FILED
Jun 23, 2026
Disciplinary Board
Docket # 020

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

ELISEO H. AREBALOS JR.,

Lawyer (Bar No. 60504).

Proceeding No. 26#00016

FINDINGS OF FACT, CONCLUSIONS OF LAW AND HEARING OFFICER'S RECOMMENDATION

The undersigned Hearing Officer held a default hearing by written submissions under Rule 10.6 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

FINDINGS OF FACTS AND CONCLUSIONS OF LAW REGARDING CHARGED VIOLATIONS

1. The Formal Complaint (Bar File No.4) charged Eliseo Hidalgo Arebalos Jr. with misconduct as set forth therein. A copy of the Formal Complaint is attached to this decision.

2. Under ELC 10.6(a)(4), the Hearing Officer finds that each of the facts set forth in the Formal Complaint is admitted and established.

3. Under ELC 10.6(a)(4), the Hearing Officer concludes that each of the violations charged in the Formal Complaint is admitted and established as follows:

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COUNT 1

4. By failing to hold funds belonging to E.T., D.M., Dee, Leubsdorf, the Ribeiros, and other clients in a trust account, Respondent violated Rule 1.15(a) of the California Rules of Professional Conduct (CA RPC).

COUNT 2

5. By willfully and intentionally misappropriating and converting to Respondent's own use funds belonging to E.T., D.M., Dee, Leubsdorf, the Ribeiros, and other clients, with intent to defraud them, Respondent violated CA RPC 8.4(b) (by violating Cal. Pen. Code § 484, § 503, and § 506), CA RPC 8.4(c), and California Business and Professions Code (BPC) § 6106.

COUNT 3

6. By failing to promptly return funds that E.T., D.M., Dee, Leubsdorf, and the Ribeiros had advanced for costs that were not incurred and by failing to return funds that they were entitled to receive, Respondent violated CA RPC 1.15(d)(7) and CA RPC 1.16(e)(2).

COUNT 4

7. By making false and misleading statements to E.T., Dee, Leubsdorf, and the Ribeiros and by providing Dee, Leubsdorf, and the Ribeiros with client ledgers falsely indicating their funds were still being held in IRLG's IOLTA account, Respondent violated CA RPC 8.4(c) and BPC § 6106.

COUNT 5

8. By proposing a settlement that required Dee to withdraw Dee's grievances, Respondent violated BPC § 6090.5 and CA RPC 8.4(d).

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COUNT 6

9. By making false statements to ODC, Respondent violated WA RPC 8.1(a), WA RPC 8.4(c), WA RPC 8.4(d), and WA RPC 8.4(*l*) (by violating ELC 5.3(g)).

COUNT 7

10. By failing to promptly respond to disciplinary counsel's inquiries and requests for records, and by failing to respond to ODC's subpoenas duces tecum, and by failing to appear for depositions, Respondent violated WA RPC 8.1(b), WA RPC 8.4(d), and WA RPC 8.4(*l*) (by violating ELC 1.5, ELC 5.3(f), ELC 5.3(g), and ELC 5.5(d)).

FINDINGS OF FACTS AND CONCLUSIONS OF LAW REGARDING CHOICE OF LAW

11. The rules of professional conduct for California apply to the misconduct charged in Count 1 through Count 5.

12. The rules of professional conduct for the state of Washington apply to the misconduct charged in Count 6 and Count 7.

FINDINGS OF FACTS AND CONCLUSIONS OF LAW REGARDING RECOMMENDED SANCTION

13. Respondent's mental state in committing the above counts of misconduct is set forth in the Formal Complaint.

14. The injury caused by Respondent's misconduct in each of the above counts of misconduct is set forth in the Formal Complaint.

15. The following standards of the American Bar Association's Standards for Imposing Lawyer Sanctions ("ABA Standards") (1991 ed. & Feb. 1992 Supp.) presumptively apply in this case.

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16. ABA Standard 4.1 applies to Respondent's mishandling of client funds charged in Count 1:

> 4.1 ***Failure to Preserve the Client's Property***
>
> 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client.
>
> 4.12 Suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client.
>
> 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with client property and causes injury or potential injury to a client.
>
> 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing with client property and causes little or no actual or potential injury to a client.

17. ABA Standard 4.1 (above) and ABA Standard 5.1 apply to Respondent's conversion and misappropriation of client funds charged in Count 2:

> 5.1 ***Failure to Maintain Personal Integrity***
>
> 5.11 Disbarment is generally appropriate when:
>
> (a) a lawyer engages in serious criminal conduct, a necessary element of which includes intentional interference with the administration of justice, false swearing, misrepresentation, fraud, extortion, misappropriation, or theft; or the sale, distribution or importation of controlled substances; or the intentional killing of another; or an attempt or conspiracy or solicitation of another to commit any of these offenses; or
>
> (b) a lawyer engages in any other intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer's fitness to practice.
>
> 5.12 Suspension is generally appropriate when a lawyer knowingly engages in criminal conduct which does not contain the elements listed in Standard 5.11 and that seriously adversely reflects on the lawyer's fitness to practice.
>
> 5.13 Reprimand is generally appropriate when a lawyer knowingly engages in any other conduct that involves dishonesty, fraud, deceit, or misrepresentation and that adversely reflects on the lawyer's fitness to practice law.
>
> 5.14 Admonition is generally appropriate when a lawyer engages in any other conduct that reflects adversely on the lawyer's fitness to practice law.

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18. ABA Standard 4.1 applies to Respondent's failure to promptly return funds to clients that the clients were entitled to receive charged in Count 3.

19. ABA Standard 4.6 applies to Respondent's false statements to clients charged in Count 4:

> 4.6 ***Lack of Candor***
>
> 4.61 Disbarment is generally appropriate when a lawyer knowingly deceives a client with the intent to benefit the lawyer or another, and causes serious injury or potential serious injury to a client.
>
> 4.62 Suspension is generally appropriate when a lawyer knowingly deceives a client, and causes injury or potential injury to the client.
>
> 4.63 Reprimand is generally appropriate when a lawyer negligently fails to provide a client with accurate or complete information, and causes injury or potential injury to the client.
>
> 4.64 Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence in failing to provide a client with accurate or complete information, and causes little or no actual or potential injury to the client.

20. ABA Standard 6.2 applies to Respondent's conduct in proposing a settlement requiring Michael Dee to withdraw grievances charged in Count 5:

> 6.2 ***Abuse of the Legal Process***
>
> 6.21 Disbarment is generally appropriate when a lawyer knowingly violates a court order or rule with the intent to obtain a benefit for the lawyer or another, and causes serious injury or potentially serious injury to a party or causes serious or potentially serious interference with a legal proceeding.
>
> 6.22 Suspension is generally appropriate when a lawyer knows that he or she is violating a court order or rule, and causes injury or potential injury to a client or a party, or causes interference or potential interference with a legal proceeding.
>
> 6.23 Reprimand is generally appropriate when a lawyer negligently fails to comply with a court order or rule, and causes injury or potential injury to a client or other party, or causes interference or potential interference with a legal proceeding.
>
> 6.24 Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence in complying with a court order or rule, and causes little or no actual or potential injury to a party, or causes little or no actual or potential interference with a legal proceeding.

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21. ABA Standard 7.0 applies to Respondent's false statements to ODC charged in Count 6 and Respondent's failure to cooperate with disciplinary investigations charged in Count 7:

> 7.0 ***Violations of Duties Owed as a Professional***
>
> 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional with the intent to obtain a benefit for the lawyer or another, and causes serious or potentially serious injury to a client, the public, or the legal system.
>
> 7.2 Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.
>
> 7.3 Reprimand is generally appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.
>
> 7.4 Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence that is a violation of a duty owed as a professional, and causes little or no actual or potential injury to a client, the public, or the legal system.

22. The presumptive sanction for the misconduct charged in Count 1 is suspension under ABA Standard 4.12.

23. The presumptive sanction for the misconduct charged in Count 2 is disbarment under ABA Standards 4.11, 5.11(a), and 5.11(b).

24. The presumptive sanction for the misconduct charged in Count 3 is suspension under ABA Standard 4.12.

25. The presumptive sanction for the misconduct charged in Count 4 is disbarment under ABA Standard 4.61.

26. The presumptive sanction for the misconduct charged in Count 5 is disbarment under ABA Standard 6.21.

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27. The presumptive sanction for the misconduct charged in Count 6 is disbarment under ABA Standard 7.1.

28. The presumptive sanction for the misconduct charged in Count 7 is suspension under ABA Standard 7.2.

29. Under In re Disciplinary Proceeding Against Petersen, 120 Wn.2d 833, 854, 846 P.2d 1330 (1993), the "ultimate sanction imposed should at least be consistent with the sanction for the most serious instance of misconduct among a number of violations."

30. The following aggravating factors set forth in Section 9.22 of the ABA Standards apply in this case:

(b) dishonest or selfish motive;
(c) a pattern of misconduct;
(d) multiple offenses;
(g) refusal to acknowledge wrongful nature of conduct; and
(j) indifference to making restitution.

31. It is an additional aggravating factor that Respondent failed to file an answer to the Formal Complaint as required by ELC 10.5(a).

32. The following mitigating factors set forth in Section 9.32 of the ABA Standards apply to this case:

(a) absence of a prior disciplinary record; and
(f) inexperience in the practice of law (licensed in Washington since 2023).

RECOMMENDATION

33. Based on the ABA Standards and the applicable aggravating and mitigating factors, the Hearing Officer recommends that Respondent Eliseo Hidalgo Arebalos Jr. be disbarred. The Hearing Officer further recommends that Respondent be ordered to pay restitution to client E.T. in the amount of $69,000, to client D.M. in the amount of $89,000, to clients Michael

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Dee and William Leubsdorf in the total amount of $59,000, and to clients Márcio Augusto Teixeira Ribeiro and Renata Assunção Ribeiro in the total amount of $100,000, with interest paid at the maximum rate permitted under RPC 19.52.020, calculated from the date Respondent initially received funds from each client.

DATED this 23rd day of June, 2026.

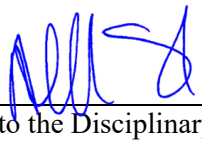


Knowrasa T Patrick,
Hearing Officer

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CERTIFICATE OF SERVICE

I certify that I caused a copy of the FOF, COL and HO's Recommendation to be emailed to the Office of Disciplinary Counsel and to Respondent, Eliseo Hidalgo Arebalos Jr., at eliseo@irlawgroup.com, on the 23rd day of June, 2026.



Clerk to the Disciplinary Board

FILED
Apr 9, 2026
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Docket # 004

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re **ELISEO H. AREBALOS JR.,** Lawyer (Bar No. 60504).	Proceeding No. 26#00016 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 (WA RPC) and California Rules of Professional Conduct (CA RPC) as set forth below.

ADMISSION TO PRACTICE

1. Respondent Eliseo Hidalgo Arebalos Jr. was admitted to the practice of law in the State of Washington on January 24, 2023.

FACTS

2. Respondent is the owner of International Reproductive Law Group (IRLG).

3. IRLG is a law firm located in California.

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4. IRLG provides assisted reproduction legal services.

5. Assisted reproduction legal services include drafting assisted reproduction agreements such as gestational carrier agreements, egg donation agreements, and sperm donation agreements, obtaining birth certificates, and establishing legal parentage through judicial or administrative orders.

6. IRLG also provides trust account management services.

7. IRLG's trust account management services include maintaining client funds in the IRLG IOLTA[1] account and making disbursements of client funds in accordance with clients' gestational carrier agreements.

8. Gestational carrier agreements are contracts between intended parents and a surrogate and their spouse, if any, which detail the rights and obligations of each party in connection with the surrogacy.

9. Respondent became the owner of IRLG on January 1, 2024.

10. Respondent purchased IRLG from lawyer Will Halm.

11. In connection with the purchase of IRLG, Respondent signed a promissory note agreeing to pay Halm $700,000 through monthly installment payments of $11,700.00 beginning February 1, 2024.

12. In connection with the purchase of IRLG, Respondent also signed a five-year employment agreement with Halm providing that Halm would continue to work for IRLG as a lawyer and would receive a monthly salary of $11,700.00 beginning on January 1, 2024, in addition to the monthly installment payments on the promissory note described above.

[1] Interest on Lawyer's Trust Account.

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13. Respondent is the Managing Attorney of IRLG.

14. Respondent has been the Managing Attorney of IRLG since at least January 1, 2024.

15. Respondent is the President of IRLG.

16. Respondent has been the President of IRLG since at least January 1, 2024.

17. Respondent is the Chief Executive Officer of IRLG.

18. Respondent has been the Chief Executive Officer of IRLG since at least January 1, 2024.

19. Respondent is the Chief Operating Officer of IRLG.

20. Respondent has been the Chief Operating Officer of IRLG since at least October 14, 2019.

21. Respondent is the Chief Financial Officer of IRLG.

22. Respondent has been the Chief Financial Officer of IRLG since at least January 1, 2024.

23. Respondent resided in California at all times discussed herein.

24. Respondent's office was in California at all times discussed herein.

25. Respondent worked primarily in California at all times discussed herein.

26. Respondent is not licensed to practice law in California.

27. Respondent is licensed to practice law in Washington, Idaho, Indiana, Illinois, Missouri, Ohio, Oklahoma, Pennsylvania, Tennessee, and Texas.

28. IRLG's operating account is a JPMorgan Chase Bank (Chase) business checking account with account number ending in 2736.

29. IRLG maintained a California IOLTA account at all times discussed herein.

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30. IRLG's IOLTA account was originally opened at First Republic Bank (First Republic).

31. Chase acquired First Republic on or about May 1, 2023.

32. Chase continued using the First Republic brand on IRLG's IOLTA account until approximately May 25, 2024, when Chase formally transitioned the account to a Chase account with the same account number.

33. From at least January 1, 2024, through April 30, 2025, IRLG's IOLTA account had an account number ending in 7406.

34. On or about April 30, 2025, IRLG's IOLTA account was renumbered to an account number ending in 2969.

35. Since at least January 1, 2024, Respondent has been the sole individual at IRLG exercising control over the IRLG IOLTA account.

36. Will Halm was an authorized signer on the IRLG IOLTA account from at least January 1, 2024, to June 3, 2025.

37. Respondent had Halm removed as an authorized signer on the IRLG IOLTA account on June 3, 2025.

38. Halm did not have online access to IRLG's IOLTA account in 2024 or 2025.

39. Respondent made all online transfers of funds from the IRLG IOLTA account in 2024 and 2025.

40. Respondent signed all checks issued on the IRLG IOLTA account in 2024 and 2025.

41. Since at least December 9, 2023, Respondent has had a personal checking account with Chase with account number ending in 9047.

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42. Respondent uses Chase account x9047 as Respondent's primary personal checking account.

43. From approximately November 2017 until January 2025, Respondent also had an "ATM Rebate Checking" account that was originally opened with First Republic Bank with account number ending in 7185.

44. On May 25, 2024, Chase formally transitioned the First Republic x7185 account to a Chase account with the same account number.

45. Respondent rarely used account x7185.

46. In 2024 and 2025, IRLG charged flat fees for legal services.

47. IRLG did not collect advance payments from clients for legal fees during this time.

48. In 2024 and 2025, IRLG generally did not collect legal fees through disbursements from the IRLG IOLTA account.

49. Instead, IRLG's clients generally sent payments for legal fees directly to IRLG's operating account.

50. During this time, the funds held in the IRLG IOLTA account were almost exclusively client funds provided to IRLG as advance payments for surrogacy costs under "Trust Account Management Agreements."

November/December 2024 withdrawals from the IRLG IOLTA account

51. In November 2024, Respondent used client funds to which Respondent was not entitled to pay personal expenses.

52. On November 18, 2024, Respondent executed an online transfer of $74,959.33 from IRLG's IOLTA account to IRLG's operating account.

53. Neither Respondent nor IRLG was entitled to these funds.

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54. IRLG had not incurred sufficient costs on behalf of clients to support this disbursement.

55. IRLG had not earned fees to support this disbursement.

56. The same day, Respondent transferred $60,000.00 from the IRLG operating account to Respondent's personal checking account x9047.

57. The same day, Respondent wired $50,000.00 from Respondent's personal checking account x9047 to a vendor in Hawaii to pay an expense relating to Respondent's wedding.

58. Respondent did not have sufficient funds in Respondent's personal checking account x9047 to cover this wedding expense prior to transferring the $60,000.00 from IRLG into the account.

59. The balance in Respondent's personal checking account x9047 prior to the $60,000.00 transfer was $4,861.34.

60. Over the next week, Respondent made additional payments relating to Respondent's wedding from Respondent's personal checking account x9047.

61. Respondent used at least $56,000.00 in client funds to pay personal expenses relating to Respondent's wedding.

62. In November 2024, Respondent willfully and intentionally misappropriated and converted to Respondent's own use funds that Respondent was supposed to be holding in trust on behalf of clients.

63. Respondent did so with the intent to defraud the clients.

64. In December 2024, Respondent used client funds to pay personal and business expenses.

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65. On December 2, 2024, the IRLG operating account was overdrawn with a negative balance of -$2,476.27.

66. On December 3, 2024, Respondent executed an online transfer of $100,000.00 from the IRLG IOLTA account to the IRLG operating account.

67. Neither Respondent nor IRLG was entitled to these funds.

68. IRLG had not incurred sufficient costs on behalf of clients to support this disbursement.

69. IRLG had not earned fees to support this disbursement.

70. Respondent used these client funds to pay personal and business expenses as described below.

71. On December 3 and 4, 2024, Respondent paid $65,813.49 in payroll and other office expenses from the IRLG operating account.

72. IRLG did not have sufficient funds to pay these expenses prior to the $100,000.00 transfer from the IRLG IOLTA account.

73. On December 2, 2024, Respondent's personal checking account x9047 was overdrawn, with a balance of -$140.17.

74. On December 3, 2024, Respondent transferred $2,000.00 from the IRLG operating account to Respondent's personal checking account x9047.

75. On December 4, 2024, Respondent transferred an additional $11,700.00 from the IRLG operating account to Respondent's personal checking account x9047.

76. On the same day, Respondent wired $11,700.00 to Halm as an installment payment on Respondent's personal financial obligation under the promissory note relating to Respondent's purchase of IRLG.

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77. Respondent did not have sufficient funds in Respondent's personal checking account x9047 to pay the monthly installment payment to Halm prior to Respondent transferring funds into the account from IRLG.

78. On December 4, 2024, Respondent disbursed $2,500.00 from the IRLG operating account to Respondent's then fiancé.

79. On December 9 and 10, 2024, Respondent charged over $18,000.00 in payments relating to Respondent's wedding to Respondent's debit card associated with the IRLG operating account.

80. On December 11, 2024, Respondent wired $16,500.00 from IRLG's IOLTA account to a surrogacy agency as an installment payment toward the fees associated with the surrogacy journey of Respondent and Respondent's spouse.

81. "Surrogacy journey" is a term of art that describes the process through which intended parents work with a surrogate to have a child.

82. Neither Respondent nor IRLG was entitled to the $16,500.00 Respondent wired to the surrogacy agency.

83. Neither Respondent nor Respondent's spouse had any funds on deposit in IRLG's IOTLA account on December 11, 2024.

84. By December 12, 2024, the IRLG operating account was again overdrawn, with a negative balance of -$2,499.75.

85. On December 13, 2024, Respondent executed an online transfer of $18,000.00 from IRLG's IOLTA account to IRLG's operating account.

86. Neither Respondent nor IRLG was entitled to these funds.

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87. IRLG had not incurred sufficient costs on behalf of clients to support this disbursement.

88. IRLG had not earned fees to support this disbursement.

89. On December 16, 2024, Respondent charged a $6,686.36 payment relating to Respondent's wedding to Respondent's debit card associated with the IRLG operating account.

90. On December 26, 2024, Respondent executed an online transfer of $126,000.00 from the IRLG IOLTA account to the IRLG operating account.

91. Neither Respondent nor IRLG was entitled to these funds.

92. IRLG had not incurred sufficient costs on behalf of clients to support this disbursement.

93. IRLG had not earned fees to support this disbursement.

94. Respondent used these client funds to pay IRLG's tax and payroll expenses.

95. On December 27, 2024, Respondent paid the IRS $98,700.02 from the IRLG operating account.

96. IRLG did not have sufficient funds in IRLG's operating account to cover this IRS payment prior to Respondent transferring funds from the IRLG IOLTA account into the IRLG operating account.

97. From December 27, 2024, to December 30, 2024, Respondent disbursed $69,782.73 from IRLG's operating account to pay IRLG's payroll expenses.

98. IRLG did not have sufficient funds in IRLG's operating account to cover IRLG's payroll expenses prior to Respondent transferring funds from the IRLG IOLTA account into the IRLG operating account.

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99. On December 30, 2024, Respondent executed two online transfers from IRLG's IOLTA account to the IRLG operating account, each in the amount of $137,500.00, for a total of $275,000.00.

100. Neither Respondent nor IRLG was entitled to these funds.

101. IRLG had not incurred sufficient costs on behalf of clients to support these disbursements.

102. IRLG had not earned fees to support these disbursements.

103. On the same date, Respondent transferred $275,000.00 from the IRLG operating account to Respondent's personal checking account x9047.

104. On the same date, Respondent wired $275,000.00 to Halm from Respondent's personal checking account x9047.

105. The $275,000.00 payment to Halm was a payment toward the total due on the promissory note Respondent had signed when Respondent purchased IRLG.

106. Respondent did not have sufficient funds in Respondent's personal checking account x9047 to cover the payment to Halm without the transfer of client funds from IRLG.

107. Prior to the transfer of funds from IRLG, the balance in Respondent's personal checking account x9047 was $0.36.

108. In December 2024, Respondent willfully and intentionally misappropriated and converted to Respondent's own use funds that Respondent was supposed to be holding in trust on behalf of clients.

109. Respondent did so with the intent to defraud the clients.

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Funds belonging to client E.T.

110. IRLG client E.T. was one of the clients whose funds were entrusted to IRLG in 2024.

111. Respondent used funds belonging to E.T. for personal and business expenses.

112. E.T. did not have a legal services agreement with IRLG.

113. E.T. signed a Trust Account Management Agreement with IRLG to manage disbursements associated with E.T.'s surrogacy journey.

114. On April 12, 2024, E.T. wired $71,500.00 to IRLG's IOLTA account as an advance toward the costs associated with E.T.'s surrogacy journey.

115. On July 24, 2024, E.T.'s surrogacy agency wired an additional $32,353.04 in funds belonging to E.T. to IRLG's IOLTA account on E.T.'s behalf.

116. These additional funds were also an advance toward the costs associated with E.T.'s surrogacy journey.

117. In November 2024, E.T.'s surrogacy agency instructed their clients to transfer management of their funds from IRLG to SeedTrust Escrow (SeedTrust).

118. E.T. signed forms directing IRLG to transfer their funds to SeedTrust.

119. IRLG failed to transfer E.T.'s funds to SeedTrust.

120. As of December 31, 2024, IRLG should have been holding at least $85,000.00 belonging to E.T. in the IRLG IOLTA account.

121. However, the ending balance in IRLG's IOLTA account as of that date was $24,521.00, a shortfall of at least $60,479.00.

122. IRLG did not make any further disbursements from IRLG's IOLTA account for costs or legal fees associated with E.T.'s surrogacy journey in January 2025.

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123. IRLG did not incur any costs on E.T.'s behalf in January 2025.

124. As of January 31, 2025, IRLG should have still been holding $85,000.00 belonging to E.T. in the IRLG IOLTA account.

125. However, on that date, the balance in the IRLG IOLTA account had fallen to $873.44, a shortfall of at least $84,126.56.

126. On February 24, 2025, IRLG paid E.T.'s surrogacy agency $15,910.63, reducing the amount IRLG was supposed to be holding for E.T. to $69,292.41.

127. On June 26, 2025, IRLG failed to make required payments to E.T.'s surrogate totaling $8,000.00.

128. On June 30, 2025, E.T. sent Respondent an email expressing concern about the missed payments and asking for the status of the transfer of funds to SeedTrust.

129. Respondent did not respond to E.T.'s email.

130. On July 7, 2025, E.T. sent Respondent a follow-up email again expressing concern about their funds.

131. Respondent responded via email on July 9, 2025, acknowledging that the surrogacy agency had requested the transfer of funds but stating that they did not open an account for E.T. with SeedTrust until June.

132. Respondent's email stated that Respondent could make disbursements on E.T.'s behalf from IRLG's IOLTA account, but that "[d]ue to pending litigation our firm initiated against multiple parties, we are unable to transfer funds to Seed Trust [sic] at this time."

133. Respondent's statement about pending litigation was false.

134. At that time, IRLG had not initiated any litigation that would limit IRLG's ability to transfer funds to SeedTrust.

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135. IRLG had not initiated any litigation at all.

136. Respondent's email further stated that Respondent's bank "has a daily limit in both the amounts which can be wired and the number of transactions which can be completed each day. As such, the disbursement is placed in queue until it can be released."

137. These statements were misleading in implying that IRLG still held E.T.'s funds in the IRLG IOLTA account.

138. Respondent had removed E.T.'s funds from IRLG's IOLTA account long before that date.

139. IRLG did not have sufficient funds on deposit in IRLG's IOLTA account on July 9, 2025, to make the requested transfer.

140. On July 9, 2025, the ending daily balance in the IRLG IOLTA account was $322.06.

141. On July 9, 2025, Respondent issued payments in the amounts of $34.95 and $40.00 to E.T.'s surrogate reimbursement for pregnancy related expenses.

142. Respondent did not pay the surrogate the $8,000.00 that had been due in June.

143. E.T. wrote to Respondent via email on July 14, 2025, requesting that Respondent provide a copy of their client ledger and transfer their funds within 48 hours.

144. Respondent did not respond.

145. As of July 14, 2025, IRLG should have had at least $69,000.00 in funds belonging to E.T. in IRLG's IOLTA account.

146. As of that date, the balance in IRLG's IOLTA account had fallen to $86.22, a shortfall of $68,913.78.

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147. Neither Respondent nor IRLG was entitled to remove E.T.'s $68,913.78 from IRLG's IOLTA account.

148. IRLG had not incurred sufficient costs on behalf of E.T. to support removing E.T.'s $68,913.78 from IRLG's IOLTA account.

149. IRLG had not earned fees to support removing E.T.'s $68,913.78 from IRLG's IOLTA account.

150. On July 18, 2025, during a telephone conversation with a lawyer representing E.T., Respondent agreed to send E.T.'s client ledger to E.T. by July 20, 2025.

151. Respondent failed to send the ledger to E.T. or E.T.'s lawyer by July 20, 2025.

152. On July 24, 2025, Respondent did not pay a required payment to E.T.'s surrogate in the amount of $5,000.00.

153. On July 31, 2025, Respondent called E.T. and explained that due to pending litigation against the surrogacy agency, Respondent could not disburse E.T.'s funds without Respondent's lawyer's approval.

154. This statement was false.

155. There was no pending litigation that would interfere with Respondent's disbursement of E.T.'s funds.

156. There was no pending litigation between IRLG and the surrogacy agency at that time.

157. During the call, Respondent told E.T. that Respondent had missed the June payment because Respondent did not receive sufficient notice from the surrogacy agency.

158. This statement was false.

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159. On June 16, 2025, Respondent had received a request from the surrogacy agency for the June 26, 2025 payment.

160. The surrogacy agency also sent Respondent a follow-up request on June 24, 2025.

161. During the call with E.T., Respondent told E.T. that the late payments would go out as soon as possible.

162. Respondent did not issue any further payments.

163. On August 5, 2025, E.T. sent Respondent a follow-up email stating that if payment did not go out by the end of the day, E.T. would have no choice but to assume Respondent had not been truthful and would reach out to the California Attorney General.

164. Respondent did not respond to E.T.'s email.

165. On September 19, 2025, the surrogacy agency, acting on behalf of E.T., sent Respondent an email formally terminating the Trust Account Management Agreement.

166. The surrogacy agency's email requested that Respondent immediately transfer E.T.'s funds and provide a complete reconciliation of the account, along with receipts for expenses paid from their trust funds.

167. Respondent did not transfer the funds.

168. Respondent did not provide the requested reconciliation.

169. Respondent did not provide the requested receipts.

170. Respondent willfully and intentionally misappropriated and converted to Respondent's own use over $69,000.00 that Respondent was supposed to be holding in trust on behalf of E.T.

171. Respondent did so with the intent to defraud E.T.

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Funds belonging to client D.M.

172. In Fall 2024, D.M. signed an agreement with IRLG for assisted reproductive legal services.

173. In October 2024, D.M. signed a "Trust Account Management Agreement" with IRLG.

174. The Trust Account Management Agreement provided that IRLG would manage D.M.'s funds to pay costs associated with D.M.'s gestational carrier agreement.

175. On October 31, 2024, D.M. wired $14,900.00 to IRLG's IOLTA account as an advance payment toward the costs associated with D.M.'s gestational carrier agreement.

176. IRLG made three disbursements from IRLG's IOLTA account on behalf of D.M. between October 31, 2024, and January 31, 2025.

177. IRLG disbursed $1,170.00 from IRLG's IOLTA account to D.M.'s surrogacy agency on November 12, 2024.

178. IRLG disbursed $1,745.32 from IRLG's IOLTA account to D.M.'s surrogate on November 13, 2024.

179. IRLG disbursed $613.16 from IRLG's IOLTA account to D.M.'s surrogacy agency on January 21, 2025.

180. At the end of January 2025, IRLG should have had $11,371.52 in funds belonging to D.M. in IRLG's IOLTA account.

181. However, the ending balance in IRLG's IOLTA account on January 31, 2025, was $873.33, a shortfall of $10,498.19.

182. Neither Respondent nor IRLG was entitled to the $10,498.19 belonging to D.M.

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183. IRLG had not incurred sufficient costs on behalf of D.M. to support removing the $10,498.19 belonging to D.M. from IRLG's IOLTA account.

184. IRLG had not earned fees from D.M. to support removing the $10,498.19 belonging to D.M. from IRLG's IOLTA account.

185. On February 26, 2025, D.M. wired an additional $85,180.00 to IRLG's IOLTA account as a cost advance under the Trust Account Management Agreement.

186. Between February 26, 2025, and March 14, 2025, IRLG disbursed a total of $2,296.88 for costs associated with D.M.'s surrogacy.

187. IRLG should have had $90,416.48 in funds belonging to D.M. remaining in IRLG's IOLTA account on March 14, 2025.

188. The ending daily balance in IRLG's IOLTA account on that date was $37,690.83, a shortfall of $52,725.65.

189. Neither Respondent nor IRLG was entitled to the $52,725.65 belonging to D.M.

190. IRLG had not incurred sufficient costs on behalf of D.M. to support removing the $52,725.65 belonging to D.M. from IRLG's IOLTA account.

191. IRLG had not earned fees for work on behalf of D.M. to support removing the $52,725.65 belonging to D.M. from IRLG's IOLTA account.

192. In May 2025, D.M. received an email with a letter signed by Respondent attached.

193. The letter stated that Respondent had experienced a serious medical issue and was stepping back from Respondent's work at IRLG, with Respondent's clients to be transferred to another firm identified in the letter.

194. D.M. subsequently sent Respondent multiple emails asking for D.M.'s funds to be transferred to the new firm.

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195. D.M. received no response from Respondent.

196. Respondent did not transfer D.M.'s funds to the new firm.

197. Respondent did not issue a refund to D.M.

198. IRLG made one additional payment of $500.00 to D.M.'s surrogate on June 20, 2025.

199. IRLG should have had $89,916.48 in funds belonging to D.M. remaining in IRLG's IOLTA account on June 30, 2025.

200. On June 30, 2025, the balance in IRLG's IOLTA account was $68.33, a shortfall of $89,848.15.

201. On June 30, 2025, the IRLG operating account was overdrawn.

202. On June 30, 2025, Respondent's personal checking account x9047 was also overdrawn.

203. Respondent used funds belonging to D.M. for personal and business expenses.

204. Respondent willfully and intentionally misappropriated and converted to Respondent's own use over $89,000.00 that Respondent was supposed to be holding in trust on behalf of D.M.

205. Respondent did so with the intent to defraud D.M.

Funds belonging to the Ribeiros

206. On September 9, 2024, Márcio Augusto Teixeira Ribeiro and Renata Assunção Ribeiro (the Ribeiros) signed a legal services agreement with Respondent.

207. The legal services agreement states that IRLG will provide specified assisted reproduction legal services in exchange for a flat fee of $34,500.00.

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208. The legal services agreement also states that it "shall be governed by, and construed in accordance with the laws of California."

209. On December 11, 2024, Márcio and Renata[2] executed a separate "Trust Account Management Agreement" with Respondent.

210. The Trust Account Management Agreement provides that IRLG will establish and manage a trust account for disbursements made in connection with their gestational carrier agreement.

211. The Trust Account Management Agreement states that all funds received will be deposited into IRLG's IOLTA account.

212. Prior to receiving any funds from the Ribeiros, Respondent disbursed funds from the IRLG IOLTA account on their behalf.

213. On January 2, 2025, Respondent issued check #12093 on the IRLG IOLTA account in the amount of $300.00 to a vendor to pay for an expense relating to the Ribeiros's surrogate.

214. On January 3, 2025, Respondent issued check #12094 on the IRLG IOLTA account in the amount of $517.68 payable to the Ribeiros's surrogate as reimbursement for an insurance expense.

215. The Ribeiros did not have any funds on deposit in the IRLG IOLTA account at the time check #12093 and check #12094 were issued.

[2] Because Márcio Teixeira Ribeiro and Renata Assunção Ribeiro share a surname, they will be referenced by their first names in this Formal Complaint. No offense is intended.

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216. Between February 5, 2025, and April 1, 2025, Márcio wired a total of $109,500.00 to IRLG's IOLTA account as advance payments of costs under the Trust Account Management Agreement.

217. As of April 2, 2025, IRLG had disbursed a total of $5,226.30 from the IRLG IOLTA account on behalf the Ribeiros.

218. On April 2, 2025, IRLG should have had $104,273.70 in funds belonging to the Ribeiros in IRLG's IOLTA account.

219. On April 2, 2025, the ending daily balance in the IRLG IOLTA account was $8,900.47, a shortfall of $95,372.53.

220. As of April 2, 2025, Respondent had disbursed $95,372.53 in funds belonging to the Ribeiros from the IRLG IOLTA account without entitlement.

221. Respondent used the Ribeiros's funds to pay Respondent's personal and business expenses as well as expenses for clients other than the Ribeiros.

222. On May 21, 2025, the Ribeiros received a letter signed by Respondent stating that Respondent had decided to "step back" from IRLG for health reasons and asking that clients transfer their cases to another firm identified in the letter.

223. On or about May 28, 2025, the Ribeiros engaged the new firm and transferred their case to that firm.

224. On July 10, 2025, the Ribeiros and their personal lawyer in Brazil, Anna Cristina Rettore, called Respondent to discuss the funds the Ribeiros had entrusted to Respondent and IRLG.

225. During the call, Respondent assured them that Respondent would send them their ledger and refund the remaining trust balance.

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226. Respondent sent them the ledger on or about July 11, 2025.

227. The ledger indicated the Ribeiros had a remaining balance in IRLG's IOLTA account of $136,911.79.

228. The ledger was false because the balance in IRLG's IOLTA account at that time was only $322.06.

229. The ledger was also inaccurate because Respondent had included the Ribeiros's payment of legal fees as a deposit on the client ledger and had not recorded all disbursements made from the IRLG IOLTA account on their behalf.

230. The Ribeiros should have had $100,411.79 in IRLG's IOLTA account as of July 11, 2025.

231. On July 11, 2025, Rettore sent Respondent an email requesting that the Ribeiros's funds be transferred to a new escrow account within one week.

232. Respondent did not respond to Rettore's email.

233. On July 14, 2025, Márcio sent Respondent an email to "emphasize how important it is for [them] to complete this transfer as soon as possible" so that they could "proceed with the next steps alongside [their] surrogate."

234. On July 16, 2025, Respondent sent emails to the Ribeiros, Rettore, and the surrogacy agency, responding to inquiries about the transfer by stating that the bank had a daily wire limit of $250,000.00 and that other wires had already been scheduled.

235. These statements were false.

236. These statements were misleading in implying that the Ribeiros's funds were still being held in IRLG's IOLTA account.

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237. IRLG's IOLTA account balance on July 16, 2025, was only $86.22, so Respondent could not return the funds owed to the Ribeiros regardless of daily wire limits.

238. On July 21, 2025, Renata sent Respondent an email asking for an update by the end of the day as to the date the funds would be transferred.

239. Respondent did not respond to Renata's email.

240. On July 24, 2025, the Ribeiros's surrogacy agency sent Respondent an email stating that the Ribeiros "urgently need their funds transferred" and that "failure to do so will . . . put their surrogacy at significant risk."

241. Respondent did not respond to the email from the surrogacy agency.

242. On July 30, 2025, Rettore wrote to Respondent reiterating the request to transfer funds and asking that it be completed no later than August 1, 2025.

243. Respondent did not respond to Rettore's email.

244. On August 4, 2025, the surrogacy agency wrote to Respondent expressing "grave concern" about Respondent's "unresponsiveness."

245. The agency's email stated that the failure to transfer funds was "causing a critical delay" for the Ribeiros and "putting their surrogacy journey at risk."

246. The agency's email asked that Respondent contact them that day to confirm that Respondent would immediately initiate the transfer of funds.

247. Respondent did not respond to the email from the surrogacy agency.

248. By July 14, 2025, the balance in the IRLG IOLTA account had fallen to $86.22 and remained at that amount through the end of the year.

249. IRLG incurred no further costs on behalf of the Ribeiros after June 4, 2025.

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250. From that date forward, IRLG should have been holding $100,411.79 in funds belonging to the Ribeiros in the IRLG IOLTA account.

251. Respondent willfully and intentionally misappropriated and converted to Respondent's own use over $100,000.00 in funds that Respondent was supposed to be holding in trust on behalf of the Ribeiros.

252. Respondent did so with the intent to defraud them.

253. On September 25, 2025, Márcio filed a grievance against Respondent with the Washington State Bar Association.

254. Márcio also filed grievances against Respondent in other jurisdictions in which Respondent was licensed to practice law.

255. On November 29, 2025, in a written response to Márcio's grievance, Respondent stated that Respondent did not respond to communications from the Ribeiros because Respondent knew they were represented by another firm.

256. This statement was false.

257. Respondent was in direct communication with the Ribeiros's personal lawyer in Brazil regarding the return of their funds.

258. On January 9, 2026, ODC sent Respondent an investigative inquiry letter relating to Márcio's grievance (Ribeiro inquiry letter), asking Respondent to answer questions regarding the amount owed to the Ribeiros and the location of their funds.

259. The Ribeiro inquiry letter also requested copies of financial records relating to funds received and disbursed in connection with the representation of the Ribieros as well as a copy of IRLG's QuickBooks file containing the firm's trust account records.

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260. The Ribeiro inquiry letter asked that Respondent respond on or before February 9, 2026.

261. On February 9, 2026, Respondent requested that the deadline for responding to the Ribeiro inquiry letter be extended to February 27, 2026.

262. ODC agreed to the requested extension.

263. Respondent did not respond to the questions posed in the Ribeiro inquiry letter on or before February 27, 2026.

264. Respondent did not provide the records requested in the Ribeiro inquiry letter on or before February 27, 2026.

265. On March 2, 2026, ODC sent Respondent a letter directing Respondent to both respond to the questions ODC had posed in the Ribeiro inquiry letter and provide the requested records on or before March 12, 2026.

266. Respondent did not answer ODC's questions or provide the requested records on or before March 12, 2026.

267. Accordingly, on March 13, 2026, ODC issued a subpoena duces tecum requiring Respondent to produce records relating to Márcio's grievance and IRLG's trust accounting no later than March 23, 2026, and testify at a deposition on March 30, 2026.

268. Respondent did not provide ODC with the subpoenaed records on or before March 23, 2026.

269. Respondent did not appear for the scheduled deposition on March 30, 2026.

Funds belonging to Michael Dee and Will Leubsdorf

270. On March 3, 2025, Michael Dee and Dee's spouse, Will Leubsdorf, signed a legal services agreement with Respondent.

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271. The legal services agreement provides that IRLG would provide them with specified assisted reproduction legal services in exchange for a flat fee of $11,475.00.

272. The legal services agreement states that fee payments are to be sent to the IRLG operating account.

273. The legal services agreement also states that it "shall be governed by, and construed in accordance with the laws of California."

274. On March 13, 2025, Dee and Leubsdorf executed separate "Trust Account Management Agreements" with Respondent providing that IRLG would establish and manage trust accounts for disbursements made in connection with their gestational carrier agreements.

275. The Trust Account Management Agreement states that all funds received will be deposited into IRLG's IOLTA account.

276. On March 28, 2025, Leubsdorf wired $62,100.00 to IRLG's IOLTA account as an advance toward the costs associated with their surrogacies.

277. On April 1, 2025, Respondent executed three online transfers from IRLG's IOLTA account to IRLG's operating account totaling $57,000.00.

278. Neither Respondent nor IRLG was entitled to these funds.

279. Dee and Leubsdorf had not incurred any costs or fees at that time that would support disbursements from the IRLG IOLTA account.

280. IRLG should have still have held their $62,100.00 in IRLG's IOLTA account on April 1, 2025.

281. The ending daily balance in IRLG's IOLTA account on April 1, 2025, was $45,448.71, a shortfall of $16,651.29.

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282. Respondent used funds belonging to Dee and Leubsdorf to pay business operating expenses and personal expenses.

283. On April 1, 2025, IRLG disbursed $43,231.50 from IRLG's operating account for payroll and other business expenses.

284. IRLG did not have sufficient funds to cover these expenses without the transfers from IRLG's IOLTA account.

285. On April 1, 2025, Respondent also executed an online transfer in the amount of $12,000.00 from IRLG's operating account to Respondent's personal checking account x9047.

286. Prior to the $57,000.00 in transfers on April 1, 2025, IRLG's operating account had a balance of $2,686.19.

287. On April 2, 2025, Respondent executed another online transfer from IRLG's IOLTA account to IRLG's operating account in the amount of $36,000.00.

288. Neither Respondent nor IRLG was entitled to these funds.

289. Dee and Leubsdorf had not incurred any costs or fees at that time that would support disbursements from the IRLG IOLTA account.

290. IRLG should have still had their full $62,100.00 in IRLG's IOLTA account on April 2, 2025.

291. The daily ending balance in IRLG's IOLTA account on April 2, 2025, was $8,900.47, a shortfall of $53,199.53.

292. Respondent used funds belonging to Dee and Leubsdorf without entitlement to pay business operating expenses.

293. On April 4, 2025, IRLG disbursed $40,250.86 from IRLG's operating account for payroll and other business expenses.

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294. By April 30, 2025, the balance in IRLG's IOLTA account had fallen to zero.

295. At that point, Dee and Leubsdorf had incurred only $1,140.91 in costs and should have had $60,959.09 remaining in trust.

296. On May 21, 2025, Dee and Leubsdorf received a letter signed by Respondent stating that Respondent had decided to "step back" from IRLG for health reasons and asking all clients to transfer their cases to another firm. Dee and Leubsdorf subsequently requested a refund of their unused trust funds.

297. On June 30, 2025, Respondent sent Dee and Leubsdorf an email with a ledger attached that purported to show deposits to, and disbursements from, IRLG's IOLTA account on their behalf.

298. The client ledger Respondent provided shows that as of June 3, 2025, they had a remaining balance in trust due to them of $60,147.51.

299. The ledger was false.

300. The daily ending balance in IRLG's IOLTA account on June 3, 2025, was only $17,611.84.

301. The ledger was inaccurate because it was missing two disbursements IRLG made from the IRLG IOTLA account on behalf of Dee and Leubsdorf in the amounts of $773.91 on April 10, 2025, and $228.21 on June 4, 2025.

302. IRLG should have had $59,145.39 belonging to Dee and Leubsdorf in the IRLG IOLTA account as of June 30, 2025.

303. The daily ending balance for IRLG's IOLTA account on June 30, 2025, was $68.33, a shortfall of $59,077.06.

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304. Respondent willfully and intentionally misappropriated and converted to Respondent's own use over $59,000.00 in funds that Respondent was supposed to be holding in trust on behalf of Dee and Leubsdorf.

305. Respondent did so with the intent to defraud them.

306. In the June 30, 2025 email transmitting the ledger, Respondent wrote: "As for the balance, we do have a daily outgoing limit so we would need to place you in the queue, as we have scheduled disbursements and transfers."

307. This statement was misleading in implying that their funds were still being held in IRLG's IOLTA account when Respondent had already used their funds for Respondent's personal and business expenses.

308. As noted above, on June 30, 2025, the balance in IRLG's IOLTA account was $68.33.

309. As of that date, IRLG's operating account was overdrawn, with a negative balance of -$460.56.

310. On July 8, 2025, Leubsdorf sent Respondent an email asking for an update on the disbursement date for their refund.

311. On July 10, 2025, Respondent replied: "The refund was placed in the wire queue and will be released on or before July 15th. I will provide you with the wire confirmation details once I see it is sent."

312. This statement was misleading in implying that their funds were still being held in IRLG's IOLTA account when Respondent had already used their funds for Respondent's personal and business expenses.

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313. As of July 10, 2025, the balance in IRLG's trust account was $322.06, and the balance in IRLG's operating account was $743.70.

314. Leubsdorf sent Respondent follow-up emails on July 18, July 21, and July 24, 2025, requesting an update on the status of their funds.

315. Respondent did not respond to Leubsdorf's emails.

316. On July 25 and July 28, 2025, Dee called Respondent's work and cell phone numbers and left voicemails.

317. Respondent did not return Dee's calls.

318. On July 28, 2025, Dee sent Respondent an email stating that they would pursue legal action if they did not receive their funds by July 30, 2025.

319. Respondent did not respond to Dee's email.

320. On July 30, 2025, Dee filed a grievance against Respondent with the Washington State Bar Association.

321. Dee also filed grievances against Respondent in other jurisdictions in which Respondent was licensed to practice law.

322. Dee and Leubsdorf subsequently retained counsel to assist them in recovering their funds.

323. On August 6, 2025, through counsel, Dee and Leubsdorf sent Respondent a formal demand letter via overnight mail and email requesting that their funds and client file be provided to them by August 11, 2025.

324. Respondent did not return their funds, provide their client file, or otherwise respond to the letter.

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325. On August 22, 2025, Dee and Leubsdorf filed suit against Respondent and IRLG in Los Angeles County Superior Court seeking the return of their funds and other damages.

326. On January 9, 2026, ODC sent Respondent an investigative inquiry letter (Dee inquiry letter) asking Respondent to answer questions regarding the amount owed to Dee and Leubsdorf and the location of their funds.

327. The Dee inquiry letter also requested copies of financial records relating to funds received and disbursed in connection with the representation, as well as a copy of IRLG's QuickBooks file containing IRLG's trust accounting records.

328. The Dee inquiry letter asked that Respondent respond on or before February 9, 2026.

329. On January 23, 2026, Respondent sent a settlement offer to the lawyer representing Dee and Leubsdorf in their civil suit in California.

330. The terms of Respondent's settlement offer required that Dee and Leubsdorf "immediately have any complaints in states in which I am licensed dismissed/closed."

331. In making the offer, Respondent wrote: "Once the IOLTA is transferred to me from the former owner of International Reproductive Law Group Inc. ("IRLG") your clients' funds will be released to the account of their choosing."

332. This statement was misleading.

333. Respondent had been an authorized signer on IRLG's IOLTA account since October 16, 2024, and thus could have transferred the funds at any time.

334. Furthermore, Respondent had removed the former owner, Halm, as an authorized signer on IRLG's IOLTA account on June 3, 2025.

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335. Respondent's statement was also misleading because Respondent had transferred Dee and Leubsdorf's funds out of IRLG's IOLTA account in April 2025, so control of that account was not relevant to Respondent's ability to release their funds.

336. On February 9, 2026, Respondent requested that the deadline for responding to the Dee inquiry letter be extended to February 27, 2026.

337. ODC agreed to the requested extension.

338. On February 26, 2026, at Respondent's request, ODC participated in a telephone conference with Respondent.

339. During the call, Respondent stated that the trustee for the IRLG IOLTA account was the former owner of IRLG.

340. This statement was false.

341. Respondent also stated that both Dee and Márcio had filed similar grievances against Respondent in all the states in which Respondent was licensed and that all states except Washington had dismissed the grievances.

342. This statement was false.

343. The grievances Dee had filed in other states had not been dismissed as of that date.

344. The grievances Márcio had filed in other states had not been dismissed as of that date.

345. Later on February 26, 2026, Respondent sent ODC emails stating that the records ODC had requested were not Respondent's to provide because the former owner of IRLG is the trustee for IRLG's IOLTA account, and Respondent is only a signer.

346. These statements were false.

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347. Respondent did not respond to the questions ODC posed in the Dee inquiry letter or provide the requested records by February 27, 2026.

348. On March 2, 2026, ODC sent Respondent a letter directing Respondent to both answer the questions ODC had posed in the Dee inquiry letter and provide the requested records on or before March 12, 2026.

349. On March 4, 2026, Respondent sent ODC an email stating that Dee and Márcio had "filed claims in almost every state in which I am licensed, all of which were closed, except for the State of Washington."

350. This statement was false.

351. The grievances Dee had filed in other states had not been closed or dismissed as of that date.

352. The grievances Márcio had filed in other states had not been closed or dismissed as of that date.

353. Respondent did not respond to the questions asked in the Dee inquiry letter or provide the requested records on or before March 12, 2026.

354. On March 13, 2026, ODC issued a subpoena duces tecum requiring Respondent to produce records relating to Dee's grievance no later than March 23, 2026, and testify at a deposition on March 25, 2026.

355. Respondent did not produce any records on or before March 23, 2026.

356. Respondent did not appear for the scheduled deposition on March 25, 2026.

Respondent's mental state

357. Respondent acted intentionally in failing to maintain funds belonging to E.T., D.M., Dee, Leubsdorf, the Ribeiros, and other clients in an IOLTA account.

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358. Respondent acted at least knowingly in failing to promptly distribute funds that E.T., D.M., Dee, Leubsdorf, and the Ribeiros were entitled to receive.

359. Respondent acted at least knowingly in failing to refund to E.T., D.M., Dee, Leubsdorf, and the Ribeiros the remainder of their advance payments for costs.

360. Respondent acted intentionally in misappropriating and converting funds belonging to E.T., D.M., Dee and Leubsdorf, the Ribeiros, and other clients for Respondent's own use as described above.

361. Respondent acted intentionally in making false and misleading statements to E.T., D.M., Dee, Leubsdorf, and the Ribeiros as described above.

362. Respondent acted intentionally in seeking an agreement from Dee that Dee withdraw disciplinary complaints Dee had filed against Respondent as described above.

363. In doing so, Respondent acted with the intent to influence the outcome of disciplinary proceedings.

364. Respondent acted intentionally in making false statements to ODC as described above.

365. Respondent made these false statements to ODC with the intent to avoid discipline.

366. Respondent acted intentionally in failing to respond to ODC's requests for information and records, failing to produce subpoenaed records, and failing to appear for depositions as described above.

Consequences of Respondent's misconduct

367. Respondent's failure to maintain client funds in trust caused potential injury to the clients by exposing their funds to Respondent's creditors and those of IRLG.

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368. Respondent's misappropriation of client funds and failure to return such funds to the clients caused serious financial injury to the clients by depriving them of the use of the funds and caused them potentially serious injury by putting their efforts to have a child at risk.

369. Respondent's false statements to clients caused potentially serious injury to them by delaying both their efforts to have a child and their pursuit of other means of recovering their funds.

370. Respondent's attempt to induce Dee to withdraw the grievances Dee had filed caused potentially significant interference with the outcome of a legal proceeding.

371. Respondent's false statements to ODC caused potentially serious injury to the disciplinary system and adversely reflect on Respondent's fitness to practice law.

372. Respondent's failure to cooperate with ODC's disciplinary investigations impeded the investigation of serious misconduct and thereby harmed the clients involved, the public, the legal profession, the disciplinary system, and the legal system as a whole.

373. The misconduct charged in Count 1, Count 2, Count 3, and Count 4 below occurred in California.

374. The predominant effect of the misconduct charged in Count 1, Count 2, Count 3, and Count 4 below was in California.

375. The misconduct charged in Count 5 occurred in connection with a matter pending before a court in California.

376. The predominant effect of the misconduct charged in Count 6 and Count 7 below was in Washington.

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COUNT 1

377. By failing to hold funds belonging to E.T., D.M., Dee, Leubsdorf, the Ribeiros, and/or other clients in a trust account, Respondent violated Rule 1.15(a) of the California Rules of Professional Conduct (CA RPC).

COUNT 2

378. By willfully and intentionally misappropriating and converting to Respondent's own use funds belonging to E.T., D.M., Dee, Leubsdorf, the Ribeiros, and/or other clients, with intent to defraud them, Respondent violated CA RPC 8.4(b) (by violating Cal. Pen. Code § 484, § 503, and § 506), and/or CA RPC 8.4(c), and/or California Business and Professions Code (BPC) § 6106.

COUNT 3

379. By failing to promptly return funds that E.T., D.M., Dee, Leubsdorf, and/or the Ribeiros had advanced for costs that were not incurred and/or by failing to return funds that they were entitled to receive, Respondent violated CA RPC 1.15(d)(7) and/or CA RPC 1.16(e)(2).

COUNT 4

380. By making false and misleading statements to E.T., Dee, Leubsdorf, and/or the Ribeiros and/or by providing Dee, Leubsdorf, and/or the Ribeiros with client ledgers falsely indicating their funds were still being held in IRLG's IOLTA account, Respondent violated CA RPC 8.4(c) and/or BPC § 6106.

COUNT 5

381. By proposing a settlement that required Dee to withdraw Dee's grievances, Respondent violated BPC § 6090.5 and/or CA RPC 8.4(d).

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COUNT 6

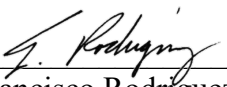
382. By making one or more false statements to ODC, Respondent violated WA RPC 8.1(a), WA RPC 8.4(c), WA RPC 8.4(d), and/or WA RPC 8.4(*l*) (by violating ELC 5.3(g)).

COUNT 7

383. By failing to promptly respond to disciplinary counsel's inquiries and/or requests for records, and/or by failing to respond to ODC's subpoenas duces tecum, and/or by failing to appear for depositions, Respondent violated WA RPC 8.1(b), WA RPC 8.4(d), and/or WA RPC 8.4(*l*) (by violating ELC 1.5, ELC 5.3(f), ELC 5.3(g), and/or ELC 5.5(d)).

THEREFORE, Disciplinary Counsel requests that a hearing be held under the Rules for Enforcement of Lawyer Conduct. Possible dispositions include disciplinary action, probation, restitution, and assessment of the costs and expenses of these proceedings.

Dated this 9th day of April, 2026.



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