

# CLIENT PROTECTION FUND

## Trustees' Annual Report: Fiscal Year 2024

LAWYERS' INDEMNITY FUND, EST. 1960 | CLIENT PROTECTION FUND, EST. 1994

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**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 (CPF), 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 CPF 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 CPF, 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).*

## FY 2024 TRUSTEES

WSBA Board  
of Governors  
(2023-2024)

Hunter Abell, <i>President</i>	Spokane
Sunitha Anjilvel, <i>President-Elect</i>	Redmond
Daniel Clark, <i>Past President</i>	Yakima
Francis Adewale	Spokane
Tom Ahearne	Seattle
Todd Bloom	Port Orchard
Jordan Couch	University Place
Matthew Dresden	Seattle
Kevin Fay	Bellevue
Kristina Larry	Tukwila
Nam Nguyen	Olympia
Kari Petrasek	Mukilteo
Mary Rathbone	Ephrata
Serena Sayani	Seattle
Allison Widney	Oklahoma
Brent Williams-Ruth	Federal Way

## FY 2024 CLIENT PROTECTION BOARD

Carrie Umland, <i>Chair</i>	University Place
Joanne Abelson	Mercer Island
Luis Beltrán	Tacoma
Andrew Benjamin	Seattle
Mackenzie Bretz	Bothell
Carla Higginson	Friday Harbor
Efrem Krisher	Bellevue
Dana Laverty	Covington
Sarah Moen	Seattle
Mark Stiefel	Kirkland
Ruthanna Walker	Renton
Brandon West	Spokane
Kathy Yue	Newcastle

## WSBA STAFF TO CLIENT PROTECTION BOARD

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

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# 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 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 CPF. The following chart shows the experience of the past 10 years.

CLIENT  
PROTECTION  
FUND  
APPLICATIONS  
2015-2024

FISCAL YEAR	NO. OF MEMBERS	NO. OF MEMBERS WITH APPROVED APPLICATIONS*	NO. OF APPLICATIONS RECEIVED	NO. OF APPLICATIONS APPROVED	GIFTS APPROVED
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
2024	33,600	13	165	25	\$436,328

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



# 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 two 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 CPF applications normally awaits resolution of the disciplinary process.<sup>1</sup> This means that most applicants must wait for the discipline process to be complete before the Board reviews their application. However, to increase efficiency in the application process, applications are reviewed based on the date the grievance was filed (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 they have 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.

***The CPF 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 CPF. 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 staff potentially eligible for payment, CPF staff investigates the application. When the application is ripe for consideration by the Board, a report and recommendation is prepared by CPF staff.

**> Board and Trustee Review:** For applications less than \$25,000, or where the recommendation for payment is less than \$25,000, the Board's decision is final. The Trustees review all Board recommendations

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

# Fund Procedures

## CONTINUED >

on applications seeking more than \$25,000, where the recommendation is to pay more than \$25,000, or when the total payments regarding one licensed legal professional, are more than \$25,000.

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 CPF are gifts and are at the sole discretion of the Client Protection Board and Trustees.

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

**> Assignment of Rights and Restitution:** As part of accepting a gift from the CPF, applicants are required to sign a subrogation agreement for the gift. The CPF 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.<sup>2</sup> To date, the CPF (and its predecessors) has recovered approximately \$617,228.

**> 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 may 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 they were 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 CPF, 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 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 their 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,<sup>3</sup> and does not return the client's funds as agreed, the Board may consider that a dishonest act for purposes of the CPF.

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

3. 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.

# Finances

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

FISCAL YEAR	PENDING APPLICATIONS AT START OF FY	CPF BEGINNING BALANCE <sup>4</sup>	CPF REVENUES RECEIVED	BOARD EXPENSES AND OVERHEAD <sup>5</sup>	RESTITUTION RECEIVED	GIFTS RECOGNIZED FOR PAYMENT
2015	\$1,229,864	\$1,746,010	\$990,037	\$90,315	\$3,703	\$490,357
2016	\$13,203,653	\$2,144,289	\$1,001,198	\$129,553	\$2,970	\$371,452 <sup>6</sup>
2017	\$1,463,914	\$2,646,222	\$1,024,954	\$113,672	\$3,709	\$318,584
2018	\$2,045,175	\$3,242,299	\$1,040,498	\$166,969	\$28,255	\$917,051 <sup>7</sup>
2019	\$3,206,880	\$3,227,988	\$1,110,963	\$146,618	\$8,347	\$379,818
2020	\$3,342,227	\$3,816,143	\$1,099,237	\$141,514	\$15,351	\$591,449 <sup>8</sup>
2021	\$4,690,958	\$4,193,130	\$368,170	\$151,055	\$137,971	\$499,637
2022	\$4,252,961	\$4,046,246	\$740,321	\$162,100	\$8,906	\$587,815
2023	\$1,583,390	\$4,063,501	\$961,358	\$173,059	\$9,177	\$342,424
2024	\$5,094,587	\$4,513,398	\$816,420	\$180,831	\$27,839	\$436,328

4. It is important for the CPF 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.

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

6. 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 1.

7. 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.

8. 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 1.



## SECTION IV

# Board and Trustee Meetings and Activities

**Board:** The Client Protection Board met four times this past fiscal year:

- > November 6, 2023;
- > February 5, 2024;
- > May 6, 2024, and
- > August 5, 2024.

The Board considered 42 applications to the CPF involving 28 members and approved 25 applications involving 13 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 CPF, its procedures, and a downloadable application form.



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# Applications and Payments

At the beginning of FY 2024, there were 108 pending applications to the CPF. During FY 2024, the CPF received 165 additional applications. The Board and Trustees acted on 42 applications concerning 28 lawyers and approved 25 applications concerning 13 lawyers. The total amount in approved payments is \$436,328.

## Applications Denied in FY 2024

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.

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## Applications Approved for Payment in FY 2024

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.

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### APPLICATIONS IN DETAIL

Applications Pending as of October 1, 2024	108 <sup>9</sup>
Applications Received During FY 2024	165
Applications Acted Upon by Board and Trustees	42
Applications Carried Over to FY 2025	231

### APPROVED APPLICATIONS

ATTORNEY	NO. OF APPLICATIONS APPROVED	DOLLAR AMOUNT OF APPLICATIONS APPROVED*	PAGE NUMBER
Behrends, Clinton, WSBA #45371	2	\$179,217	7
Brooks, Emily, WSBA #49013	1	\$115,000	7
Enriquez, Credo, WSBA #28921	1	\$10,000	8
Fay, Nicholas, WSBA #47603	1	\$14,000	8
Furness, Matthew, WSBA #43649	1	\$6,600	8-9
Graham, Michael, WSBA #37391	1	\$39,732	9
Hawkins, Dave, WSBA #23064	5	\$9,845	10-11
Homsher, Frank, WSBA #26935	2	\$4,159	11-12
Jakeman, David, WSBA #39332	7	\$36,150	12-14
Mills, Scott, WSBA #48548	1	\$3,750	14
Peterson, Tyler, WSBA #39816	1	\$6,875	15
Pitner, Noel, WSBA #36158	1	\$1,000	15
Taylor-Manning, Robert, WSBA #21890	1	\$10,000	15-16
TOTALS	25	\$436,328	

\*Rounded to the nearest dollar

9. 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 CPF balance at fiscal year-end.

SECTION V

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

ATTORNEY  
CLINTON  
BEHREND  
WSBA #45371 –  
RESIGNED IN LIEU  
OF DISCIPLINE

APPLICANT: 23-024

DECISION: \$79,166.67

In August 2017, Applicant hired Behrends to represent her late husband in a personal injury matter on a contingent fee basis. From February to November of 2018, Applicant wrote Behrends checks totaling \$32,500, for fees and services Behrends said were needed for the case. In the summer of 2018, Behrends obtained a \$78,000 settlement on behalf of Applicant’s husband, earning a contingent fee of \$25,974. Applicant met Behrends at the bank to sign the \$78,000 settlement check, which he instructed should be held in trust until all parts of the case were settled. Thereafter, Behrends gave Applicant many excuses as to the delay in issuing the proceeds of the settlement. In July 2020, Applicant learned that Behrends resigned in lieu of discipline. Behrends never informed Applicant of his resignation and continued to lead her to believe he was still practicing law. Applicant sought recovery of the \$32,500 that Behrends stole from her, and the proceeds of her deceased husband’s settlement.

*The Board approved a gift of \$79,166.67.*

APPLICANT: 24-008

DECISION: \$100,050

In April 2019, Applicant hired Behrends to represent her in a personal injury matter on a contingent fee basis. In June 2019, Behrends obtained a \$150,000 settlement on Applicant’s behalf, earning a contingent fee of \$49,950. Thereafter, Behrends made excuses for the delay in distributing the proceeds of Applicant’s settlement. Applicant grew suspicious when medical bills were sent to collections. Behrends admitted to mishandling funds and claimed he was trying to get a loan to pay it back. Applicant later discovered that Behrends resigned in lieu of discipline and was charged with insurance fraud by the Washington State Insurance Commissioner’s Office.

*The Board approved a gift of \$100,050.*

ATTORNEY  
EMILY  
BROOKS  
WSBA #49013 –  
DECEASED

APPLICANT: 24-028

DECISION: \$115,000

In February 2021, Applicant retained Brooks to represent him in the purchase of a Washington State Tier 3 cannabis producer and processor license. In June 2021, Applicant deposited \$30,000 of earnest money with Brooks. In April 2023, Applicant negotiated a final price for the license and deposited \$50,000 with Brooks. In July 2023, Applicant completed the transfer of the license to his name and location. Applicant instructed Brooks to transfer the \$80,000 to the seller. Applicant gave Brooks a cashier’s check for \$120,000 to complete the purchase. He told her to wait 30 days to make sure the license was in Applicant’s name, and to obtain final approval from the Washington Liquor and Cannabis Board. In August 2023, Applicant instructed Brooks to make the final payment to the seller’s lawyer. In September 2023, Applicant received a letter from the seller’s lawyer demanding the final payment of \$120,000. Brooks admitted to converting the funds to her own use and sent a partial refund of \$5,000.

*The Board approved a gift of \$115,000.*

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## SECTION V

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

ATTORNEY  
**CREDO  
ENRIQUEZ**  
WSBA #28921 –  
DISBARRED

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#### APPLICANT: 23-005

DECISION: **\$10,000**

In June 2013, Applicant hired Enriquez to represent her and her daughter in their immigration matters, paying \$10,000. Applicant states that she and Enriquez met to work on her case. Applicant's brother-in-law accompanied her to the meetings for translating purposes. Due to miscommunication between them, Enriquez instructed Applicant's brother-in-law to stop attending the meetings. Enriquez brought in a translator, charging Applicant \$500 for each visit. Applicant believes the translating services contributed to errors in her case statements, which Enriquez sent to immigration without checking. Although Applicant and Enriquez met to work on her case, it does not appear to have resulted in any work of value.

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

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ATTORNEY  
**NICHOLAS  
FAY**  
WSBA #47603 –  
DISBARRED

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#### APPLICANT: 23-006

DECISION: **\$14,000**

In July 2018, Applicant hired Fay to represent her in a litigation matter, paying \$14,000. Fay and Applicant met on several occasions and communicated by phone and email exchanges. Thereafter, communication was sparse, and it became difficult for Applicant to communicate with Fay. Fay sent Applicant an email stating that he had not forgotten about her, that he would be working on her case that weekend, and that he would provide an update. That was the last time Applicant heard from Fay. In January 2022, Applicant terminated representation and requested a refund of the unearned \$14,000 fee. Fay never performed any work in Applicant's matter, nor did he issue a refund.

*The Board approved a gift of \$14,000.*

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ATTORNEY  
**MATTHEW  
FURNESS**  
WSBA #43649 –  
SUSPENDED

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#### APPLICANT: 24-007

DECISION: **\$6,600**

In February 2018, Applicant hired Furness to represent him in an immigration matter, paying \$6,600. Furness filed an I-589 asylum application on Applicant's behalf and filed a motion for continuance of a June hearing date, since he needed more time to prepare. Applicant's family posted a \$20,000 bond, and Applicant was released from custody to travel to Houston, Texas, to live with his brother. Most of Applicant's communication with Furness was through Applicant's brother, due to language barriers. Applicant's brother sent a text to Furness to remind him to file a motion to transfer Applicant's case from Atlanta to Houston. Meanwhile, the court denied Furness's motion to continue the June hearing. Applicant's brother called Furness to ask if Applicant needed to return to Atlanta for the hearing. Furness advised that the June hearing would be stricken and rescheduled for a later date, but he did not explain the consequences of Applicant's failure to appear for the immigration hearing. On June 4, 2018, Furness filed a motion to

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SECTION V

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

ATTORNEY  
**MATTHEW  
FURNESS**  
WSBA #43649 –  
SUSPENDED

APPLICANT: 24-007

DECISION: \$6,600

change venue and a motion for telephonic appearance. The court denied both motions. Neither Furness nor Applicant attended the hearing, resulting in the court ordering Applicant's removal. The court deemed the I-589 application abandoned and forfeited Applicant's \$20,000 bond. The court mailed the order of removal to Furness, but Furness did not inform Applicant of the outcome of the June 4 hearing. Furness filed a motion to reopen, arguing that the Department of Homeland Security failed to notify the court of Applicant's release from custody. The court denied the motion to reopen, stating that Applicant received proper notice of the hearing. Furness filed an appeal of the denial of the motion to reopen with the Board of Immigration Appeals (BIA). The appeal was denied, but the case was reopened. Applicant was granted asylum, and his \$20,000 bond was returned. In Furness's response to the claim filed against him, he stated that he intends on fulfilling his financial obligations under the Stipulation to Suspension approved by the Disciplinary Board.

*The Board approved a gift of \$6,600.*

ATTORNEY  
**MICHAEL  
GRAHAM**  
WSBA #37391 –  
DISBARRED

APPLICANT: 22-012

DECISION: \$39,732.08

In January 2020, Applicant hired Graham to represent her in a worker's compensation claim. Graham's fee agreement entitled him to ten percent of time-loss payments while the claim was opened, and twenty percent of retroactive or other types of compensation. Graham notified Labor & Industries (L&I) that he represented Applicant and was an authorized delegate. Thereafter, L&I sent all correspondence and payments to Graham's law firm, Gauntlet Law. In February 2021, Graham received an L&I time-loss payment to Applicant for \$55,053.39, earning \$5,505.34. Graham did not deposit the proceeds of \$49,548.05 into his trust account. Graham issued Applicant a check from his trust account for \$47,132.13. This payment was short \$2,415.92. Thereafter, from May to June 2021, Graham received L&I payments for Applicant totaling \$46,645.20, earning \$9,329.04. Graham did not deposit the proceeds of \$37,316.16 into his trust account and did not distribute any of the proceeds to Applicant. Graham converted the funds for his own use. Applicant filed a WSBA grievance. Graham signed a stipulation to disbarment which orders restitution of \$37,316.16 to Applicant. In addition to the restitution ordered in the Stipulation to Disbarment, Graham also owes Applicant a balance of \$2,415.92 from the first time-loss payment.

*The Board approved a gift of \$39,732.08.*

SECTION V

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

ATTORNEY  
**DAVE  
HAWKINS**  
WSBA #23064 –  
DECEASED

APPLICANT: 20-003

DECISION: \$1,000

In July 2019, Applicant hired Hawkins to represent him in a family law matter, paying a flat fee of \$1,000. Soon after, it became difficult for Applicant and opposing counsel to communicate with Hawkins. Applicant sent Hawkins emails and received auto replies stating that Hawkins was in the hospital or in court. Hawkins set meetings with Applicant at his office, but then failed to attend. Hawkins failed to keep Applicant informed about his case. Applicant was often informed by the opposing party. Hawkins failed to appear at mediation and a default hearing, resulting in the court entering an order of default, a final parenting plan, and a child support order. Hawkins performed no work of value and did not return the unearned fees.

*The Board approved a gift of \$1,000.*

APPLICANT: 20-012

DECISION: \$2,000

In August 2019, Applicant hired Hawkins to represent her in a family law matter, paying \$1,500. Applicant paid an additional \$500 for the court reporter for a deposition. The deposition never happened. Applicant terminated Hawkins’s representation and requested a refund of the unearned fees. Hawkins told Applicant that he would send a billing statement within 30 days and would send a refund. Hawkins did not send the billing statement, performed no work of value, and did not return the unearned fees.

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

APPLICANT: 21-028

DECISION: \$2,620

In September 2019, Applicant hired Hawkins to represent her in an immigration matter, paying \$2,620 to file for an O-1B Visa. The fee included a premium processing and Visa fee of \$1,870 and an attorney’s fee of \$750. A few days after Hawkins received the payment, he was hospitalized. Hawkins informed Applicant by email, claiming that he would file the petition for the O-1B Visa immediately upon his release. Hawkins never filed the petition. After waiting a year, Applicant filed a WSBA grievance. Hawkins performed no work of value, and did not return the unearned fees.

*The Board approved a gift of \$2,620.*

APPLICANT: 21-034

DECISION: \$2,225

In March 2019, Applicant hired Hawkins to represent him in an immigration matter, paying \$2,225. Thereafter, Hawkins became difficult to contact. When Applicant terminated the representation, Hawkins sent Applicant a letter acknowledging the termination and enclosed immigration documents. Hawkins stated that he would send a billing statement, refund any unearned fees, and send a check for filing fees. However, Hawkins never followed through and performed no work of value.

*The Board approved a gift of \$2,225.*

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SECTION V

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

ATTORNEY  
**DAVE  
HAWKINS**  
WSBA #23064 –  
DECEASED

APPLICANT: 22-031

DECISION: \$1,000

In October 2016, Applicant hired Hawkins to represent her in a family law matter, paying a flat fee of \$2,000. Applicant met with Hawkins and was given a list of things she needed to do for her case. Applicant was prepared to move forward with her case but was unable to reach Hawkins. Applicant sent Hawkins several emails but received out of office replies, including one stating that Hawkins was hospitalized. Applicant’s father called Hawkins’s office and cell phone, but both lines were disconnected. Applicant eventually hired new counsel to move her case forward. Hawkins performed no work of value and did not return the unearned fees. Applicant only had proof of a \$1,000 payment she made to Hawkins.

*The Board approved a gift of \$1,000.*

ATTORNEY  
**FRANK  
HOMSHER**  
WSBA #26935 –  
RESIGNED IN LIEU  
OF DISCIPLINE

APPLICANT: 23-020

DECISION: \$1,500

In October 2021, Applicants hired Homsher to represent them in a litigation matter, paying \$1,500. Applicants state that Homsher’s legal assistant was their only point of contact. After nine months, the legal assistant informed Applicants that they did not have a case to keep them in their rental property. Applicants reminded the legal assistant that Homsher was not hired for eviction, he was only hired to litigate for compensation against the landlord’s estate. Thereafter, Homsher’s office said they would serve the opposing party in the lawsuit, but no one was ever served. In April 2023, Homsher informed Applicants of his two-year suspension from practicing law. He said that he would try to get the opposing party served, making it easier for them to find new counsel. Applicants did not have money to pay for new counsel. Homsher told Applicants he was willing to return \$1,500 to resolve the matter. Homsher performed no work of value, and Applicants never received the refund.

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

APPLICANT: 23-037

DECISION: \$2,659.44

In October 2021, Applicant hired Homsher to represent her in a property damage dispute, paying \$2,659.44. Applicant and her neighbors were involved in a property damages dispute when the neighbors hired a service to cut down trees along a shared property line, without Applicant’s permission. Applicant also claimed that construction performed on the neighbor’s property damaged multiple trees on her property. Homsher filed the complaint for damages, suing the neighbors, the tree service, and the construction company. In February 2022, Homsher was served with interrogatories, requests for production, and requests for admission. Applicant had 30 days to respond. Homsher asked his paralegal to assist Applicant with the response. The paralegal never contacted Applicant and Homsher never followed-up on the discovery requests. Throughout the

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SECTION V

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

ATTORNEY  
**FRANK  
HOMSHER**  
WSBA #26935 –  
RESIGNED IN LIEU  
OF DISCIPLINE

APPLICANT: 23-037	DECISION: \$2,659.44
<p>remainder of the representation, Homsher gave Applicant and the opposing parties false information on work performed, and misrepresentations about the case. In June 2022, without Applicant’s knowledge, Homsher told the opposing lawyers that Applicant agreed to sign a dismissal with prejudice. Applicant never agreed to dismiss any claims, yet Homsher signed the stipulated orders of dismissal with prejudice. The court entered the orders. Thereafter, Applicant, who was still unaware of Homsher’s actions, maintained that she wanted him to pursue the timber trespass claim, and to communicate her position to the opposing lawyers. Applicant did not become aware of the dismissal until after terminating representation. Homsher informed Applicant that he would be withdrawing from the matter due to an alleged conflict of interest, after Applicant criticized his representation. Subsequently, Applicant requested a refund and warned Homsher that she would file a WSBA grievance if he did not pay. Homsher told Applicant that her threat was illegal extortion, and that he would send the email to the police to have her prosecuted. Finally, Homsher offered a refund if Applicant withdrew the grievance and dropped a credit card dispute Applicant had initiated regarding Homsher’s charges. Applicant did not accept Homsher’s offer. In August 2022, the court dismissed with prejudice all claims in Applicant’s action. During the grievance investigation, the Office of Disciplinary Counsel (ODC) requested a complete copy of Applicant’s client file. The client file contained no discovery requests for any opposing parties.</p> <p><i>The Board approved a gift of \$2,659.44.</i></p>	

ATTORNEY  
**DAVID  
JAKEMAN**  
WSBA #39332 –  
RESIGNED IN LIEU  
OF DISCIPLINE

APPLICANT: 21-058	DECISION: \$3,600
<p>In April 2015, Applicant hired Jakeman to represent him in an immigration matter, paying \$5,400. Jakeman told Applicant that he would be able to help him with his case. Applicant mailed Jakeman the documents needed to complete immigration applications. Jakeman lead Applicant to believe he was performing work on his matter, so Applicant continued to make payments as agreed. Applicant received a letter from Beacon Immigration, informing him of Jakeman’s office bankruptcy and closure. Jakeman performed no work of value and did not issue a refund of unearned fees. Applicant provided proof of payment in the amount of \$3,600.</p> <p><i>The Board approved a gift of \$3,600.</i></p>	
APPLICANT: 21-072	DECISION: \$11,000
<p>In April 2018, Applicant hired Jakeman to represent her in an immigration matter, paying \$11,000. It became difficult for Applicant to reach Jakeman. Applicant went to Jakeman’s office to make a payment and to discuss an upcoming hearing date. However, she could</p>	

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SECTION V

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

ATTORNEY  
**DAVID  
JAKEMAN**  
WSBA #39332 –  
RESIGNED IN LIEU  
OF DISCIPLINE

APPLICANT: 21-072	DECISION: \$11,000
<p>not make a payment or discuss the hearing, because the office was closed. Applicant sent emails to Jakeman’s office to request a refund and her client file, with no return response. Applicant appeared at her hearing without representation. She never heard from Jakeman again.</p> <p><i>The Board approved a gift of \$11,000.</i></p>	
APPLICANT: 21-083	DECISION: \$7,950
<p>In November 2018, Applicant hired Jakeman to represent him in an immigration matter, paying \$15,050. In November 2020, Applicant received a letter from Jakeman’s office regarding its bankruptcy and office closure. Applicant sent Jakeman emails requesting a refund of the unearned fee. Jakeman was unable to issue refunds to his clients. Applicant provided proof of payment in the amount of \$7,950.</p> <p><i>The Board approved a gift of \$7,950.</i></p>	
APPLICANT: 21-100	DECISION: \$500.00
<p>In July 2020, Applicant hired Jakeman to represent her in an immigration matter, paying \$500. Applicant mailed Jakeman the documents needed to complete immigration applications. However, she did not receive a notice of receipt. Thereafter, Applicant received a letter from Beacon Immigration, informing her of its bankruptcy and closure. Jakeman performed no work of value and did not return the unearned fee.</p> <p><i>The Board approved a gift of \$500.00.</i></p>	
APPLICANT: 21-101	DECISION: \$4,500
<p>In October 2019, Applicant hired Jakeman to represent him in an immigration matter, paying \$6,000. Applicant was previously represented by another attorney, who had filed his asylum application (Form I-589). Jakeman filed an application for employment authorization, and in March 2020, Applicant received his employment authorization documents. Jakeman did not perform any additional work on the pending asylum application. Jakeman failed to appear at Applicant’s individual asylum hearing in Portland Immigration Court. In October 2020, Applicant was informed of the closure of Beacon Immigration. Applicant hired new counsel to carry out the remainder of his immigration case. By his new counsel’s estimate, Beacon Immigration performed \$1,500 worth of services. Applicant did not receive a refund of the unearned fees.</p> <p><i>The Board approved a gift of \$4,500.</i></p>	

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SECTION V

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

ATTORNEY  
**DAVID  
JAKEMAN**  
WSBA #39332 –  
RESIGNED IN LIEU  
OF DISCIPLINE

APPLICANT: 22-004	DECISION: \$2,000
<p>In February 2017, Applicant hired Jakeman to represent her in an immigration matter concerning her stepson, paying \$7,870. The initial work that Jakeman performed was filing an I-130 and preparing a waiver of inadmissibility. Applicant never received an update regarding the status of the application or the waiver. Applicant never received information regarding the consular visit, interview, medical appointments, or fingerprints. When Applicant received the letter regarding Jakeman’s office closure, she reached out to another law firm for assistance. Although Applicant could not afford to retain the law firm, they were helpful in providing the information she needed to move forward. Applicant provided proof of payment in the amount of \$2,000.</p> <p><i>The Board approved a gift of \$2,000.</i></p>	

APPLICANT: 22-022	DECISION: \$6,600
<p>In September of 2019, Applicant hired Jakeman to represent her in an immigration matter, paying \$6,600 of an agreed flat fee of \$12,000. Jakeman filed a Form I-589 application for Asylum on behalf of Applicant. However, the form lacked details about Applicant’s claim and was not supported by a detailed declaration or other evidence. Jakeman performed no other work of value. Applicant hired new counsel to complete the work on her case. According to new counsel, Jakeman’s work was “bare bones.” Jakeman did not return the unearned fee.</p> <p><i>The Board approved a gift of \$6,600.</i></p>	

ATTORNEY  
**SCOTT  
MILLS**  
WSBA #48548 –  
VOLUNTARILY  
RESIGNED

APPLICANT: 22-023	DECISION: \$3,750
<p>In July 2017, Applicant hired Mills to represent him in an immigration matter, paying \$5,000. The representation covered the filing of the initial application documents, representation at the asylum interview, and petition for residency for Applicant and his family. Applicant paid an initial \$1,000 to start the case. After getting his Employment Authorization, Applicant paid monthly payments of \$100, to cover the remaining \$4,000. August 2020 was the last communication Applicant had with Mills. Thereafter, Applicant left several voicemails with no return response. Applicant later discovered that Mills resigned from the WSBA. Mills earned \$1,250 of the fees for obtaining Applicant’s Employment Authorization and filing the asylum application.</p> <p><i>The Board approved a gift of \$3,750.</i></p>	

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## SECTION V

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

ATTORNEY  
**TYLER  
PETERSON**  
WSBA #39816 –  
DECEASED

APPLICANT: 24-024

DECISION: \$6,875

In November 2020, Applicant hired Peterson to represent him in a litigation matter, paying \$6,875. At the time, Peterson was a partner at Peterson Baker Law. In December 2020, Peterson left his firm to work for Savitt Bruce and Willey LLP (SBW). Peterson died on August 22, 2021. Shortly after Peterson's death, Applicant learned that the funds he paid into the Peterson Baker Law trust account were missing. In a Peterson Baker trust account statement, it lists, "withdrawal from Trust Transfer to SBW" for \$6,875. Applicant reached out to both law firms to recover his funds. In his communication with SBW, Applicant learned that Peterson never deposited his funds into their trust account. Peterson handled all of the financial aspects of the Peterson Baker firm, including the trust accounts. Therefore, his former partner had no knowledge of Applicant's funds, but assumes Peterson withdrew the funds and did not deposit them into his new firm's trust account.

*The Board approved a gift of \$6,875.*

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ATTORNEY  
**NOEL  
PITNER**  
WSBA #36158 –  
DISBARRED

APPLICANT: 23-001

DECISION: \$1,000

In March 2017, Applicant hired Pitner to represent him in filing bankruptcy, paying \$1,000. Applicant later discovered that no work was being performed on his bankruptcy and made several attempts to contact Pitner for a refund, with no return response. In December 2021, Applicant was informed of Pitner's disbarment and discovered that he could seek relief from the CPF.

*The Board approved a gift of \$1,000.*

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ATTORNEY  
**ROBERT  
TAYLOR-  
MANNING**  
WSBA #21890 –  
DISBARRED

APPLICANT: 23-038

DECISION: \$10,000

In September 2022, Applicant and his wife hired Taylor-Manning for estate planning, paying \$10,000. Applicants noticed problems with Taylor-Manning's representation. Payment receipts and important documents listed Applicant's names incorrectly. Taylor-Manning sent the Applicants what should have been an updated Quit Claim Deed. Applicants took the Quit Claim Deed to the Benton County Treasurer's Office, where they were told that the document was worthless because Applicant's wife's name was misspelled. When Applicants pointed out the errors, Taylor-Manning refused to correct his mistakes. Thereafter, Taylor-Manning became difficult to contact. Applicants went to Taylor-Manning's office. They could see that he was in the office, but the doors were locked, and he refused to answer. Taylor-Manning later contacted Applicants to apologize for his behavior and told them he would do better. During that call, he told Applicants

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SECTION V

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

ATTORNEY  
**ROBERT  
TAYLOR-  
MANNING**  
WSBA #21890 -  
DISBARRED

APPLICANT: 23-038

DECISION: \$10,000

that he would meet them at their home in Benton City, WA, to finish the estate planning. Taylor-Manning did not show. Applicant requested an itemized statement of services, but Taylor-Manning never provided one. Taylor-Manning performed no work of value and did not return the unearned fee.

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



# APPENDIX

## CPF Balance Sheet

### STATEMENT OF FINANCIAL POSITION

#### ASSETS

*Audited as of September 30, 2024*

Checking Account.....	\$1,261,232
Accrued Interest Receivable .....	\$36,985
Money Market.....	\$2,062,164
Investments.....	\$2,230,748

<b>TOTAL ASSETS</b>	<b>\$5,591,129</b>
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#### LIABILITIES AND NET ASSETS

Approved gifts to injured clients payable.....	\$646,449
Liability to WSBA general fund.....	\$185,327
Net Assets .....	\$4,759,353

<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$5,591,129</b>
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### STATEMENT OF FINANCIAL POSITION

#### REVENUE

*Audited As of September 30, 2024*

Restitution.....	\$27,839
Member Assessment .....	\$548,235
Interest.....	\$268,185

<b>TOTAL REVENUE</b>	<b>\$844,259</b>
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#### EXPENSES

Misc. ....	(\$3,210)
Gifts to Injured Clients .....	\$418,710
CPF Board .....	\$887
Staff Membership Dues.....	\$200
Indirect (overhead) .....	\$181,718

<b>TOTAL EXPENSE</b>	<b>\$598,305</b>
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Net Income (Expense) .....	\$245,954
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### STATEMENT OF CHANGES IN NET ASSETS

Balance on September 30, 2023.....	\$4,513,398
Net Income as of September 30, 2024 .....	\$245,954

<b>BALANCE ON SEPTEMBER 30, 2024</b>	<b>\$4,759,352</b>
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**WASHINGTON STATE BAR ASSOCIATION**

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