

FILED

Apr 23, 2021

Disciplinary  
Board

Docket # 010

DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

**DAVID A. JAKEMAN,**  
Lawyer (Bar No. 39332).

Proceeding No. 21#00016

ODC File Nos. 20-01241, 20-01286, 20-01313, 20-01316, 20-01346, 20-01378, 20-01403, 20-01454, and 20-01524

Resignation Form of David A. Jakeman (ELC 9.3(b))

I, David A. Jakeman, declare as follows:

1. I am over the age of eighteen years and am competent. I make the statements in this declaration from personal knowledge.

2. I was admitted to practice law in the State of Washington on November 6, 2007.

3. I have voluntarily decided to resign from the Washington State Bar Association (the Association) in Lieu of Discipline under Rule 9.3 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

4. Attached hereto as Exhibit A is Disciplinary Counsel's statement of alleged misconduct for purposes of ELC 9.3(b). I am aware of the alleged misconduct stated in

1 Disciplinary Counsel's statement, but rather than defend against the allegations, I wish to  
2 permanently resign from membership in the Association. Attached hereto as Exhibit B is my  
3 statement regarding the allegations of misconduct.

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

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

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

14 8. I agree to (a) notify all other states and jurisdictions in which I am admitted of this  
15 resignation in lieu of discipline; (b) seek to resign permanently from the practice of law in all  
16 other such states and jurisdictions; and (c) provide Disciplinary Counsel with copies of this  
17 notification and any response(s). I acknowledge that this resignation could be treated as a  
18 disbarment by all other jurisdictions.

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

23 10. I agree that when applying for any employment, I will disclose the resignation in

1 lieu of discipline in response to any question regarding disciplinary action or the status of my  
2 license to practice law.

3 11. I understand that my resignation becomes effective on Disciplinary Counsel's  
4 endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) Disciplinary  
5 Counsel must do so promptly following receipt of this document.

6 12. When my resignation becomes effective, I agree to be subject to all restrictions that  
7 apply to a disbarred lawyer.

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

10 14. I understand that, after my resignation becomes effective, it is permanent. I will  
11 never be eligible to apply and will not be considered for admission or reinstatement to the practice  
12 of law nor will I be eligible for admission for any limited practice of law. See ELC 9.3(e).

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

15 4/22/2021, Cedar Hills, UT  
16 Date and Place

DAJ  
David A. Jakeman, Bar No. 39332

17 ENDORSED BY:


18   
19 Henry Cruz, Disciplinary Counsel  
20 Bar No. 38799

EXHIBIT A

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

In re

**DAVID A. JAKEMAN,**  
Lawyer (Bar No. 39332).

Proceeding No. 21#00016

ODC File Nos. 20-01241, 20-01286, 20-01313, 20-01316, 20-01346, 20-01378, 20-01403, 20-01454, and 20-01524

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

The following constitutes a Statement of Alleged Misconduct under Rule 9.3(b)(1) of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

**I. ADMISSION TO PRACTICE**

1. Respondent David A. Jakeman was admitted to the practice of law in the State of Washington on November 6, 2007.

**II. ALLEGED FACTS**

2. In approximately 2014, Respondent opened Beacon Immigration, a high-volume immigration law practice.

3. Respondent was the sole proprietor of Beacon Immigration.

1 4. As of October 2020, Beacon Immigration represented over 2600 active clients out  
2 of at least eight offices in four states: Kennewick, WA; SeaTac, WA; Yakima, WA; Moses  
3 Lake, WA; Portland, OR; Riverside, CA; Salt Lake City, UT; and Orem, UT.

4 5. On or about October 20, 2020, Respondent's Kennewick office received an  
5 eviction notice for nonpayment of approximately \$18,000 in rent.

6 6. On October 23, 2020, Respondent abruptly closed Beacon Immigration.

7 7. Respondent abandoned all client files of Beacon Immigration.

8 8. Respondent did not provide any guidance to staff on how to close client matters or  
9 what to do with client files.

10 9. On or about October 28, 2020, Respondent sent a standard letter to all clients  
11 advising them of the firm's closure due to financial insolvency and that the firm could no longer  
12 represent them. The letter also stated that no refunds could be given unless clients whose cases  
13 were completed paid off their balances. The letter provided an email address to request a refund,  
14 but the email address no longer existed less than one month later. The two phone numbers that  
15 appear at the bottom of the letter are not in service. The letter did not explain how clients could  
16 communicate with Respondent about case matters. The letter advised clients to find another  
17 lawyer and pick up their files from the local office.

18 10. On or about November 3, 2020, access to Beacon Immigration's case management  
19 system was blocked due to nonpayment of an outstanding balance of \$10,596.77. All data in the  
20 firm's case management system was eventually permanently deleted.

21 11. On November 5, 2020, Respondent sent a text to the firm's lawyers advising that  
22 Respondent had arranged for all mail sent to the various offices except Kennewick to be  
23 forwarded to Respondent at a P.O. Box in Utah.

1           12. On November 9, 2020, Respondent emailed the Office of Disciplinary Counsel  
2 (ODC) and others (but not any clients) that Respondent had blocked all calls to Respondent's  
3 phone except those from numbers on Respondent's "favorites" list, and that a person had to  
4 request Respondent to add their number to the favorites list.

5           13. In a separate email on November 9, 2020, Respondent informed ODC and others  
6 (but not any clients) that Respondent's Beacon Immigration corporate email address, which is  
7 the email address in Respondent's public WSBA profile, would work only until December 1,  
8 2020 and that emails should be sent to Respondent's personal email address after that date. In  
9 that same email, Respondent instructed the recipients not to share Respondent's personal email  
10 address with clients.

11           14. Neither the phone number nor the email address in Respondent's public WSBA  
12 profile is in service. To date, Respondent has not updated Respondent's WSBA profile to  
13 provide contact information at which someone can reach Respondent.

14           15. On December 3, 2020, Respondent emailed nine notices from U.S. Citizenship and  
15 Immigration Services regarding client matters to Natalie Ghayoumi, seven of which were  
16 biometrics appointments the dates for which had already passed. Respondent told Ghayoumi to  
17 request that the appointments be rescheduled, even though the notices pertained to individuals  
18 who were no longer Ghayoumi's clients. The biometrics appointments were connected to  
19 applications for immigration benefits. The notices stated that if the client failed to appear at the  
20 appointment as scheduled, their application or petition would be considered abandoned.

21           16. On December 6, 2020, the law firm of Parker, Butte & Lane (PBL) sent an email  
22 to the American Immigration Lawyers Associations Oregon Chapter Mailing List requesting  
23 volunteers to take custody of approximately 20 boxes of client files that they found abandoned

1 at Respondent's Portland office.

2 17. On December 7, 2020, the Disciplinary Board of WSBA issued an Order  
3 Appointing Custodian to Protect Clients' Interests for the client files and records at  
4 Respondent's SeaTac office. The order provided that it appeared Respondent was "incapable of  
5 protecting clients' interests."

6 18. In December 2020, after being appointed custodians of the SeaTac files, Chelan  
7 Crutcher and Kripa Upadhyay found hundreds of pieces of unopened mail in the SeaTac office  
8 that were related to client matters. They also found lying on desks two boxes worth of loose  
9 papers that included hearing notices and charging documents. They could not locate client files  
10 for many of the documents they found in the office. Some of these documents included notices  
11 for hearing dates that had already passed, and one document was an appeal dismissal decision  
12 dated November 2, 2020. In the case of the appeal dismissal, the client had 30 days to appeal  
13 that decision or would be deported.

14 19. Many clients from the SeaTac office had no idea where their case files were or  
15 what was happening in their immigration matters.

16 20. Respondent forwarded to Upadhyay 18 pieces of mail related to client matters,  
17 including a briefing schedule where the client's filing deadline had already passed and work  
18 permit applications that were returned for incorrect payment amount. Most of the documents  
19 related to client matters out of the Portland office, even though Upadhyay is not a custodian of  
20 the files from that office.

21 21. Since Beacon Immigration's closure, many clients have complained to ODC and to  
22 other lawyers about being unable to reach Respondent and/or being unable to obtain their file,  
23 and more than 70 former clients have filed grievances with ODC.

1 22. Respondent has failed to refund unearned fees to scores of clients.

2 23. Some of the client matters Respondent abandoned are described below.

3 **Client JCAA**

4 24. JCAA hired Beacon Immigration to represent JCAA in an asylum application in  
5 removal (deportation) proceedings.

6 25. On November 23, 2020, JCAA appeared at a merits hearing without a lawyer and  
7 without the client file. The judge continued the matter after JCAA showed Respondent's firm  
8 closure letter to the judge.

9 26. As of December 3, 2020, JCAA had no money to hire a new lawyer without a  
10 refund of unearned fees from Respondent and did not have their client file.

11 27. Respondent has not paid any portion of the unearned fees to JCAA.

12 **Client NHTH**

13 28. On July 16, 2018, NHTH signed a fee agreement with Beacon Immigration for  
14 representation of NHTH and NHTH's children in removal (deportation) proceedings. In  
15 exchange for a fee of \$7,500, Beacon Immigration would prepare and submit an application for  
16 asylum, withholding of removal, and relief under the Convention Against Torture, as well as a  
17 U visa certification form, and represent NHTH and NHTH's children at all "master calendar"  
18 (preliminary) hearings and one "individual calendar" (merits) hearing before the Immigration  
19 Court.

20 29. NHTH paid at least \$6,650 of the \$7,500 required by the July 16, 2018 fee  
21 agreement.

22 30. On July 31, 2018, Beacon Immigration filed the applications required under the fee  
23 agreement.



1 31. NHTH had a merits hearing scheduled for December 31, 2020.

2 32. At the time of the firm's closure, no work was done by Beacon Immigration to  
3 prepare for or appear at the merits hearing.

4 33. The unearned fees paid to Beacon Immigration for NHTH's immigration court  
5 matter totaled at least \$4000.

6 34. After receiving notice of Beacon Immigration's closure in mid-November 2020,  
7 NHTH attempted to hire a new lawyer to no avail.

8 35. On December 31, 2020, NHTH appeared at the merits hearing without a lawyer.  
9 The judge continued the matter due to Beacon Immigration's closure.

10 36. As of February 10, 2021, NHTH was still without a new lawyer

11 37. Respondent has not paid any portion of the unearned fees to NHTH.

12 **Jodi Magana Grievance (ODC File No. 20-01286)**

13 38. On April 27, 2020, Jodi Magana and Magana's spouse, Moises Magana Madrigal  
14 (collectively the Maganas), signed a fee agreement with Beacon Immigration to represent  
15 Magana Madrigal in an immigration matter. In exchange for a fee of \$5,000, Beacon  
16 Immigration would review a pending "I-601A" waiver application and submit additional  
17 documents in support of that application, prepare a "DS-260" packet, and file a "motion to  
18 reopen admin[istrative]ly closed case and request [voluntary departure]."

19 39. The Maganas paid a total of \$3,750 of the \$5,000 required by the April 27, 2020  
20 fee agreement.

21 40. In June 2020, Shane Crager, an associate lawyer at Beacon Immigration at the  
22 time, filed a "Notice of Entry of Appearance as Attorney" in the I-601A proceeding.

23 41. At the time of Beacon Immigration's closure, the only work done under the fee

1 agreement was Crager's notice of appearance and some light research.

2 42. The unearned fees paid to Beacon Immigration for Magana Madrigal's  
3 immigration matter totaled at least \$3,500.

4 43. On November 5, 2020, Magana filed a grievance against Respondent after  
5 Respondent failed to refund any portion of the unearned fees.

6 44. In response to the grievance, Respondent admitted that Magana "deserves a refund  
7 of some sort."

8 45. Respondent has not paid any portion of the unearned fees to the Maganas.

9 **Dora Flores-Rangel Grievance (ODC File No. 20-01313)**

10 46. On August 17, 2018, Dora Flores-Rangel signed a fee agreement with Beacon  
11 Immigration for representation in removal (deportation) proceedings. In exchange for a fee of  
12 \$8,000, Beacon Immigration would prepare and submit an application for cancellation of  
13 removal and represent Flores-Rangel at all "master calendar" (preliminary) hearings and one  
14 "individual calendar" (merits) hearing before the Immigration Court.

15 47. Flores-Rangel paid the full \$8,000 required by the August 17, 2018 fee agreement.

16 48. At the time of the firm's closure, Beacon Immigration had performed no work to  
17 prepare for and appear at the merits hearing.

18 49. Flores-Rangel's merits hearing was scheduled for April 1, 2021.

19 50. The unearned fees paid to Beacon Immigration for Flores-Rangel's immigration  
20 matter totaled at least \$5000.

21 51. On November 16, 2020, Flores-Rangel filed a grievance against Respondent after  
22 Respondent failed to refund any portion of the unearned fees.

23 52. In response to the grievance, Respondent admitted that "a refund of \$2,000 would

1 be appropriate” to cover the preparation for and attendance at the merits hearing in Flores-  
2 Rangel’s immigration matter.

3 53. Respondent has not paid any portion of the unearned fees to Flores-Rangel.

4 **Nghia Doan Grievance (ODC File No. 20-01316)**

5 54. On October 5, 2017, Nghia Doan signed a fee agreement with Beacon Immigration  
6 for representation in removal (deportation) proceedings. In exchange for a fee of \$7,000,  
7 Beacon Immigration would prepare and submit an application for cancellation of removal and  
8 represent Doan at all “master calendar” (preliminary) hearings and one “individual calendar”  
9 (merits) hearing before the Immigration Court.

10 55. Doan paid the full \$7,000 required by the October 5, 2017 fee agreement.

11 56. At the time of the firm’s closure, although Beacon Immigration performed most of  
12 the work in Doan’s immigration matter, the merits hearing had not yet gone forward.

13 57. Doan’s merits hearing is scheduled for July 13, 2021.

14 58. The unearned fees paid to Beacon Immigration for Doan’s immigration matter  
15 totaled at least \$2000.

16 59. On November 13, 2020, Doan filed a grievance against Respondent after  
17 Respondent failed to refund any portion of the unearned fees.

18 60. In response to the grievance, Respondent admitted that “if [Doan] paid the full  
19 \$7,000, then a refund of \$1,000-\$1,500 would be appropriate.”

20 61. Respondent has not paid any portion of the unearned fees to Doan.

21 **Nay Naing Grievance (ODC File No. 20-01346)**

22 62. On September 8, 2020, Nay Naing and Naing’s spouse, Aye Nyein Thu, signed a  
23 fee agreement with Beacon Immigration to represent them in an immigration matter. In

1 exchange for a fee of \$8,000, Beacon Immigration would prepare and submit a visa petition and  
2 application for adjustment of status on behalf of Naing and Thu, respectively, and attend the  
3 interview on those forms.

4 63. Naing and Thu paid a total of \$2,750 on the September 8, 2020 fee agreement.

5 64. At the time of the firm's closure, Beacon Immigration performed no work on the  
6 immigration matter of Naing and Thu.

7 65. Respondent has not paid any portion of the unearned fees to Naing or Thu.

8 **Favian Velasco Grievance (ODC File No. 20-01378)**

9 66. On October 15, 2020, Favian Velasco signed a fee agreement with Beacon  
10 Immigration to represent Velasco's father, Juan Velasco Hernandez, and Velasco's aunt, Alicia  
11 Velasco Hernandez, (collectively the Velascos) in their respective immigration matters. In  
12 exchange for a fee of \$3,900, Beacon Immigration would prepare and submit immigrant visa  
13 applications on behalf of the Velascos.

14 67. Velasco paid \$1,500 to initiate representation under the October 15, 2020 fee  
15 agreement.

16 68. At the time of the firm's closure, the only work Beacon Immigration performed in  
17 the Velascos' cases was providing Velasco a list of documents required for their visa  
18 applications.

19 69. Respondent has not paid any portion of the unearned fees to Velasco.

20 **Homero Cordoba Grievance (ODC File No. 20-01403)**

21 70. On September 14, 2018, Griselda Gaytan Cazares signed a fee agreement with  
22 Beacon Immigration for representation of Homero Cordoba in removal (deportation)  
23 proceedings. In exchange for a fee of \$8,000, Beacon Immigration would prepare and submit an

1 application for cancellation of removal and represent Cordoba at all “master calendar”  
2 (preliminary) hearings and one “individual calendar” (merits) hearing before the Immigration  
3 Court.

4 71. The September 14, 2018 fee agreement required a down payment of \$4,000 to  
5 initiate the representation.

6 72. Cordoba claims to have paid the full \$8,000 required by the September 14, 2018  
7 fee agreement.

8 73. At the time of the firm’s closure, although Beacon Immigration performed some of  
9 the work in Cordoba’s immigration matter, no work was done to prepare for and attend the  
10 merits hearing.

11 74. Cordoba’s merits hearing is scheduled for January 27, 2022.

12 75. The unearned fees paid to Beacon Immigration for Cordoba’s immigration matter  
13 totaled at least \$4000.

14 76. Respondent has not paid any portion of the unearned fees to Cordoba.

15 **Sergio Armando Malfabon Grievance (ODC File No. 20-01454)**

16 77. On July 6, 2018, Sergio Malfabon and Malfabon’s spouse, Bertha Lua, signed a  
17 fee agreement with Beacon Immigration for representation of Malfabon, Lua, and their two  
18 children (collectively the Malfabon-Lua family) in removal (deportation) proceedings. In  
19 exchange for a fee of \$8,100, Beacon Immigration would prepare and submit applications for  
20 asylum, withholding of removal, and relief under the Convention Against Torture and represent  
21 the Malfabon-Lua family at all “master calendar” (preliminary) hearings and one “individual  
22 calendar” (merits) hearing before the Immigration Court.

23 78. The Malfabon-Lua family paid at least \$7,400 of the \$8,100 required by the July 6,

1 2018 fee agreement.

2 79. At the time of the firm's closure, although Beacon Immigration performed most of  
3 the work in the Malfabon-Lua family's immigration matter, some preparation for and  
4 attendance at the merits hearing was not done.

5 80. The Malfabon-Lua family's merits hearing is scheduled for September 9, 2022.

6 81. The unearned fees paid to Beacon Immigration for the Malfabon-Lua family's  
7 immigration matter totaled at least \$1500.

8 82. Respondent has not paid any portion of the unearned fees to the Malfabon-Lua  
9 family.

10 **Abubacarr Tunkara Grievance (ODC File No. 20-01524)**

11 83. On January 26, 2018, Abubacarr Tunkara signed a fee agreement with Beacon  
12 Immigration for representation in removal (deportation) proceedings. In exchange for a fee of  
13 \$7,000, Beacon Immigration would prepare and submit an application for asylum, withholding  
14 of removal, and protection under the Convention Against Torture and represent Tunkara at all  
15 "master calendar" (preliminary) hearings and one "individual calendar" (merits) hearing before  
16 the Immigration Court.

17 84. Tunkara paid the full \$7,000 required by the January 26, 2018 fee agreement.

18 85. At the time of the firm's closure, although Beacon Immigration performed some of  
19 the work in Tunkara's immigration matter, no work was done to prepare for and attend the  
20 merits hearing.

21 86. Tunkara's preliminary hearing is scheduled for September 21, 2021.

22 87. The unearned fees paid to Beacon Immigration for Tunkara's immigration matter  
23 totaled at least \$5000.

1 88. Respondent has not paid any portion of the unearned fees to Tunkara.

2 **III. ALLEGED MISCONDUCT.**

3 89. By abruptly closing Beacon Immigration, disconnecting the telephones and emails,  
4 failing to provide clients or the public with Respondent's current contact information, failing to  
5 deliver property to clients, failing to promptly inform clients of deadlines and hearings in their  
6 matters, failing to protect client interests in their matters, and failing to respond to client  
7 communications, Respondent abandoned the practice of law without providing for Respondent's  
8 clients' needs and violated RPC 1.3 and RPC 1.4(a).

9 90. By collecting and retaining legal fees from JCAA, NHTH, the Maganas, Flores-  
10 Rangel, Doan, Naing and Thu, Velasco, Cordoba, the Malfabon-Lua family, Tunkara, and  
11 multiple other clients for work never performed, Respondent violated RPC 1.5(a) and RPC  
12 1.16(d).

13 DATED this 8th day of April, 2021.

14 

15 \_\_\_\_\_  
Henry Cruz, Bar No. 38799  
16 Disciplinary Counsel

## EXHIBIT B

### STATEMENT OF DAVID A. JAKEMAN

I am solely responsible for the failure of my law firm and for the resulting harm to its clients. My firm failed for two main reasons: First, I pursued growth too aggressively. I did so repeatedly and almost always against the advice of others. This unrestrained pursuit of growth put the firm in a precarious financial position because about half of the offices I attempted to open eventually failed. At its peak, the firm had 11 offices; but, by the time of its closure, it had shrunk down to 5. Second, COVID hit and resulted in a 60% reduction in revenue which was just enough to cover payroll, but almost none of the other operating expenses. I kept the firm operating as long as I could, always hoping that things would turn around, but eventually ran out of resources and the patience of creditors. When we received an eviction notice for our Kennewick office, which was also our most profitable office, it was clear we could no longer continue to operate. I made the decision to shutter its doors on 10/23/2020.

I wish to reiterate that, in my opinion, none of the attorneys or other staff at the time of its closing, or previous to it, are responsible in any way for the closure of the firm. The firm failed because it ran out of money. And, I am the only one responsible for how the firm's money was spent.

There may have been other difficulties that confronted the firm's attorneys and staff--such as an almost ever increasing caseload combined with a significant reduction in resources and manpower--that may have resulted in delays in case processing or other errors. But, such difficult circumstances were not anyone's fault but my own. And, any resulting errors must be attributed to me. The staff that remained with the firm until its closing made a heroic effort to keep it going and to protect and serve its clients. Even after its closure, many of them voluntarily continued to work without compensation to finish cases, return files to clients, and otherwise mitigate the harm caused to clients by the firm's closure.

Additionally, when the firm closed, I did what I could to mitigate harm to its clients. However, my capacity to do so was limited. The first thing I did was to send a letter to all of the firm's clients informing them of the closure of the firm and urging them to get to their office as quickly as possible to take possession of their file. I do not remember how much time clients had to do this before their office became physically inaccessible. For some it was probably a week, maybe even less. For others, it was longer due to the voluntary efforts of the local staff. Nevertheless, it was not an adequate amount of time for many clients.

Unfortunately, there were no funds available to pay for travel to any of its offices to help facilitate the return of files. Nor was there any money to hire others to do so. Also, I lost access to our firm email and to our case management system due to my inability to pay their continued subscription fees. Thus, I was unable to protect and pass along important information relating to many cases. The best I was able to do was to forward the mail from most of the offices to my personal PO Box, and then to forward that correspondence via text and mail to the last known contact information for each client. When I felt it necessary, I also sent copies via email. Eventually, I ran out of mail for postage and from that point on forwarded the correspondence only digitally, primarily via text. Much of the correspondence I physically mailed to clients has been returned to me as undeliverable. Initially, I would then send it to the attorney assisting the



WSBA to provide a second opportunity for such mail to be delivered to its owner. I stopped doing this when said attorney sent it back to me.

If there had been funds available, or if I were not just as bankrupt as the firm, I would have done more to shield the firm's clients from harm. But there was not, and I did not have the time or energy or ability to do more.

It is my desire to provide what restitution I can to any and all clients who were harmed by the closure of the firm. I cannot do so now as I have no money nor assets. I do not know how or when I will be able to provide restitution, but I am committed to providing full restitution as soon as I am able to do so. I currently do not have the time or energy or resources to dedicate to the collection of information relating to restitution. Therefore, I invite the WSBA to maintain such records if possible and to determine to the best of its ability reasonable restitution amounts. (My personal email address is [dajakeman@gmail.com](mailto:dajakeman@gmail.com). Clients may email refund/restitution requests and related information to that address. The WSBA may publish this email address and may provide it to clients at its discretion. This email address, [dajakeman@gmail.com](mailto:dajakeman@gmail.com), is free and will never expire. I have had it for about 20 years and I plan to keep it forever.)

Lastly, I wish to apologize to all those who were harmed by the closure of the firm, including, but not limited to, its clients and their family, its staff and attorneys, and the WSBA and its members. It was never my desire to harm any of you or to tarnish the reputation of the WSBA or the profession. Over time, to the best of my ability, as methods are made known to me, I will do what I can to make amends and to make things right.

Dated on this 22<sup>nd</sup> of April, 2021



---

David A. Jakeman  
Bar No. 39332