

FILED

Jun 22, 2026

Disciplinary
Board

Docket # 013

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

JOHN MICHAEL MCWILLIAMS,

Lawyer (Bar No. 44254).

Proceeding No. 25#00010

ODC File No. 23-01231

Resignation Form of John Michael
McWilliams (ELC 9.3(b))

I, John Michael McWilliams, 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 22, 2011.

3. I was served with a Formal Complaint and Notice to Answer in this matter on December 28, 2025.

4. After consulting with my counsel, Kenneth Scott Kagan, 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).

5. 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.

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

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

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

13 9. I agree to (a) notify all other states and jurisdictions in which I am admitted, of this
14 resignation in lieu of discipline; (b) seek to resign permanently from the practice of law in the
15 State of California, the United States Tax Court, and any other state or jurisdiction in which I am
16 admitted; and (c) provide Disciplinary Counsel with copies of this notification and any
17 response(s). I acknowledge that this resignation could be treated as a disbarment by all other
18 jurisdictions.

19 10. 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 11. 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 12. 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 13. When my resignation becomes effective, I agree to be subject to all restrictions that
7 apply to a disbarred lawyer.

8 14. 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 15. 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.

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

15
16
17 6/5/2026 Bellevue, WA
Date and Place

John M. McWilliams
John Michael McWilliams
Bar No. 44254

18
19
20 ENDORSED BY:

21 

22 Henry Cruz, Senior Disciplinary Counsel
Bar No. 38799

1
2
3
4
5
6
7
8
9

EXHIBIT A

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

10
11
12
13
14

In re

JOHN MICHAEL MCWILLIAMS,

Lawyer (Bar No. 44254).

Proceeding No. 25#00010

ODC File No. 23-01231

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

15
16
17
18

The attached formal complaint, filed on December 19, 2025, in Proceeding No. 25#00010, constitutes Disciplinary Counsel's statement of alleged misconduct under Rule 9.3(b)(1) of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

19
20
21
22
23
24

DATED this 5th day of June, 2026.



Henry Cruz, Bar No. 38799
Senior Disciplinary Counsel

FILED

Dec 19, 2025

Disciplinary
Board

Docket # 002

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

JOHN MICHAEL MCWILLIAMS,

Lawyer (Bar No. 44254).

Proceeding No. 25#00010

FORMAL COMPLAINT

Under Rule 10.3 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association charges the above-named lawyer with acts of misconduct under the Washington Supreme Court's Rules of Professional Conduct (RPC) as set forth below.

ADMISSION TO PRACTICE

1. Respondent John Michael McWilliams was admitted to the practice of law in the State of Washington on November 22, 2011.

FACTS

2. Respondent is the owner and manager of McWilliams Law, P.C.

3. In January 2022, Respondent agreed to represent Kenneth Buckley ("Buckley") in the probate matter of the estate of Buckley's deceased sibling, Claudia Buckley ("the estate").

1 4. Respondent also agreed to assist Buckley in selling the estate home.

2 5. On June 6, 2022, Respondent filed a petition for an order appointing Buckley as the
3 estate's administrator, granting nonintervention powers, and finding the estate solvent in King
4 County Superior Court (In re Estate of Claudia Buckley, King County Superior Court Case
5 No. 22-4-03986-5).

6 6. In the petition, Respondent listed Buckley and Buckley's other sibling, Kathryn
7 Buckley, as the heirs.

8 7. Respondent also filed a proposed order providing, inter alia, that no bond is required.

9 8. On June 6, 2022, the court appointed Buckley as the estate's administrator to serve
10 without bond and with nonintervention powers.

11 9. Probate was closed in May 2023.

12 10. On February 28, 2024, Respondent terminated representation of Buckley.

13 11. In June 2024, Kathryn Buckley died, leaving two adult grandchildren as Kathryn
14 Buckley's heirs.

15 12. Respondent did not release any of the remaining estate funds due for distribution to
16 the estate's heirs until December 2024.

17 **Theft of Credit Card Funds**

18 13. On February 10, 2022, Respondent charged Buckley's credit card \$1,500 for legal
19 fees after Buckley authorized the credit card transaction.

20 14. On February 21, 2022, Respondent charged Buckley's credit card \$1,500 for legal
21 fees.

22 15. Respondent used Buckley's credit card without Buckley's authorization in making
23 the February 21, 2022 charge.

1 16. Respondent transferred the funds to Respondent's Key Bank business checking
2 account no. x9976.

3 17. Respondent's Key Bank x9976 would not have had sufficient funds to cover that
4 account's recurring commercial loan payment at the end of the month without the transferred
5 funds.

6 18. On March 11, 2022, Respondent charged Buckley's credit card \$1,850 for legal fees.

7 19. Respondent used Buckley's credit card without Buckley's authorization in making
8 the March 11, 2022 charge.

9 20. Respondent transferred the funds to Respondent's Key Bank business account
10 no. x0931 and/or Respondent's Key Bank personal checking account no. x9854.

11 21. Respondent's Key Bank x0931 had a low balance at the time of the transfer.

12 22. Respondent's Key Bank x9854 had a low balance at the time of the transfer.

13 23. On March 24, 2022, Respondent charged Buckley's credit card \$1,800 for legal fees.

14 24. Respondent used Buckley's credit card without Buckley's authorization in making
15 the March 24, 2022 charge.

16 25. Respondent transferred the funds to Respondent's Key Bank x9976.

17 26. Respondent's Key Bank x9976 would not have had sufficient funds to cover that
18 account's recurring commercial loan payment at the end of the month without the transferred
19 funds.

20 27. On April 18, 2022, Respondent charged Buckley's credit card \$1,500 for legal fees.

21 28. Respondent used Buckley's credit card without Buckley's authorization in making
22 the April 18, 2022 charge.

23 29. Respondent transferred the funds to Respondent's Key Bank x9976.

1 30. Respondent's Key Bank x9976 would not have had sufficient funds to cover that
2 account's recurring commercial loan payment at the end of the month without the transferred
3 funds.

4 31. On April 29, 2022, Respondent charged Buckley's credit card \$1,500 for legal fees.

5 32. Respondent used Buckley's credit card without Buckley's authorization in making
6 the April 29, 2022 charge.

7 33. Respondent transferred the funds to Respondent's Key Bank x9976.

8 34. Respondent's Key Bank x9976 had a low balance at the time of the transfer.

9 35. Respondent's Key Bank x9976 would not have had sufficient funds to cover that
10 account's recurring commercial loan payment at the end of the month without the transferred
11 funds.

12 36. On May 3, 2022, Respondent charged Buckley's credit card \$15,000 for an advance
13 for a purported possible bond in the probate matter ("advance bond"), which Buckley
14 authorized.

15 37. Respondent did not deposit any of the advance bond in a trust account.

16 38. Respondent deposited the full amount of the advance bond in Respondent's Key
17 Bank business checking account no. x9968.

18 39. Respondent used the full amount of the advance bond to pay Respondent's legal
19 fees.

20 40. Respondent took the funds without Buckley's authorization.

21 41. Respondent was not entitled to some of the funds.

22 42. At the time Respondent collected the \$15,000 advance bond, Buckley's legal fees
23 balance was \$9,547.

1 43. Respondent transferred the funds to Respondent's Key Bank business account no.
2 x9984.

3 44. Respondent's Key Bank x9984 had a low balance at the time of the transfer.

4 45. Respondent's Key Bank x9984 would not have had sufficient funds to cover
5 withdrawals from that account on May 5 and 6, 2022, without the transferred funds.

6 46. On May 11, 2022, Respondent charged Buckley's credit card \$1,500 for legal fees.

7 47. Respondent used Buckley's credit card without Buckley's authorization in making
8 the May 11, 2022 charge.

9 48. Respondent took the funds without entitlement.

10 49. At the time Respondent collected the \$1,500 in legal fees charged on May 11, 2022,
11 Respondent was not owed any legal fees from Buckley.

12 50. Respondent transferred the funds to Respondent's Key Bank x9984.

13 51. Respondent's Key Bank x9984 had a low balance at the time of the transfer.

14 52. Respondent's Key Bank x9984 would not have had sufficient funds to cover a
15 withdrawal from that account on May 13, 2022, without the transferred funds.

16 53. On May 24, 2022, Respondent charged Buckley's credit card \$1,500 for legal fees.

17 54. Respondent used Buckley's credit card without Buckley's authorization in making
18 the May 24, 2022 charge.

19 55. Respondent took the funds without entitlement.

20 56. At the time Respondent collected the \$1,500 in legal fees charged on May 24, 2022,
21 Respondent was not owed any legal fees from Buckley.

22 57. Respondent transferred the funds to Respondent's Key Bank x9976.

23 58. Respondent's Key Bank x9976 would not have had sufficient funds to cover that

1 account's recurring commercial loan payment at the end of the month without the transferred
2 funds.

3 59. On August 24, 2022, Respondent charged Buckley's credit card \$1,000 for legal
4 fees.

5 60. Respondent used Buckley's credit card without Buckley's authorization in making
6 the August 24, 2022 charge.

7 61. Respondent transferred the funds to Respondent's Key Bank x9976.

8 62. Respondent's Key Bank x9976 would not have had sufficient funds to cover that
9 account's recurring commercial loan payment at the end of the month without the transferred
10 funds.

11 63. On September 26, 2022, Respondent charged Buckley's credit card \$1,500 for legal
12 fees.

13 64. Respondent used Buckley's credit card without Buckley's authorization in making
14 the September 26, 2022 charge.

15 65. Respondent transferred the funds to Respondent's Key Bank x9976.

16 66. Respondent's Key Bank x9976 would not have had sufficient funds to cover that
17 account's recurring commercial loan payment at the end of the month without the transferred
18 funds.

19 **Theft of Trust Account Funds**

20 67. On February 24, 2023, Respondent deposited the estate's home sale proceeds of
21 \$129,784.38 in Respondent's Wells Fargo Interest on Lawyers' Trust Account (IOLTA)
22 no. x3048.

23 68. Respondent did not hold in trust any additional funds related to the probate matter.

1 69. On March 13, 2023, Respondent transferred \$30,000 of the estate's funds held in
2 Wells Fargo IOLTA x3048 to Respondent's Wells Fargo business checking account no. x9514
3 as purported earned fees in the probate matter.

4 70. Prior to the March 13, 2023 transfer, Respondent had already collected \$30,150 in
5 earned legal fees from the credit card payments.

6 71. By March 13, 2023, Respondent had unpaid earned legal fees and incurred expenses
7 totaling \$17,773.48.

8 72. Respondent was not entitled to \$12,226.52 of the funds disbursed to Respondent on
9 March 13, 2023.

10 73. On March 15, 2023, Respondent transferred \$10,000 of the estate's funds held in
11 Wells Fargo IOLTA x3048 to Respondent's Wells Fargo x9514 as purported earned fees in the
12 probate matter.

13 74. Respondent was not entitled to any of the funds disbursed to Respondent on March
14 15, 2023.

15 75. On March 16, 2023, Respondent transferred \$18,000 of the estate's funds held in
16 Wells Fargo IOLTA x3048 to Respondent's Wells Fargo x9514 as purported earned fees in the
17 probate matter.

18 76. Respondent was not entitled to any of the funds disbursed to Respondent on March
19 16, 2023.

20 77. On March 16, 2023, Respondent issued Buckley a \$47,277 check from Respondent's
21 Wells Fargo IOLTA x3048.

22 78. Respondent used estate funds to reimburse Buckley for expenses previously paid by
23 Buckley, including all of the credit card payments.

1 79. On March 20, 2023, Respondent transferred \$10,000 of the estate's funds held in
2 Wells Fargo IOLTA x3048 to Respondent's Wells Fargo x9514.

3 80. According to Respondent's client ledger, Respondent collected the \$10,000
4 transferred on March 20, 2023, for "expense for property/estate."

5 81. Respondent billed Buckley only \$418.98 for expenses incurred by Respondent.

6 82. Prior to March 20, 2023, Respondent had already collected the \$418.98 for expenses
7 incurred.

8 83. Respondent was not entitled to any of the funds disbursed to Respondent on March
9 20, 2023.

10 84. Respondent was only entitled to \$17,773.48 of the \$68,000 Respondent disbursed to
11 Respondent between March 13, 2023, and March 20, 2023.

12 85. On April 22, 2023, Respondent received a letter from Buckley stating that
13 Respondent should have been holding approximately \$100,000 in trust for the estate.

14 86. Along with the April 22, 2023 letter from Buckley, Respondent also received an
15 accounting from Buckley reflecting the \$47,277 payment to Buckley as the only funds
16 disbursed from trust at that time.

17 87. In Buckley's April 22, 2023 letter, Buckley also requested an accounting from
18 Respondent.

19 88. Respondent did not provide Buckley an accounting in response to Buckley's
20 April 22, 2023 letter.

21 89. On April 28, 2023, Buckley filed pro se a declaration of completion of probate that
22 listed no attorney fees having been paid.

23 90. Respondent was aware that Buckley filed pro se a declaration of completion of

1 probate that listed no attorney fees having been paid.

2 91. Respondent did not inform the court of any attorney fees collected by Respondent in
3 the probate matter.

4 92. At the end of April 2023, Respondent's Wells Fargo IOLTA x3048 had an ending
5 balance of \$10,089.65.

6 93. Respondent should have been holding at least \$14,507.38 in trust for the estate at the
7 end of April 2023.

8 94. Respondent used \$4,417.73 of the estate's funds on behalf of another client matter.

9 95. On May 8, 2023, Respondent transferred \$10,084 of the estate's funds held in Wells
10 Fargo IOLTA x3048 to Respondent's Wells Fargo business savings account no. x3703.

11 96. The May 8, 2023 transfer does not appear in Respondent's client ledger for the
12 estate.

13 97. In September 2023, Respondent withdrew the remaining funds held in trust and
14 closed Wells Fargo IOLTA x3048.

15 98. The September 2023 transfer does not appear in Respondent's client ledger for the
16 estate.

17 99. Buckley did not authorize any of the transfers of estate funds to Respondent.

18 100. Respondent used all of the estate funds transferred to Respondent for
19 Respondent's personal or business use.

20 101. Respondent used the transferred estate funds with the intent to deprive the estate
21 of the funds.

22 102. Prior to transferring the estate funds to Respondent, Respondent did not give
23 written notice to Buckley of Respondent's intent to do so.

1 103. Respondent did not issue a billing statement to Buckley until May 15, 2023.

2 104. In the May 15, 2023 billing statement, Respondent provided an outstanding
3 balance of \$19,188.48 after providing a credit of \$30,150 from the credit card payments.

4 105. Respondent did not credit any of the funds Respondent transferred from the trust
5 account to Respondent.

6 106. Respondent did not issue another billing statement to Buckley.

7 107. Respondent billed Buckley a total of \$49,338.48.

8 108. At most, Respondent earned a total of \$54,496.48 in legal fees and incurred
9 expenses.

10 109. Respondent took over \$78,000 of the estate's funds from trust, in addition to the
11 \$30,150 Respondent collected from Buckley's credit cards.

12 110. On or about January 26, 2024, Respondent instructed Dustin Reichard, a contract
13 lawyer hired by Respondent, to send declarations to Buckley for Buckley, Buckley's spouse,
14 and Kathryn Buckley, to sign.

15 111. Respondent reviewed the declarations and authorized them to be sent to Buckley.

16 112. Buckley's declaration included the following:

17 The total amount to be paid to [McWilliams Law, P.C.] for legal services (fees
18 and costs) to conduct the entire Estate is \$19,188.48; and the outstanding balance
19 for legal services to [McWilliams Law, P.C.] is in the amount of \$11,580.
Client's signature below represents and warrants his full agreement in the
20 amounts and monies owed [McWilliams Law, P.C.] and waives any further
analysis, contest, challenge, or other analytics.

21 113. Attached to each declaration was an accounting that reflected a total of
22 \$30,768.48 in legal fees disbursed and \$41,826.90 in estate funds held by Respondent to be
23 divided between the heirs.

114. Respondent approved and authorized the accounting to be sent to Buckley.

1 115. The accounting was false.

2 116. Respondent had already transferred over \$78,000 of estate funds to Respondent.

3 117. Respondent was not holding any estate funds in trust at the time the accounting
4 was sent.

5 118. On November 19, 2024, Respondent deposited \$10,089.65 of Respondent's own
6 funds to Respondent's Key Bank IOLTA account no. x1076.

7 119. On December 16, 2024, Respondent issued a check drawn from Key Bank
8 IOLTA x1076 in the amount of \$10,089.65 to Buckley's lawyer, Gary Lee Raaen, purportedly
9 representing the remaining estate proceeds.

10 120. Respondent included an inaccurate "final accounting" with the \$10,089.65
11 check.

12 121. Respondent's final accounting provided amounts of estate funds paid to
13 Respondent that were different from the amounts Respondent actually withdrew from the trust
14 account.

15 122. Respondent has not returned any other funds to Buckley or the estate.

16 **False Statements to ODC**

17 123. On September 11, 2024, Respondent's prior lawyer stated in a letter to ODC that
18 over \$41,826.90 of the estate's funds remained in Respondent's trust account.

19 124. This statement was false.

20 125. Respondent knew this statement was false.

21 126. Respondent was not holding any estate funds in a trust account at the time of the
22 September 11, 2024 letter.

23 127. At an ODC deposition on January 23, 2025, Respondent testified that

1 Respondent reviewed the September 11, 2024 letter and that the letter was “correct.”

2 128. On September 17, 2024, Respondent’s prior lawyer stated in a letter to ODC that
3 “[Respondent] has maintained the [estate] funds in trust” and “the proceeds’ balance was
4 transferred to the [Key Bank] IOLTA account [x1076].”

5 129. This statement was false.

6 130. Respondent knew this statement was false.

7 131. Respondent was not holding any estate funds in a trust account at the time of the
8 September 17, 2024 letter.

9 132. Respondent had not maintained the estate funds in trust.

10 133. Respondent had not transferred any funds to Key Bank IOLTA x1076 to
11 replenish the estate’s funds by the time of the September 17, 2024 letter.

12 134. At the January 23, 2025 deposition, Respondent testified that Respondent
13 reviewed the September 17, 2024 letter and that the letter was “true and accurate.”

14 135. In a February 23, 2025 motion objecting to various investigative requests by
15 ODC, Respondent, through Respondent’s current lawyer, stated: “At no time were Buckley
16 funds/transactions involved during [May 2023 to the fall of 2023]. [Respondent] had already
17 withdrawn the legal fees and the remaining proceeds (i.e., \$10,089) were in the Key [Bank]
18 IOLTA #1076.”

19 136. These statements were false or misleading.

20 137. Respondent knew these statements were false or misleading.

21 138. Respondent did transfer estate funds between May 2023 and September 2023.

22 139. Respondent did not hold any estate funds in Key Bank IOLTA x1076 until
23 November 2024.

1 **Other Trust Account Violations**

2 140. Respondent did not maintain a complete and/or current check register for either
3 Wells Fargo IOLTA x3048 or Key Bank IOLTA x1076.

4 141. Respondent did not maintain complete and/or current client ledgers for either
5 Wells Fargo IOLTA x3048 or Key Bank IOLTA x1076.

6 142. Respondent did not reconcile a check register to client ledgers for either Wells
7 Fargo IOLTA x3048 or Key Bank IOLTA x1076.

8 143. In February or March 2024, Buckley disputed some of the \$30,150 in attorney
9 fees collected by Respondent.

10 144. Respondent did not deposit the disputed funds in a trust account.

11 **Failure to Cooperate**

12 145. On October 18, 2024, Respondent received an investigative inquiry from ODC
13 requesting various records.

14 146. Respondent failed to provide a portion of the records requested on October 18,
15 2024.

16 147. On December 12, 2024, Respondent received a letter from ODC directing
17 Respondent to provide various records.

18 148. Respondent failed to provide a portion of the records requested on December 12,
19 2024.

20 149. On January 6, 2025, Respondent was served a subpoena duces tecum issued by
21 ODC directing Respondent to produce various records.

22 150. Respondent failed to produce a portion of the records requested in the subpoena.

23 151. At the January 23, 2025 deposition, ODC requested Respondent to provide

1 various records.

2 152. Respondent failed to provide a portion of the records requested at the January 23,
3 2025 deposition.

4 153. On February 13, 2025, Respondent received an investigative inquiry from ODC
5 requesting various records.

6 154. Respondent failed to timely produce any of the records requested on February
7 13, 2025.

8 155. On April 4, 2025, Respondent received a letter from ODC directing Respondent
9 to produce various records.

10 156. Respondent failed to produce a portion of the records requested on April 4, 2025.

11 157. On May 21, 2025, Respondent was served a subpoena duces tecum issued by
12 ODC directing Respondent to produce various records.

13 158. Respondent failed to produce a portion of the records requested in the subpoena.

14 **COUNT 1**

15 159. By misappropriating the estate's funds, by charging Buckley's credit card
16 without Buckley's authorization, and/or by using Buckley's advance bond without Buckley's
17 authorization, Respondent violated RPC 8.4(b) (by committing the crime of theft, RCW
18 9A.56.020 *et seq.*), RPC 8.4(c), and/or RPC 8.4(i).

19 **COUNT 2**

20 160. By using and/or converting client funds held in trust, Respondent violated
21 RPC 1.15A(b).

22 **COUNT 3**

23 161. By failing to deposit Buckley's advance bond in a trust account and/or by failing

1 to hold the estate's funds in a trust account, Respondent violated RPC 1.15A(c)(1).

2 **COUNT 4**

3 162. By withdrawing funds from the trust account before fees were earned and/or by
4 failing to provide Buckley written notice of Respondent's intent to withdraw earned fees from
5 the trust account, Respondent violated RPC 1.15A(c)(2) and/or RPC 1.15A(h)(3).

6 **COUNT 5**

7 163. By failing to promptly and/or accurately provide a written accounting to Buckley
8 after distributing funds from trust and/or upon Buckley's request, and/or by failing to timely
9 communicate with Buckley about fees allegedly earned, Respondent violated RPC 1.4 and/or
10 RPC 1.15A(e).

11 **COUNT 6**

12 164. By failing to promptly deliver funds to Buckley to distribute to the heirs of the
13 estate, Respondent violated RPC 1.15A(f).

14 **COUNT 7**

15 165. By failing to maintain disputed legal fees in trust, Respondent violated
16 RPC 1.15A(g).

17 **COUNT 8**

18 166. By using the estate's funds on behalf of another client and/or by disbursing funds
19 in excess of the amount a client had on deposit, Respondent violated RPC 1.15A(h)(8).

20 **COUNT 9**

21 167. By failing to maintain a complete and/or current check register, Respondent
22 violated RPC 1.15B(a)(1) and/or RPC 1.15A(h)(2).

23 **COUNT 10**

1 168. By failing to maintain complete and/or current client ledgers, Respondent
2 violated RPC 1.15B(a)(2) and/or RPC 1.15A(h)(2).

3 **COUNT 11**

4 169. By failing to reconcile check registers to any client ledgers, Respondent violated
5 RPC 1.15A(h)(6).

6 **COUNT 12**

7 170. By collecting tens of thousands of dollars more than the amount earned in the
8 Buckley Estate matter, Respondent violated RPC 1.5(a).

9 **COUNT 13**

10 171. By making false statements in connection with the disciplinary investigation,
11 Respondent violated RPC 8.1(a), RPC 8.4(c), RPC 8.4(d), RPC 8.4(i), and/or RPC 8.4(l) (by
12 violating ELC 1.5, ELC 5.3(f), and/or ELC 5.3(g)).

13 **COUNT 14**

14 172. By testifying falsely under oath at the January 23, 2025 deposition, Respondent
15 violated RPC 8.4(b) (by committing the crime of false swearing, RCW 9A.72.040), RPC 8.1(a),
16 RPC 8.4(c), RPC 8.4(d), RPC 8.4(i), and/or RPC 8.4(l) (by violating ELC 1.5, ELC 5.3(f), ELC
17 5.3(g), and/or ELC 5.5(d)).

18 **COUNT 15**

19 173. By failing to respond and/or promptly respond to disciplinary counsel's written
20 requests and/or subpoenas for records, Respondent violated RPC 8.1(b) and/or RPC 8.4(l) (by
21 violating ELC 1.5, ELC 5.3(f), ELC 5.3(g), and/or ELC 5.5(d)).

22
23 THEREFORE, Disciplinary Counsel requests that a hearing be held under the Rules for

1 Enforcement of Lawyer Conduct. Possible dispositions include disciplinary action, probation,
2 restitution, and assessment of the costs and expenses of these proceedings.

3
4 Dated this 19th day of December, 2025.

5 

6
7

Henry Cruz, Bar No. 38799
Senior Disciplinary Counsel