

C L I E N T P R O T E C T I O N F U N D



Trustees' Annual Report: Fiscal Year 2023

LAWYERS' INDEMNITY FUND EST. 1960 • CLIENT PROTECTION FUND EST. 1994



WASHINGTON STATE BAR ASSOCIATION
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PURPOSE OF THE CLIENT PROTECTION FUND

“The purpose of this rule is to create a Client Protection Fund, to be maintained and administered as a trust by the Washington State Bar Association (WSBA), in order to promote public confidence in the administration of justice and the integrity of the legal profession. [...] Funds accruing and appropriated to the Fund may be used for the purpose of relieving or mitigating a pecuniary loss sustained by any person by reason of the dishonesty of, or failure to account for money or property entrusted to, any member of the WSBA as a result of or directly related to the member's practice of law (as defined in GR 24), or while acting as a fiduciary in a matter directly related to the member's practice of law. Such funds may also, through the Fund, be used to relieve or mitigate like losses sustained by persons by reason of similar acts of an individual who was at one time a member of the WSBA but who was at the time of the act complained of under a court ordered suspension.”

Admission and Practice Rules 15(a) and (b).

WASHINGTON STATE BAR ASSOCIATION
CLIENT PROTECTION FUND, FISCAL YEAR 2023

FY 2023 TRUSTEES	
Daniel Clark, President	Yakima
Hunter Abell, President-elect	Seattle
Hon. Brian Tollefson, Ret., Immediate Past-President	Tacoma
Francis Adewale	Spokane
Sunitha Anjilvel	Redmond
Lauren Boyd	Vancouver
Jordan Couch	University Place
Matthew Dresden	Seattle
Kevin Fay	Bellevue
Erik Kaeding	Kent
Nam Nguyen	Olympia
Kari Petrasek	Mukilteo
Brett Purtzer	Tacoma
Mary Rathbone	Ephrata
Serena Sayani	Seattle
Alec Stephens	Seattle
Brent Williams-Ruth	Federal Way

FY 2023 CLIENT PROTECTION BOARD	
Carrie Umland, Chair	University Place
Joanne Abelson	Mercer Island
Luis Beltrán	Tacoma
Andrew Benjamin	Seattle
Carla Higginson	Friday Harbor
Efrem Krisher	Bellevue
Dana Laverty	Covington
Sarah Moen	Seattle
Mark Stiefel	Kirkland
Page Ulrey	Seattle
Danielle Wright	Tacoma
Ruthanna Walker	Renton
Mackenzie Bretz	Bothell

WSBA STAFF TO THE CLIENT PROTECTION BOARD

Nicole Gustine	Assistant General Counsel; CPF Liaison/Secretary
Brenda Jackson	CPF Specialist

WASHINGTON STATE BAR ASSOCIATION
CLIENT PROTECTION FUND, FISCAL YEAR 2023

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I. HISTORY AND ESTABLISHMENT OF THE CLIENT PROTECTION FUND

Washington is fortunate to have a history of maintaining a stable Client Protection Fund (CPF) that is strongly supported by the Washington Supreme Court and the Washington State Bar Association (WSBA). Washington was one of the first states to establish what was then called a Lawyers' Indemnity Fund in 1960. Since that time, WSBA members have compensated victims of the few dishonest members who have misappropriated or failed to account for client funds or property.

The current CPF was established by the Washington Supreme Court in 1994 at the request of the WSBA by the adoption of [Rule 15](#) of the Admission to Practice Rules (APR), now called the Admission and Practice Rules. Prior to the adoption of that rule, the WSBA had voluntarily maintained a clients' security or indemnity fund out of the Bar's general fund. Similar funds are maintained in every jurisdiction in the United States, as well as Canada, Australia, New Zealand, and other countries.

The CPF helps accomplish important goals shared by the Court and the WSBA – client protection, public confidence in the administration of justice, and maintaining the integrity of the legal profession. Under APR 15, CPF payments are gifts, not entitlements. An annual assessment from certain members licensed in Washington finances all CPF gifts. Gifts are not financed by public funds.

On January 8, 2021, the Court approved the WSBA Board of Governor's (BOG's) recommendation to reduce the CPF assessment from \$25 to \$20, effective January 1, 2022, for the calendar years 2022 and 2023. On November 21, 2022, the Court approved the BOG's recommendation to reduce the CPF assessment for the 2024 calendar year from \$20 to \$15. On January 4, 2024, the Court approved the BOG's recommendation to increase the CPF assessment for the 2025 calendar year from \$15 to \$20.

Currently, WSBA lawyers on active status, lawyers with *pro hac vice* admissions, in-house counsel, house counsel, foreign law consultants, and Limited Licensed Legal Technicians (LLLTs) pay an annual assessment to the Fund. The following chart shows the experience of the past 10 years.

Client Protection Fund Applications 2014-2023

Fiscal Year	# Of Members ¹	# Of Members With Approved Applications	# Of Applications Received	# Of Applications Approved	Gifts Approved
2014	31,495	14	141	44	\$337,160
2015	31,335	20	79	59	\$495,218
2016	32,969	16	56	44	\$253,228
2017	33,357	19	72	47	\$439,273
2018	33,858	18	119	46	\$926,434
2019	34,388	18	61	48	\$419,488
2020	34,905	16	57	33	\$586,266
2021	34,839	18	107	29	\$491,737
2022	33,121	13	49	33	\$587,815
2023	33,383	14	41	42	\$342,424

¹ Through December 31, 2018, only lawyers on Active status, pro hac vice, in-house counsel, house counsel, and foreign law consultants paid the assessment. Effective January 1, 2019, Limited Licensed Legal Technicians (LLLTs), also paid the assessment.

II. FUND PROCEDURES

The CPF is governed by [Admission and Practice Rule \(APR\) 15](#) and [CPF \(APR 15\) Procedural Regulations](#) adopted by the Board of Governors and approved by the Supreme Court.

Administration: The members of the Board of Governors of the WSBA serve during their terms of office as Trustees for the CPF. The Trustees appoint and oversee the Board, comprised of 11 lawyers and 2 community representatives. This Board has the authorization to consider all CPF claims, make CPF reports and recommendations to the Trustees, submit an annual report on Board activities to the Trustees, and make such other reports and publicize Board activities as the Court or the Trustees may deem advisable. Two WSBA staff members help the Board ensure the smooth functioning of its work. WSBA Client Protection Fund Analyst Brenda Jackson performs a wide variety of tasks to help members of the public and the Board in the processing and analyzing of CPF claims. WSBA Assistant General Counsel Nicole Gustine acts as WSBA staff liaison to the Board, provides legal advice to the Board, and serves as Secretary to the Board.

Application: Clients of WSBA members that allege a dishonest taking of, or failure to account for, funds or property by a WSBA member, in connection with that member's practice of law, can apply for a gift from the CPF. To be eligible, clients must file a disciplinary grievance against the member, unless the member has resigned in lieu of discipline; is disbarred, or deceased. Because most applications involve members who are the subject of disciplinary grievances and proceedings, action on Fund applications normally awaits resolution of the disciplinary process.² This means that most applicants wait for the discipline process to be complete before the Board reviews their application. However, to increase efficiency the application process, application review is in the order that an applicant filed their grievance (if applicable). Otherwise, an application is processed and reviewed in the order of receipt.

Eligibility: To be eligible for payment, an applicant must show by a clear preponderance of the evidence that he or she has suffered a loss of money or property through the dishonest acts of, or failure to account by, a WSBA member. Dishonesty includes, in addition to theft, embezzlement, and conversion, the refusal to return unearned fees as required by Rule 1.16 of the Rules of Professional Conduct.

² APR 15 Regulation 6(h). In addition, Rule 3.4(i) of the Rules for Enforcement of Lawyer Conduct provides that otherwise confidential information obtained during the course of a disciplinary investigation may be released to the Client Protection Fund concerning applications pending before it. Such information is to be treated as confidential by the Board and Trustees.

The Fund is not available to compensate for member malpractice or professional negligence. It also cannot compensate for loan, investment, or other business transactions unrelated to the member's practice of law.

When an application is received, it is initially reviewed to determine whether it appears eligible for recovery from the Fund. If the application is ineligible on its face, the applicant is advised of the reasons for its ineligibility. If the application passes the initial intake process and appears potentially eligible for payment, Fund staff investigates the application. When the application is ripe for consideration by the Board, a report and recommendation is prepared by Fund staff.

Board and Trustee Review: On applications for less than \$25,000, or where the recommendation for payment is less than \$25,000, the Board's decision is final. Board recommendations on applications where the applicant seeks more than \$25,000, or where the Board recommends payment of more than \$25,000 or involving payment of more than \$25,000 be made to applicants regarding any one licensed legal professional, are reviewed by the Trustees.

The maximum gift amount is \$150,000. There is no limit on the aggregate amount that may be paid on claims regarding a single member. Any payments from the Fund are gifts and are at the sole discretion of the Fund Board and Trustees.

Legal Fees: Members may not charge a fee for assisting with an application to the Fund, except with the consent and approval of the Trustees.

Assignment of Rights and Restitution: As part of accepting a gift from the Fund, applicants are required to sign a subrogation agreement for the gift. The Fund attempts to recover its payments from the members or former members on whose behalf gifts are made, when possible; however, recovery is generally successful only when it is a condition of a criminal sentencing, or when a member petitions for reinstatement to the Bar after disbarment.³ To date, the Fund (and its predecessors) has recovered approximately \$589,389.

Difficult Claims: One of the more difficult claim areas for the Board and Trustees involves fees paid to a member for which questionable service was performed. The Board is not in a position to evaluate the quality of services provided, or to determine whether the fee charged was reasonable, therefore, an application can generally be denied as a fee dispute. (The denial may also include other bases, such as malpractice or negligence.) However, where it appears that there is a pattern of conduct which establishes that a member knew or should have known at the time the member accepted fees from a client that the member would be unable to perform the service for which he or she was employed, or the member simply performs no service of value to the client, and does not return unearned fees, the Board has concluded that such conduct may be either dishonesty or failure to account within the context of the purposes of the Fund, and will consider such applications. Similarly, if a member withdraws from representing a client or abandons a client's case without refunding any unearned fee, the Board may conclude that the

³ Admission and Practice Rule 25.1(d) provides that no disbarred lawyer may petition for reinstatement until amounts paid by the Fund to indemnify against losses caused by the conduct of the disbarred lawyer have been repaid to the Fund, or a payment agreement has been reached.

member has engaged in dishonest conduct or has failed to account for client funds.

Another difficult claim area concerns loans or investments made to or through members. In instances where there is an existing client/LLP relationship through which the member learns of his or her client's financial information, persuades the client to loan money or to invest with the member without complying with the disclosure and other requirements of RPC 1.8,⁴ and does not return the client's funds as agreed, the Board may consider that a dishonest act for purposes of the Fund.

⁴ In relevant part, RPC 1.8 provides:

- (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:
 - (1) the transaction and terms on which the member acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;
 - (2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and
 - (3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.
- (b) A member shall not use information relating to representation of a client to the disadvantage of the client unless the client gives informed consent, except as permitted or required by these Rules.

III. FINANCES

The Fund is financed by an assessment as described above. The Fund is maintained as a trust, separate from other funds of the WSBA. In addition, interest on those funds accrues to the Fund, and any restitution paid by members is added to the Fund balance. The Fund is self-sustaining; administrative costs of the Fund, such as Board expenses and WSBA staff support, are paid from the Fund.

Year	Pending applications at start of fiscal year:	Fund beginning balance ⁵	Fund revenues received	Board expenses and overhead ⁶	Restitution received	Gifts recognized for payment
FY 2014	\$1,814,266	\$1,213,602	\$949,965	\$70,196	\$3,668	\$339,161
FY 2015	\$1,229,864	\$1,746,010	\$990,037	\$90,315	\$3,703	\$490,357
FY 2016	\$13,203,653	\$2,144,289	\$1,001,198	\$129,553	\$2,970	\$371,452 ⁷
FY 2017	\$1,463,914	\$2,646,222	\$1,024,954	\$113,672	\$3,709	\$318,584
FY 2018	\$2,045,175	\$3,242,299	\$1,040,498	\$166,969	\$28,255	\$917,051 ⁸
FY 2019	\$3,206,880	\$3,227,988	\$1,110,963	\$146,618	\$8,347	\$379,818
FY 2020	\$3,342,227	\$3,816,143	\$1,099,237	\$141,514	\$15,351	\$591,449 ⁹
FY 2021	\$4,690,958	\$4,193,130	\$368,170	\$151,055	\$137,971	\$499,637
FY 2022	\$4,252,961	\$4,046,246	\$740,321	\$162,100	\$8,906	\$587,815
FY 2023	1,583,389.85	4,063,501	\$961,358	\$173,059	\$9,177	\$342,424

⁵ It is important for the Fund to maintain a sufficient balance to meet anticipated future needs. It is impossible to predict from year to year how many meritorious claims injured applicants will make.

⁶ Board expenses and overhead include WSBA staff time to administer the Fund, including processing of applications, helping members of the public, investigating claims, and making recommendations to the Board.

⁷ The amount of gifts recognized in the FY 2016 financial statements overstates by \$115,000 due to a duplicate recording of approved gifts, correct in FY 2017. This explains the substantial difference between the amounts listed for FY 2016 and FY 2017 under this column as compared with the “Gifts Approved” column on page 2.

⁸ The amount of gifts recognized in the FY 2018 financial statements understates by \$9,383 due to unclaimed CPF gifts that expired in FY 2018.

⁹ The amount of gifts recognized in the FY 2020 financial statements overstates by \$5,183, due to interest owed to an applicant and a payment voided in FY 2021. This explains the difference between the amounts listed for FY 2020 under this column as compared with the “Gifts Approved” column on page 2.

IV. BOARD AND TRUSTEE MEETINGS AND ACTIVITIES

Board: The Client Protection Board met four times this past fiscal year: November 7, 2022; February 6, 2023; May 1, 2023, and August 7, 2023. The Board considered 71 applications to the Fund involving 33 members and approved 42 applications involving 14 members.

Fund Trustees: The Trustees reviewed the Board's recommendations on applications for more than \$25,000, or for payment of more than \$25,000, and approved the 2023 Annual Report for submission to the Supreme Court pursuant to APR 15(g).

Public Information: The Client Protection Fund maintains a website at: <https://www.wsba.org/Legal-Community/Committees-Boards-and-Other-Groups/client-protection-board> that provides information about the Fund, its procedures, and a downloadable application form.

V. APPLICATIONS AND PAYMENTS

At the beginning of FY 2023, there were 138 pending applications to the Fund. During FY 2023, the Fund received 41 additional applications. The Board and Trustees acted on 71 applications concerning 33 lawyers and approved 42 applications concerning 14 lawyers. The total amount in approved payments is \$342,424. Shown below is a summary of Board and Trustee actions.

Applications Pending as of October 1, 2023	138¹⁰
Applications Received During FY 2023	41
Applications Acted Upon by Board and Trustees	71
Applications Carried Over to FY 2024	108

Applications Approved for Payment in FY 2023	42
Applications approved for payment arose from the member's dishonest acts such as theft or conversion, failure to return or account for unearned legal fees, and investments or loans with members.	

Applications Denied in FY 2023	29
Application denials are for reasons such as fee disputes, no evidence of dishonesty, alleged malpractice, restitution already paid in full, no attorney client relationship, and other reasons.	

¹⁰ Applications received or pending are still in investigation, not yet ripe, or temporarily stayed. All approved applications receive initial payments of up to \$5,000, with the balance reserved for possible proration against 75% of the Fund balance at fiscal year-end.

APPROVED APPLICATIONS

ATTORNEY	Number of Applications Approved	Dollar Amount of Applications Approved	Page Number
Corey, Barbara, WSBA #11778	1	\$1,8000	10
Cox, Kenneth, WSBA #35650	1	\$78,265	10
Hoff, Glen, WSBA #24645	3	\$13,623	11
Jakeman, David, WSBA #39332	15	\$66,975	11
Lopez, Cassandra, WSBA #34318	1	\$16,000	15
Lowe, Aaron, WSBA #15120	1	\$5,000	16
Lyons, Deborah, WSBA #15630	1	\$2,500	16
Moote, Peter, WSBA #6098	1	\$13,556	17
Pierce, Rodney, WSBA #5317	1	\$4,000	17
Snyder, Mara, WSBA #43474	12	\$35,080	17
Spencer, Merwin, WSBA #41162	1	\$12,850	20
Wade, Robert, WSBA #33679	1	\$2,000	21
Warren, Henry, WSBA #30360	1	\$61,575	21
Weber, Matthew, WSBA #31308	2	\$13,000	22
	TOTAL:	\$342,424	

The following summarizes the gifts and recommendations made by the Board:

COREY, BARBARA, WSBA #11778 – DECEASED

APPLICANT: 21-009 – Decision: \$18,000

In March 2019, Applicant hired Corey to represent him on an appeal in a criminal matter, paying \$18,000. Throughout the representation, communication with Corey was inconsistent. Applicant, who is incarcerated, would have his mother, communicate with Corey through email. Applicant's mother made several attempts to email Corey to schedule calls for Applicant and Corey. The calls would often be rescheduled or canceled. Applicant eventually learned that Corey was having health complications and unable to perform work. Corey passed away on June 7, 2021. Corey never filed anything on Applicant's appeal.

The Board approved a gift of \$18,000.

COX, KENNETH, #35650 – DECEASED

APPLICANT: 22-019 – Decision: \$78,265.21

In July 2008, Cox took over Charles Shoemaker's representation of Applicant in an estate matter that originated in July 2007. Applicant originally hired Shoemaker to do the probate for his Mother's estate. On July 25, 2007, Department of Social and Health Services (DSHS), filed a Creditor's Claim against the Mother's estate for \$139,786.48. Applicant sold a 1968 Toyota Corolla and his mother's home for proceeds totaling \$86,137.97, which were deposited into Shoemaker's trust account. In July 2008, Shoemaker retired, and Cox took over his practice. In a letter dated November 11, 2008, Cox wrote to DSHS Estate Recovery Unit, to request a reduction in claim and listed an estate balance of \$85,515.21 he held in trust and the expenses that had been incurred by Applicant in connection with the administration of the estate. Thereafter, it became difficult for Applicant to communicate with Cox. Applicant made unsuccessful attempts to reach Cox. On June 30, 2011, Cox passed away and soon after, Applicant started experiencing health problems. When Applicant recovered, his wife began to experience health problems. In August 2021, Applicant sought counsel to find out what he could do to recover the estate funds. New Counsel discovered that Cox had embezzled funds from his trust account prior to his death. New Counsel contacted DSHS, made them aware of the circumstances, and informed them of Applicant's claim to the Client Protection Fund. DSHS withdrew their creditor's claim against Applicant's Mother's estate. After deducting Cox's earned fee of \$7,250, the balance of the estate would be \$78,265.21. This application was time-barred. However, Applicant was unaware of the Client Protection Fund until he met WSBA members who previously assisted applicants with their claims to the Fund.

The Board approved a gift of \$78,265.21.

HOFF, GLEN, #24645 – DECEASED

APPLICANT: 21-011 – Decision: \$4,623

In November 2020, Applicant hired Hoff to represent him in a criminal matter, paying \$6,900. Thereafter, during the pandemic, Hoff became ill and was in and out of the hospital. Hoff became too ill to perform any work of value on Applicant's case. Hoff passed away, on June 4, 2021.

The Board approved a gift of \$4,623.

APPLICANT: 21-106 – Decision: \$6,000

In March 2020, Applicant hired Hoff to represent him in a criminal matter, paying \$6,000. During the pandemic, Hoff became ill and was in and out of the hospital. Hoff became too ill to perform any work of value on Applicant's case. Hoff passed away, on June 4, 2021. Applicant hired new counsel, who found no work of value when he took on Applicant's case. Hoff had only filed a notice of appearance, and then obtained nine agreed continuances.

The Board approved a gift of \$6,000.

APPLICANT: 22-049 – Decision: \$3,000

In March 2020, Applicant hired Hoff to represent him in a criminal matter, paying \$3,000. On June 27, 2021, Applicant learned that Hoff passed away when he saw his obituary in the Skagit Valley Herald. Hoff became ill during the pandemic and passed away on June 4, 2021. Applicant hired new counsel. According to new counsel, Hoff appeared in court for continuances, but no other work was done.

The Board approved a gift of \$3,000.

JAKEMAN, DAVID, #39332 – RESIGNED IN LIEU OF DISCIPLINE

APPLICANT: 21-000 – Decision: \$5,775

In July 2019, Applicant hired Jakeman to represent her in an immigration matter, paying a total of \$6,200. Jakeman performed little to no work. Though he appeared at her first hearing, thereafter, he was a no show. At her second court appearance, the judge informed Applicant that her case would be dismissed if Jakeman failed to appear. In or around November of 2020, Applicant was contacted by a former Associate of Beacon Immigration, to inform her of Beacon Immigration's closure. The former Beacon Immigration Associate had become an Associate at Clearwater Law Group (CWLG) and was assigned to be custodian over the Beacon Immigration client files. Applicant hired CWLG as new counsel. CWLG obtained a new hearing date. Jakeman never returned the unearned fees.

The Board approved a gift of \$5,775.

APPLICANT: 21-001 – Decision: \$3,000

Between October 2014 and July 2020, Applicant hired Jakeman to represent her in an immigration matter, paying \$4,500. Applicant's matter included representation for work permit renewals and an asylum application. When Applicant received notice of Beacon Immigration's closure, she hired Clearwater Law Group (CWLG). According to CWLG, Jakeman did the work permit renewals, but his office closed prior to performing the work for Applicant's master hearing. CWLG completed the Master Hearing.

The Board approved a gift of \$3,000.

APPLICANT: 21-003 – Decision: \$3,300

In February 2017, Applicant hired Jakeman to represent him in obtaining his United States (U.S.) Citizenship, paying \$3,300. Applicant also paid \$500.00 for an FBI Records Check. The FBI Records Check did not exhibit Applicant's previous entries into the U.S. Jakeman advised Applicant to only disclose of his first entry, so that he could be eligible to become a lawful permanent U.S. resident. Applicant went through the immigration medical examination, incurring an additional cost of \$1,000. Upon learning of Beacon Immigration's closure, Applicant found that Jakeman never filed the applications and did not send in the medical exam. Jakeman performed no work of value and did not return the unearned fees. The \$1,000 cost for the medical examination is not eligible for compensation from the Fund.

The Board approved a gift of \$3,300.

APPLICANT: 21-004 – Decision: \$1,500

In October 2017, Applicant hired Jakeman to represent him in an immigration matter, paying \$3,000. Applicant estimated that Jakeman had performed half the work on his case before he filed bankruptcy and closed his offices. However, according to Applicant's new counsel, Jakeman was to complete the provisional unlawful presence waiver and immigrant visa processing at the U.S. Embassy in Guatemala. The waiver was completed but the visa processing was not. The immigrant visa process entails filing an electronic application with the U.S. Department of State (DoS) and then submitting the supporting documentation to the National Visa Center, where the DoS reviews the information before sending the completed application to the U.S. Embassy where the visa is issued. Jakeman filed the DS-260 and then failed to submit the complete evidence. The DS-260 will need to be re-filed, correctly before Applicant can be prepared for the immigrant visa interview.

The Board approved a gift of \$1,500.

APPLICANT: 21-014 – Decision: \$4,000

In October 2017, Applicant hired Jakeman to represent him in an immigration matter, paying \$6,000. Jakeman filed the initial forms in Applicant's case and thereafter became difficult to contact. Applicant had a court hearing set for September 2, 2020. Applicant did not prepare for the hearing, as Jakeman was not responding to communication. Due to the pandemic, the hearing was rescheduled. Applicant received a letter from Jakeman informing him of his bankruptcy, office closure, withdrawal from representation, and that he could not provide a

refund of unearned fees. Applicant hired new counsel, who discovered that Jakeman performed no work of value in Applicant's matter.

The Board approved a gift of \$4,000.

APPLICANT: 21-024 – Decision: \$7,000

In January 2018, Applicant hired Jakeman to represent her in an immigration court proceeding, paying \$7,000. Applicant states that Jakeman never performed any work on her case. When Applicant received the notice of Beacon Immigration's closure and bankruptcy, she hired new counsel to assist her with filing a Client Protection Fund claim. New counsel wrote a demand letter to Jakeman requesting a copy of the client file and return of the \$7,000 fee. Jakeman's response exhibited that he did not perform any work on Applicant's case.

The Board approved a gift of \$7,000.

APPLICANT: 21-026 – Decision: \$4,000

In August 2018, Applicant hired Jakeman to represent her in an immigration matter, paying \$8,000. Applicant had been detained at Northwest Detention Center and her husband was seeking representation to get Applicant's bond. After signing a representation agreement with Jakeman, it became difficult to communicate with Jakeman. On August 30, 2018, Applicant was able to obtain bond without representation. Jakeman did not appear at any of Applicant's hearing dates. Due to COVID, Applicant's last two hearing dates were rescheduled. Jakeman completed the preparation and filing of the EOIR-42B application with USCIS for biometrics and purpose. On February 2, 2021, Applicant filed a WSBA grievance after learning of Beacon Immigration's closure.

The Board approved a gift of \$4,000.

APPLICANT: 21-029 – Decision: \$10,000

In July 2018, Applicant hired Jakeman to represent him in an immigration matter, paying a total of \$10,500. In October 2020, Applicant received notification of Jakeman's office closure. Applicant alleges that Jakeman did not complete the cases for which he was hired. In December 2020, Applicant hired Clear Water Law Group (CWLK), paying \$2,000, for representation for asylum procedure and to terminate proceedings with the court, as well as an Adjustment of Status (AOS) (245a). CWLK assisted in gathering the necessary evidence to file an AOS with USCIS while Applicant's removal case was still pending. While the AOS was being processed, Applicant did not receive a hearing notice before the immigration judge and continued the process until Applicant was able to obtain his residency. After obtaining residency CWLK filed a motion to terminate proceedings with Immigration Court to dismiss his case as he had become a lawful permanent resident through his wife, a United States Citizen.

The Board approved a gift of \$10,000.

APPLICANT: 21-059 – Decision: \$5,000

In August 2018, Applicant hired Jakeman to represent her in an immigration matter paying \$8,000. On November 2, 2020, Applicant was informed of Beacon Immigration's closure and

bankruptcy and that she needed to seek new representation. Applicant was in the middle of her immigration matter with her next court date set for April 2021. Applicant filed a WSBA Grievance. Jakeman responded to the grievance, stating that he no longer had access to his case management system. However, it appears that Applicant's case had been handled properly and that her application for cancellation of removal was completed and filed. Jakeman stated that the only remaining task in Applicant case was to prepare and attend the ICH. While granting that a refund of \$2,000 would be appropriate, he did not have the funds to make a refund.

The Board approved a gift of \$5,000.

APPLICANT: 21-087 – Decision: \$5,300

In March 2019, Applicant hired Jakeman to represent her in an immigration matter, paying \$7,000. Applicant states that Jakeman completed the work to get her I-130 approved. Thereafter, she did not hear from him again. Applicant's application lacked documentation of her full payment.

The Board approve a gift of \$5,300.

APPLICANT: 21-089 – Decision: \$2,000

In January 2020, Applicant hired Jakeman to represent him in an immigration matter, paying \$2,000. Applicant met with Jakeman's assistant to provide documentation and sign a fee agreement. In January 2021, Applicant received a letter from Chelan Crutcher-Herrejon, informing him that Jakeman had filed bankruptcy and closed his office. Crutcher-Herrejon was a custodian working to return client files to Jakeman's former clients. During this time, Applicant learned that Jakeman never performed any work on his case, as there were no records of any documentation being filed in Applicant's immigration matter.

The Board approved a gift of \$2,000.

APPLICANT: 21-103 – Decision: \$5,500

In June 2018, Applicant hired Jakeman to represent him in an immigration matter, paying \$5,500. Jakeman filed the immigration residency applications and thereafter, it became difficult for Applicant to contact him. The pandemic started and Applicant never heard from Jakeman again. Applicant went to Beacon Immigration to discuss his upcoming hearing with Jakeman and discovered that Beacon Immigration was closed and had been replaced by Clearwater Law Group (CWLG). Applicant spoke with a former Beacon Immigration Associate, who worked for CWLG. CWLG provided Applicant with his client file from Beacon Immigration and told him that he would represent him for \$1,000. Applicant did not have the money, as he had already paid Jakeman for representation. Applicant attended his immigration hearing and handled the remainder of his case Pro Se, because he couldn't afford new counsel.

The Board approved a gift of \$5,500.

APPLICANT: 21-105 – Decision: \$6,000

In February 2019, Applicant hired Jakeman to represent him in an immigration matter, paying a total of \$8,000 for a petition for a court bond, removal proceedings, and a U-Visa. Jakeman

performed some work of value, but he did not complete Applicant's case prior to his office closure. In October 2020, Applicant learned of Beacon Immigration's closure. He was contacted by an Associate at Clearwater Law Group (CWLG); who is also a former associate of Beacon Immigration. Applicant hired the CWLG to continue his case. According to CWLG, Jakeman completed the bond hearing, but he did not complete the removal proceedings; there was still \$6,000 worth of work that remained to be complete when Beacon Immigration closed.

The Board approved a gift of \$6,000.

APPLICANT: 22-003 – Decision: \$3,200

In March 2016, Applicant hired Jakeman to represent her in an immigration matter, paying a total of \$8,000. In October 2020, Jakeman's office closed, leaving Applicant without representation. Jakeman did not complete her case and did not refund the unearned fees. In December 2020, Applicant hired Clearwater Law Group (CWLG), paying \$3,000, for asylum representation and to appear in individual hearings for four applicants. The outcome was unfavorable. Applicant hired an attorney to file an appeal with the Board of Immigration Appeals.

The Board approved a gift of \$3,200.

APPLICANT: 22-047 – Decision: \$1,600

In June 2020, Applicant hired Jakeman to represent her in an immigration matter, paying \$1,600. Applicant claims that after she paid Jakeman, he did not perform any work on her case. Applicant hired new counsel, who stated that his office did the consular processing, the portion of an immigrant visa case overseen by the U.S. Department of State after USCIS approves the I-130 Petition. Per new counsel, when he contracts with clients for an entire immigrant visa case, he considers the consular processing to be roughly two-thirds of the representation for the purposes of his flat fee agreement. However, if a client dies or otherwise terminates representation prior to that phase, he considers it only one-third of the fee to have been earned. Therefore, Beacon either never completed any of the consular processing on the Consular Electronic Application Center or they allowed it to expire. The website indicates that the application is incomplete.

The Board approved a gift of \$1,600.

LOPEZ, CASSANDRA, #34318 – DECEASED

APPLICANT 22-025 – Decision: \$16,000

In February 2020, Applicant hired Lopez to represent him in a criminal matter, paying \$20,000. Lopez and other attorneys told Applicant that he would be charged after he had been arrested for probable cause. The case did not move forward. Thereafter, Lopez was campaigning to become a judge. During Lopez's campaign, she told Applicant that she would refer him to new counsel if she was elected. Lopez was elected, however, before she could refer Applicant to new

counsel she passed away. Applicant sought relief from the Fund, as he was unaware that he could seek recourse through Lopez's estate.

The Board approved a gift of \$16,000 (Applicant lacked proof of payment for \$4,000)

LOWE, AARON, #15120 – SUSPENDED

APPLICANT: 20-030 – Decision: \$5,000

In April 2019, Applicant hired Lowe to represent him in real property/land use matter against the City of Cusick (City) paying \$5,000. In January 2019, there was a flood of raw sewage on Applicant's property located in the City. Applicant reported the problem to the City and wanted the soil tested to determine if there was any negative impact. After Applicant hired Lowe, he expressed his concerns and how he wanted to have the spill cleaned up and the soil tested to determine the extent of the damage. The two discussed a plan of action for the case. Applicant was confident that Lowe would act on his behalf to resolve the issue. In June or July 2019, there was another sewage spill on Applicant's property, and he notified Lowe right away. An Environmental Health Specialist, responded to Applicant's report of the sewage spill, and tried to facilitate a resolution between Applicant and the City to minimize any public health hazards and to communicate with representatives of the City in addressing the spill. The Specialist also wanted to explore soil testing. Lowe advised Applicant not to allow the Specialist to test the soil without his presence or obtaining an independent test. Lowe told Applicant that he would arrange for the independent testing. Lowe spoke with the Specialist about the soil testing and told the Specialist that he would get back to her. The Specialist never heard from Lowe, so she did not pursue the testing. Lowe did not attend any of the meetings with the City, nor did he arrange for independent soil testing. In October 2019, Applicant requested that Lowe return the unearned fees, with no return response or refund. Applicant settled with the City *Pro Se*.

The Board approved a gift of \$5,000.

LYONS, DEBORAH, #15630 – DECEASED

APPLICANT: 21-013 – Decision: \$2,500

In July 2019, Applicant hired Lyons to represent him in a dissolution matter, paying \$3,000. Lyons passed away in January 2020, before she could perform any work in Applicant's matter. Applicant hired new counsel to complete his case.

The Board approved a gift of \$2,500.

MOOTE, PETER, #6098 – RESIGN IN LIEU OF DISCIPLINE

APPLICANT: 21-051 – Decision: \$13,555.75

In 2007, Applicant hired Moote to represent him in a Department of Labor and Industry (L&I) claim. In October 2001, Applicant was injured, when he fell from a platform at work. L&I allowed Applicant's workers' compensation claim and paid time-loss compensation through February 2006. In April 2007, L&I closed the claim awarding a total of \$20,323.47. The award was sent to Moote. Moote did not inform Applicant of the closing order or the award. Applicant returned to work, however, when his work-related injury worsened, he tried to contact Moote to reopen his claim. Moote never returned a response. In 2011, Applicant hired a new attorney to help him reopen his L&I claim. When the claim was reopened Applicant learned that Moote obtained a L&I settlement, on his behalf, earning the contingent fee of \$6,767.72, but never distributed the proceeds of \$13,555.75.

The Board approved a gift of \$13,555.75.

PIERCE, RODNEY, #5317 – DISABILITY INACTIVE

APPLICANT: 22-048 – Decision: \$4,000

In April 2021, Applicant hired Pierce to represent him in a family law matter, paying \$4,000. Thereafter, when meeting with Pierce, Applicant noticed that Pierce seemed confused about certain aspects of his case. Applicant had to assist Pierce when as he was unable to even operate his office equipment. Pierce's medical condition caused memory problems. As a result, Pierce believed that he fulfilled his retainer's worth of work, however, there was no work of value performed on the Applicant's matter.

The Board approved a gift of \$4,000.

SNYDER, MARA, #43474 – RESIGN IN LIEU OF DISCIPLINE

Applicant: 21-041 – Decision: \$1,044.50

In February 2020, Applicant hired Snyder to represent her in a family law matter, paying \$2,500. Throughout the representation Snyder performed well. However, in May 2021, Applicant received an email notification that Snyder abandoned her law practice along with an invoice listing the balance left in her trust account. According to Snyder's client ledger there was a trust account balance of \$1,044.50 in Applicant's case.

The Board approved a gift of \$1,044.50.

Applicant: 21-042 – Decision: \$5,300

In January 2021, Applicant hired Snyder to represent her in a family law matter paying \$5,000, and a non-refundable consultation fee of \$300. Months later, Applicant found that Snyder had not filed her case. On March 6, 2021, Applicant learned of Snyder's office closure. She tried to contact Snyder and found that her phone was disconnected, and her website was down. According to Snyder's client ledger there was a trust account balance of \$4,674.85 in Applicant's case. Snyder performed no work of value and never refunded the \$625.15 unearned fee.

The Board approved a gift of \$5,300.

Applicant: 21-043 – Decision: \$1,000.70

In July 2019, Applicant hired Snyder to represent him in a dissolution matter, paying \$4,824.85. Throughout the representation Snyder performed well. However, on April 11, 2021, Applicant received notification that Snyder abandoned her law practice. According to Snyder's client ledger there was a trust account balance of \$1,000.70 in Applicant's case.

The Board approved a gift of \$1,000.70.

Applicant: 21-044 – Decision: \$3,483

In September 2020, Applicant hired Snyder to represent her in family law matter paying \$5,000, and a non-refundable consultation fee of \$300. Thereafter, it became difficult for Applicant to contact Snyder. Applicant later learned that Snyder quit her law practice and closed her office. Applicant's divorce case was not complete. On March 25, 2021, Applicant filed a declaration to terminate Snyder from representation. According to Snyder's client ledger, there was a trust account balance of \$1,225.50. However, Applicant was not supposed to be charged for a \$150 filing fee, as the case was filed prior to Snyder's representation. Applicant never received a billing invoice for \$1,808. The last bill Applicant received listed a trust account balance of \$3,033.50 and the \$150 filing fee.

The Board approved a gift of \$3,483.

Applicant: 21-045 – Decision: \$946.45

In November 2019, Applicant hired Snyder to represent him in a family law matter paying a total of \$7,940.20, and a consultation fee of \$300. In June 2020, Snyder filed a modification, paying a \$56.00 filing fee. Throughout the course of the representation, Snyder's communication became inconsistent. Snyder missed meetings with opposing counsel which resulted in escalating litigation. Applicant was unclear about what work Snyder performed on his matter because he never received an invoice. According to Snyder's client ledger and final invoice, there was a trust account balance of \$946.45 in Applicant's case.

The Board approved a gift of \$946.45.

Applicant: 21-046 – Decision: \$1,056.50

In June 2018, Applicant hired Snyder to represent her in a family law matter, paying \$1,500. In March 2021, Applicant, discovered that Snyder abandoned her practice and did not provide a

refund for service not rendered. According to Snyder's client ledger there was a trust account balance of \$1,056.50 in Applicant's case.

The Board approved a gift of \$1,056.50.

Applicant: 21-047 – Decision: \$3,179.50

In July 2020, Applicant hired Snyder to represent her in a dissolution matter, paying \$5,000. In August 2020, Snyder filed Applicant's dissolution petition. However, Snyder subsequently cancelled or completely missed scheduled client meetings with Applicant. Applicant tried to contact Snyder by phone and email, with no return response. Applicant subsequently received a bill for \$120.00 for a meeting that Snyder had cancelled. According to Snyder's client ledger there was a trust account balance of \$2,879.50 in Applicant's case.

The Board approve a gift of \$3,179.50.

Applicant: 21-048 – Decision: \$1,800

In March 2020, Applicant hired Snyder to represent her in a family law matter paying \$5,000, and a consultation fee of \$300. Snyder successfully represented Applicant throughout 2020 by winning her case in December. In January 2021, Snyder requested that Applicant deposit more funds into her trust account, to complete the filing of her parenting plan. On February 10, 2021, Applicant paid \$1,800 to maintain a balance in the trust account. On March 13, 2021, Applicant learned of Snyder's office closure. According to Snyder's client ledger there was a trust account balance of \$1,800 in Applicant's case.

The Board approved a gift of \$1,800.

Applicant: 21-049 – Decision: \$1,739.85

In May 2019, Applicant hired Snyder to represent him in a family law matter, paying \$5,000. Throughout the representation Applicant states that Snyder represented him well. However, on February 25, 2021, Snyder failed to attend a meeting she had scheduled with Applicant. Applicant attempted to contact Snyder with no return response. On March 24, 2021, Applicant received an email which informed him of Snyder abandoning her law practice. According to Snyder's client ledger there was a trust account balance of \$1,739.85 in Applicant's case.

The Board approved a gift of \$1,739.85.

Applicant: 22-000 – Decision: \$1,631.35

In July 2020, Applicant hired Snyder to represent her in a family law matter, paying \$5,000. On February 17, 2021, Applicant received an invoice from Pacific Coast Family Law with a trust account balance of \$1,631.35. Applicant called, emailed, and left voicemails; Snyder did not respond. Snyder's voicemail was full, and her work cellphone was disconnected. Applicant contacted the Whatcom County Clerk's office inquiring about Snyder's status. Applicant was informed that Snyder had closed her practice. Although Snyder's Client Ledger lists a balance of

\$1,424.85, Applicant maintains that the correct balance is \$1,631.35, as there had been no further activity in her case after receiving the trust account statement. Snyder left Applicant's dissolution matter incomplete.

The Board approved a gift of \$1,631.35.

Applicant: 22-005 – Decision: \$5,300

In February 2021, Applicant hired Snyder to represent her in family law matter paying \$5,000, and a consultation fee of \$300. Thereafter, Snyder emailed Applicant financial documents for her to complete and return. Applicant completed the documents and mailed them back to Snyder's office. A week later Applicant called Snyder's office with no return response. Applicant never heard from Snyder again. Snyder's voicemail was full and later was disconnected. Emails became undeliverable. Applicant later learned of Snyder's office closure. According to Snyder's client ledger there was a trust account balance of \$4,850 in Applicant's case. However, Applicant states that Snyder claims to have created a file for \$150, but she never performed any work.

The Board approved a gift of \$5,300.

Applicant: 22-006 – Decision: \$8,598.50

In January 2019, Applicant hired Snyder to represent her in a dissolution matter, paying \$5,000. On November 4, 2019, in a meeting after the show cause hearing, Applicant paid Snyder an additional \$7,000 for trial. Snyder expected that the trial would be held in February 2020. Due to the pandemic, the trial was postponed as the tribal court was closed. In March 2021, Applicant received a letter and final invoice, informing her of Snyder's office closure. According to Applicant's final invoice, the balance left in Snyder's trust account was \$6,312. Applicant maintains that the correct balance is \$8,598.50, as little work of value was performed, after the payment she made of \$7,000 on November 4, 2019.

The Board approved a gift of \$8,598.50.

SPENCER, MERWIN, #41162 – DISBARRED

APPLICANT: 21-106 – Decision: \$12,850

In Fall 2019, Applicant hired Spencer to represent him in a criminal matter, paying a down payment of \$8,050. Spencer did not deposit the funds into a trust account and Spencer did not have Applicant sign a fee agreement. On November 15, 2019, Spencer filed a Notice of Appearance. Spencer met with Applicant once to discuss the case, attended the arraignment on November 15, 2019, and an omnibus hearing on January 10, 2020. Thereafter, Spencer performed no further work. On February 29, 2020, Applicant was arrested on a federal warrant and subsequently charged in federal court with possession and intent to distribute. On March 2, 2020, a federal public defender was appointed to represent Applicant and his state charges were added to the federal charges. Applicant asked Spencer to continue to represent him on the federal charges. Spencer agreed at an additional charge of \$17,000. Applicant made a down

payment of \$11,800, and Spencer did not have Applicant sign a fee agreement. Spencer did not deposit the funds into a trust account. Prior to filing a notice of appearance in Applicant's federal case, Spencer realized there was a conflict of interest and that he could not represent Applicant. Applicant requested that Spencer return the \$19,850 he had paid Spencer. Spencer only returned \$7,000. Applicant hired new counsel who wrote to Spencer requesting the return of the unearned fees. Spencer did not refund the fees.

The Board approved gift of \$12,850.

WADE, ROBERT, #33679 – DISABILITY INACTIVE

Applicant: 20-034 – Decision: \$2,000

In October 2013, Applicant hired Wade to represent him in a landlord/tenant matter, paying \$2,000 cash. Applicant suffered personal and property damage due to mold in a rental property. Throughout the course of Wade's representation, Applicant noticed Wade's inability to diligently represent him because he appeared to be inebriated and unfocused. Wade appeared late or missed scheduled meetings, prepared documents erroneously, and made misrepresentations about work he performed. Wade missed filing deadlines, resulting in continuation of court dates. He failed to appear in court, resulting in harm to Applicant's case, including sanctions. In September 2014, Wade became unreachable, and Applicant terminated representation. Applicant requested a refund of the \$2,000 unearned fee and his client file, which he never received. According to the King County Superior Court records, Wade conducted the initial filing of the case, thereafter, the documents listed were from the opposing party.

The Board approved gift of \$2,000.

WARREN, HENRY, #30360 – RESIGN IN LIEU OF DISCIPLINE

Applicant: 23-015 – Decision: \$61,575.08

In June 2019, Applicant hired Warren to represent him in a dissolution matter. Warren agreed to accept payment from the proceeds of the sale of Applicant's marital residence. During his dissolution, Applicant was incarcerated on an unrelated matter. In June 2019, the court ordered the proceeds from the sale of Applicant's marital home be deposited into the trust account of opposing counsel. In July 2019, Warren received a \$5,000 check as partial distribution of the sale. Warren told Applicant about the check and that it would be deposited into a trust account. However, instead of depositing the check into a trust account, Warren requested that opposing counsel re-issue a check made into his name, and subsequently converted the funds for his own use. In October 2019, Warren received a check from opposing counsel for \$67,666.34 made out to Applicant. This was the final distribution of the sale. Warren told Applicant about the check and that it would go into a trust account. Warren never deposited the check into a trust account.

In an invoice dated October 25, 2019, Warren charged Applicant \$9,250 in legal fees, \$659.50 in costs incurred in the dissolution matter, and deducted the \$5,000, leaving a balance of \$4,909.50. Warren later agreed to give Applicant a 15% discount on the legal fees. Warren told Applicant that he would deposit the check into a bank account under Schuetz's name and make expenditures on behalf of Applicant, due to his incarceration. Thereafter, Warren never deposited the funds into a trust account. Applicant began requesting an accounting of the funds. In February 2020, Warren requested that opposing counsel re-issue the \$67,666.34 check into his name. Warren opened a bank account in his own name and between February 2020 and February 2021, withdrew the funds and closed the account. After many failed attempts to get accounting of his funds, Applicant filed a WSBA grievance.

The Board approved gift of \$61,575.08

WEBER, MATTHEW, #31308 – DECEASED

APPLICANT: 22-016 – Decision: \$5,000

In March 2019, Applicant hired Weber to represent her in an immigration matter, paying \$5,000. Weber performed little to no work of value prior to his death on January 12, 2022. According to the EOIR Automated Case Information system, approximately 1,465 days lapsed since Applicant filed her application. The application was filed in October 2018, prior to Weber's representation.

The Board approved gift of \$5,000.

APPLICANT: 22-020 – Decision: \$8,000

In January 2020, Applicant hired Weber to represent her in an immigration matter, paying \$8,000. Weber performed little to no work of value prior to his death on January 12, 2022. In April 2022, Applicant received a letter informing her of Weber's death and to arrange to pick up her client file. According to the EOIR Automated Case Information system, this case has no clock. An asylum application was never filed, the case is currently pending, and her next hearing date is set for January 20, 2023.

The Board approved gift of \$8,000

APPENDIX – Fund Balance Sheet

Statement of Financial Position

ASSETS	Audited As of September 30, 2023
Checking Account	\$384,022
Accrued Interest Receivable	25,778
Money Market	2,090,028
Investments	2,495,088
Money Market	112,142
TOTAL ASSETS	\$5,107,058
LIABILITIES AND NET ASSETS	
Approved gifts to injured clients payable	449,469
Liability to WSBA general fund	144,190
Net Assets	4,513,398
TOTAL LIABILITIES AND NET ASSETS	\$5,107,058

Statement of Activities

REVENUE	Audited As of September 30, 2023
Restitution	9,177
Member Assessment	715,570
Interest	245,788
TOTAL REVENUE	\$970,535
EXPENSES	
Misc.	2,705
Gifts to Injured Clients	342,424
CPF Board	1,125
Staff Membership Dues	200
Indirect (overhead)	174,184
TOTAL EXPENSE	\$520,638
Net Income (Expense)	449,897

Statement of Changes in Net Assets

Balance on September 30, 2022	4,063,501
Net Income as of September 30, 2023	449,897
Balance on September 30, 2023	\$4,513,398