

FILED

Jun 27 2018

Disciplinary Board

Docket # 033

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON SUPREME COURT

In re

MICHAEL LUCIEN JACOB,
Lawyer (Bar No. 11622).

Proceeding No.17#00027

ODC File No(s). 16-01132, 17-00365, 17-00657, 17-01869, 17-01892, 18-00199, 18-00387

Resignation Form of Michael Lucien Jacob (ELC 9.3(b))

I, Michael Lucien Jacob, 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 May 21, 1981.
3. I was served with an Amended Formal Complaint and Notice to Answer in this matter on January 16, 2018.
4. 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).

1 5. Attached hereto as Exhibit A is Disciplinary Counsel's statement of alleged
 2 misconduct for purposes of ELC 9.3(b). I am aware of the alleged misconduct stated in
 3 Disciplinary Counsel's statement, but rather than defend against the allegations, I wish to
 4 permanently resign from membership in the Association.

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

CLIENT	AMOUNT OWED
Yadira & Edwin Lemus	\$1,700
Jeremias Barela	\$1,500
Juana Silva Ortiz & Augustin Garcia Lopez	\$3,000
Jose & Fermin Ruiz de la Torre	\$2,000
Wilvin Lopez	\$2000
Esvin Lopez Hernandez	\$1,500
Alejandro Carrillo	\$480
Brendi Magali Rivas Cifuentes de Ramos	\$1,200
Genaro Villagomez Velasquez	\$2,000
Juan Gabriel Rojo Garfias	\$2,000

7 22 7. I agree to pay any additional costs or restitution that may be ordered by a Review
 23 Committee under ELC 9.3(g).

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

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

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

15 11. I agree that when applying for any employment, I will disclose the resignation in
16 lieu of discipline in response to any question regarding disciplinary action or the status of my
17 license to practice law.

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

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

23 14. Upon filing of my resignation, I agree to comply with the same duties as a

1 | disbarred lawyer under ELC 14.1 through ELC 14.4.

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

5 | 16. I certify under penalty of perjury under the laws of the State of Washington that
6 | the foregoing is true and correct.

<u>5-9-18 Bremerton, WA</u>	<u></u>
Date and Place	Michael Lucien Jacob, Bar No. 11622

9 | ENDORSED BY:

10 | 

11 | Sachia Stonefeld Powell, Disciplinary Counsel
12 | Bar No. 21166

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BEFORE THE
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10 In re

11 MICHAEL LUCIEN JACOB,
12 Lawyer (Bar No. 11622).


Proceeding No.17#00027

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00657, 17-01869, 17-01892, 18-00199, 18-
00387

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

15
16 The attached amended formal complaint, filed on January 16, 2018 in Proceeding No.
17 17#00027, constitutes Disciplinary Counsel's statement of alleged misconduct under Rule
18 9.3(b)(1) of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct
19 (ELC).

20 DATED this 9th day of May, 2018.

21 
22 _____
23 Sachia Stonefeld Powell, Bar No. 21166
24 Disciplinary Counsel

FILED

JAN 16 2018

DISCIPLINARY
BOARD

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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

10 In re

11 **MICHAEL LUCIEN JACOB,**

12 Lawyer (Bar No. 11622).

Proceeding No. 17#00027

FIRST AMENDED FORMAL COMPLAINT

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

18 **ADMISSION TO PRACTICE**

19 1. Respondent Michael Lucien Jacob was admitted to the practice of law in the State of
20 Washington on May 12, 1981.

21 **FACTS REGARDING COUNTS 1-2 (Urban Miguel Grievance)**

22 2. Andres Urban Miguel hired Respondent to represent him in an immigration matter
23 while Mr. Miguel was in detention.

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1 3. Mr. Miguel's brother paid Respondent \$3,000.

2 4. Respondent represented Mr. Miguel at his removal hearing.

3 5. The Immigration Judge denied Mr. Miguel's applications for asylum, withholding of
4 removal, and convention against torture. However, Respondent was able to get Mr. Miguel
5 released on bond.

6 6. The parties dispute whether Respondent was obligated by contract to file an appeal
7 on Mr. Miguel's behalf to the Board of Immigration Appeals (BIA).

8 7. Nonetheless, on July 31, 2015, Respondent filed a notice of appeal with the BIA.

9 8. On the Notice of Appeal form, Respondent checked "Yes" next to the question: "Do
10 you intend to file a separate written brief or statement after filing this Notice of Appeal?"

11 9. Directly following this question, the Notice of Appeal form contains the following
12 warning:

13 **!** **WARNING: If you mark "Yes" in item #8, you will be expected to file a written brief or statement**
14 **after you receive a briefing schedule from the Board. The Board may summarily dismiss your appeal**
if you do not file a brief or statement within the time set in the briefing schedule.

15 10. On September 8, 2015, the day before the brief was due, Respondent filed a motion
16 to extend the briefing deadline to September 30, 2015.

17 11. Respondent's declaration in support of the motion stated, "I am the attorney for the
18 respondent herein. Respondent was released on bond last week and is not NON-DETAINED
19 [sic]. I was out of the office, on the road for the better part of last week, and was unable to
20 complete the brief in this action in a timely manner. I am requesting a 21 day extension of the
21 briefing filing deadline."

22 12. The BIA granted the motion.

23 13. Respondent did not file a brief.

1 14. Respondent did not tell Mr. Miguel that he did not file a brief.

2 15. The BIA dismissed the appeal.

3 16. Mr. Miguel hired new counsel, Tung Dang, after learning that the BIA had dismissed
4 his appeal.

5 17. Mr. Dang discovered that Respondent had failed to file a brief.

6 18. Mr. Dang succeeded in having the matter reopened, then filed an appeal to the BIA
7 on Mr. Miguel's behalf with briefing.

8 19. The BIA denied the appeal. The matter is pending with the Ninth Circuit.

9 **COUNT 1**

10 20. By failing to file a brief with the BIA on behalf of Mr. Miguel, Respondent violated
11 RPC 1.3.

12 **COUNT 2**

13 21. By failing to advise Mr. Miguel that he had not filed a brief with the BIA on his
14 behalf and/or by failing to advise Mr. Miguel to make other arrangements to file a brief with the
15 BIA, Respondent violated RPC 1.4.

16 **FACTS REGARDING COUNTS 3-7 (Lemus Grievance)**

17 22. On or about May 31, 2010, Yadira and Edwin Lemus hired Respondent to obtain
18 legal status for Mr. Lemus. Ms. Lemus is a United States citizen.

19 23. The Lemuses paid Respondent a flat fee of \$3,400 for preparation of an Adjustment
20 of Status package.

21 24. Respondent filed an I-130 petition (Petition for Alien Relative) and received notice
22 that it was approved on April 5, 2011.

23 25. After approval, the next step is to apply for a visa.

1 26. Respondent did not recommend the Lemuses follow through on the process right
2 away because he was hopeful the law would change so that if Mr. Lemus returned to Guatemala
3 to obtain his visa he would not be barred from entering the United States for a prolonged period
4 of time.

5 27. On April 17, 2012, Respondent received a letter from the Department of State
6 National Visa Center (NVC). Among other things, the letter stated that "If the NVC receives no
7 communication from any representative of a case for a period of one year the case enters the
8 termination process. All submitted fees and documents expire and must be resubmitted to
9 resume the immigration process."

10 28. Ms. Lemus assumed Respondent was contacting the NVC annually, but he was not.

11 29. On July 11, 2016, the Ninth Circuit Court of Appeals suspended Respondent from
12 practice before that court for six months.

13 30. On or about August 3, 2016, the NVC emailed a letter to Respondent and Ms. Lemus
14 stating that Mr. Lemus's application for a visa had been cancelled because there had been no
15 response to a July 29, 2015 letter to apply for the visa within a year. The letter further stated
16 that Mr. Lemus's application could be reinstated if he established that his failure to pursue the
17 visa within the required time frame was due to circumstances beyond his control.

18 31. Ms. Lemus did not get this letter because her email address had changed.

19 32. Respondent got the letter but did not tell the Lemuses.

20 33. On August 20, 2016, the Executive Office of Immigration Review reciprocally
21 suspended Respondent from practice before the BIA, Immigration Court, and DHS for six
22 months.

23 34. Respondent did not tell the Lemuses about this suspension

1 35. In October 2016, the Lemuses decided to continue with the process even if the
2 family had to return to Guatemala.

3 36. Ms. Lemus spoke to Respondent, who said he would submit what was needed.

4 37. Respondent did not tell Ms. Lemus about his suspension by the Ninth Circuit, BIA,
5 Immigration Court, and DHS.

6 38. Ms. Lemus subsequently tried to contact Respondent, but his voice mail was full and
7 he did not respond to her emails.

8 39. Ms. Lemus called the visa center herself and learned that Mr. Lemus's application
9 had been cancelled. She was told that they had tried to contact Respondent but had not received
10 a response. She was advised to send an email with an explanation.

11 40. On December 8, 2016, the Washington Supreme Court reciprocally suspended
12 Respondent from the practice of law for six months.

13 41. Respondent did not tell the Lemuses about this suspension.

14 42. Ms. Lemus learned of it herself when she checked the WSBA website.

15 43. Respondent did not file an affidavit of compliance under ELC 14.3 after he was
16 suspended by the Washington Supreme Court.

17 44. The Lemuses have since hired new counsel, Zachary Aho, to handle the matter. To
18 date they have paid him approximately \$2,500.

19 **COUNT 3**

20 45. By failing to communicate with the NVC, resulting in the cancellation of Mr.
21 Lemus's application, Respondent violated RPC 1.3.

22 **COUNT 4**

23 46. By failing to communicate with the Lemuses about the status of Mr. Lemus's

1 application, Respondent violated RPC 1.4.

2 **COUNT 5**

3 47. By failing to advise the Lemuses of his suspension from the immigration courts
4 and/or the Washington State Bar Association, Respondent violated RPC 1.4 and/or RPC 8.4(*l*)
5 (through ELC 1.5 and ELC 14.1).

6 **COUNT 6**

7 48. By failing to file an affidavit of compliance after his suspension by the Washington
8 Supreme Court, Respondent violated RPC 8.4(*l*) (through ELC 1.5 and ELC 14.3).

9 **COUNT 7**

10 49. By retaining fees paid for work he did not perform, Respondent violated RPC 1.5(a)
11 and/or RPC 1.16(d).

12 **FACTS REGARDING COUNTS 8-14 (Barela Grievance)**

13 **Background**

14 50. Juan Barela and his wife run an organization in Woodland, Washington that provides
15 services to Latinos.

16 51. Between approximately 2012 and 2016, when Respondent was suspended, Mr.
17 Barela and his wife served as go-betweens for numerous prospective immigration clients and
18 Respondent.

19 52. Respondent regularly used Mr. Barela as a conduit for information to these clients
20 rather than communicating with the clients himself.

21 53. On one or more occasions, clients gave Mr. Barela money for Respondent.

22 54. Respondent arranged with Mr. Barela to have him deposit the funds from clients
23 directly into Respondent's general account and give him the receipts.

1 55. Respondent did not maintain a trust account.

2 56. Respondent did not maintain client ledgers to keep track of client money.

3 57. Respondent did not provide any invoices or accountings to his clients.

4 **Jeremias Barela**

5 58. Jeremias Barela (Jeremais) is Juan Barela's now-adult adopted son.

6 59. In 2014, Juan Barela and his wife hired Respondent to research how to obtain
7 citizenship for Jeremais, who had a previous citizenship application denied in 2007.

8 60. Jeremais met with Respondent twice.

9 61. Jeremais did not sign a fee agreement.

10 62. The parties dispute how much money Respondent received.

11 63. Jeremias estimates he paid Respondent approximately \$8,500 in cash in several
12 installments. Respondent states that Jeremais paid him \$4,000.

13 64. Respondent did not put the funds into a trust account.

14 65. Respondent never gave Jeremais a receipt or an accounting of fees paid.

15 66. Respondent agreed to submit a new citizenship application for Jeremais.

16 67. Respondent told Jeremais that he had filed "the case" and that they were waiting for
17 Homeland Security.

18 68. This information was false.

19 69. Respondent never filed any documents on behalf of Jeremais.

20 70. Over the years Jeremais called or texted Respondent repeatedly to obtain information
21 about his case.

22 71. Respondent never responded.

23 72. In 2016, Jeremais hired new counsel, Jonathan Gonzales, to handle his case.

1 73. Mr. Gonzales filed a DACA application on behalf of Jeremias, which was denied.

2 74. Respondent has not refunded any fees to Jeremias.

3 **Juana Silva Ortiz & Augustin Garcia Lopez**

4 75. On February 25, 2015, Ms. Ortiz and Mr. Lopez signed a power of attorney allowing
5 Mr. Barela to act on their behalf in numerous matters, including immigration matters.

6 76. In 2016, Ms. Ortiz and Mr. Lopez, through Mr. Barela, hired Respondent to file an
7 EOIB 42B (cancellation of removal) to allow them to obtain legal status to care for their
8 disabled child, who was a U.S. citizen.

9 77. Ms. Ortiz and Mr. Lopez paid Respondent \$3,000 in cash.

10 78. There was no signed fee agreement.

11 79. Respondent did not put the funds into a trust account.

12 80. Respondent never gave his clients a receipt or an accounting of fees paid.

13 81. Respondent did not file anything on behalf Ms. Ortiz and Mr. Lopez.

14 82. Mr. Barela asked Respondent for an accounting on behalf of Ms. Ortiz and Mr.
15 Lopez but Respondent did not provide one.

16 83. Respondent has not refunded any fees to Ms. Ortiz and Mr. Lopez.

17 **Jose and Fermin Ruiz de la Torre**

18 84. In 2016, brothers Jose and Fermin Ruiz de la Torre hired Respondent.

19 85. They paid him \$2,000.

20 86. There was no signed fee agreement.

21 87. Respondent did not place the funds into a trust account.

22 88. Respondent never gave his clients a receipt or an accounting of fees paid.

23 89. Respondent did no work for Jose and Fermin Ruiz de la Torre.

1 90. Respondent has not refunded any fees to Jose and Fermin Ruiz de la Torre.

2 **Salomon Calderon Martinez**

3 91. In 2012, Mr. Martinez was subject to removal because he entered the country
4 illegally. He hired Respondent after the BIA denied cancellation of removal.

5 92. The parties dispute how much money Respondent received.

6 93. Mr. Martinez's wife estimates she paid Respondent between \$7,000 and \$8,000.
7 Respondent states he was paid \$4,000.

8 94. The Martinez case was one of the cases cited by the Ninth Circuit when it suspended
9 Respondent from practice in July 2016.

10 95. As described by the Ninth Circuit, the brief Respondent filed on Mr. Martinez's
11 behalf was a recycled brief and failed to address a jurisdictional issue raised by the government.
12 He also failed to respond to the government's motion to dismiss.

13 96. In 2012, during Respondent's representation of Mr. Martinez, Mr. Martinez's
14 circumstances changed. At that point, Mr. Martinez became a strong candidate for asylum due
15 to persecution of his family in Mexico.

16 97. Mr. Martinez provided information regarding his family's persecution to
17 Respondent.

18 98. Respondent did not file an asylum petition on behalf of Mr. Martinez.

19 99. After Respondent was suspended, Mr. Martinez hired new counsel, Michael Encke.

20 100. Mr. Encke filed a motion to reopen with the BIA and an I-589 Application for
21 Asylum and for Withholding of Removal, which is pending.

22 **Wilvin Lopez**

23 101. In 2015, Mr. Lopez was 16 years old and detained in Texas because he entered

1 country illegally.

2 102. Mr. Lopez hired Respondent to represent him in immigration court proceedings,
3 which are being handled in Portland, Oregon.

4 103. Mr. Lopez paid Respondent between \$4,000 and \$5,000.

5 104. There was no signed fee agreement.

6 105. Respondent did not put the funds into a trust account.

7 106. Respondent never gave Mr. Lopez a receipt or an accounting of fees paid.

8 107. Respondent prepared an I-589 Application for Asylum and for Withholding of
9 Removal on behalf of Mr. Lopez.

10 108. The application contained numerous errors and did not provide any supporting
11 documentation.

12 109. Neither Mr. Lopez nor Respondent appeared at a hearing on July 25, 2016.

13 110. As a result, the court entered an order of removal.

14 111. After Respondent was suspended, Courtney Carter took over as counsel for Mr.
15 Lopez.

16 112. Ms. Carter filed a Motion to Reopen Mr. Lopez's case, which was granted.

17 113. Respondent has not refunded any fees to Mr. Lopez.

18 **Esvin Lopez Hernandez**

19 114. Mr. Hernandez, a minor, entered the country illegally in August 2014 and was
20 released to his mother in Longview, Washington.

21 115. Mr. Hernandez's father paid Respondent \$2,500 to represent his son in removal
22 proceedings.

23 116. There was no signed fee agreement.

- 1 117. Respondent did not put the funds into a trust account.
- 2 118. Respondent never gave his client a receipt or an accounting of fees paid.
- 3 119. Respondent missed a mandatory court appearance on September 22, 2016, which
4 was after he was suspended by the EOIR.
- 5 120. Respondent did not notify Mr. Hernandez of his suspension.
- 6 121. Respondent did no work for Mr. Hernandez.
- 7 122. Respondent has not refunded any fees to Mr. Hernandez or his father.

8 **Abel Ramirez Lita Rosales**

- 9 123. Mr. Rosales was in removal proceedings but was released on bond in August
10 2014.
- 11 124. Mr. Rosales hired Respondent to represent him.
- 12 125. Mr. Rosales paid Respondent to represent him but the amount is unknown.
- 13 126. There is no signed fee agreement.
- 14 127. Respondent did not put the funds into a trust account.
- 15 128. Respondent never gave his client a receipt or an accounting of fees paid.
- 16 129. Respondent did not notify Mr. Rosales of his suspension.
- 17 130. Respondent has not refunded any fees to Mr. Rosales.

18 **COUNT 8**

- 19 131. By failing to maintain advance fees in a trust account absent a signed fee
20 agreement that complied with RPC 1.5(f) for some or all of the clients referenced in ¶¶ 50-130
21 above, Respondent violated RPC 1.15A(c).

22 **COUNT 9**

- 23 132. By failing to provide some or all of the clients referenced in ¶¶ 50-130 above

1 with information about funds received, time spent, and/or the fees earned, Respondent violated
2 RPC 1.4.

3 **COUNT 10**

4 133. By failing to notify some or all of the clients referenced in ¶¶ 50-130 above
5 when their funds were received and disbursed, Respondent violated RPC 1.15A(d) and/or RPC
6 1.15A(e).

7 **COUNT 11**

8 134. By failing to act with reasonable diligence and promptness in representing one
9 or more of the clients referenced in ¶¶ 50-130 above, Respondent violated RPC 1.3.

10 **COUNT 12**

11 135. By failing to keep one or more of the clients referenced in ¶¶ 50-130 above
12 reasonably informed about the status of their matters and/or by failing to respond to reasonable
13 requests for information, Respondent violated RPC 1.4.

14 **COUNT 13**

15 136. By failing to advise one or more of the clients referenced in ¶¶ 50-130 above
16 about his suspension, Respondent violated RPC 8.4(l) (through ELC 1.5 and ELC 14.1).

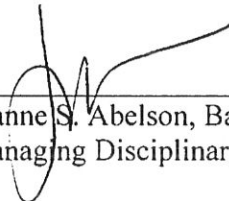
17 **COUNT 14**

18 137. By retaining fees paid by one or more of the clients referenced in ¶¶ 50-130
19 above without commencing and/or completing the work they hired him to perform, Respondent
20 violated RPC 1.5(a) and/or 1.16(d).

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

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Dated this 16 day of January 2018.



Joanne S. Abelson, Bar No. 24877
Managing Disciplinary Counsel