

**FILED**

Jun 26, 2023

**Disciplinary  
Board**

**Docket # 020**

DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

**JOHN C. PEICK,**

Lawyer (Bar No. 6249).

Proceeding No. 22#00045

ODC File No(s). 21-00247, 22-00320

Resignation Form of John C. Peick (ELC  
9.3(b))

I, John C. Peick, declare as follows:

1. I am over the age of eighteen years and am competent. I make the statements in this declaration from personal knowledge.
2. I was admitted to practice law in the State of Washington on November 6, 1975.
3. I was served with a Formal Complaint and Notice to Answer in this matter on March 8, 2023.
4. After consulting with my counsel, Greg Lockwood, I have voluntarily decided to resign from the Washington State Bar Association (the Association) in Lieu of Discipline under Rule 9.3 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).
5. Attached hereto as Exhibit A is Disciplinary Counsel's statement of alleged misconduct for purposes of ELC 9.3(b). I am aware of the alleged misconduct stated in

1 Disciplinary Counsel's statement, but rather than defend against the allegations, I wish to  
2 permanently resign from membership in the Association.

3 6. I consent to entry of an order under ELC 13.9(e) assessing expenses of \$1,500 in  
4 this matter.

5 7. I agree to pay any additional costs or restitution that may be ordered by a Review  
6 Committee under ELC 9.3(g).

7 8. I understand that my resignation is permanent and that any future application by me  
8 for reinstatement as a member of the Association is currently barred. If the Washington Supreme  
9 Court changes this rule or an application is otherwise permitted in the future, it will be treated as  
10 an application by one who has been disbarred for ethical misconduct. If I file an application, I  
11 will not be entitled to a reconsideration or reexamination of the facts, complaints, allegations, or  
12 instances of alleged misconduct on which this resignation was based.

13 9. I agree to (a) notify all other states and jurisdictions in which I am admitted of this  
14 resignation in lieu of discipline; (b) seek to resign permanently from the practice of law in those  
15 jurisdictions; and (c) provide Disciplinary Counsel with copies of this notification and any  
16 response(s). I acknowledge that this resignation could be treated as a disbarment by all other  
17 jurisdictions.

18 10. I agree to (a) notify all other professional licensing agencies in any jurisdiction from  
19 which I have a professional license that is predicated on my admission to practice law of this  
20 resignation in lieu of discipline; (b) seek to resign permanently from any such license; and (c)  
21 provide disciplinary counsel with copies of any of these notifications and any responses.

22 11. I agree that when applying for any employment, I will disclose the resignation in  
23 lieu of discipline in response to any question regarding disciplinary action or the status of my

1 license to practice law.

2 12. I understand that my resignation becomes effective on Disciplinary Counsel's  
3 endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) Disciplinary  
4 Counsel must do so promptly following receipt of this document.

5 13. When my resignation becomes effective, I agree to be subject to all restrictions that  
6 apply to a disbarred lawyer.

7 14. Upon filing of my resignation, I agree to comply with the same duties as a disbarred  
8 lawyer under ELC 14.1 through ELC 14.4.

9 15. I understand that, after my resignation becomes effective, it is permanent. I will  
10 never be eligible to apply and will not be considered for admission or reinstatement to the practice  
11 of law nor will I be eligible for admission for any limited practice of law.

12 16. I certify under penalty of perjury under the laws of the State of Washington that the  
13 foregoing is true and correct.

14  
15 4/22/2023  
Date and Place

16   
John C. Peick, Bar No. 6249

17  
18 ENDORSED BY:

19   
20 Chris Chang, Disciplinary Counsel  
Bar No. 54808

# **EXHIBIT A**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

**JOHN C. PEICK,**

Lawyer (Bar No. 6249).

Proceeding No. 22#00045

ODC File No(s). 21-00247, 22-00320

STATEMENT OF ALLEGED  
MISCONDUCT UNDER ELC 9.3(b)(1)

The attached formal complaint, filed on February 10, 2023, in Proceeding No. 22#00045, constitutes Disciplinary Counsel's statement of alleged misconduct under Rule 9.3(b)(1) of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

DATED this 16<sup>th</sup> day of June, 2023.



Chris Chang, Bar No. 54808  
Disciplinary Counsel

1  
2  
3  
4  
5  
6 DISCIPLINARY BOARD  
7 WASHINGTON STATE BAR ASSOCIATION  
8

9 In re

10 **JOHN C. PEICK,**  
11 Lawyer (Bar No. 6249).

Proceeding No. 22#00045

FORMAL COMPLAINT

12  
13 Under Rule 10.3 of the Washington Supreme Court's Rules for Enforcement of Lawyer  
14 Conduct (ELC), the Office of Disciplinary Counsel (ODC) of the Washington State Bar  
15 Association charges the above-named lawyer with acts of misconduct under the Washington  
16 Supreme Court's Rules of Professional Conduct (RPC) as set forth below.

17 **FACTS**

18 1. Respondent John C. Peick was admitted to the practice of law in the State of  
19 Washington on November 6, 1975.

20 2. Respondent is a solo practitioner.

21 3. During all relevant times, Respondent maintained a trust account at Wells Fargo  
22 Bank ending in 6144.  
23



1 17. On September 1, 2020, Respondent deposited the \$42,500 check from State Farm  
2 into Respondent's trust account.

3 18. On September 28, 2020, Wolf emailed Respondent asking when Wolf could come to  
4 Respondent's office to pick up Wolf's settlement funds.

5 19. Respondent did not respond to Wolf's email.

6 20. On October 6, 2020, Wolf emailed Respondent and stated that Wolf wanted to go to  
7 Peick's office on October 8, 2020 to pick up Wolf's settlement funds and close out Wolf's  
8 matter.

9 21. Respondent's assistant, Nancy Casteneda (Casteneda), responded, and set an  
10 appointment for October 14, 2020.

11 22. On October 14, 2020, Respondent provided Wolf with a spreadsheet showing how  
12 the settlement funds would be disbursed.

13 23. On October 15, 2020, Wolf emailed Respondent questions about State Farm's PIP  
14 reimbursement claim and requested that Respondent provide Wolf with an itemization of the  
15 medical charges.

16 24. On October 22, 2020, Respondent emailed Wolf a document titled, "Statement of  
17 Disbursement" (October 2020 Statement).

18 25. The October 2020 Statement listed \$14,152.50 in attorney's fees and \$7,656.94 for  
19 State Farm's PIP reimbursement claim.

20 26. On October 22, 2020, Wolf replied to Respondent's email and requested a copy of  
21 State Farm's final settlement letter that detailed final payments made and itemization of  
22 charges.

23 27. Respondent did not respond to Wolf's request.



1 28. On October 27, 2020, Wolf emailed Casteneda with questions about the PIP  
2 reimbursement claim and medical expenses and asked whether State Farm was requesting a PIP  
3 reimbursement.

4 29. Casteneda did not respond to Wolf's email.

5 30. On November 16, 2020, Wolf emailed Casteneda again for answers to Wolf's  
6 questions.

7 31. Casteneda did not respond.

8 32. On January 20, 2021, Wolf emailed Respondent stating that Wolf's questions about  
9 the settlement still had not been answered and that the delays in response were unacceptable.

10 33. Respondent did not respond to Wolf's email.

11 34. On January 29, 2021, Wolf sent another email asking Respondent to respond.

12 35. Respondent did not respond.

13 36. On February 1, 2021, Wolf sent Respondent a text message requesting a response to  
14 Wolf's emails.

15 37. Respondent did not respond.

16 38. On March 4, 2021, Wolf filed a grievance against Respondent, alleging a lack of  
17 communication and failure to disburse settlement funds.

18 39. On March 12, 2021, Wolf sent Respondent a letter by certified mail, again asking  
19 Respondent to provide the documentation related to the PIP reimbursement, an updated  
20 settlement distribution statement, and information about when Wolf could expect to receive the  
21 settlement funds.

22 40. Wolf's requests for information were reasonable.

23 41. Respondent did not respond to Wolf's letter.

1 42. Respondent did not answer Wolf's questions about the PIP reimbursement.

2 43. Wolf attempted to get information directly from State Farm.

3 44. State Farm did not provide Wolf with information because Wolf was represented by  
4 Respondent.

5 45. On April 22, 2021, Respondent emailed Wolf and attached a copy of Respondent's  
6 response to the grievance and a Statement of Disbursement (April 2021 Statement).

7 46. The April 2021 Statement differed from the October 2020 Statement that  
8 Respondent provided to Wolf in that the April 2021 Statement listed \$12,003.39 in attorney's  
9 fees, which was \$2,149.11 less than what was listed on the October 2020 Statement.

10 47. The April 2021 Statement listed \$8,429.53 for the PIP reimbursement, which was  
11 \$772.59 more than what was listed on the October 2020 Statement.

12 48. Wolf objected to the amount of PIP reimbursement, and informed Respondent that  
13 Wolf had not been able to document all of the PIP expenses reflected on the April 2021  
14 Statement and specifically requested that Respondent obtain documentation for the difference.

15 49. Respondent made little, if any, effort to obtain the documentation or otherwise  
16 resolve the reimbursement claim with State Farm.

17 50. On or about June 1, 2021, Respondent issued Wolf a check for \$22,918.14.

18 51. That same day, Respondent issued a check for \$12,166.01 to Peick Law Group for  
19 Respondent's attorney's fees and costs.

20 52. At the time of the disbursement, Respondent provided Wolf with a Statement of  
21 Disbursement (Final Statement) that was different from the October 2020 and the April 2021  
22 Statements in that Final Statement listed \$12,000.00 in attorney's fees and \$7,415.95 in PIP  
23 reimbursement.

1 53. Respondent did not explain the differences in the October 2020 Statement, April  
2 2021 Statement, and the Final Statement.

3 54. As of February 28, 2022, Respondent continues to hold \$7,414.85 in disputed funds  
4 in Respondent's trust account.

5 55. Respondent knowingly failed to communicate with Wolf, causing Wolf to suffer  
6 stress and aggravation.

7 56. Respondent knowingly failed to diligently pursue resolution of the PIP  
8 reimbursement issues with State Farm.

9 57. Respondent knew or should have known that Respondent was dealing improperly  
10 with client property and/or property belonging to third persons.

11 58. Respondent's conduct harmed Wolf because Wolf had to wait almost a year to  
12 receive funds to which Wolf was entitled.

13 59. Respondent's conduct caused potential harm to clients and third parties by making  
14 Respondent's trust account vulnerable to Respondent's creditors when Respondent commingled  
15 Respondent funds with client funds in the account.

16 Non-Cooperation with Grievance Investigation

17 60. On May 7, 2021, disciplinary counsel sent Respondent a request that Respondent  
18 provide records related to Respondent's representation of Wolf and Respondent's trust account  
19 records within 30 days of the date of the letter.

20 61. Respondent did not provide disciplinary counsel with the requested records.

21 62. On June 21, 2021, disciplinary counsel sent Respondent a letter requesting that  
22 Respondent provide the documents listed in the May 7, 2021 letter within 10 days and informed  
23 Respondent that failure to provide the requested records could result in being subpoenaed for a

1 deposition and be a basis for discipline.

2 63. Respondent did not provide disciplinary counsel with the requested records.

3 64. On August 17, 2021, Respondent was personally served with a subpoena duces  
4 tecum for a non-cooperation deposition on August 24, 2021.

5 65. On October 8, 2021, disciplinary counsel requested Respondent provide records  
6 related to the disbursal of funds related to the representation of Wolf, specifically, copies of the  
7 6/1/2021 disbursal of \$22,918.14 to Sharon Wolf, the \$12,166.01 disbursal to Peick Law Group,  
8 and any disbursals of the remaining \$7,415.85.

9 66. To date, Respondent has not provided the above-mentioned disbursal records.

10 67. Respondent knowingly failed to cooperate with ODC's investigation of Wolf's  
11 grievance.

12 68. ODC was required to spend time and resources to obtain necessary records and  
13 information from Respondent.

14 **COUNT 1**

15 69. By failing to promptly comply with Wolf's reasonable requests for information,  
16 and/or by failing to keep Wolf reasonably informed about the status of the matter, Respondent  
17 violated RPC 1.4(a).

18 **COUNT 2**

19 70. By failing to take reasonable steps to resolve the reimbursement claim with State  
20 Farm, Respondent violated RPC 1.3, and/or RPC 1.15A(g).

21 **COUNT 3**

22 71. By failing to promptly deliver funds to Wolf and/or State Farm to which they were  
23 entitled, Respondent violated RPC 1.15A(f), and/or RPC 1.3.

1 **COUNT 4**

2 72. By failing to timely disburse Respondent's earned fees and/or by retaining funds  
3 belonging to Respondent in Respondent's trust account, Respondent violated, RPC 1.15A(c),  
4 and/or RPC 1.15(h).

5 **COUNT 5**

6 73. By failing to promptly respond to disciplinary counsel's request for information and  
7 records, Respondent violated RPC 8.1(b), and/or RPC 8.4(l) (by violating Respondent's duties  
8 under ELC 1.5, and/or ELC 5.3(f), ELC 5.3(g), and/or ELC 5.5(d)).

9 **FACTS REGARDING COUNTS 6 THROUGH 9**

10 David Hendrickson Grievance

11 74. David Hendrickson (Hendrickson) is a chiropractor, and the owner of Discover Life  
12 Chiropractic and Massage (Discover Life).

13 75. Hendrickson employed chiropractor Devin Long (Long) at Discover Life.

14 76. In August 2019, Hendrickson received a letter from Doug Weinmaster  
15 (Weinmaster), a lawyer representing Daniel Marshall (Marshall).

16 77. Marshall claimed that Marshall had been injured while receiving care from Long at  
17 Discover Life in October 2018.

18 78. In or about September 2019, Hendrickson hired Respondent to assist Hendrickson in  
19 defending a potential malpractice claim against Discover Life.

20 79. On September 30, 2019, Hendrickson signed a fee agreement stating that  
21 Respondent would provide "preliminary assistance in defense of potential malpractice case."

22 80. Hendrickson paid Respondent \$2,500 as an advance fee deposit.

23 81. Respondent deposited Hendrickson's \$2500 payment into Respondent's trust

1 account.

2 82. Respondent's fee agreement stated that Respondent would bill Hendrickson on an  
3 hourly basis.

4 83. Respondent's fee agreement stated that Respondent would refer Hendrickson to a  
5 malpractice lawyer should Respondent determine that Hendrickson needed a malpractice  
6 lawyer.

7 84. On or about October 1, 2019, Respondent sent a letter of representation to  
8 Weinmaster.

9 85. Sometime between October 2019 and December 2019, Hendrickson learned that  
10 Marshall was no longer pursuing the malpractice claim.

11 86. Respondent and Hendrickson agreed that Respondent would keep Hendrickson's  
12 \$2,500 advance fee deposit in the event Marshall filed a lawsuit against Long, Discover Life  
13 and/or Hendrickson.

14 87. In or about February 2021, Marshall filed a complaint in Marshall v. Long, Pierce  
15 County Superior Court Case No. 21-2-04747-7.

16 88. The complaint named Discover Life as a defendant.

17 89. The complaint did not name Hendrickson as a defendant.

18 90. In or about April 2021, Hendrickson requested that Respondent send a letter to  
19 Marshall's lawyer explaining Hendrickson's position that Hendrickson lacked control over  
20 Long.

21 91. Respondent did not send a letter to Marshall's lawyer.

22 92. Hendrickson attempted to contact Respondent several times but discovered that  
23 Respondent's phone had been disconnected.

1 93. Respondent was not reachable through Respondent's website because  
2 Respondent's website was down.

3 94. Respondent did not respond to Hendrickson's reasonable requests for information.

4 95. Respondent has not contacted Hendrickson since April 2021.

5 96. Sometime after April 2021, Hendrickson hired a new lawyer.

6 97. On October 20, 2021, Respondent withdrew \$230.00 from Respondent's Wells  
7 Fargo trust account.

8 98. The withdrawal was labeled as "Online Transfer Hendrickson Fees" on  
9 Respondent's Wells Fargo statement.

10 99. Respondent did not provide Hendrickson with any advance notice that Respondent  
11 intended to withdraw fees from the trust account.

12 100. Respondent did not provide Hendrickson a written accounting after transferring the  
13 funds.

14 101. Respondent filed with the court an "Amended Notice of Withdrawal," dated  
15 November 3, 2021, informing the parties that Respondent was withdrawing from the Marshall  
16 v. Long case effective immediately.

17 102. The notice was filed with the court clerk's office on December 13, 2021.

18 103. Respondent did not tell Hendrickson that Respondent withdrew from the  
19 representation.

20 104. Respondent did not refund any portion of the \$2,500 advance fee Hendrickson paid  
21 Respondent for the representation.

22 105. Respondent acted knowingly when Respondent failed to communicate with  
23 Hendrickson.

1 106. Respondent's conduct caused Hendrickson to suffer stress and aggravation.

2 107. Respondent acted knowingly when Respondent failed to give Hendrickson notice  
3 in writing prior to withdrawing Respondent's fees.

4 108. Respondent acted knowingly when Respondent failed to provide a written  
5 accounting to Hendrickson after transferring funds from Respondent's trust account.

6 109. Respondent's conduct caused harm to Hendrickson because Hendrickson was  
7 deprived of the opportunity to contest the fee.

8 110. Respondent acted knowingly when Respondent failed to give any notice to  
9 Hendrickson prior to withdrawing from the representation.

10 111. Respondent acted knowingly when Respondent failed to refund any advance  
11 payment of fee that Respondent did not earn or incur.

12 112. Respondent's conduct caused potential harm to Hendrickson because Hendrickson  
13 was without legal representation and denied funds to which Hendrickson was entitled.

14 **COUNT 6**

15 113. By failing to keep Hendrickson reasonably informed about the status of the Long  
16 lawsuit and/or by failing to promptly comply with Hendrickson's reasonable requests for  
17 information, Respondent violated RPC 1.4(a).

18 **COUNT 7**

19 114. By withdrawing \$230.00 of Hendrickson's funds from Respondent's trust account  
20 without providing Hendrickson notice in writing before the withdrawal, Respondent violated  
21 RPC 1.15A(h)(3).

22 **COUNT 8**

23 115. By failing to provide a written accounting to Hendrickson after withdrawing



1 \$230.00 from Respondent's trust account, Respondent violated RPC 1.15A(e).

2 **COUNT 9**

3 116. By failing to give reasonable notice to Hendricks on prior to Respondent's  
4 withdrawal in Marshall v. Long, and/or by failing to refund any unearned portion of the \$2,500  
5 advanced fee, Respondent violated RPC 1.16(d).

6  
7 THEREFORE, Disciplinary Counsel requests that a hearing be held under the Rules for  
8 Enforcement of Lawyer Conduct. Possible dispositions include disciplinary action, probation,  
9 restitution, and assessment of the costs and expenses of these proceedings.

10  
11 Dated this 10<sup>th</sup> day of February, 2023.

12  
13 

14 \_\_\_\_\_  
Chris Chang, Bar No. 54808  
Disciplinary Counsel