

FILED
SEP 23 2016
DISCIPLINARY
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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re
CECILIA K. CERVANTES,
Lawyer (Bar No. 18750).

Proceeding No. 15#00030
RESIGNATION FORM OF CECILIA K.
CERVANTES (E.L.C 9.3(b))

I Cecilia Cervantes, being duly sworn, hereby attests to the following:

1. I am over the age of eighteen years and am competent. I make the statements in this affidavit from personal knowledge.
2. I was admitted to practice law in the State of Washington on June 30, 1989.
3. I was served with a Formal Complaint and Notice to Answer in this matter on or about June 16, 2016.
4. After consultation with my counsel, I have voluntarily decided to resign from the Washington State Bar Association (the Association) in Lieu of Discipline under Rule 9.3 of the Rules for Enforcement of Lawyer Conduct (E.L.C).
5. Attached hereto as Exhibit A is the Amended Formal Complaint for purposes of

DM

1 ELC 9.3(b). I am aware of the alleged misconduct stated in the Amended Formal Complaint.
2 but, rather than defend against the allegations, I wish to permanently resign from membership in
3 the Association.

4 6. I have agreed to the entry of a confession of judgment for \$1,000 to cover
5 expenses. I agree to pay any additional costs or restitution that may be ordered by a Review
6 Committee under ELC 9.3(g).

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

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

15 9. I agree to (a) notify all other states and jurisdictions in which I am admitted,
16 including the United State Bankruptcy Court, Eastern District of Washington, of this resignation
17 in lieu of discipline; (b) seek to resign permanently from the practice of law in the United States
18 District Court for the Eastern District of Washington; and (c) provide disciplinary counsel with
19 copies of this notification and any response(s). I acknowledge that this resignation could be
20 treated as a disbarment by all other jurisdictions but that any such treatment of this resignation
21 will be governed by individual state bars.

22 10. I agree to (a) notify all other professional licensing agencies in any jurisdiction
23 from which I have a professional license that is predicated on my admission to practice law of

1 this resignation in lieu of discipline; (b) seek to resign permanently from any such license; and
2 (c) provide disciplinary counsel with copies of any of these notifications and any responses.

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

6 12. I understand that my resignation becomes effective on disciplinary counsel's
7 endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) disciplinary
8 counsel must do so promptly following receipt of this document and payment of costs and
9 expenses.

10 13. Upon filing of my resignation, I agree to comply with the duties enumerated in
11 ELC 14.1 through ELC 14.4. I am shutting down my law practice and complying with ELC
12 ELC 9.3(d) and ELC 14.2(a).

13 14. I understand that, after my resignation becomes effective, it is permanent. I will
14 never be eligible to apply and will not be considered for admission or reinstatement to the
15 practice of law in Washington nor will I be eligible for admission for any limited practice of law
16 in Washington except as noted in Paragraph 9 herecin.

17 15. I certify under penalty of perjury under the laws of the State of Washington that
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1 the foregoing is true and correct.

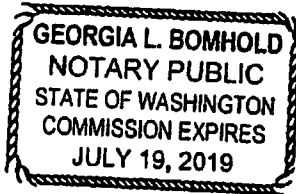
2 9/16/16 Ephrata

3 Date and Place



Cecilia K. Cervantes, Bar No.
18750

7 SUBSCRIBED AND SWORN to before me this 16th day of September, 2016.



8 Georgia L. Bomhold

9 NOTARY PUBLIC for the state of

Washington, residing at Ephrata

10 My commission expires: 7/19/19

11 ENDORSED BY:

12 Jonathan Burke

13 Jonathan Burke, Disciplinary Counsel

Bar No. 20910

FILED
JUN 16 2016
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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

CECILIA K. CERVANTES,
Lawyer (Bar No. 18750).

Proceeding No. 15#00030

AMENDED FORMAL COMPLAINT

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

ADMISSION TO PRACTICE

1. Respondent Cecilia K. Cervantes was admitted to the practice of law in the State of Washington on June 30, 1989.

FACTS REGARDING COUNTS 1 THROUGH 6 AND COUNT 11 (Wilhalm)

2. In 1999, Respondent was hired by then 84-year old Lawrence Wilhalm (Wilhalm) to provide estate planning services.

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1 3. During all material times, Wilhalm lived in Ephrata, Washington in Grant County.

2 4. During all material times, Wilhalm maintained a joint checking account with his
3 ex-wife, Esther Kirby (Kirby).

4 5. Although Wilhalm divorced Kirby in 1993, they remained close friends until his
5 January 13, 2011 death. Until he died, Wilhalm voluntarily paid Kirby approximately \$275 per
6 month.

7 6. In 1999, Respondent began an attorney-client relationship with Wilhalm when she
8 prepared and had Wilhalm execute a will (First Will) naming Kirby as personal representative
9 and Respondent as alternative personal representative. The First Will included specific gifts to
10 Wilhalm's blood relatives and gifted the remainder of the estate to Saint Rose of Lima Catholic
11 School in Ephrata, Washington.

12 7. In 1999, Respondent prepared and had Wilhalm execute a durable power of
13 attorney (First POA) naming Kirby as attorney-in-fact and Respondent as alternate attorney-in-
14 fact.

15 8. Respondent did not obtain written informed consent regarding any potential
16 conflicts of interest relating to her role as the alternate personal representative and alternate
17 attorney-in-fact in the First Will and the First POA.

18 9. Between 1999 and Wilhalm's death on January 13, 2011, Respondent represented
19 Wilhalm in a number of legal matters.

20 10. From October 2004 through 2010, Wilhalm issued checks to and/or for the benefit
21 of Respondent and her family totaling approximately \$40,000. Many of these funds were used
22 to pay the expenses of Respondent's daughter, Julia Cervantes (Julia).

23 11. During all material times during the period from 2004 through 2010, Respondent

1 was never related to Respondent.

2 12. By early 2007, Wilhalm's payments to and/or for the benefit of Respondent and
3 her family resulted in Wilhalm's experiencing financial difficulty.

4 13. Respondent did not obtain informed consent in writing regarding any potential
5 conflicts of interests relating to any of the payments Wilhalm made to or for the benefit of
6 Respondent and her family.

7 14. On January 27, 2007, Wilhalm and Respondent signed a credit card application for
8 a credit line of \$6,000 for Wilhalm.

9 15. Wilhalm used the credit card to borrow \$5,500 and issued a check to Respondent
10 to pay living expenses for Respondent's mother, Juanita Rice (Rice).

11 16. Wilhalm's payment of Rice's living expenses had a substantial negative impact on
12 Wilhalm's financial circumstances.

13 17. By February 15, 2007, Wilhalm's bank account had a zero balance.

14 18. During the period from 2004 through 2007, Wilhalm paid approximately \$7,000 in
15 bills related to the care of Respondent's dog.

16 19. During all material times, Respondent did not obtain informed consent confirmed
17 in writing regarding any conflicts of interest relating to Wilhalm's payments and/or gifts to
18 Respondent and/or her relatives.

19 20. On August 3, 2010, Respondent drafted and had Wilhalm execute a new durable
20 power of attorney (Second POA) making Respondent Wilhalm's attorney-in-fact and her legal
21 assistant Georgia Bomhold (Bomhold) the alternate attorney-in-fact.

22 21. At the time Respondent prepared and had Wilhalm execute the Second POA,
23 Respondent knew that her preparation of the Second POA created a potential conflict of interest

1 with her client Wilhalm, but she did so anyway.

2 22. Respondent did not disclose the conflict of interest related to the Second POA and
3 did not obtain informed consent confirmed in writing from Wilhalm.

4 23. On November 4, 2010, Wilhalm was seriously injured in an automobile accident.

5 24. After the accident, Respondent asserted her control as Wilhalm's attorney-in-fact
6 and caused friction with Wilhalm's relatives, friends, and the staff at the care facility where
7 Wilhalm resided prior to his death on January 13, 2011.

8 25. On or about January 13, 2011, Respondent received a telephone message
9 informing her that Wilhalm died.

10 26. On January 14, 2011, at Respondent's direction, Bomhold transferred \$3,000 from
11 Wilhalm's bank account into Respondent's trust account leaving Wilhalm's joint account with a
12 balance of approximately \$338.

13 27. At the time of the \$3,000 transfer, Respondent knew that the \$3,000 belonged to
14 Kirby, who was listed on Wilhalm's joint account.

15 28. At the time of the \$3,000 transfer, Respondent knew that she had no legal authority
16 to make the transfer.

17 29. At the time of the transfer, Respondent knew that Kirby was listed as Wilhalm's
18 personal representative in the First Will.

19 30. Respondent caused the transfer of the \$3,000 with intent to deprive Kirby of those
20 funds.

21 31. When Respondent subsequently provided an accounting to the attorney for the
22 personal representative of Wilhalm's estate, Respondent knowingly provided documentation
23 falsely reflecting that the transfer occurred on January 12, 2011, to conceal that the actual date

1 of the transfer occurred after Wilhalm's death.

2 32. Respondent never returned the \$3,000 to Kirby.

3 33. After Wilhalm's death, Respondent continued to cause the transfer of funds that
4 were automatically deposited into Wilhalm's joint bank account into Respondent's IOLTA
5 account.

6 34. At the time, Respondent knew that she had no legal authority to cause transfers
7 from Wilhalm's account into her IOLTA account.

8 35. After Wilhalm died, there was a dispute between Respondent and Wilhalm's
9 relatives regarding the funeral home where his remains would be taken.

10 36. Respondent first attempted to assert to the hospital that she had authority over the
11 Wilhalm's remains under the Second POA. Respondent knew or should have known that the
12 Second POA expired upon Wilhalm's death.

13 37. On January 18, 2011, Respondent faxed a letter to Deaconess Hospital containing
14 the following statement:

15 I have attached a legal document signed by Lawrence Wilhalm, pursuant to our
16 telephone conversation today, and our contact with Charlotte in your Attorney's
17 office. This document confirms that release of Mr. Wilhalm's remains should
18 be disseminated or disclosed to any third parties.

18 38. Respondent attached to her January 18, 2011 letter a copy of a first page of a Will
19 purported to be executed by Wilhalm (Purported Second Will). The first page of the Purported
20 Second Will was identical to the first page of the First Will except that the name "CECILIA
21 CERVANTES" replaced Kirby's name as the personal representative.

22 39. Respondent knew that the Purported Second Will that was faxed to Deaconess
23 Hospital was not authentic and had been forged and/or altered.

1 40. After faxing the Purported Second Will to Deaconess Hospital, Respondent caused
2 all copies and/or records of the Purported Second Will to be lost, concealed, and/or destroyed.

3 41. Respondent falsely testified at a deposition that the Purported Second Will was
4 not maintained on her computer hard drives because the computer hard drives in her office had
5 "faded."

6 42. On January 21, 2011, Brian Rekofke (Rekofke), the attorney representing Deaconess
7 Hospital, wrote a letter to Respondent agreeing with her demand to release Wilhalm's remains
8 to Telford's Funeral Home based upon, among other things, the representation in the Purported
9 Second Will that Respondent was Wilhalm's personal representative.

10 43. Respondent provided Rekofke's letter to Telford's Funeral Home to prove she was
11 authorized to deal with Wilhalm's remains. Respondent knew she did not have legal authority
12 to deal with Wilhalm's remains and that Rekofke's letter was based on the fabricated
13 unexecuted Purported Second Will that Respondent faxed to Rekofke.

14 44. Respondent hired lawyer Andrew Heinz (Heinz) to probate Wilhalm's estate in
15 Yakima County, Washington, using her authority in the First Will as alternate personal
16 representative.

17 45. Respondent did not obtain a declination from personal representative Kirby before
18 Respondent asserted that she was the personal representative of Wilhalm's estate.

19 46. When Respondent was asked about Kirby, who was listed as personal representative
20 in the First Will, Respondent falsely informed Heinz that Kirby could not be contacted, located,
21 and/or was unable and/or unwilling to act as personal representative of Wilhalm's estate.

22 47. On February 9, 2011, Heinz filed the First Will in Yakima County.

23 48. On April 11, 2011, Respondent, through lawyer and personal friend George Staeheli

1 attempted to obtain Wilhalm's medical records using the lapsed Second POA as authorization
2 for release.

3 49. Respondent knew that the Second POA lapsed upon Wilhalm's death and that it was
4 improper for her to use the lapsed Second POA to obtain Wilhalm's medical records.

5 50. On April 27, 2011, a lawyer at Heinz's firm looked up Kirby's telephone number
6 and called her. This was the first time Kirby had heard about her designation as personal
7 representative of Wilhalm's estate.

8 51. Heinz declined to further represent Respondent in the probate of Wilhalm's estate.

9 52. After Kirby learned that she was the personal representative of Wilhalm's estate, she
10 hired lawyer Rian Allred (Allred) to represent her as the attorney for the personal representative
11 and/or Wilhalm's estate.

12 53. Allred commenced probate proceedings for Wilhalm in Grant County where
13 Wilhalm had resided.

14 54. After the probate proceedings were commenced, Respondent engaged in a campaign
15 to have Kirby removed as personal representative of Wilhalm's estate and have Respondent
16 and/or Bomhold appointed as personal representative of the Wilhalm's estate through the use of
17 false and deceitful statements.

18 55. On May 13, 2011, Respondent sent a letter to Reverend Siler (Siler) regarding
19 Wilhalm's gift to Saint Rose, the only beneficiary of Wilhalm's estate, with copies to Robert
20 Shirey (Shirey) and Marcus Fry (Fry), the lawyers representing the Diocese.

21 56. Respondent's letter urged the Diocese to immediately object to Kirby's appointment
22 as personal representative to the Wilhalm Estate, claiming that Kirby was "incompetent" and
23 "intended to delegate her authority to her daughter whose intention is to deplete the estate."

1 57. Respondent's letter falsely also claimed that Kirby "financially exploited Lawrence
2 Wilhalm prior to his death, and these facts would be established readily at a hearing."

3 58. Respondent's letter further stated that "I am willing to take on this task [of acting as
4 Personal Representative] as I have been handling [Wilhalm's] financial affairs for several
5 years."

6 59. On May 16, 2011, Respondent sent another letter to Siler, Shirey, and Fry, falsely
7 alleging that Kirby was "removing uninventoried personal property" from Wilhalm's residence
8 and urging the Diocese to file an objection to Kirby "to prevent further theft of Estate property."

9 60. On February 8, 2012, Respondent sent a letter to Shirey and Siler falsely claiming
10 that "it appears that the estate assets shall be directed to the Mormon Church, of which the
11 Personal Representative and her Attorney are prominent members."

12 61. At the time, Respondent knew that Kirby was not a Mormon and had no factual basis
13 to assert that Kirby was Mormon.

14 62. Respondent's efforts to have Kirby removed as personal representative of Wilhalm's
15 estate were unsuccessful.

16 63. Throughout ODC's investigation, Respondent has engaged in dishonest conduct to
17 conceal her ethical misconduct by providing false testimony and providing fabricated and/or
18 altered documents.

19 64. For example, Respondent tried to conceal the letters she sent to Shirey by falsely
20 claiming that her letters to Shirey are covered by the attorney-client privilege when Respondent
21 knew that she had no factual basis to make such a claim.

22 65. During the investigation of this matter, Respondent produced two letters, dated
23 January 10, 2011, and January 16, 2011, that she claimed were sent to Kirby. Respondent knew

1 that these letters were fabricated and never sent to Kirby.

2 66. Respondent falsely testified and provided declarations and other documentation
3 falsely reflecting that she and Bomhold repeatedly telephoned Kirby from mid-November, 2010
4 through April 2011 in an effort to inform Kirby that she was the personal representative of
5 Wilhalm's estate.

6 67. Respondent knows that she and Bomhold did not make any actual and/or good faith
7 effort to contact Kirby during the period from mid-November, 2010 through April 2011.

8 68. At her June 19, 2014 deposition, Respondent falsely testified that she orally
9 informed Petrick and Rekofke that the Purported Second Will she sent to them was not
10 authentic.

11 **FACTS REGARDING COUNTS 7 THROUGH 12 [Hobbs]**

12 69. During all material times, Respondent's law practice focused on, among other
13 things, representing consumer debtors in bankruptcy.

14 70. On July 19, 2007, Respondent met with Kelly Hobbs and Frederick Hobbs (the
15 Hobbses), to discuss their financial problems.

16 71. At that meeting, Respondent recommended that the Hobbses file a chapter 13
17 bankruptcy.

18 72. At the time of the meeting, Respondent had insufficient information about the
19 Hobbses' financial condition to make a recommendation to file Chapter 13 bankruptcy.

20 73. On July 19, 2007, the Hobbses paid Respondent \$560, representing an \$80
21 payment for the initial consultation and the payment of \$480 in advance fees.

22 74. On July 20, 2007, the Hobbses signed a fee agreement [First Fee Agreement].

23 75. Under the terms of the First Fee Agreement, Respondent charged an hourly rate of

1 | \$160.

2 | 76. On July 26, 2007, Respondent sent a letter to the Hobbsses again recommending
3 | that they hire her to file a Chapter 13 bankruptcy and file an adversary action to "strip" the
4 | second mortgage.

5 | 77. As of July 26, 2007, Respondent did not have sufficient information to ascertain
6 | whether the Hobbsses should file a chapter 13 bankruptcy. Respondent's recommendation to
7 | file a chapter 13 bankruptcy was motivated by Respondent's own financial interests.

8 | 78. On July 26, 2007, Respondent sent the Hobbsses a new fee agreement [Second Fee
9 | Agreement]. The Second Fee Agreement required the Hobbsses to pay her \$3,000 in advance
10 | fees and costs to file the chapter 13 bankruptcy and attend the 341 meeting of creditors (341
11 | meeting).

12 | 79. The \$3,000 in advance fees and costs was comprised of \$2,426 in "estimated"
13 | advance fees billed on an hourly basis, a \$274 filing fee, and \$300 in advance costs.

14 | 80. At her June 18, 2014 deposition, Respondent falsely testified that the \$2,426 was a
15 | flat fee.

16 | 81. On August 8, 2007, the Hobbsses signed and returned the Second Fee Agreement.

17 | 82. Respondent's Second Fee Agreement reflected that staff members would assist in
18 | completing the bankruptcy "worksheets" at the rate of \$50 an hour and that Respondent would
19 | "review all the documents before filing."

20 | 83. Respondent advised the Hobbsses to stop paying their automobile loans until after
21 | bankruptcy was filed and advised them to use that money to pay advance fees and costs to
22 | Respondent for the bankruptcy, which the Hobbsses did.

23 | 84. On September 17, 2007, Kelly's automobile was repossessed for failure to make a

1 | timely payment.

2 | 85. Respondent's advice to the Hobbsses to stop making automobile payments resulted
3 | in the repossession of their automobile.

4 | 86. During the investigation of the Hobbsses' grievance, Respondent produced a client
5 | file to ODC containing two purported letters to the Hobbsses, dated August 6, 2007 and August
6 | 17, 2007, reflecting that Respondent advised the Hobbsses to make automobile payments. These
7 | letters were fabricated. These letters were never actually sent to the Hobbsses.

8 | 87. On September 21, 2007, Respondent's paralegal, Bomhold completed the Means
9 | Test for the Hobbsses' bankruptcy, and informed them that they should file a chapter 7
10 | bankruptcy instead of a chapter 13 bankruptcy.

11 | 88. At Respondent's recommendation, the Hobbsses decided to file a chapter 7
12 | bankruptcy.

13 | 89. Prior to filing the Hobbsses' bankruptcy, Respondent had received a total of \$3,560
14 | from the Hobbsses (\$560 paid in connection with the First Fee Agreement plus \$3,000 paid in
15 | connection with the Second Fee Agreement) and those funds had been already been applied to
16 | pay Respondent's fees and costs.

17 | 90. Respondent signed a Disclosure of Compensation and Statement of Financial
18 | Affairs for filing with the bankruptcy court falsely reflecting that the Hobbsses paid her a total of
19 | \$950, knowing that the Hobbsses actually paid her \$3,560.

20 | 91. On September 23, 2007, Respondent caused the Hobbsses' chapter 7 bankruptcy to
21 | be filed. At that time, Respondent filed the Disclosure of Compensation that was certified by
22 | Respondent.

23 | 92. The Disclosure of Compensation certified by Respondent contained false and

1 | deceitful information regarding the fees charged and paid by the Hobbsses, including that
2 | Respondent agreed to accept \$950 for all services rendered in connection with the bankruptcy;
3 | that Respondent received \$950 at the time of the bankruptcy; and that Respondent's fee
4 | agreement for \$950 covered all aspects of the bankruptcy case including representation at the
5 | 341 meeting.

6 | 93. There was never an agreement to accept \$950 for the Chapter 7 bankruptcy.

7 | 94. At the time the Hobbsses' bankruptcy was filed, Respondent received \$3,560 from
8 | the Hobbsses in connection with the bankruptcy.

9 | 95. As of September 23, 2007, Respondent had charged the Hobbsses \$3,829.31 in fees
10 | and costs on an hourly basis.

11 | 96. When the Hobbsses' bankruptcy was filed, Respondent did not provide them with a
12 | copy of the Disclosure of Compensation or the page from the Statement of Financial Affairs that
13 | was also filed in the Hobbsses' bankruptcy reflecting that Respondent had been paid \$950 for the
14 | bankruptcy.

15 | 97. Within three days of filing the bankruptcy, Respondent threatened to withdraw
16 | from completing the Hobbsses bankruptcy unless the Hobbsses paid her an additional \$500
17 | nonrefundable retainer earned upon receipt.

18 | 98. On September 26, 2007, Respondent sent the Hobbsses a new fee agreement [Third
19 | Fee Agreement] containing the requirement to pay a \$500 nonrefundable retainer earned upon
20 | receipt, and to pay Respondent at a higher hourly rate to complete their bankruptcy

21 | 99. Respondent's Third Fee Agreement was unreasonably excessive and did not advise
22 | the Hobbsses to confer with independent counsel.

23 | 100. Respondent sent the Hobbsses a billing statement along with the September 26,

1 | 2007 letter with charges totaling \$4,447.97, and a balance due of \$1,447.97.

2 | 101. Respondent's billing statement(s) to the Hobbsses included unreasonable, inflated,
3 | and/or excessive fees and costs.

4 | 102. Respondent charged the Hobbsses excessive costs, including charging \$3.00 per
5 | page for sending and receiving faxes.

6 | 103. At the time Respondent charged these fees, Respondent had been warned by the
7 | Chapter 13 trustee in another bankruptcy case that the \$3.00 per page rate was excessive.

8 | 104. Respondent charged the Hobbsses an unreasonable and excessive charge of \$53 for
9 | preparing a standard fee agreement and filling in the blanks of the agreement.

10 | 105. Respondent unreasonably charged the Hobbsses at her \$160 billing rate for
11 | secretarial tasks, including imputing data from the Hobbsses' handwritten bankruptcy schedules
12 | into the final bankruptcy schedules.

13 | 106. Respondent unreasonably charged over 5 hours of attorney time for preparing the
14 | bankruptcy schedules and 2.75 hours of attorney time to convert the schedules from Chapter 13
15 | to Chapter 7.

16 | 107. Respondent unreasonably charged the Hobbsses .75 hours at her rate for a meeting
17 | the Hobbsses had with Bomhold that Respondent did not attend.

18 | 108. Respondent charged her hourly rate for revising the Means Test, which was
19 | performed by Bomhold.

20 | 109. Respondent charged unreasonable excessive fees when she charged the Hobbsses
21 | over 3 hours for drafting an incomplete complaint to strip the second mortgage.

22 | 110. Respondent's complaint to strip the second mortgage was unnecessary and
23 | wasteful because the Hobbsses filed a chapter 7 and the lien stripping statute does not apply to

1 chapter 7 bankruptcies.

2 111. After Respondent demanded more fees, the Hobbsses asked Respondent to provide
3 more information about the fees charged.

4 112. On October 4, 2007, Respondent sent a letter to the Hobbsses declining to provide
5 more information, stating that the bill was "self-explanatory."

6 113. On October 11, 2007, the Hobbsses terminated Respondent. They hired lawyer
7 Charles Steinberg to represent them in the chapter 7 bankruptcy.

8 114. The Means Test filed by Respondent in the Hobbsses' bankruptcy contained so
9 many significant errors that the US Trustee filed a motion to dismiss the Hobbsses' bankruptcy
10 for abuse.

11 115. Steinberg made the appropriate corrections and the motion was withdrawn, but it
12 cost a substantial amount of fees to remedy Respondent's errors.

13 **COUNT 1**

14 116. Respondent violated RPC 1.7 and/or RPC 1.8(a) by naming herself as alternate
15 personal representative in the First Will, alternate attorney-in-fact in the First POA, personal
16 representative in the Purported Second Will, and/or attorney-in-fact in the Second POA, all
17 without obtaining informed consent from the client confirmed in writing.

18 **COUNT 2**

19 117. Respondent violated RPC 1.7, and/or former RPC 1.7 by causing Wilhalm to
20 transfer funds to Respondent, Respondent's family, and/or Respondent's creditors without
21 obtaining Wilhalm's informed consent.

22 **COUNT 3**

23 118. Respondent violated RPC 8.4(b) by violating the forgery statute (RCW 9A.60.020)

1 by presenting the Purported Second Will as a true written instrument when Respondent knew it
2 was never executed and was not authentic.

3 **COUNT 4**

4 119. Respondent violated RPC 8.4(b) through violations of the theft statute (RCW
5 9A.56.20) and the possession of stolen property statute (RCW 9A.56.140) when she caused the
6 removal of \$3,000 belonging to Kirby from Wilhalm's joint account and/or by not returning the
7 \$3,000 belonging to Kirby,

8 **COUNT 5**

9 120. Respondent violated RPC 8.4(c), and/or RPC 8.4(d), and/or RPC 8.1(a), and/or
10 RPC 8.1(b) by (1) using the altered Purported Second Will to obtain control of Wilhalm's
11 remains; and/or (2) using documents (e.g. Purported Second Will and Letter from Rekofke) to
12 pursue the role of personal representative of Wilhalm's estate, and/or (3) making false and
13 deceptive statements about Kirby and/or Allred in letters to Siler, Shirey, and/or Fry, and/or (4)
14 making false statements claiming that Shirey represented her, and/or (5) falsely testifying that
15 she told Petrick and Rekofke that the Purported Second Will was not authentic, and/or (6)
16 providing ODC with documents that were fabricated, including the letters purportedly sent to
17 Kirby and the notes of telephone calls to Kirby, and/or (7) providing declarations to ODC
18 containing false and deceptive statements about Kirby.

19 **COUNT 6**

20 121. Respondent violated RPC 8.4(l) and/or ELC 1.5 and/or ELC 5.5(f) and (h) by
21 failing to fully cooperate with ODC investigation and not producing records and documents
22 requested by ODC, including the original Purported Second Will and billing records.

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COUNT 7

122. Respondent violated RPC 8.4(b) by violating 18 USC § 152(2), (3), and/or (6) (bankruptcy crimes), and/or RPC 8.4(c), and/or RPC 4.1, and/or RPC 3.3(a), and/or RPC 3.4(c) (by violating 11 USC § 329 and BR 2016) by filing the Statement of Financial Affairs and the Disclosure of Compensation in the Hobbses' bankruptcy containing false and deceptive information regarding Respondent's fees, and/or by attempting to obtain \$500 as a condition to continue to represent the Hobbses,

COUNT 8

123. Respondent violated RPC 1.5(a) and/or RPC 8.4(c) by charging the Hobbses unreasonable fees, and/or by charging unreasonable costs, and/or by charging her hourly lawyer rate for services actually provided by legal assistant Bomhold,

COUNT 9

124. Respondent violated RPC 8.4(a), and/or RPC 1.8(a), and/or RPC 1.5(a), and/or RPC 8.4(c), and/or RPC 8.4(d) by modifying the terms of the prior fee agreements and requiring the Hobbses to pay her a nonrefundable retainer as a condition to attend the 341 meeting.

COUNT 10

125. Respondent violated RPC 8.1(b), and/or RPC 8.4(c), and/or RPC 8.4(d), and/or RPC 8.1(b) by providing ODC with fabricated letters about car payments addressed to the Hobbses, and/or by falsely testifying about these letters at her deposition.

COUNT 11

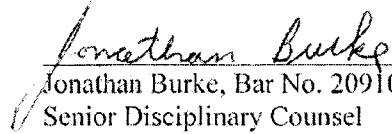
126. Respondent violated RPC 5.3(a), (b), and/or (c) by failing to ensure that Bomhold complied with her ethical duties and/or by ratifying Bomhold's ethical misconduct.

COUNT 12

1
2 127. Respondent's conduct in the preceding paragraphs, paragraphs 2 through 126,
3 constitutes conduct demonstrating unfitness to practice law in violation of RPC 8.4(n).

4
5 THEREFORE, Disciplinary Counsel requests that a hearing be held under the Rules for
6 Enforcement of Lawyer Conduct. Possible dispositions include disciplinary action, probation,
7 restitution, and assessment of the costs and expenses of these proceedings.

8 Dated this 16th day of June, 2016.

9
10 
11 Jonathan Burke, Bar No. 20910
Senior Disciplinary Counsel