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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re
DANIEL FREDERICK QUICK,
Lawyer (Bar No. 26064).

Proceeding No. 17#00011
RESIGNATION FORM OF DANIEL F.
QUICK (ELC 9.3(b))

I, Daniel Quick, 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 October 22, 1996.
- 3. I was served with a Formal Complaint and Notice to Answer in this matter on May 18, 2017.
- 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 Rules for Enforcement of Lawyer Conduct (ELC).
- 5. Attached hereto as Exhibit A is a copy of the Formal Complaint filed in this

Resignation Form
(ELC 9.3(b))
Page 1

OFFICE OF DISCIPLINARY COUNSEL
OF THE WASHINGTON STATE BAR ASSOCIATION
1325 4th Avenue, Suite 600
Seattle, WA 98101-2539
(206) 727-8207

eu

1 proceeding containing alleged misconduct for purposes of ELC 9.3(b). I am aware of the
2 alleged misconduct stated in disciplinary counsel's statement but, rather than defend against the
3 allegations, I wish to permanently resign from membership in the Association.

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

6 7. I am currently in a Chapter 13 bankruptcy and understand disciplinary counsel
7 cannot assess pre-bankruptcy debts due to the automatic stay that is currently in effect. I agree
8 to pay restitution of the following debts to the following parties, which were filed as claims in
9 my bankruptcy as follows: (a) if my bankruptcy is dismissed without a discharge of debts, or (b)
10 if my bankruptcy is not dismissed, to the extent that these debts are not paid and/or satisfied
11 during my bankruptcy and the debts not discharged under the Bankruptcy Code (11 U.S.C. §
12 101 *et seq.*): (1) \$165,679.79 to the Estate of Keiko Decker. (2) \$14,001.83 to lawyer Tarl
13 Oliason. (3) \$61,783.45 to the Special Needs Trust of Hue L.e. (4) \$5,520.28 to the Trust of
14 Allan Fulmer, and (5) \$31,124.49 to Jane Kamada.

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

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

1 10. I agree to (a) notify all other states and jurisdictions in which I am admitted,
2 including any federal district court and/or federal appellate court where I am admitted, of this
3 resignation in lieu of discipline; (b) seek to resign permanently from the practice of law in any
4 federal district court and/or federal appellate court where I am admitted; and (c) provide
5 disciplinary counsel with copies of this notification and any response(s). I acknowledge that
6 this resignation could be treated as a disbarment by all other jurisdictions.

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

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

14 13. I understand that my resignation becomes effective on disciplinary counsel's
15 endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) disciplinary
16 counsel must do so promptly following receipt of this document and payment of costs and
17 expenses.

18 14. When my resignation becomes effective, I agree to be subject to all restrictions that
19 apply to a disbarred lawyer.

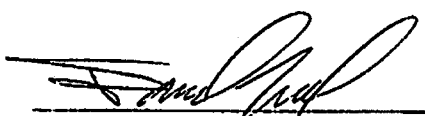
20 15. Upon filing of my resignation, I agree to comply with the same duties as a
21 disbarred lawyer under ELC 14.1 through ELC 14.4.

22 16. I understand that, after my resignation becomes effective, it is permanent. I will
23

1 never be eligible to apply and will not be considered for admission or reinstatement to the
2 practice of law nor will I be eligible for admission for any limited practice of law.

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

5 9/18/17 Seattle, WA
6 Date and Place


Daniel F. Quick, Bar No. 26064

7 ENDORSED BY:
8 Jonathan Burke
9 Jonathan Burke, Disciplinary Counsel
Bar No. 20910

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MAY 10 2017
DISCIPLINARY
BOARD

EXHIBIT
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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re
DANIEL FREDERICK QUICK,
Lawyer (Bar No. 26064).
Proceeding No. 17#00011
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 Daniel Frederick Quick was admitted to the practice of law in the State of Washington on October 22, 1996.

FACTS REGARDING DR MATTER (COUNTS 1-6)¹

2. Prior to December 2009, Respondent represented DR in legal matters.

¹ Count 31 applies to all counts in the complaint)

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1 3. During all material times during and after December 2009, Respondent knew or
2 had reason to know that DR suffered from dementia.

3 4. On or about December 9, 2009, DR hired Respondent to provide estate planning
4 services.

5 5. Respondent set up DR's estate plan so that Respondent had control of DR's assets
6 with no supervision or review of his handling of DR's matters or the fees he charged for
7 services.

8 6. Respondent prepared a durable power of attorney (DR DPOA) designating himself
9 as DR's attorney-in-fact.

10 7. DR executed the DR DPOA prepared by Respondent.

11 8. The DR DPOA provided Respondent with "all powers of an absolute owner over
12 the assets and liabilities of the principal [DR]."

13 9. The DR DPOA stated that it was intended to obviate the need for a guardianship,
14 and designated Respondent as guardian if one were sought.

15 10. The DR DPOA authorized Respondent to use DR's funds to "advance all
16 reasonable and desirable expenses."

17 11. The DR DPOA contained an indemnity provision to "hold harmless and indemnify
18 the attorney-in-fact from all liability for acts done in good faith and not in fraud of the
19 principal."

20 12. Respondent did not have a written fee agreement detailing his billing rate for
21 providing non-legal services to DR.

22 13. Respondent also prepared DR's Last Will and Testament (DR's Will) designating
23 himself as "sole Personal Representative" of DR's estate "without intervention of any court."

1 DR executed DR's Will.

2 14. At the time Respondent set up DR's estate plan, Respondent knew that there were
3 conflicts of interest and/or potential conflicts of interest because Respondent made himself
4 attorney-in-fact and/or personal representative while simultaneously representing DR as her
5 estate lawyer.

6 15. Respondent knew about the conflicts of interest and/or potential conflicts of
7 interest at the time he prepared the DR DPOA and/or the DR Will.

8 16. Respondent never obtained informed consent in writing from DR regarding any
9 conflicts of interest relating to the DR DPOA and/or the DR Will.

10 17. Respondent never advised DR in writing of the desirability of seeking independent
11 counsel regarding the DR DPOA and/or the DR Will.

12 18. Respondent was DR's attorney-in-fact under the DR DPOA from approximately
13 December 9, 2009 until September 9, 2015.

14 19. On or about September 9, 2015, the court removed Respondent as DR's attorney-
15 in-fact in guardianship proceedings filed by the Washington State Department of Social and
16 Health Services (DSHS).

17 20. During the period Respondent functioned as attorney-in-fact and/or attorney for
18 DR, Respondent handled all of DR's finances and/or controlled DR's bank accounts.

19 21. In or about August 2013, Respondent assisted in moving DR to the Twilight Adult
20 Family Homes (Twilight), an adult family home facility owned and operated by Anil Bagai
21 (Bagai).

22 22. During the period Respondent acted as DR's attorney-in-fact, he charged and paid
23 himself approximately \$226,000 out of DR's funds for services provided to DR.

1 23. Respondent knowingly charged DR unreasonable fees resulting in serious actual
2 and/or potential injury to DR.

3 24. Respondent unreasonably charged DR for non-legal services at hourly rates for
4 legal services.

5 25. During November and December 2012, Respondent knowingly charged
6 approximately \$24,000 in fees that were mostly unreasonable for assisting DR in moving from
7 one facility to another.

8 26. Starting in late 2014, Respondent's billing statements reflect that DR was being
9 charged for services provided by contract lawyer Anna Johnsen (Johnsen) as an expense based
10 on hourly rates between \$150 and \$250 per hour.

11 27. Respondent's billing statements for DR were deceptive because Respondent
12 actually paid Johnsen at hourly rates between \$50 and \$65 per hour, not \$150 and \$250, and
13 because DR's billing statements concealed that many of the services provided by Johnsen were
14 non-legal and/or administrative in nature, which would ordinarily be billed at a lower hourly
15 rate.

16 28. On or about September 2010, DR's residence was sold for \$295,000.

17 29. During the period from June 1, 2010 through September 20, 2010, Respondent
18 charged and paid himself over \$35,000 in fees related mostly to preparing DR's residence for
19 sale and dealing with DR's personal property.

20 30. A substantial portion of the \$35,000 charged by Respondent was for providing
21 non-legal services and constituted unreasonable fees.

22 31. By September 2014, most of DR's funds had been depleted.

23 32. On or about May 27, 2014, Respondent submitted an application (Medicaid

1 Application) to DSHS seeking Medicaid benefits for DR that Respondent signed under penalty
2 of perjury.

3 33. In response to the request in the Medicaid Application for information regarding
4 any property transferred by the applicant within the last five years, Respondent wrote "No.
5 N.A." and did not disclose or report the proceeds received from the sale of DR's residence.

6 34. Respondent knew that response was false and/or deceptive.

7 35. Respondent falsely stated on the Medicaid Application that he was DR's guardian
8 when Respondent knew that he was not her guardian.

9 36. Respondent knew that response was false and/or deceptive because Respondent
10 knew that he was not DR's guardian.

11 37. DSHS denied the Medicaid Application submitted by Respondent.

12 38. Respondent charged DR unreasonable fees to appeal the denial of the Medicaid
13 Application, which Respondent later decided not to pursue.

14 39. In or about September 2014, Respondent ceased making payments to Twilight for
15 DR's room and board.

16 40. After August 2014, Respondent used DR's funds to pay himself instead of paying
17 for DR's room and board.

18 41. Since 2010, Respondent had himself designated as DR's representative payee for
19 receipt of DR's social security benefits.

20 42. As representative payee, Respondent knew that he was legally required to use
21 DR's social security funds to take care of DR's day-to-day needs for food and lodging and use
22 the remaining funds to pay for such things as DR's clothing, education, medical, and/or dental
23 expenses.

1 43. Respondent used at least \$11,000 of DR's social security benefit payments to pay
2 his own fees.

3 44. Respondent's conduct in using DR's social security payments for paying his own
4 fees violated federal law, including 42 USC §408(a)(5) and/or 42 USC §408(c).

5 45. Respondent knowingly submitted a Representative Payee Report for DR to the
6 Social Security Administration covering the period from May 1, 2014 through April 30, 2015
7 falsely stating under penalty of perjury that \$10,812 of DR's social security payments had been
8 used for her food and lodging.

9 46. In fact, at least \$7,606.76 of the \$12,812 in payments during that time frame had
10 been used to pay Respondent's fees.

11 47. During 2014 and 2015, Respondent paid himself fees from DR's account that he
12 had not earned, including \$1,200 paid on or about October 4, 2014, \$1,000 paid on or about
13 December 16, 2014, and \$450 paid on or about February 9, 2015.

14 48. By February 2015, DR owed approximately \$33,000 to Twilight for unpaid food
15 and lodging.

16 49. On February 27, 2015, Bagai sent Respondent a notice to remove DR from
17 Twilight within 30 days.

18 50. On or about April 3, 2015, DSHS used emergency funds to pay for some of DR's
19 food and lodging.

20 51. On June 22, 2015, DSHS filed a guardianship petition to remove Respondent as
21 DR's attorney-in-fact and appoint a guardian for DR.

22 52. On September 9, 2015, the court removed Respondent as DR's attorney-in-fact and
23 appointed a guardian for DR.

1 53. Respondent charged DR for legal services related to the guardianship that were
2 unreasonable under the circumstances.

3 54. Respondent's conduct in handling DR's affairs resulted in an actual conflict of
4 interest that caused serious actual harm to DR and/or DR's estate.

5 **FACTS RELATED TO DECKER MATTER (COUNTS 7-10)**

6 55. In February 2011, DSHS petitioned for a guardianship over Keiko Decker
7 (Decker), an elderly woman, alleging that she was incapacitated. The petition alleged that
8 Decker had been diagnosed with dementia, had been exhibiting paranoid behavior, and
9 appeared to have been financially exploited.

10 56. On or about June 22, 2011, the court entered an order appointing Respondent to
11 represent Decker as her lawyer in the guardianship proceedings.

12 57. During all material times, Respondent knew that in guardianship proceedings,
13 RCW 11.88.045(2) requires that the court approve attorney fees for the alleged incapacitated
14 person.

15 58. The order appointing Respondent reflected that he would be paid at Decker's
16 expense, "with fees for representation subject to the Court's approval" that Respondent "shall
17 not spend more than 10 hours representing Ms. Decker without prior court approval," and that
18 "fees for time are limited to 10 (TEN) hours at the rate of \$250.00 per hour without further court
19 order entered before incurring the additional time."

20 59. Respondent knowingly made statements to Decker that were deceptive and/or
21 inaccurate regarding her guardianship proceedings to encourage her to incur more attorney fees
22 to litigate the guardianship.

23 60. On or about June 29, 2011, the court entered an agreed order prepared by

1 Respondent authorizing him to provide up to 40 additional hours at the hourly billing rate of
2 \$250. The order provided that Respondent "shall not spend more than (40) hours representing
3 Ms. Decker without prior court approval."

4 61. Respondent knowingly did not comply with the court orders limiting the amount of
5 time for which Respondent could bill Decker and/or his hourly billing rate.

6 62. Respondent knowingly increased his hourly billing rate to \$300 without prior court
7 approval.

8 63. On December 20, 2011, Respondent prepared a durable power of attorney (Decker
9 DPOA) that he had Decker sign naming him as Decker's attorney-in-fact.

10 64. The Decker DPOA provided that Respondent "shall have all powers of an absolute
11 owner over the assets and liabilities of [Decker]" and provide that "[i]t is the principal's intent
12 that the power given to the attorney-in-fact designated herein be interpreted to be so broad as to
13 obviate the need for the appointment of a guardian for the person or estate of the principal."

14 65. At the time Respondent prepared the Decker DPOA, Respondent knew that there
15 were conflicts of interest and/or potential conflicts of interest relating to Respondent making
16 himself attorney-in-fact while simultaneously representing Decker as her lawyer in the pending
17 guardianship proceedings.

18 66. Respondent never obtained informed consent in writing from Decker regarding any
19 conflicts of interest relating to the Decker DPOA.

20 67. Respondent never advised Decker in writing of the desirability of seeking
21 independent counsel regarding the Decker DPOA.

22 68. After DSHS expressed concerns to Respondent about the conflict of interest
23 problems related to the Decker DPOA in the Spring of 2012, Respondent took no timely

1 remedial steps.

2 69. Respondent's conflicts of interest caused actual or potential injury to Decker.

3 70. Decker's guardianship proceedings did not go to trial and eventually settled.

4 71. The court ruled that the Decker DPOA "is not in effect due to questions regarding
5 Mrs. Decker's capacity to execute a power of attorney instrument at the time she executed the
6 document."

7 72. The court entered an agreed order appointing Decker's tax preparer as her limited
8 guardian.

9 73. Respondent charged Decker over \$135,000 in fees. Of this amount, Respondent
10 received \$118,110 from Decker without obtaining authority from the court in violation of the
11 court's prior orders.

12 74. Respondent knew that a substantial portion of the fees Respondent charged to
13 Decker were unreasonable under the circumstances and/or that the billing statements were
14 deceptive.

15 75. Respondent's unreasonable fees included charging unreasonable hourly rates for
16 non-legal and/or secretarial services, adding unreasonable surcharges to timekeepers for
17 providing non-legal services, and/or having multiple timekeepers attending hearings when it
18 was unnecessary.

19 76. The court approved a total of \$30,000 in fees and ordered Respondent to return
20 \$105,248 to Decker.

21 77. Respondent appealed the court's decision to return fees, but the Court of Appeals
22 affirmed the lower court's decision.

23 78. On July 1, 2015, a judgment was entered against Respondent in favor of Decker's

1 | estate in the amount of \$113,388.74.

2 | 79. Respondent did not voluntarily return any funds to the Decker estate.

3 | 80. In December 2015, the Decker estate recovered approximately \$2,500 by
4 | garnishing Respondent's bank account.

5 | 81. On June 3, 2016, a supplemental judgment was entered against Respondent in
6 | favor of Decker's estate for \$49,143.72.

7 | 82. Respondent's subsequent bankruptcy effectively ceased further collection of the
8 | judgments by the Decker estate.

9 | 83. Respondent's unreasonable fees resulted in serious harm to Decker and/or the
10 | Decker estate.

11 | **FACTS RELATING TO LE MATTER (COUNTS 11 - 14)**

12 | 84. On April 11, 2013, the court entered an order appointing Respondent to create a
13 | Special Needs Trust (SN Trust) for Hue Le (Le), who was entitled to settlement proceeds
14 | related to an accident in which she sustained serious injuries, including brain injury.

15 | 85. Prior to entering the order approving the SN Trust and appointing the trustee,
16 | Respondent was the proposed trustee of the SN Trust.

17 | 86. The court entered an order capping the fees for creation and development of the
18 | SN Trust at \$3,500.

19 | 87. Respondent hired lawyer Jacob Menashe (Menashe) to draft the special needs trust,
20 | which he did for a flat fee of \$2,500.

21 | 88. During the period Respondent was the proposed trustee of the SN Trust he
22 | provided services that exceeded the authority granted by the court to create a SN Trust, and
23 | charged fees that far exceeded the \$3,500 cap ordered by the court.

1 89. On July 29, 2013, the court entered an order approving, among other things, the
2 SN Trust, and authorizing Respondent to act as trustee for the SN Trust.

3 90. Respondent charged unreasonable fees to the SN Trust, including but not limited to
4 (1) charging his legal hourly rate for trustee services that are reasonably billed at a lower hourly
5 rate, (2) charging unreasonable fees for preparing pleadings to approve the SN Trust, (3)
6 charging for services provided by contract lawyer Johnsen as an expense at the rate of \$150 or
7 \$200 when Respondent was actually paying Johnsen at the hourly rate of \$50 or \$65, (4)
8 double charging \$2,137.50 to the SN Trust for services provided by Johnsen, and/or (5)
9 charging approximately \$27,000 for drafting and presenting the First Annual Report that was so
10 deficient that the court appointed a GAL to analyze it.

11 91. On or about January 5, 2015, Respondent filed the Trustee's First Annual Report
12 (First Annual Report) and requested approval of fees of approximately \$25,092, which he had
13 already paid himself from the assets of the SN Trust.

14 92. At a hearing on March 9, 2015, the court appointed lawyer Marsha Hudson
15 (Hudson) as Guardian ad Litem (GAL) to review and analyze the First Annual Report and the
16 reasonableness of Respondent's fees.

17 93. On September 9, 2015, Hudson filed a report (GAL Report) objecting to the
18 majority of Respondent's fees because, among other things, (1) the majority of fees were
19 incurred before he was appointed as trustee, (2) he charged his attorney hourly rate of \$300 for
20 trustee's services that should have been billed at the \$150 hourly rate that is used for non-legal
21 services, and (3) the fees charged to set up the SN Trust were unreasonable.

22 94. The GAL Report recommended that Respondent be ordered to return \$22,467.50
23 to the SN Trust.

1 95. The court continued the September 29, 2015 hearing until October 30, 2015, and
2 ordered Respondent to provide more information regarding his fees, which Respondent did not
3 do.

4 96. Respondent did not appear at the hearing on October 30, 2015.

5 97. On October 30, 2015, the court entered the proposed order previously submitted
6 by Hudson requiring Respondent to (1) refund \$22,467.50 to the SN Trust, and (2) petition the
7 court for appointment of a successor trustee within 30 days.

8 98. On November 9, 2015, Respondent filed a motion to revise the court's ruling on
9 fees.

10 99. On December 21, 2015, the court entered an order revising the October 30, 2015
11 order increasing the amount that Respondent was to return to the SN Trust to \$23,187.99.

12 100. On December 31, 2015, the court entered a judgment in favor of the SN Trust
13 against Respondent for \$23,187.99, which Respondent did not satisfy.

14 101. On January 14, 2016, Hudson filed a petition to discharge Respondent as trustee
15 and to appoint a successor trustee.

16 102. On January 15, 2016, the court entered an order removing Respondent as trustee
17 and appointing a successor trustee of the SN Trust with authority to review Respondent's Final
18 Annual Report.

19 103. On January 17, 2016, two days after the court removed Respondent as trustee of
20 the SN Trust, Respondent paid himself \$2,220.00 from the SN Trust's bank account without any
21 legal authority to do so.

22 104. Respondent charged fees to the SN Trust after October 30, 2015 for time spent
23 opposing the return of fees to the SN Trust.

1 105. After the entry of the October 30, 2015 order directing Respondent to return funds,
2 Respondent billed the SN Trust another \$12,441.32 for legal services and paid himself
3 \$14,428.48 from the SN Trust.

4 106. Respondent knew that he had a conflict of interest by charging the SN Trust for
5 services that were detrimental to the financial interests of the SN Trust and beneficial to
6 Respondent's personal financial interests.

7 107. Respondent's charges to the SN Trust for fees related to his opposition to returning
8 fees to the SN Trust were unreasonable fees.

9 108. Respondent's representation of the SN Trust when there was a conflict of interest
10 and/or Respondent's charging of unreasonable fees to the SN Trust to oppose the order to return
11 fees was done knowingly with intent to benefit Respondent.

12 109. Respondent's misconduct in representing and charging the SN Trust when there
13 was a direct conflict of interest resulted in serious injury to the SN Trust.

14 110. On July 15, 2016, the court entered a second judgment against Respondent
15 requiring him to return \$38,595.46 to the SN Trust, which Respondent did not satisfy.

16 **FACTS RELATED TO JOHNSON MATTER (COUNTS 15-18)**

17 111. On October 4, 1988, Charles Johnson (Johnson) executed a two-page will (Johnson
18 Will).

19 112. On December 19, 2012, Johnson died.

20 113. Under the Johnson Will, at that time Johnson died, Yasuko Egashira (Egashira)
21 was the sole heir of the Johnson Estate.

22 114. Under the Johnson Will, at the time Johnson died, lawyer Tarl Oliason (Oliason)
23 was designated as the personal representative of the Johnson Estate.

1 115. The King County medical examiner notified Respondent of Johnson's death after
2 finding Respondent's business card in Johnson's personal effects.

3 116. Respondent had previously been Johnson's attorney during the probate of a related
4 estate and was familiar with Johnson from his prior employment at Oliason's law firm.

5 117. On or about December 27, 2012, Respondent filed a Petition for Intestate probate
6 of Johnson's estate.

7 118. On December 27, 2012, the court appointed Respondent as administrator/personal
8 representative of the estate and directed him to (1) conduct a will search and file a report with
9 the court, (2) conduct an heir search, and (3) deal with the decedent's bodily remains and
10 arrange a burial and other ceremony as appropriate.

11 119. Respondent attempted to settle the Johnson Estate as quickly as possible. His
12 actions to settle the Johnson Estate exceeded the authority given by the court at that time.

13 120. On February 7, 2013, Respondent informed the court that no will had been found
14 for Johnson. That same day, Respondent obtained an order for nonintervention power in
15 administering the Johnson Estate.

16 121. Respondent obtained a copy of the Johnson Will by no later than February 15,
17 2013.

18 122. The top of Respondent's copy of the Johnson Will contained a statement: "Original
19 on file with McKisson and Sargent Inc. PS. 200 W. Mercer #207 Seattle, WA 98110," the firm
20 where Respondent was previously employed when he represented Johnson in a related probate.

21 123. Respondent knowingly never contacted the McKisson and Sargent law firm and/or
22 Oliason about the existence of the original Johnson Will, and knowingly never informed the
23 court about the Johnson Will.

1 124. On March 5, 2013, Oliason caused the Johnson Will to be filed with the King
2 County Clerk, and on March 7, 2013 presented the Johnson Will to the Probate Department of
3 the King County Court.

4 125. As administrator/personal representative of the Johnson Estate, Respondent stood
5 in a fiduciary relationship to the beneficiary of the estate, and was obligated to exercise the
6 utmost good faith and diligence in administering the estate in the best interests of the
7 beneficiary, who was Egashira.

8 126. Respondent knowingly acted contrary to the best interests of Egashira.

9 127. Respondent opposed Oliason's appointment as personal representative of the
10 Johnson Estate and paid himself approximately \$8,700 in fees for opposing Oliason's
11 appointment knowing that Respondent's opposition to Oliason was for Respondent's personal
12 financial benefit and not for the benefit of the Johnson Estate and/or its beneficiary Egashira.

13 128. Under the circumstances, Respondent's fees for opposing Oliason's appointment
14 were unreasonable.

15 129. On March 22, 2013, the court cancelled the Letters of Administration issued to
16 Respondent and appointed Oliason as Personal Representative for the Johnson Estate and
17 granted him nonintervention powers.

18 130. During the three months that Respondent was personal representative, he charged
19 the Johnson Estate and paid himself \$78,431.67 from estate assets. Of the \$78,431.67,
20 Respondent paid to himself from the Johnson Estate, at least \$19,462.50 was billed and paid
21 after February 15, 2013.

22 131. Oliason and Egashira filed objections to Respondent's motion to approve fees he
23 charged to the Johnson Estate.

1 132. Oliason hired professional trustee Fred Schoen (Schoen) as an expert on the
2 reasonableness of Respondent's fees from the standpoint of a non-lawyer trustee.

3 133. Egashira hired lawyer Karen Bertram (Bertram) as an expert on Respondent's fees
4 from the standpoint of a lawyer.

5 134. On August 9, 2014, the court referred the fee dispute over Respondent's fees to
6 arbitration, and Commissioner Eric Watness (Watness) was assigned as the arbitrator.

7 135. Respondent intentionally did not attend a deposition scheduled by Egashira and
8 Oliason to conduct discovery regarding the reasonableness of his fees without any legitimate
9 legal basis for not appearing.

10 136. Respondent intentionally attempted to impede the arbitration regarding the
11 reasonableness of his fees by filing a frivolous lawsuit on September 22, 2014.

12 137. On September 22, 2014, Respondent filed a Complaint for Injunctive Relief,
13 Damages for Libel, Removal of Personal Representative, and Approval of Fees against Oliason
14 and Bertram in King County Superior Court. The lawsuit also named Egashira, Watness, and
15 JAMS as notice parties.

16 138. Watness entered arbitration awards on November 11, 2014, November 12, 2014,
17 and a final award on January 9, 2015 requiring Respondent to disgorge \$50,399.67 of the
18 approximately \$78,431.67 in fees he had paid himself from the Johnson Estate.

19 139. Watness also ordered Respondent to pay attorney fees incurred by Oliason and
20 Egashira in connection with the dispute regarding Respondent's fees.

21 140. On January 30, 2015, the court granted the motions by Bertram and Oliason to
22 dismiss Respondent's libel claims against Bertram and some of Respondent's claims against
23 Oliason finding that Respondent's claims were frivolous.

1 141. On February 18, 2015, the court awarded \$4,635 to Oliason against Respondent
2 "for defending the frivolous libel claim."

3 142. Oliason filed a motion for summary judgment to dismiss the remaining claims in
4 Respondent's lawsuit.

5 143. On May 1, 2015, the court entered an order dismissing all remaining claims by
6 Respondent, and assessing \$500 in Civil Rule 11 sanctions against Respondent.

7 144. On May 29, 2015, the court entered findings of fact that Respondent's entire
8 lawsuit was frivolous, and entered a judgment against Respondent in favor of Oliason and the
9 Johnson Estate for \$12,232.49, representing the combined total of fees and sanctions.

10 145. Respondent never paid the judgment entered in favor of Oliason and/or the
11 Johnson Estate.

12 146. On July 17, 2015, the parties reached a confidential stipulation resolving debts
13 owed by Respondent, not including the debt for \$12,232.49.

14 147. During the period that Respondent represented the Johnson Estate as
15 administrator/personal representative, Respondent charged unreasonable fees by charging his
16 hourly billing rate for non-legal services and/or duplicative services, including providing non-
17 legal services related to his coordination of house repairs and for the sale of Johnson's former
18 residence.

19 148. Respondent charged unreasonable fees to the Johnson Estate when he charged
20 \$3,000, ten hours at \$300 per hour, to "go to house, supervise cleaning and repairs" on January
21 19, 2013.

22 149. Respondent charged unreasonable fees to the Johnson Estate when he charged
23 \$1,200, four hours at \$300 per hour) to "go to house, finish cleaning, move and inventory

1 | personal property” on January 21, 2013.

2 | 150. Respondent charged unreasonable fees to the Johnson Estate when he charged
3 | approximately \$10,000 for services related to making funeral arrangements for Johnson at his
4 | \$300 hourly rate.

5 | 151. Respondent charged unreasonable fees to the Johnson Estate when he charged
6 | \$1,500, five hours at \$300 per hour, to “prepare for and attend funeral, attend memorial after
7 | service, meet Yasuko family” on February 2, 2013.

8 | 152. Respondent charged unreasonable fees to the Johnson Estate when he charged
9 | \$600, two hours at \$300 per hour, to attend Johnson’s cremation on February 19, 2013.

10 | 153. Respondent charged unreasonable fees to the Johnson Estate and/or engaged in
11 | deceitful or fraudulent conduct when he charged \$5,700, nineteen hours at \$300 per hour, for
12 | assisting with the estate sale and cleaning up afterwards during January 26-28, 2013.

13 | 154. Respondent was not present at the estate sale for the Johnson Estate during most
14 | of the 19 hours that he charged and/or most of the time Respondent charged to the Johnson
15 | Estate in connection with the estate state was fabricated.

16 | **FACTS RELATING TO FULMER MATTER (COUNTS 19-21)**

17 | 155. On September 13, 2011, Robert Fulmer (Robert)² was appointed as successor
18 | trustee of the Allen Fulmer Trust (Fulmer Trust), a testamentary trust established for the benefit
19 | of Allen Fulmer (Allen) by Allen’s grandfather, Clyde Fulmer (Clyde), who died in 2004.

20 | 156. On December 16, 2013, the Fulmer Trust became a court supervised trust requiring
21 | the trust to file an annual report and obtain approval of attorney fees on an annual basis.

22 | 157. Robert hired Respondent to represent him.

23 |

² To avoid confusion, we are referring to Fulmer family members by their first names.

1 158. On January 2, 2015, Respondent filed a declaration stating, among other things,
2 that he charges fees at an hourly rate of \$150 to perform administrative tasks and charges for
3 legal services at the hourly rate of \$300.

4 159. On July 15, 2016, the court reviewed the reasonableness of Respondent's fees
5 during the period from September 13, 2014 through September 12, 2015.

6 160. During that period of time, with intent to benefit himself, Respondent knowingly
7 charged unreasonable fees to the Fulmer Trust for performing administrative tasks at the hourly
8 rate of \$300, instead of the hourly rate of \$150.

9 161. During the period from September 13, 2014 through September 12, 2015,
10 Respondent knowingly issued billing statements to the Fulmer Trust falsely reflecting that his
11 contract lawyer Johnsen was being paid at the hourly rate of \$200, when Respondent knew that
12 Johnsen was actually being paid at the hourly rate of \$65.

13 162. Respondent knowingly charged other unreasonable fees to the Fulmer Trust during
14 the period from September 13, 2014 through September 12, 2015.

15 163. When Robert attempted to terminate Respondent, Respondent intentionally
16 falsely told Robert that he could not terminate Respondent.

17 164. On July 15, 2016, the court entered an order reducing the fees charged by
18 Respondent to the Fulmer Trust from \$10,959.33 to \$5,439.05, and ordered Respondent to
19 reimburse \$5,520.28 to the Fulmer Trust within seven days of the order.

20 165. The court's order directed Respondent to file a declaration for fees and costs he
21 received from the Fulmer Trust during the period after September 12, 2015 for review by the
22 court and a guardian ad litem appointed by the court to review Respondent's fees.

23 166. After the court order was entered, Respondent received sufficient funds to comply

1 with the court order and/or reimburse \$5,520.28 to the Fulmer Trust within seven days of the
2 order.

3 167. Respondent knowingly with intent to benefit himself, did not comply with the
4 court's order to reimburse funds to the Fulmer Trust.

5 168. Respondent's failure to return funds to the Fulmer Trust caused serious injury to
6 the Fulmer Trust and actual and/or potential serious injury to the legal system.

7 169. Respondent knowingly did not comply with the court order requiring Respondent
8 to file a declaration for fees and costs he received from the Fulmer Trust after September 12,
9 2015.

10 170. Respondent's failure to comply with the court order caused actual or potential
11 harm to the Fulmer Trust and/or the legal system.

12 **FACTS RELATING CRONK MATTER (COUNTS 22-27)**

13 171. In June 2013, Robert Cronk (Cronk) was dying of cancer and decided to change
14 his estate plan.

15 172. At that time, Pharinee Kong (Kong) was an employee of Cronk's business Green
16 Garden, Inc., (Green Garden), aka Agro America.

17 173. Kong contacted Respondent about preparing estate planning documents for Cronk.

18 174. Prior to Kong's contact, Respondent had never met or spoken to Cronk or
19 represented him.

20 175. Respondent prepared a will that gave him control of Cronk's estate and included
21 provisions authorizing Respondent to charge for non-legal services at Respondent's hourly
22 billing rate for providing legal services.

23 176. On June 10, 2013, Cronk executed the will (Cronk Will) prepared by Respondent

1 that appointed Respondent as personal representative of Cronk's estate with nonintervention
2 powers.

3 177. The Cronk Will provided that Respondent could charge for non-legal services at
4 the hourly rate of \$275-\$300, which was unreasonable under the circumstances, without fully
5 disclosing the implications of this provision to Cronk.

6 178. Respondent never informed Cronk that he would or could increase his hourly
7 billing rate.

8 179. Respondent never informed Cronk of the extent of legal fees that Respondent
9 could or would charge to the estate for non-legal services after Cronk died.

10 180. The Cronk Will provided that Respondent could charge for services to "protect the
11 interests of [Cronk's] estate beneficiaries" without fully disclosing the implications of this
12 provision to Cronk.

13 181. At Cronk's direction, the Cronk Will gifted Green Garden to Kong, except for its
14 bank accounts: "This bequest should not include bank accounts for the business at Columbia
15 Bank."

16 182. Respondent never informed Cronk that the provision in the Cronk Will drafted by
17 Respondent that the gift to Kong excluded bank accounts for Green Garden would not or could
18 not be followed.

19 183. The Cronk Will prepared by Respondent gave the residuary estate to "one or more
20 charitable organizations . . . as my Personal Representative [Respondent] shall select" and
21 provided that the selection of the beneficiaries "may be confirmed by the court prior to closing
22 my estate, at the discretion of my Personal Representative." The Cronk Will drafted by
23 Respondent provided that Cronk "suggest that my Personal Representative [Respondent]

1 | include certain organizations that benefit gun rights and/or the Second Amendment.”

2 | 184. Respondent did not disclose any conflicts of interest relating to his making
3 | himself personal representative of the Cronk Will and/or allowing Respondent to charge for
4 | non-legal services at Respondent’s legal hourly rate.

5 | 185. At the time Respondent drafted Cronk’s Will, Respondent knew that there were
6 | conflicts of interest and/or potential conflicts of interest relating to Respondent making himself
7 | personal representative under the Cronk Will while simultaneously representing Cronk, and by
8 | including provisions giving Respondent authority to charge unreasonable fees and control
9 | Cronk’s assets for an indefinite period of time.

10 | 186. Respondent never obtained informed consent in writing from Cronk regarding any
11 | potential or actual conflicts of interest relating to the Cronk Will.

12 | 187. Respondent never advised Cronk in writing of the desirability of seeking
13 | independent counsel to examine the Cronk Will.

14 | 188. Respondent knew that the provisions in the Cronk Will created conflicts of interest
15 | making Respondent’s financial interests adverse to Cronk, and that Respondent intended to
16 | financially benefit.

17 | 189. Respondent’s misconduct in handling the Cronk Estate while there were conflicts
18 | of interest caused serious actual harm to the Cronk Estate.

19 | 190. On or about September 13, 2013, Cronk died.

20 | 191. On October 4, 2013, Respondent filed the Cronk Will and had himself appointed
21 | Personal Representative (PR) of the Cronk Estate.

22 | 192. On October 11, 2013, Respondent filed a motion to, among other things,
23 | authorize Respondent to bill his \$300 hourly billing rate for all work, including non-legal

1 administrative work, as provided in the Cronk Will, which the court granted.

2 193. On October 28, 2013, the court entered the order (Fee Order) granting
3 Respondent's motion that Respondent drafted and presented.

4 194. The Fee Order required Respondent to provide ten-day advance notice to all parties
5 of Respondent's intent to pay fees from the Cronk Estate.

6 195. Respondent's motion represented that notice of payment of fees would be filed
7 with the court.

8 196. The Fee Order authorized Respondent to be paid on a monthly basis at an hourly
9 rate of \$300.

10 197. As the personal representative of the Cronk Estate, Respondent stood in a fiduciary
11 relationship to those beneficially interested in the estate, and was obligated to exercise the
12 utmost good faith and diligence in administering the estate in the best interests of the
13 beneficiaries.

14 198. As attorney for the personal representative of the estate, Respondent had fiduciary
15 duties to the beneficiaries and a duty to assist the personal representative in the proper
16 administration of the estate in the best interests of the beneficiaries.

17 199. As described below, Respondent administered the Cronk Estate in his own
18 personal interest and not in the best interests of the beneficiaries.

19 200. During the probate of the Cronk Estate, Respondent paid himself fees from the
20 Cronk Estate exceeding \$450,000.

21 201. Under the circumstances, the amount of fees charged by Respondent to the Cronk
22 Estate was unreasonable.

23 202. In 2015, Respondent ceased complying with the Fee Order to provide notice of fee

1 | payments.

2 | 203. Respondent made at least 85 payments of fees to himself from the Cronk Estate
3 | without providing notice as required by the Fee Order.

4 | 204. During 2015 and 2016, Respondent violated the Fee Order by making multiple
5 | payments to himself during each month.

6 | 205. Starting in July 2015, Respondent billed the Cronk Estate for services at the
7 | hourly rate of \$350.

8 | 206. The \$350 hourly billing rate exceeded the hourly rate in Respondent's billing
9 | agreement with Cronk and/or the billing rate approved by the court in the Fee Order.

10 | 207. Respondent knowingly failed to comply with the Fee Order with intent to
11 | financially benefit himself resulting in serious harm to the Cronk Estate.

12 | 208. On September 13, 2016, Respondent converted funds belonging to the Cronk
13 | Estate when he withdrew \$5,000 from the Cronk Estate's bank account and used the funds to
14 | pay advance fees of lawyer Thomas Fitzpatrick (Fitzpatrick) to represent him in connection with
15 | ODC's grievance investigation of Respondent.

16 | 209. Respondent personally signed the withdrawal slip authorizing the bank to issue a
17 | \$5,000 check to Fitzpatrick.

18 | 210. After ODC contacted Fitzpatrick about the \$5,000, Fitzpatrick withdrew from
19 | representing Respondent and interpleaded the \$5,000 into the registry of the court.

20 | 211. Respondent charged the Cronk Estate at least \$7,000 in unreasonable fees in his
21 | attempt to claim that the bank was liable for disbursing \$5,000 from the Cronk Estate to
22 | Fitzpatrick.

23 | 212. Respondent knew that he was responsible for the conversion of the \$5,000 from

1 | the Cronk Estate and that he was using the conversion as an opportunity to charge more
2 | unreasonable fees to the Cronk Estate for pursuing a frivolous claim.

3 | 213. Respondent knew that he had a conflict of interest in representing the Cronk Estate
4 | in pursuing the bank because Respondent signed the withdrawal slip.

5 | 214. Respondent's conflict of interest in pursuing the bank for disbursing \$5,000
6 | resulted in actual and potential injury to the Cronk Estate.

7 | 215. Respondent charged unreasonable fees to the Cronk Estate by charging for time
8 | related to responding to ODC's investigation of the grievance against Respondent.

9 | 216. During the Cronk Estate probate, Respondent became president of Green Garden.

10 | 217. Respondent charged the Cronk Estate for legal services and non-legal services
11 | provided to Green Garden.

12 | 218. Respondent charged unreasonable fees to the Cronk Estate for services provided to
13 | Green Garden.

14 | 219. Respondent allowed Kong to use over \$100,000 from Green Garden bank accounts
15 | that belonged to the Cronk Estate.

16 | 220. The transfer(s) of funds exceeding \$100,000 to Kong from the Green Garden bank
17 | accounts was contrary to the provisions in the Cronk Will and/or Cronk's directions to
18 | Respondent to exclude the Green Garden bank accounts in the gift to Kong.

19 | 221. Respondent's conduct in allowing Kong to have funds in the bank accounts of
20 | Green Garden was in direct contravention to the provisions in the Cronk Will drafted by
21 | Respondent at Cronk's direction that the gift to Kong did not include the bank accounts of
22 | Green Garden.

23 | 222. At the time of the transfer(s) of funds to Kong from the Green Garden bank

1 | accounts, Respondent had formerly represented Cronk in a substantially related matter and the
2 | interests of Respondent as personal representative of the Cronk Estate were adverse to the
3 | interests of Cronk.

4 | 223. By giving Kong over \$100,000 in Green Garden's bank accounts, Respondent
5 | caused the conversion of funds belonging to the Cronk Estate.

6 | 224. On or about July 14, 2015, Respondent converted \$39,215.28 by using funds
7 | belonging to the Cronk Estate to purchase a truck for Green Garden and/or Kong.

8 | 225. Respondent converted \$3,470 belonging to the Cronk Estate to pay for Green
9 | Garden's lease.

10 | 226. Respondent charged the Cronk Estate at least \$9,000 in unreasonable attorney fees
11 | for efforts relating to a motion authorizing him to run Green Garden that was never filed and/or
12 | a motion authorizing the Cronk Estate to loan \$40,000 to Green Gardens, which was denied by
13 | the court.

14 | 227. Respondent charged the Cronk Estate over \$27,000 in unreasonable fees for time
15 | spent in connection with purported claims against the company Found Stuff and/or Robin
16 | Caton.

17 | 228. Respondent knew that the Cronk Estate had no recoverable claim against Found
18 | Stuff and/or Robin Caton.

19 | 229. To the extent that Cronk Estate has a recoverable claim against Found Stuff and/or
20 | Robin Caton, Respondent did not diligently pursue the claim.

21 | 230. Yong Ling (Ling) was a neighbor and friend of Cronk who provided food and
22 | lodging to Cronk for five months during 2013.

23 | 231. Respondent charged unreasonable fees for pursuing weak and non-recoverable

1 | claims against Ling.

2 | 232. Respondent charged the Cronk Estate at least \$42,000 in total fees and costs for
3 | pursuing claims against Ling.

4 | 233. On March 4, 2014, Respondent had Kong execute an assignment (Assignment)
5 | assigning the claims against Ling to the Cronk Estate for collection.

6 | 234. Under the terms of the Assignment, Kong would be entitled to all proceeds from
7 | the Ling claims minus attorney fees charged by Respondent.

8 | 235. Respondent charged the Cronk Estate for attorney fees related to Respondent's
9 | pursuit of the Ling claims.

10 | 236. Under the Assignment, Respondent knew that pursuing the Ling claims would
11 | provide no net financial benefit to the Cronk Estate.

12 | 237. Respondent knew that his personal financial interests in pursuing the Ling claims
13 | were adverse to the interests of the Cronk Estate.

14 | 238. Respondent charged the Cronk Estate to pursue the Ling's claims with intent to
15 | financially benefit himself knowing that his personal interests were adverse to the interests of
16 | the Cronk Estate.

17 | 239. During the period from August 2016 through October 2016, Respondent charged
18 | the Cronk Estate \$9,000 in unreasonable fees for pursuing Ling in a lawsuit that was dismissed
19 | by the court for failing to comply with the case schedule.

20 | 240. On May 23, 2016, Respondent filed a second lawsuit against Ling.

21 | 241. Respondent conducted no discovery in connection with the second lawsuit.

22 | 242. On January 24, 2017, the court entered an order dismissing the second lawsuit
23 | against Ling without any recovery to the Cronk Estate or Kong.

1 243. The fees charged by Respondent in the second lawsuit against Ling were
2 unreasonable and provided no possible benefit to the Cronk Estate.

3 244. Respondent charged unreasonable fees by charging the Cronk Estate for his efforts
4 to resist the court's attempts to obtain information about Respondent's fees and his handling of
5 the Cronk Estate.

6 245. Respondent charged unreasonable fees by charging the Cronk Estate over \$9,000
7 in fees in connection with a motion to change venue of the probate of the Cronk Estate.

8 246. The motion to change venue was never filed and Respondent's services relating to
9 a motion to change venue provided no benefit to the Cronk Estate.

10 247. In August 2016, the Internal Revenue Service (IRS) assessed a claim for
11 approximately \$65,000 against Respondent personally for failing to pay 940 and/or 941
12 employment taxes for Green Garden.

13 248. On January 5, 2017, Respondent filed a petition to authorize him to perform legal
14 services to make the Cronk Estate liable for the \$65,000 assessed by the IRS against
15 Respondent personally.

16 249. Respondent knew that he had a direct conflict of interest in attempting to make the
17 Cronk Estate liable for Respondent's personal debt to the IRS.

18 250. Respondent knowingly failed to appoint any residuary beneficiary to the Cronk
19 Estate to protect himself from possible liability and/or objections for his handling of the Cronk
20 Estate.

21 251. On or about December 8, 2016, the court entered an order prohibiting Respondent
22 from disbursing any funds from the Cronk Estate.

23 252. The court appointed a guardian ad litem to represent the interests of the

1 | unidentified residuary beneficiaries of the Cronk Estate.

2 | 253. On January 20, 2017, Respondent resigned as personal representative of the Cronk
3 | Estate.

4 | **FACTS RELATING TO KAMADA MATTER (COUNTS 28-30)**

5 | 254. On April 14, 2014, Respondent struck John Riley (Riley), a 77-year old man who
6 | resided at the same condominium complex where Respondent resided at the time, without
7 | provocation.

8 | 255. Respondent's assault of Riley was witnessed by Jane Kamada (Kamada), who was
9 | employed at the time as a front desk concierge by Community Staffing Solutions (CSS).

10 | 256. Respondent attempted to strike Riley again, but Kamada got in Respondent's way
11 | and told him to return to his room, which he did.

12 | 257. The police were called and Kamada gave them a statement regarding the incident.

13 | 258. The City of Seattle ("City") filed criminal charges against Respondent for fourth
14 | degree assault.

15 | 259. After Kamada provided statements about the assault, Respondent began making
16 | harassing and threatening statements to her, including threats that Respondent would report
17 | Kamada to her employer and that he would make her pay for "false reporting," and that she
18 | would lose her job and that her bank accounts would be empty.

19 | 260. On February 3, 2015, Respondent pleaded guilty to fourth degree assault.

20 | 261. On March 3, 2015, Respondent was sentenced to a 24-month suspended sentence.

21 | 262. On November 14, 2014, prior to Respondent's guilty plea, Respondent filed a
22 | lawsuit against Kamada and CWD Group, Inc. (CWD), the owner of the condominium where
23 | the incident occurred.

1 263. Respondent's complaint alleged that Kamada made a false statement to the police
2 about the assault and that Kamada divulged private information about Respondent.

3 264. Respondent's complaint also alleged that Kamada used "unauthorized recordings"
4 of Respondent.

5 265. At the time he filed the complaint, Respondent knew that there was no evidence of
6 recordings.

7 266. Respondent's complaint also alleged a breach of contract claim against Kamada.

8 267. Respondent knew that he did not have a contract with Kamada or her employer.

9 268. CWD's counsel informed Respondent that Kamada was employed by CSS, not
10 CWD, and gave Respondent documents to support its position.

11 269. On January 27, 2015, Respondent filed an amended complaint adding CSS as a
12 party and adding more counts, including a count that Kamada violated the condominium
13 "covenants, conditions and restrictions."

14 270. On February 13, 2015, a motion to dismiss was filed by Kamada, CWD, and CSS.

15 271. Respondent opposed the motion.

16 272. On March 13, 2015, the court dismissed four of the five counts under Civil Rule
17 12(b)(6).

18 273. In its ruling, the court reserved ruling on Kamada's request for attorney fees under
19 RCW 4.84.185, the statute authorizing a party to recover expenses for defending against a
20 frivolous claims, until the motion for summary judgment was decided.

21 274. On June 19, 2015, motions for summary judgment were filed by Kamada, CWD,
22 and CSS.

23 275. Respondent opposed the motions.

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COUNT 3

284. By improperly and/or illegally using DR's social security payments and/or by using DR's social security payments pay attorney fees instead of paying for DR's food and lodging, Respondent violated RPC 8.4(b) (by violating 42 USC § 408(a)(5), and/or 42 USC § 408(c), and/or, and/or RPC 8.4(c).

COUNT 4

285. By making false statements relating to the misappropriation of DR's social security payments to the Social Security Administration in the Representative Payee Report, Respondent violated RPC 4.1(a), RPC 8.4(c), and/or RPC 8.4(b) (by violating 18 U.S.C. § 1001(a)).

COUNT 5

286. By submitting the Medicaid Application for DR containing false statements regarding DR's assets and/or by misrepresenting himself as DR's guardian, Respondent violated RPC 4.1 and/or RPC 8.4(c).

COUNT 6

287. By charging unreasonable fees to DR and/or by using deceptive billing statements in the DR matter, Respondent violated RPC 1.5(a) and/or RPC 8.4(c).

COUNT 7

288. By making statements to Decker that were deceptive, misleading, and/or false regarding the guardianship, Respondent violated RPC 8.4(c).

COUNT 8

289. By having Decker sign the Decker DPOA making Respondent attorney-in-fact while simultaneously representing Decker in the pending guardianship proceedings without obtaining effective informed consent in writing and/or by not advising Decker in writing to seek

1 the advice of independent counsel, Respondent violated RPC 1.7 and/or RPC 1.8(a).

2 **COUNT 9**

3 290. By charging unreasonable fees to Decker, including charging unreasonable hourly
4 rates for non-legal services and/or secretarial services, adding surcharges to timekeepers for
5 providing non-legal services, and/or by having multiple timekeepers attend hearings when it
6 was unnecessary, Respondent violated RPC 1.5(a) and/or RPC 8.4(d).

7 **COUNT 10**

8 291. By having Decker pay Respondent's fees without court authority and/or by not
9 complying with the statutory procedures for approving fees in guardianship proceedings, and/or
10 by violating the court order limiting Respondent's fees and billing rate, Respondent violated
11 RPC 3.4(c), RPC 8.4(c), and/or RPC 8.4(j).

12 **COUNT 11**

13 292. By representing the SN Trust in resisting orders for Respondent to return
14 unreasonable fees to the SN Trust, Respondent violated RPC 1.7.

15 **COUNT 12**

16 293. By charging unreasonable fees to the SN Trust, Respondent violated RPC 1.5(a)
17 and/or RPC 8.4(c).

18 **COUNT 13**

19 294. By paying himself fees from the SN Trust while there was an outstanding order
20 and/or judgment to return fees to the SN Trust, Respondent violated RPC 8.4(d).

21 **COUNT 14**

22 295. By paying \$2,200 from funds belonging to the SN Trust after the court entered an
23 order removing Respondent as trustee, Respondent violated RPC 3.4(c), RPC 8.4(b) (by

1 violating RCW 9A.56.020(a)), and/or RPC 8.4(c), and/or RPC 8.4(d), and/or RPC 8.4(j).

2 **COUNT 15**

3 296. By failing to inform the court about finding the Johnson Will, Respondent violated
4 RPC 3.3(a)(1) and/or RPC 8.4(c).

5 **COUNT 16**

6 297. By charging unreasonable fees to the Johnson Estate, including charging for time
7 not actually spent, charging the legal hourly rate for non-legal tasks such as attending Johnson's
8 funeral and Johnson's cremation, Respondent violated RPC 1.5(a) and/or RPC 8.4(c).

9 **COUNT 17**

10 298. By failing to attend the deposition scheduled by Oliason and Egashira,
11 Respondent violated RPC 3.4(a) and/or RPC 8.4(d).

12 **COUNT 18**

13 299. By filing a frivolous lawsuit against Oliason and/or Bertram, Respondent violated
14 RPC 3.1, and/or RPC 3.4(c) (by violating Civil Rule 11), and/or RPC 8.4(a) (by attempting to
15 violate RPC 8.4(d) to interfere with the pending arbitration proceedings).

16 **COUNT 19**

17 300. By charging unreasonable fees to the Fulmer Trust and/or by providing deceptive
18 billing statements that concealed information regarding Johnsen's services, Respondent violated
19 RPC 1.5(a) and/or RPC 8.4(c).

20 **COUNT 20**

21 301. By making a false or deceptive statement to Robert that Respondent could not be
22 terminated, Respondent violated RPC 8.4(c).

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COUNT 21

302. By not complying with the July 15, 2016 court order to reimburse the Fulmer Trust and/or by not complying with the court order to file a declaration regarding fees charged by Respondent to the Fulmer Trust after September 2015, Respondent violated RPC 8.4(d), and/or RPC 8.4(j), and/or RPC 3.4(c).

COUNT 22

303. By preparing and having Cronk execute the Cronk Will making Respondent personal representative and authorizing him to charge unreasonable fees without obtaining informed consent in writing and/or advising Cronk in writing to seek independent counsel, Respondent violated RPC 1.4, RPC 1.7, and/or RPC 1.8(a).

COUNT 23

304. By representing the Cronk Estate while simultaneously representing financial interests that were contrary to the interests of the Cronk Estate, including Green Garden and Respondent's own financial interests, Respondent violated RPC 1.7 and/or RPC 8.4(d).

COUNT 24

305. By disbursing funds of the Cronk Estate, including \$5,000 paid to Respondent's lawyer and other funds paid from the Cronk Estate to or for the benefit of Kong and/or Green Garden, Respondent violated RPC 8.4(b) (violating RCW 9A.56.020(1)(a) - the theft statute), RPC 8.4(c), and/or RPC 1.15A(b).

COUNT 25

306. Respondent's conduct as personal representative and/or lawyer for personal representative of the Cronk Estate was materially adverse to the interests of Cronk and violated RPC 1.9(a).

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COUNT 26

307. By charging unreasonable fees to the Cronk Estate, Respondent violated RPC 1.5(a) and/or RPC 8.4(c).

COUNT 27

308. By failing to comply with the Fee Order, Respondent violated RPC 8.4(c), RPC 8.4(d), and/or RPC 8.4(j).

COUNT 28

309. By assaulting Riley, Respondent violated RPC 8.4(i).

COUNT 29

310. By engaging in conduct to intimidate Kamada and/or by attempting to tamper with witness Kamada, Respondent violated RPC 8.4(b) (by violating RCW 9A.72.110(1) and/or RCW 9A.72.120), and/or RPC 8.4(d).

COUNT 30

311. By filing a frivolous lawsuit against Kamada, CSS, and/or CWD, and/or by filing a lawsuit and other pleadings in violation of Civil Rule 11, Respondent violated RPC 3.1, RPC 3.4(c), and/or RPC 4.4(a).

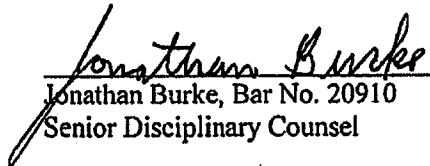
COUNT 31

312. Respondent's conduct as described in all or some of the paragraphs above constitutes conduct demonstrating unfitness to practice law in violation of RPC 8.4(n).

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

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Dated this 10th day of May, 2017.


Jonathan Burke, Bar No. 20910
Senior Disciplinary Counsel