

FILED
SEP 19 2017
DISCIPLINARY BOARD

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**BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION**

In re

HOLLY JOY JOHNSON,
Lawyer (Bar No. 32784).

Proceeding No.16#00011

ODC File No(s). 14-01546, 15-00536, 15-01639

RESIGNATION FORM OF Holly Joy Johnson (ELC 9.3(b))

Holly Joy Johnson, 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 November 4, 2002.
3. I was served with a Formal Complaint and Notice to Answer in this matter on July 26, 2016.
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).

Affidavit of Respondent
Page 1

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

Handwritten mark

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

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

7 7. I agree to pay restitution in the amount of \$430,000 plus interest of 12 percent per
8 annum from October 1, 2015 to Daniel Ragussis.

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

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

17 10. I agree to (a) notify all other states and jurisdictions in which I am admitted of this
18 resignation in lieu of discipline; (b) seek to resign permanently from any such license; and (c)
19 provide disciplinary counsel with copies of this notification and any response(s). I acknowledge
20 that this resignation could be treated as a disbarment by all other jurisdictions.

21 11. I agree to (a) notify all other professional licensing agencies in any jurisdiction from
22 which I have a professional license that is predicated on my admission to practice law of this
23 resignation in lieu of discipline; (b) seek to resign permanently from any such license; and (c)

24 Affidavit of Respondent
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1 provide disciplinary counsel with copies of any of these notifications and any responses.

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

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

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

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

13 16. 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 practice
15 of law nor will I be eligible for admission for any limited practice of law.

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

18 9/15/2017 Seattle WA
Date and Place

Holly Joy Johnson 32784
Holly Joy Johnson, Bar No. 32784

19
20 ENDORSED BY:
21 Kathy Jo Blake
22 Kathy Jo Blake, Managing Disciplinary Counsel
Bar No. 29235

23
24 Affidavit of Respondent
Page 3

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OF THE WASHINGTON STATE BAR ASSOCIATION
1325 4th Avenue, Suite 600
Seattle, WA 98101-2539
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EXHIBIT A

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7 BEFORE THE
8 DISCIPLINARY BOARD
9 OF THE
10 WASHINGTON STATE BAR ASSOCIATION

11 In re

12 **HOLLY JOY JOHNSON,**
13 Lawyer (Bar No. 32784).


Proceeding No. 16#00011

ODC File No(s). 14-01546, 15-00536, 15-01639

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

14
15 The attached formal complaint, filed on July 7, 2016 in Proceeding No. 16#00011,
16 constitutes Disciplinary Counsel's statement of alleged misconduct under Rule 9.3(b)(1) of the
17 Rules for Enforcement of Lawyer Conduct.

18
19 DATED this 15th day of September, 2017.

20
21 
22 _____
23 Kathy Jo Blake, Bar No. 29235
24 Disciplinary Counsel

FILED

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DISCIPLINARY
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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

HOLLY JOY JOHNSON,
Lawyer (Bar No. 32784).

Proceeding No. 16#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 Holly Joy Johnson was admitted to the practice of law in the State of Washington on November 4, 2002.
2. On May 3, 2016, Respondent's license to practice law was suspended on an interim basis under ELC 7.2(a)(1) because her continued practice of law posed a substantial threat of serious harm to the public.

804

1 **FACTS REGARDING COUNTS 1-2 (Employment Security Department)**

2 3. In April 2006, the Employment Security Department (ESD) issued a fraud
3 determination against Respondent for failing to report material facts and grossly underreporting
4 her earnings, which resulted in overpayments of unemployment compensation.

5 4. In October 2012, ESD issued a fraud determination against Respondent for failing
6 to report material facts and grossly underreporting her earnings, which resulted in overpayments
7 of unemployment compensation.

8 5. Between March and December 2013, Respondent was employed as a pro tem
9 judge in the King County District Court.

10 6. Between March and December 2013, Respondent was employed as a pro tem
11 judge in the Federal Way Municipal Court.

12 7. Between March and December 2013, Respondent was employed as a fitness
13 instructor by 24 Hour Fitness.

14 8. Between March and December 2013, Respondent filed claims with ESD for
15 unemployment compensation.

16 9. Respondent filed many of the claims online through the ESD electronic filing
17 system.

18 10. In twenty of the weekly ESD claims Respondent filed between March and
19 December 2013, she underreported the number of hours she worked.

20 11. In twenty of the weekly ESD claims Respondent filed between March and
21 December 2013, she underreported the amount of earnings she received from her employment.
22
23

1 12. In at least four of the weekly ESD claims Respondent filed between March and
2 December 2013, for weeks in which she received earnings from more than one employer, she
3 answered "no" on her claim form when asked if she had multiple employers.

4 13. Respondent verified the accuracy of the amount of earnings she entered.

5 14. Respondent verified the accuracy of the number of hours worked she entered.

6 15. Respondent had the chance to correct her misstatements before submitting the
7 claims but did not do so.

8 16. On more than one occasion, Respondent knowingly misreported her earnings to
9 ESD.

10 17. The extent of Respondent's earnings was a material fact in her unemployment
11 compensation claims.

12 18. On more than one occasion, Respondent knowingly misreported her employers to
13 ESD.

14 19. The number of Respondent's employers was a material fact in her unemployment
15 compensation claims.

16 20. As a result of Respondent's reports, Respondent received \$11,159 more in ESD
17 benefits than she was entitled to.

18 21. In June 2014, the ESD Office of Special Investigations issued a Determination
19 Notice concluding that Respondent had knowingly withheld material facts to obtain benefits to
20 which she was not entitled, which constitutes fraud under RCW 50.20.070.

21 22. This determination was affirmed in September 2014, by the Office of
22 Administrative Hearings.

23

1 23. This determination was affirmed in December 2014, by an administrative law
2 judge.

3 24. On April 24, 2015, Respondent signed a Stipulation, Agreement and Order of
4 Censure with the Commission on Judicial Conduct (CJC) in which she acknowledged the 2014
5 findings of ESD, as affirmed.

6 25. On May 12, 2015, the Office of Disciplinary Counsel (ODC) took Respondent's
7 deposition.

8 26. During the deposition, Respondent made a series of false statements regarding her
9 ability to accurately report her hours and income using the ESD online system.

10 27. During the deposition, Respondent testified that, if she worked for more than one
11 employer in a week, she could not complete her weekly unemployment report online and,
12 instead, had to complete the report by calling in.

13 28. This statement was not true.

14 29. During the deposition, Respondent testified that, if she worked for more than one
15 employer in a week, she was unable to fully report all of her employers for a week because
16 when she called in the ESD representative would "close down" the report before all employers
17 were reported and it could not be reopened.

18 30. This statement was not true.

19 31. During the deposition, Respondent testified that, if ESD closed her file before she
20 reported all employment for the week, the only remedy was to deduct any overpayment from
21 the following week's compensation.

22 32. This statement was not true.

23

1 33. During the deposition, Respondent knowingly made false statements of material
2 fact.

3 34. Respondent acted intentionally in committing the violations alleged in counts 1
4 and 2.

5 35. Respondent's conduct in committing the violations alleged in counts 1 and 2
6 seriously adversely reflects on her fitness to practice law.

7 36. Respondent's conduct in committing the violations alleged in counts 1 and 2
8 caused actual injury to the unemployment compensation system.

9 37. Respondent's conduct in committing the violations alleged in counts 1 and 2
10 caused actual injury to the image of the legal profession.

11 **COUNT 1**

12 38. By knowingly giving false information and/or withholding material information
13 when filing her claims for unemployment compensation, and/or by obtaining unemployment
14 compensation to which she was not entitled, Respondent violated RPC 8.4(b) (by violating
15 RCW 50.36.010), RPC 8.4(c) and/or RPC 8.4(i).

16 **COUNT 2**

17 39. By providing false testimony in connection with a disciplinary matter, Respondent
18 violated RPC 8.1(a), RPC 8.4(b) (by violating RCW 9A.72 et seq.), RPC 8.4(c), and/or RPC
19 8.4(f) (by violating ELC 5.3(g)(5) and/or 5.5(d)).

20 **FACTS REGARDING COUNTS 3-9 (Jerrel Veira)**

21 40. In May 2014, Respondent agreed to serve as an escrow agent in a transaction
22 between Jerrel Veira, on behalf of JV Inc. / BV (JVI), and Doug Burch, on behalf of Lighthouse
23 Partners (Lighthouse).

1 41. In May 2014, Respondent signed an escrow agreement with Mr. Veira and Mr.
2 Burch.

3 42. Under the escrow agreement, Mr. Veira was to deposit \$300,000 in escrow while
4 Lighthouse secured a financing guarantee for JVI.

5 43. Under the escrow agreement, the financing guarantee was to be in the form of a
6 standby letter of credit through an acceptable financial institution.

7 44. Under the escrow agreement, all funds received in escrow were to be deposited in
8 a general trust account.

9 45. Respondent directed Mr. Veira to deposit the funds into Chase Bank account
10 XXXXX1001, a personal checking account belonging to Respondent.

11 46. Chase Bank account XXXXX1001 is not a trust account.

12 47. On May 12, 2014, Mr. Veira deposited \$50,000 via wire transfer into Chase Bank
13 account XXXXX1001.

14 48. On May 14, 2014, Mr. Veira deposited \$254,000 via wire transfer into Chase Bank
15 account XXXXX1001.

16 49. Under the escrow agreement, the funds were to be released only if Lighthouse
17 provided a financing guarantee through an acceptable financial institution.

18 50. Under the escrow agreement, once Lighthouse provided the financing guarantee,
19 \$300,000 was to be released to Lighthouse and \$4,000 was to be released to Respondent for her
20 fee.

21 51. Under the escrow agreement, "IF RECEIPT OF THE ESCROW PROPERTY
22 AND THE DISBURSEMENT OF FUNDS HAS NOT BEEN MADE BY THE SIXTH
23 BUSINESS DAY FOLLOWING RECEIPT OF THE ESCROW FUNDS, THE ESCROW

1 PROPERTY SHALL BE RETURNED TO THE PARTY WHO PROVIDED THE FUNDS OR
2 DOCUMENTS UPON REQUEST." (Capitalization in original.)

3 52. Under the escrow agreement, "All notices, requests, demands, and other
4 communications under this escrow shall be either in writing or sent by facsimile transmission
5 with written confirmation mailed."

6 53. Almost immediately upon receipt of the funds, with no financing guarantee in
7 place, Respondent began disbursing the funds to herself and others.

8 54. Respondent never sent Mr. Veira any written notice that she was disbursing the
9 funds held in escrow.

10 55. Lighthouse Partners never provided the financing guarantee from an institution
11 acceptable to Mr. Veira.

12 56. On June 9, 2014, Lighthouse Partners secured a financing guarantee from an
13 institution that Mr. Veira considered unacceptable.

14 57. By June 9, 2014, Respondent had disbursed all but \$200 of the \$304,000 she held
15 in escrow.

16 58. Respondent disbursed at least \$8000 to herself to which she was not entitled.

17 59. In June 2014, Mr. Veira began requesting that Respondent return the \$304,000 to
18 him.

19 60. Mr. Veira has made multiple requests to Respondent to return the \$304,000 to him.

20 61. Respondent has not returned the funds to Mr. Veira.

21 62. In October 2014, JVI filed an action for breach of contract and to compel
22 arbitration and interpleader in King County Superior Court against Respondent and Lighthouse.

23

1 J.V. INC., B.V., v. Lighthouse Partners, et ano, King County Superior Court Cause Number 14-
2 2-27880-2.

3 63. On November 26, 2014, the court ordered Respondent to deposit \$300,000 into the
4 court registry by December 2, 2014.

5 64. Respondent was aware of the court's November 26, 2014, order.

6 65. Respondent did not deposit the funds in the court registry.

7 66. Instead, Respondent made excuses for not depositing the funds, including that she
8 did not know how.

9 67. On January 16, 2015, the court found Respondent in contempt for her failure to
10 deposit the funds.

11 68. On February 2, 2015, the court issued an order to show cause for February 17,
12 2015, requiring Respondent to appear and show cause why a pre-judgment writ of attachment
13 should not issue.

14 69. Respondent was aware of the court's February 2, 2015, order.

15 70. On February 17, 2015, Respondent failed to appear and show cause why a pre-
16 judgment writ of attachment should not issue.

17 71. On February 17, 2015, the court issued a Writ of Attachment against Respondent's
18 Chase Bank account XXXXX1001.

19 72. On March 24, 2015, Jerrel Veira filed a grievance against Respondent.

20 73. On March 25, 2015, ODC sent Respondent a request for her response.

21 74. On May 3, 2015, Respondent sent ODC an e-mail stating that she had hired a
22 lawyer (but did not identify the lawyer) and requested contact information for Mr. Veira.
23 Respondent did not respond substantively to the grievance.

1 75. On May 6, 2015, ODC sent Respondent a "10-day letter" under ELC 5.3(h)
2 reminding her of her obligation to respond by May 19, 2015, and notifying her that her failure to
3 do so could result in a noncooperation deposition, discipline, and/or interim suspension.

4 76. Respondent did not respond.

5 77. On July 9, 2015, ODC issued a subpoena requiring that Respondent appear for a
6 deposition on July 15, 2015, and produce trust account records and bank statements for
7 operating and/or general bank accounts.

8 78. On July 15, 2015, ODC deposed Respondent.

9 79. Respondent did not bring any records for the account to the deposition as required
10 by the subpoena.

11 80. At the deposition, Respondent falsely testified that the escrow transaction had been
12 successfully completed.

13 81. At the deposition, Respondent falsely testified that she disbursed the money
14 pursuant to Mr. Burch's instructions.

15 82. At the deposition, Respondent falsely testified that Mr. Veira had approved the
16 financing guarantee in accordance with the escrow agreement

17 83. At the deposition, Respondent provided false explanations for the disbursement of
18 the funds.

19 84. At the deposition, Respondent agreed to provide certain documents by July 31,
20 2015.

21 85. Respondent did not provide those documents by July 31, 2015.

22 86. On August 3, 2015, ODC sent Respondent a Supplemental Request for Response,
23 requesting the same documents within thirty (30) days.

1 87. Respondent did not provide the requested documents.

2 88. On September 8, 2015, ODC sent Respondent a "10-day letter," reminding her of
3 her obligation to provide the requested documents by September 21, 2015, and notifying her
4 that her failure to do so could result in a noncooperation deposition, discipline, and/or interim
5 suspension.

6 89. Respondent did not provide the requested documents.

7 90. On September 24, 2015, ODC filed a Petition for Interim Suspension, requesting
8 that Respondent be suspended until she cooperated with the disciplinary investigation.

9 91. A show cause hearing on the Petition for Interim Suspension was set for October
10 29, 2015.

11 92. On October 22 and 23, 2015, Respondent provided ten documents in response to
12 the requests, as well as a declaration in which she stated that she had no additional responsive
13 documents.

14 93. The show cause hearing set for October 29, 2015, was stricken at the request of
15 ODC based on Respondent's submissions on October 22 and 23, 2015.

16 94. Despite ODC's requests for supporting documentation, Respondent never provided
17 documentation to support the claim that Mr. Veira approved the financing guarantee in
18 accordance with the escrow agreement.

19 95. Despite ODC's requests for supporting documentation, Respondent never provided
20 documentation to support her claim that the escrow transaction had been successfully
21 completed.

22 96. Despite ODC's requests for supporting documentation, Respondent never provided
23 documentation to support the disbursements of the escrow funds.

1 97. Respondent acted intentionally in committing the violations alleged in counts 3-9.

2 98. Respondent's conduct in committing the violations alleged in counts 3-7 caused
3 actual injury to Mr. Veira and/or JCInc. B.V.

4 99. Respondent's conduct in committing the violations alleged in counts 8-9 caused
5 actual injury to the lawyer discipline system.

6 100. Respondent's conduct in committing the violations alleged in counts 3-9 caused
7 actual injury to the image of the legal profession.

8 **COUNT 3**

9 101. By disbursing the funds she held for Mr. Veira in escrow, including disbursing at
10 least \$8000 to herself, without authorization, Respondent violated RPC 8.4(b) (by violating
11 RCW 9A.56.030), RPC 8.4(c), RPC 8.4(i), RPC 1.15A(b), and/or RPC 1.15A(c).

12 **COUNT 4**

13 102. By commingling the escrow funds with her personal funds in her personal
14 checking account, Respondent violated RPC 1.15A(c).

15 **COUNT 5**

16 103. By failing to provide Ms. Veira with a written accounting after distribution of
17 property, Respondent violated RPC 1.15A(e).

18 **COUNT 6**

19 104. By failing to return the escrow funds to Mr. Veira, Respondent violated RPC
20 8.4(c), RPC 8.4(i), and/or RPC 1.15A(f).

21 **COUNT 7**

22 105. By knowingly and/or willfully disobeying court orders, Respondent violated RPC
23 3.4(c) and/or RPC 8.4(j).

1 114. On June 9, 2015, Mr. Ragussis deposited \$430,000 via wire transfer into Chase
2 Bank account XXXXX1808, a business account belonging to Respondent.

3 115. Chase Bank account XXXXX1808 is not a trust account.

4 116. Respondent did not issue a written acknowledgement of the receipt of Mr.
5 Ragussis's funds.

6 117. Mr. Jones did not obtain the additional funding from a third-party investor.

7 118. By the end of June, 2015, Respondent had disbursed the majority of the funds Mr.
8 Ragussis deposited with her.

9 119. By September 30, 2015, Respondent had disbursed almost all of the funds Mr.
10 Ragussis deposited with her.

11 120. Among the disbursements, Respondent withdrew a total of \$17,050 from the
12 account via checks made payable to her.

13 121. Among the disbursements, Respondent withdrew at least \$20,000 in the form of
14 ATM and debit card transactions for her living expenses.

15 122. Mr. Ragussis never authorized Respondent to disburse the funds.

16 123. Mr. Jones never authorized Respondent to disburse the funds.

17 124. Respondent never sent Mr. Ragussis any notice that she was disbursing the funds
18 she held on his behalf.

19 125. In July 2015, Mr. Ragussis began requesting that Respondent return his money.

20 126. Mr. Ragussis made multiple requests to Respondent to return his money.

21 127. Respondent did not return Mr. Ragussis's money.

22 128. On September 10, 2015, Mr. Ragussis filed a grievance against Respondent.
23

1 129. On September 14, 2015, ODC transmitted Mr. Ragussis's grievance to Respondent
2 and requested her preliminary written response.

3 130. Respondent did not respond to the request.

4 131. On September 16, 2015, ODC transmitted a Request for Response to Grievance to
5 Respondent and requested her written response to six specific questions, and requested certain
6 documentation.

7 132. Respondent did not respond to the request, or provide any documentation.

8 133. On October 7, 2015, ODC issued a subpoena duces tecum commanding
9 Respondent to appear for a deposition on October 26, 2015, and to bring certain records with
10 her.

11 134. On October 7, 2015, ODC investigator Brian McCarthy served the subpoena duces
12 tecum on Respondent personally.

13 135. On October 7, 2015, Respondent told Mr. McCarthy that the funds at issue in the
14 grievance belonged to Gary Jones and that she disbursed those funds in accordance with Mr.
15 Jones's instructions.

16 136. This statement is false.

17 137. Mr. Jones did not direct Respondent to disburse the funds.

18 138. On October 7, 2015, Respondent informed ODC investigator Brian McCarthy that
19 the funds were disbursed to Lighthouse Partners, to entities associated with Lighthouse Partners,
20 and to herself.

21 139. On October 16, 2015, Respondent sent an e-mail to ODC in which she stated that
22 she knew that "today is the 30 due date for my response" and that she would send it on Monday.

23 140. Respondent did not provide a response the following Monday.

1 141. On October 20, 2015, ODC sent Respondent a "10-day letter," reminding her of
2 the obligation to provide the requested documents by November 2, 2015, and notifying her that
3 her failure to do so could result in her being deposed, disciplined, and subject to interim
4 suspension.

5 142. On October 26, 2015, Respondent failed to appear for the deposition.

6 143. On October 28, 2015, Respondent sent an e-mail to ODC in which she stated: "I
7 will get my response out tomorrow no later than Friday hopefully. I am been really [sic] these
8 few weeks and can't kick it. Just letting you know."

9 144. On November 2, 2015, Respondent provided her written response.

10 145. In her response, Respondent denied any involvement in the transaction.

11 146. In her response, Respondent stated that her signature on the escrow agreement was
12 forged.

13 147. In her response, Respondent denied receiving any funds sent on behalf of Atomic
14 Features.

15 148. These statements are false.

16 149. Respondent has not provided a client file or the billing/trust records as requested.

17 150. Respondent acted intentionally in committing the violations alleged in counts 10-
18 15.

19 151. Respondent's conduct in committing the violations alleged in counts 10-13 caused
20 actual injury to Mr. Ragussis and/or Atomic Features.

21 152. Respondent's conduct in committing the violations alleged in counts 14-15 caused
22 actual injury to the lawyer discipline system.

23

1 153. Respondent's conduct in committing the violations alleged in counts 10-15 caused
2 actual injury to the image of the legal profession.

3 **COUNT 10**

4 154. By disbursing the funds she held for Mr. Ragussis in escrow, including disbursing
5 at least \$17,0505 to herself, without authorization, Respondent violated RPC 8.4(b) (by
6 violating RCW 9A.56.030), RPC 8.4(c), RPC 8.4(i), RPC 1.15A(b) and/or RPC 1.15A(c).

7 **COUNT 11**

8 155. By failing to deposit the funds received from Mr. Ragussis into a trust account and
9 instead comingling them with her own in her business account, Respondent violated RPC
10 1.15A(c).

11 **COUNT 12**

12 156. By failing to provide Mr. Ragussis with a written accounting when she disbursed
13 the funds she held for him from escrow, Respondent violated RPC 1.15A(e).

14 **COUNT 13**

15 157. By failing to return the escrow funds to Mr. Ragussis, Respondent violated RPC
16 8.4(c), RPC 8.4(i), and/or RPC 1.15A(f).

17 **COUNT 14**

18 158. By failing to promptly comply with an inquiry, request, and/or investigatory
19 subpoena, Respondent violated RPC 8.4(f), ELC 5.3(f), ELC 5.3(g), and/or ELC 5.5(d).


20 **COUNT 15**

21 159. By providing false information in response to an inquiry, request, and/or
22 investigatory subpoena, Respondent violated RPC 8.4(f), ELC 5.3(f), ELC 5.3(g), and/or ELC
23 5.5(d).

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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.

Dated this 7th day of July, 2016.


Sachia Stonefeld Powell, Bar No. 21166
Disciplinary Counsel