may have performed some work. However, the court docket does not appear to exhibit any work of value to Applicant's matter.

The Board approved payment of \$80,000.

Applicant 18-114 - Decision: \$6,500

In February 2017, Applicant hired Crowley to represent him in a criminal matter paying a total of \$6,500. Crowley insisted that Applicant pay cash to expedite the services and did not provide a representation agreement. Applicant paid Crowley in two separate transactions at a Wells Fargo bank where Crowley deposited the first payment into an account in the name of "The Wrench," and the second transaction into an account with a different name other than his firm. Thereafter, Crowley became difficult to contact, failed to appear at court dates, and when he did appear, did little to no work of value. Crowley volunteered Applicant to participate in a psych evaluation that classified Applicant as paranoid schizophrenic, causing harm to Applicant's case.

Later, a judge and prosecutor told Applicant that Crowley was no longer practicing law. According to JIS records, Crowley represented Applicant from April 17, 2017 to October 9, 2017. During the time Crowley took Applicant's case he was already in discipline and resigned in lieu of discipline effective September 18, 2017.

The Board approved payment of \$6,500.

Applicant 18-121 - Decision: \$1,500

In April 2014, Applicant hired Crowley to represent him in a post-conviction criminal matter paying \$1,500. Applicant's former boss referred him to Crowley. Applicant's boss took him to meet with Crowley at his office, where they discussed Applicant's case and gave Crowley \$1,500 cash. Thereafter, they never heard from Crowley again. Applicant and his boss made separate attempts to contact Crowley with no return response. Applicant's immigration lawyer also attempted to contact Crowley and accompanied Applicant on an unsuccessful visit to Crowley's office, which was located in her office building. According to immigration counsel, Crowley performed no work of value on Applicant's case. Crowley's lack of performance caused harm to Applicant's immigration matter.

The Board approved payment of \$1,500.

Applicant 19-041 - Decision: \$20,000

In June 2014, a family friend (Friend) hired Crowley to represent Applicant in a criminal matter paying \$20,000. Crowley made Friend feel as if he would keep a close eye on Applicant. Crowley barely went to meet with Applicant. Thereafter, it became difficult for Friend to contact Crowley and he failed to appear for court hearings. When Friend finally got in contact with Crowley, he told Friend that he was arranging for Applicant to see a psychologist and was looking into finding him a good mental health provider. Crowley never contacted a psychologist or a mental health provider. Crowley performed no work and did not refund the unearned fee.

The Board approved payment of \$20,000.

Applicant 19-043 – Decision: \$7,500

In June 2014, Applicant hired Crowley to represent him in a Personal Restraint Petition (PRP) for immigration purposes, paying a total of \$7,500. From June 2014 to June 2015, Applicant made weekly attempts to reach Crowley for an update on his case. Applicant often only spoke with a paralegal, another attorney in Crowley's office, or left messages with the receptionist. Crowley never returned Applicant's calls. In March 2018, Applicant made his final unsuccessful attempt to reach Crowley, before hiring new defense counsel (New Counsel). New Counsel represented Applicant in post-conviction proceedings in Pierce County Superior Court. Upon New Counsel's review of Applicant's matter, he found that Crowley never filed the PRP or a post-conviction petition. In April 2018, New Counsel sent Crowley an email with a release of information form, with no return response.

The Board approved payment of \$7,500.

Applicant 20-014 - Decision: \$4,500

In March 2017, Applicant hired Crowley to represent her in a potential criminal matter, paying a total of \$9,500. Applicant was being investigated for alleged involvement in a murder and subsequently facing a Child Protection Service (CPS) case. The extent of the work Crowley performed was calling the police to inform them of his representation of Applicant. Thereafter, it became difficult for Applicant to reach Crowley. Ultimately, she did not face any charges. Crowley never returned the unearned fee.

The Board approved payment of \$4,500.

EDENSWORD-BRECK, GEORGE, #394 – RESIGNED IN LIEU OF DISCIPLINE

Applicant 19-004 - Decision: \$9,777

In June 2011, Applicant, an inmate serving a life sentence, accepted the representation of Edensword-Breck in setting up his Trust. Edensword-Breck represented the estate of Applicant's aunt, in which Applicant was a beneficiary. Since Applicant was incarcerated, he had little choice but to accept Edensword-Breck's representation. In June 2011, \$14,157.59 was deposited into Applicant's account. Edensword-Breck cancelled Applicant's life insurance policy with a cash value of \$1,093.62, which he deposited, bringing Applicant's bank account balance to \$15,251.21. Other than \$5,200 distributed to Applicant, Edensword-Breck used the remainder of funds to pay himself for "services," to rent a storage unit, and to pay storage late fees and bank fees. Without authorization Edensword-Breck rented a storage unit for Applicant's aunt's personal items, in which he was often late on the payments, resulting in late charges. Applicant's bank account fell below the minimum balance of \$1,000, resulting in a \$10 monthly fee. Edensword-Breck never informed Applicant that he was taking fees for these services nor that his bank account was under the minimum balance. In June 2018, Applicant received \$274.20 when his trust account was liquidated. This loss was discovered by Applicant's new counsel, representing him in seeking clemency. Otherwise, Applicant would have never known that he had been defrauded by Edensword-Breck.

The Board approved payment of \$9,777.

LA ROCCO, ROBERT, #42536 – DISBARRED

Applicant 20-031 - Decision: \$1,000

In June 2016, Applicant hired La Rocco to represent her in quashing an old warrant, paying \$1,000. In 1993, Applicant moved from Washington (WA) to Florida (FL). In June 2016, during a traffic stop, Applicant learned that she had a warrant for her arrest in WA. Applicant reached out to her previous divorce attorney who referred her to La Rocco. The primary form of communication between Applicant and La Rocco was telephone. La Rocco appeared in court a couple of times and thereafter it became difficult to contact him to find out the status of her case. In 2019, Applicant tried to renew her passport and learned that she was not eligible to get a new passport due to a warrant for her arrest in WA. Applicant tried to hire a new attorney to help her. The attorney discovered La Rocco's disbarment and that Applicant's case was not complete. La Rocco performed no work of value in Applicant's case.

The Board approved payment of \$1,000.

LIEBMAN, DANIEL, #41498 – INTERIM SUSPENSION – DISABILITY

Applicant 19-054 - Decision: \$17,000

In February 2019, Applicant hired Liebman to represent him in an estate matter and a criminal matter, paying a total of \$19,000; \$1,000 for the criminal matter, \$5,000 for "retainer for Gpa," and \$13,000 for "Trust for Gpa." Liebman made a trip to Raymond, Washington for a surrender of weapons declaration in the criminal matter, and he attend one hearing and a will signing in the estate matter. Thereafter, it became difficult to contact Liebman as his phone numbers were no longer in service. Applicant had to hire new counsel. Liebman earned \$2,000 of the fees Applicant paid. Liebman never returned the balance of the unearned fees.

The Board approved payment of \$17,000.

Applicant 20-008 - Decision: \$15,000

In November 2018, Applicant hired Liebman to represent her in a family law matter, paying \$15,000. Thereafter, Liebman became difficult to reach. After a year of no work being performed and nothing being filed, Applicant filed a grievance with ODC and a claim to the Fund.

The Board approved payment of \$15,000.

Applicant 20-009 - Decision: \$5,000

In November 2018, Applicant hired Liebman to represent her in a family law matter paying \$5,000. Thereafter, it took a while to hear from Liebman's office. On January 10, 2019, Applicant received an email from Liebman's paralegal informing her that they were preparing the modification documents and would be in contact to schedule the signing. Applicant received no follow-up regarding the signing. On May 21, 2019, Liebman's new paralegal contacted Applicant

to apologize for the delays, and Applicant stayed hopeful. However, on June 15, 2019, Liebman's former paralegal advised Liebman's clients to contact WSBA regarding possible embezzlement and fraud. On August 30, 2019, Applicant sent Liebman a letter to terminate his representation.

The Board approved payment of \$5,000.

Applicant 20-025 - Decision: \$3,500

In February 2018, Applicant hired Liebman to represent him in a dissolution matter, paying \$3,500. Applicant did not see Liebman again until a year later in court. In the meantime, Applicant's primary contact was with Liebman's office assistant. Applicant was initially told that his case would take 90 days. As the 90 days approached, Applicant contacted Liebman's office to check the status of his case. Liebman's assistant told Applicant that his documents had been filed with the court and a court date would be assigned soon. During the dissolution, Applicant signed a Quit Claim Deed on his property under false pretenses. Liebman's assistant told Applicant to bring a copy of it into the office. When Applicant went to obtain a copy of the Quit Claim Deed, he learned that no other documents had been filed in his case although the assistant told him otherwise. Applicant obtained more case information and documents and noticed that under "case status" it listed "completed/recompleted," and that a Petition for Dissolution, Summons, and Notice of Appearance had been filed. Applicant received notification from his wife's attorney about an upcoming court date. Liebman said he was unaware of the court date. At that court date, Applicant learned that he missed a settlement hearing and thus failed to have his interests represented. Applicant felt that Liebman's office staff had misled him about his case.

The Board approved payment of \$3,500.

KAH, HELMUT, #18541 – DECEASED

Applicant 19-052 - Decision: \$8,000

In May 2019, Applicant hired Kah to represent her in a family law matter paying \$8,000. On June 25, 2019, Kah failed to appear at Applicant's court hearing. Thereafter, Applicant tried to locate Kah and learned that Kah had suffered a severe stroke, was in the hospital, and had lost his memory. In July and August 2019, Applicant received text messages from Kah stating that he was in the hospital. On August 21, 2019, Applicant sent Kah a text message to inform him that she had to hire new counsel and needed him to sign a release form. She also requested her client file and a refund of the unearned fee. Kah did not respond to Applicant's requests because he was in hospice. Kah passed away on December 20, 2019. According to the court docket in Applicant's matter, the last court date on June 25, 2019 resulted in a continuance from previous court dates. Therefore, Kah could not perform any work of value within the period he was hired.

The Board approved payment of \$8,000.

MARSHALL, SAMUEL, #43756 – DISBARRED

Applicant 18-011 - Decision: \$1,500

In August 2016, Applicant hired Marsh to represent her in an immigration matter paying a down payment of \$1,500. On August 4, 2016, Applicant tried to contact Marsh to obtain information about her case, with no return response. When Applicant was finally able to reach Marsh, he was rude and demanded more money. In October 2016, Marsh sent Applicant a text message terminating representation. Marsh never performed any work of value on Applicant's matter and never refunded the unearned fee.

The Board approved payment of \$1,500.

Applicant 20-007 - Decision: \$10,300

In January 2015, Applicant hired Marsh to represent her in obtaining her green card and work permit, paying a total of \$10,300. Thereafter, Marsh performed no work and Applicant never received any immigration documents to apply for her green card. It became difficult for Applicant to contact Marsh. However, when Applicant finally spoke with Marsh, he would request more money for paperwork, or state that he was sending more documents, which she never received.

The Board approved payment of \$10,300.

MORRISS, ROY EARL, #34969 – RESIGNED IN LIEU OF DISCIPLINE

Applicant 19-038 - Decision: \$987.00

In May 2014, Applicant hired Morriss to represent him in a land use matter, paying \$1,000. On May 7, 2014, a hearing was held before the Snohomish County Examiner. The hearing lasted for 30 minutes. After the hearing, Applicant no longer needed Morriss's services and asked that he withdraw and return the unused portion of the legal fee. When Applicant did not receive a response to his requests, he filed a small claims suit against Morriss and won a judgment for \$986.63.

The Board approved payment of \$987.00.

PIPER, DARLENE, #24244 – RESIGNED IN LIEU OF DISCIPLINE

Applicant 19-032 - Decision: \$45,501

In June 2012, Client hired Piper to help her with a Medicaid trust when her husband was diagnosed with dementia, paying \$350. On August 28, 2012, Client signed an irrevocable trust document appointing Piper as trustee of the "Family Trust." The assets in the trust were an annuity of \$218,000, real property worth \$300,000, and \$80,000 cash. On August 28, 2012, Client also signed a durable power of attorney (POA) appointing Piper as her attorney-in-fact with regard to making financial decisions. In September 2012, Piper opened a bank account in the name of the "Family Trust, Darlene Piper Trustee" (Trust). Piper deposited \$57,634.93 of Client's assets and transferred \$30,015.60 from Client's personal account into the Trust. In October 2012, Piper began making large withdrawals from the Trust and by August 2014, she had withdrawn \$45,250. Piper did not inform Client or any of Client's family members about the withdrawals and she did not provide invoices or other documentation to justify the withdrawals. Piper knew she was not entitled to the funds. On January 27, 2015, Piper resigned as Trustee and Client's daughter, Applicant, became the Trustee. On September 28, 2015, Applicant requested that Piper provide an accounting of the Trust. Applicant discovered that Piper had converted funds for her own use. On March 1, 2017, Applicant filed a Petition to Repay Trust for Breach of Fiduciary Duty and Unreasonable Fees in King County Superior Court. On April 25, 2017, the Court entered an order directing Piper to repay \$45,500.75. On May 24, 2017, a judgment was entered against Piper. Piper never repaid the funds she took from the Trust. Piper filed bankruptcy but did not list the Trust as a creditor.

The Board approved payment of \$45,501.

PITNER, NOEL, #36158 – DISBARRED

Applicant 19-035 - Decision: \$3,000

In June 2017, Applicant hired Pitner to represent her in a family law matter, paying \$3,000. Thereafter, Applicant's only contact with Pitner was over the phone. In October 2017, Pitner's office sent Applicant a Parenting Plan for her review. Pitner tried to talk Applicant into settling with her ex-husband so that it would not go to court. In May 2018, Applicant tried to contact Pitner's office to discuss taking the matter to court, but the phone number was no longer in service. Another client later told Applicant that Pitner closed his office due to health issues. Applicant never received an accounting of her retainer and was not notified of Pitner's office closure. Applicant learned from another attorney that Pitner had been disbarred.

The Board approved payment of \$3,000.

SINDELL, RICHARD, #2194 – DECEASED

Applicant 18-108 – Decision: \$19,500

In late 2016, Applicant hired Sindell to represent her when a hospital breached confidentiality, paying \$19,500. The span of Sindell's representation of Applicant went from late 2016 to March 2018. When Applicant hired him, Sindell had just started treatment for a brain tumor, which Sindell did not disclose to Applicant. Over the course of the representation, Sindell's illness began to worsen, and he suffered diminished capacity. Sindell's illness began to affect his performance in Applicant's matter. Sindell lost documents, filed incorrect documents with the court, mixed up client cases and files, and ran Applicant's case over the statute of limitation. Applicant alleges that Sindell asked her to assist him with his cases when his paralegals quit his firm. In a letter dated March 1, 2018, Applicant terminated Sindell's representation. Applicant's new counsel had to start her case from scratch as her client files were unavailable. Sindell passed away in June 2018. Sindell's representation was of no value to Applicant.

The Board approved payment of \$19,500.

SMITH, JILL, #41162 – DISBARRED

Applicant 20-004 - Decision: \$10,000

In May 2018, Applicant hired Smith to represent her in a real estate litigation matter, paying \$10,000. Applicant was pursuing a lawsuit against Chase Bank, her home loan lender, because of their handling of her loan. After Applicant paid Smith, it became difficult for Applicant to contact her. Smith did not respond to any of Applicant's messages. In December 2018, Smith was suspended from the practice of law. In January 2019, Applicant contacted Smith to request a refund of the fee and her client file. Smith agreed to give Applicant her client file and to return the unearned fee, but did not have the money at that time. Applicant filed a WSBA grievance against Smith. Smith did not respond to the grievance, nor did she cooperate with the lawyer discipline process. Applicant never received a refund of the unearned fee. Applicant sued Smith and obtained a judgement for \$10,000, plus additional costs.

The Board approved payment of \$10,000.

THOMMES, ADRIENNE, #43721 – DISABILITY INACTIVE

Applicant 20-040 - Decision: \$31,344

In May 2014, Applicant hired Thommes to represent her in a personal injury matter on a 33-1/3% contingent fee basis. In February 2019, Thommes obtained a settlement for \$47,014.33 on Applicant's behalf. On February 25, 2019, Applicant signed a Settlement Agreement and Release of Claims. In March 2019, Applicant emailed Thommes to check the status of the settlement. Thommes' stated that he would call and check, knowing that he had already received the settlement check. On July 19, 2019, Applicant received a letter from opposing counsel, to inform her of Thommes' suspension from the practice of law. The letter also stated that Applicant needed to seek new counsel to represent her at a settlement conference hearing and advised her of the opposing party's intent to file a motion seeking an order to dismiss the lawsuit and claims. Thommes converted Applicant's settlement proceeds for his own use.

The Board approved payment of \$31,344.

VANCE, TANJA, #41941 – DECEASED

Applicant 20-023 - Decision: \$2,900

In March 2018, Applicant hired Vance to represent him in an immigration matter paying \$2,900. Thereafter, it became difficult to contact Vance. On December 9, 2018, Applicant submitted his documents for German dual citizenship to Vance. On January 3, 2019, Vance confirmed that she received Applicant's documents. Vance told Applicant that she would review the documents and prepare them to send to German authorities. Applicant never heard from Vance again. Applicant never knew whether Vance submitted his documents to the German authorities. He made several more attempts to contact Vance until both her email addresses were no longer active. Tanja Vance passed away on October 21, 2019.

The Board approved payment of \$2,900.

Applicant 20-033 - Decision: \$3,300

In February 2019, Applicant hired Vance to represent her in an immigration matter paying \$3,300. Thereafter it became difficult to contact Vance. She did not perform any work of value and would often ignore communication for months. When Applicant called Vance from a phone number other than her own, Vance answered, but then made excuses and disappeared again. Later, WSBA informed Applicant that Vance passed away.

The Board approved payment of \$3,300.

Applicant 20-039 - Decision: \$3,150

In July 2018, Applicant hired Vance to represent her in an immigration matter paying \$3,150. After the payment, Vance sent Applicant some sample paperwork and a list of documents

needed to petition Germany. Applicant completed the paperwork and sent it back to Vance. In February 2019, Vance sent Applicant an email confirming her receipt of the documents and that she had made corrections and sent the documents to the Consulate. Vance gave Applicant an estimated processing time of 10-12 months. Applicant followed up with Vance in January 2020 and received no response. Applicant later learned that Vance passed away. Applicant contacted the Consulate to check the status of her paperwork and they informed her that there was no file matching her name. Vance never performed any work on her application.

The Board approved payment of \$3,150.

WILLIAMS, CHARLES, #11674 – DECEASED

Applicant 18-081 - Decision: \$9,400

In April 2017, Applicant hired Williams to represent him in a criminal matter, paying a total of \$14,900. Williams passed away suddenly, less than 30 days after Applicant hired him. Williams did not perform any work of value on Olin's case prior to his passing.

The Board approved payment of \$9,400.

QUICK, DANIEL, #26064 – RESIGNED IN LIEU OF DISCIPLINE

Applicant 18-098 - Decision: \$150,000

In December 2009, Applicant hired Quick to provide estate-planning services. Quick knew Applicant suffered from dementia and set up Applicant's estate plan to take total control of her assets. Quick had no supervision in the handling of Applicant's estate matters. Quick prepared a durable power of attorney (DPOA) designating himself as attorney-in-fact and as Applicant's guardian. The DPOA authorized Quick to use Applicant's funds to advance all reasonable and desirable expenses. The DPOA contained an indemnity provision to "hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the principal." Quick prepared Applicant's Last Will and Testament and designated himself as personal representative of Applicant's estate. Applicant never signed a fee agreement detailing Quick's billing rate for non-legal services nor was she ever advised to seek independent counsel. Quick was Applicant's attorney-in-fact under the DPOA from December 9, 2009, to September 9, 2015, during which time Quick paid himself fees without oversight or informed consent in writing from Applicant. In September 2015, the court removed Quick as Applicant's attorney-in-fact in a guardianship case filed by Washington State Department of Social and Health Service (DSHS). During the period Quick acted at Applicant's attorney-in-fact, he charged unreasonable fees and paid himself approximately \$226,000 out of Applicant's funds for the services he provided.

The Board approved payment of \$150,000.

APPENDIX – Fund Balance Sheet

Statement of Financial Position

ASSETS	Audited As of September 30, 2021
Wells Fargo Checking Account	\$310,634
Accrued Interest Receivable	-
Wells Fargo Money Market	4,407,367
Wells Fargo Investments	-
Morgan Stanley Money Market	106,915
TOTAL ASSETS	\$4,824,916
LIABILITIES AND NET ASSETS	
Approved gifts to injured clients payable	612,037
Liability to WSBA general fund	166,633
Net Assets	4,046,246
TOTAL LIABILITIES AND NET ASSETS	\$ 4,824,916

Statement of Activities

REVENUE	Audited As of September 30, 2021
Restitution	137,971
Member Assessment	363,280
Interest	4,890
TOTAL REVENUE	\$506,141
EXPENSES	
Gifts to Injured Clients	\$499,637
CPF Board	61
Misc.	2,211
Indirect (overhead)	151,116
TOTAL EXPENSE	\$653,025
Net Income (Expense)	\$(146,884)

Statement of Changes in Net Assets

Balance on September 30, 2020	\$ 4,193,130
Net Income as of September 30, 2021	(146,884)
Balance on September 30, 2021	\$ 4,046,246