

COMPLAINT OF PROFESSIONAL MISCONDUCT AGAINST ANNE ASHBY

Submitted to:

Office of Chief Disciplinary Counsel
State Bar of Texas

Respondent:

Anne Ashby, Texas Bar No. 15402600
Attorney and Arbitrator, Law Office of Anne Ashby, PLLC
Dallas, Texas

Complainants:

Caroline Allison
Houston, Texas

Richard Allison
San Diego, California

Related Proceedings

Fee dispute case (2021 - 2026): AAA Arbitration Case No. 01-22-0000-9524 - *Caroline Allison and Richard Allison v. Jorge Borunda, Nick Abaza, and Michael Trevino, et al.*, Cause No. 2021-80256, Harris County Civil Court.

Will contest case (2019 – 2021): *In the Estate of Richard Gerard Allison*, Collin County Probate Court No. PB1-1332-2019.

CASE SUMMARY

Whether **Anne Ashby (Texas Bar No. 15402600)** violated the Texas Disciplinary Rules of Professional Conduct while serving as an arbitrator in an AAA proceeding involving a multi-million-dollar attorney fee dispute arising from the underlying dispute from the Estate of Richard Gerard Allison.

I. Opening Summary

This complaint arises from a high-stakes arbitration that determined the outcome of a multi-million-dollar attorney fee dispute involving the Allison family estate. At issue were inheritance assets, legal fees, and financial liability affecting generational wealth.

The primary stakeholders included the beneficiaries, Caroline Allison and Richard Allison Jr. (“The Clients”), of the Richard Allison Trust, their former attorneys, Nicholas Abaza, Jorge Borunda, and Michael Trevino (“The Lawyers”), and the appointed arbitrator, Anne Ashby (Ashby”), who was entrusted to serve as a neutral decision-maker.

Please watch the Dolcefino investigative video series to get up on the case. This report is built around these two videos.

Exhibit 1 - Dolcefino Video Investigates #1: Damn Lawyers - Allison Family Probate Case - Link: <https://www.youtube.com/watch?v=j5aWUy6oJT0>

Exhibit 2 - Dolcefino Video Investigates #2: Damn Lawyers – Rigged Arbitration – the Stench of Cronyism - https://youtu.be/lgHSGHJc7xE?si=ol_w95WdbGQUAmUd

At the outset, Ashby executed a sworn Arbitrator Oath certifying that she had conducted a diligent conflict check, and that her disclosures were complete and accurate, and that no facts existed that could create an appearance of partiality.

This oath imposed a heightened duty of candor, **requiring disclosure** of any **direct or indirect personal, professional, or financial relationship that could raise doubt**. Despite this obligation, her disclosures—issued through the American Arbitration Association—were **materially incomplete and misleading by omission**. They failed to convey the depth, duration, and **significance of her longstanding relationships with individuals connected to the underlying dispute, particularly Michael Collins**.

The structure of the arbitration amplified the impact of these omissions. Although conducted in Houston, the proceeding was effectively influenced by the Ashby/Collins Legal Network in which both the arbitrator and her cronies operated in Dallas, Texas.

The Complainants, by contrast, were based outside that network and were wholly dependent on full transparency to evaluate potential conflicts. Instead, Ashby’s disclosures were delayed, fragmented, and understated—emerging well after Ashby’s appointment and after the proceedings were underway—thereby preventing any meaningful opportunity to object or seek recusal.

This matter reflects not an isolated error, but a pattern of conduct, including:

- **Materially incomplete disclosures and omission of critical context**
- **Understatement of longstanding personal, professional, and financial relationships**
- **Delayed disclosures made only after appointment and case progression**

The arbitration itself further supports a **reasonable appearance of bias**. Ashby restricted one side’s evidence, including refusing to hear live expert testimony despite witnesses being present, while applying uneven evidentiary standards. She excluded relevant testimony from other former clients and issued rulings affecting non-party trust assets.

The Final Award demonstrates an extraordinary alignment with the attorneys’ position. Ashby **adopted the attorneys’ legal theories wholesale, relied heavily on their submissions, and awarded all requested relief—including fees, costs, and interest—producing an outcome that mirrored their position without meaningful independent analysis**.

Taken together, the sworn oath, the incomplete and delayed disclosures, the procedural imbalance, and the outcome of the arbitration create a compelling and **reasonable basis to question neutrality**.

This was not an independent adjudication—it presents a **clear appearance of evident partiality**.

II. THIS CASE CONCERNS THE INTEGRITY OF AN ADJUDICATORY PROCESS

This complaint presents a straightforward but serious question:

Did an arbitrator make materially incomplete disclosures and then conduct a proceeding in a manner that created a reasonable impression of bias in a high-stakes arbitration?

The evidence warrants investigation.

What Was at Stake

At its core, this arbitration involved **substantial financial, legal, and structural consequences** for the parties—particularly the clients.

Key Stakes:

- **Millions of Dollars in Legal Fees** - The attorneys sought and obtained a **multi-million dollar settlement** (on Trust assets the Beneficiaries/Clients already had rights to)
- **Control Over Inheritance Assets** - The dispute impacted how Trust assets might be forced to satisfy personal judgments owed by the Clients to their ex-attorneys for legal fees.
- **Client Financial Harm** - The clients faced the risk—and ultimately the reality—of **significant financial loss**, including depletion of inheritance proceeds and massive tax hits.
- **Precedent for Trust Liability** - The award raised serious legal questions about whether a **spendthrift trust** could be indirectly compelled to satisfy a personal judgment.
- **Loss of Jury Trial and Limited Appeal Rights** - Because the dispute was forced into arbitration, the clients lost:
 - The right to a jury
 - Full judicial review
 - Broader procedural protections
- **Credibility of the Arbitration Process** - The case ultimately put at stake the **integrity of the arbitral system**, particularly where disclosure obligations and neutrality are central to fairness.

Arbitration replaces the public court system. It is often **final and difficult to appeal**.

That makes **disclosure and neutrality the primary safeguards** protecting the public.

If an arbitrator may:

- **Fail to disclose under Oath**
- **Directly contradicts “no conflict” disclosures under Oath**
- **Disclose selectively**
- **Omit material context**
- **Restrict one side’s evidence**
- **And still issue sweeping financial rulings**

then confidence in the arbitration system is compromised.

III. SUMMARY OF MISCONDUCT

This case is not about a single ruling. It reflects a broader pattern that must be evaluated in light of the arbitrator’s **sworn pre-appointment oath of neutrality and full disclosure.**

Rules Implicated

- Rule 1.06 — Conflict of Interest
- Rule 2.01 — Independent Judgment
- Rule 3.03 — Candor
- Rule 3.05 — Impartiality of Tribunal
- Rule 4.01 — Truthfulness
- Rule 4.04 — Rights of Third Persons
- Rule 8.04(a)(3) — Misrepresentation
- Rule 8.04(a)(4) — Conduct Prejudicial to Justice

Before being appointed, Anne Ashby was expressly instructed to disclose **any past or present relationship—direct or indirect, financial, professional, or social—and to resolve any doubts in favor of disclosure.** She then certified under oath that she had conducted a diligent conflict check, that her disclosures were **current, accurate, and complete**, and that she was aware of **no information that could create a justifiable doubt as to her impartiality.**

Anne Ashby violated the Texas Disciplinary Rules of Professional Conduct by:

- **Perjuring herself under oath, as per the General Arbitrator Oath Form**
- Serving as arbitrator in a matter where those **undisclosed and understated relationships** created at least a **reasonable appearance of partiality**, amplified by the **attorneys’ access to the arbitrator’s professional network**
- **Delayed disclosures made only after appointment and case progression**
- **Omission of context necessary to evaluate impartiality**
- Making conflict disclosures that were **materially incomplete and misleading by omission**, particularly in a proceeding where the complainants lacked access to the Ashby/Collins Legal Network and were **dependent on full transparency**
- Failing to disclose the **true depth, duration, and interconnected nature** of her relationships with Michael Collins, Keith Staubus, and Steven L. Besly

- Conducting the arbitration in a manner that **materially restricted one side's evidence**, including refusal of live expert testimony from witnesses who were present and prepared to testify. She allowed their expert witness to testify.
- Failure to follow and apply the law with **egregious illegal orders** including awarding damages to a party with no contract, demanding payment from a non-party that was never before the arbitration court, and awarding contingency fees on invalid, voidable contracts that did not comply with Texas Law.
- Excluding **relevant testimony** from other **former clients**, including **Gail Echols**, while the opposing side was not held to the same evidentiary burden
- An award that **exceeded arbitral authority and impacted non-parties**
- Entering orders affecting **non-party entities**, including trust assets, beyond the proper scope of arbitral authority
- Issuing financial rulings and awards that raise serious questions regarding **neutrality, legal accuracy, and fairness**, including awards alleged to exceed contractual and legal limits

Taken together, these facts raise serious concerns regarding **candor, neutrality, and the administration of justice**.

IV. GROUNDS FOR DISCIPLINARY INVESTIGATION

Attorneys serving as arbitrators are held to ethical standards comparable to those governing judges and lawyers in adjudicatory roles. These obligations include:

- Full and transparent conflict disclosures
- Neutrality and fairness toward all parties
- Strict adherence to the limits of arbitral authority
- Truthful and complete statements upon which parties rely
- Fair and balanced evidentiary rulings
- Accuracy in financial awards and remedies

These obligations take on **heightened importance** where, as here, the arbitration is conducted within a **localized professional network unfamiliar to one side of the dispute**.

This complaint presents substantial evidence that these standards were not met. This is not a complaint about an unfavorable outcome.

It asks whether **Anne Ashby complied with the ethical obligations required of an attorney serving as a neutral decision-maker**—particularly where disclosure was the only mechanism available to out-of-network parties to assess impartiality.

The evidence warrants investigation.

V. GEOGRAPHIC DISPARITY & INFORMATION ASYMMETRY

The structure of the arbitration magnified these concerns:

- Attorneys and related counsel were based in **Houston**
- One party was based in **California**
- The underlying litigation occurred in **Dallas (Collin County)**
- The arbitrator and key individuals operated within a **Ashby/Collins Legal Network**

As a result:

- The Allison siblings had **no meaningful access to fully evaluate that network**
- They could not independently evaluate relationships or reputational context
- They were **entirely dependent on the arbitrator’s disclosures**

This created a clear **information asymmetry**. In this context, **full transparency was the only safeguard of fairness**. Incomplete disclosures therefore carry heightened significance.

VI. MATERIAL MISREPRESENTATION AND DISCLOSURE ISSUES

CORE THESIS: The arbitration was not neutral. The record shows a pattern of undisclosed relationships, financial dependency, and interconnected actors that created a clear appearance of evident partiality.

Evident Partiality Overview – Graphs A–I

Please review these graphs when discussing the next section.

- Graph A: Misleading and incomplete disclosures; oath contradicted by facts
- Graph B: Financial dependency: Bankruptcy → Collins hires Ashby → Arbitration
- Graph C: Network of influence: interconnected relationships
- Graph D: Who benefited? Money – Awards – Outcomes
- Graph E: Conflict Timeline and Relationship Web
- Graph F: Network Map - Visual Connection Diagram
- Graph G: Spotlight on Michael Collins Relationship
- Graph H: Side by Side Comparison: What the Lawyers Asked for & What They Got
- Graph I: Analysis - Highlights Disconnect Between Issues Presented and the Final Award

KEY FINDINGS

- Arbitrator denied relationships under oath despite longstanding ties
- Arbitrator had the “tools” to run detailed conflict checks and chose not to disclose.
- Critical relationships disclosed late or minimized
- Financial and professional dependency existed
- Interconnected network of participants
- Arbitration outcomes favored connected parties

LEGAL STANDARD

Evident partiality exists where a reasonable person would conclude that an arbitrator failed to disclose information creating a reasonable impression of bias.

CONCLUSION: This case presents not isolated nondisclosures, but a pattern of concealed relationships, financial entanglement, and coordinated outcomes. The integrity of the arbitration process is compromised.

Original Disclosures attached as Exhibit 6:

- a) Sept. 30, 2022 – Initial Disclosures - General Arbitrator Oath
- b) Sept. 30, 2022 – Initial Disclosure
- c) Sept. 30, 2022 – Initial Disclosure – Resume
- d) Sept. 30, 2022 – Initial Disclosure – Compensation Agreements
- e) Oct. 4, 2022 – Preliminary AAA Appointment of Anne Ashby
- f) Oct. 4, 2022 – 1st Supplemental Disclosure – minor disclosure
- g) Oct. 11, 2022 – Affirmation of AAA Appointment of Anne Ashby
- h) Oct. 19, 2023 – AAA – Ashby Appointment letter
- i) Jun 5, 2023 – 2nd Supplemental Disclosure – Experts disclosure
- j) Jun. 15, 2023 – 3rd Supplemental Disclosure – Major disclosure – went undetected

Timeline of Ashby Disclosures & Appointment: Key Dates (What Happened vs What Was Disclosed)

Date	Event	What Ashby Told Parties	What She Did NOT Tell
Sept. 30, 2022	Initial Arbitrator Oath + 1 st Disclosures	- “No” relationships with parties or witnesses - Admits she has the tools to run “conflict checks at Shields Law Group: “No conflicts.” - Generic: “I know many lawyers”	✗ No disclosure of: - Michael Collins as her divorce lawyer - Working with Collins at his firm - Longstanding personal/professional relationship - Relationship with key witness Keith Staubus
Oct. 4–11, 2022	1 st Supplemental Disclosure (AAA notice issued)	Minor follow-up disclosure (non-material)	✗ Still no disclosure of: - Collins relationship depth - Employment under Collins - Financial ties
Oct. 19, 2022	Ashby officially appointed Arbitrator	Appointment finalized	✗ Parties still unaware of: - True Collins relationship - Financial dependency history

June 5, 2024	Ashby submits 2nd Supplemental Disclosure regarding the Expert Witnesses	<ul style="list-style-type: none"> - Worked as mediator where Kevin Spencer was listed as co-counsel (2021) - Was on a zoom call once with Lilian Hardwick in 2008 - Worked as mediator on a case for Dan Tostrud's firm (2020) 	<ul style="list-style-type: none"> ✗ Still omits: <ul style="list-style-type: none"> -Keith Staubus (who was an expert witness for the Lawyers) - 35+ year relationship - Bankruptcy timing + Collins hiring her immediately after - Director-level role at Collins firm - Ongoing ties (Besly, firm overlap)
June 15, 2023	Submits 3rd Supplemental Disclosure (8 days before reaffirmation)	<ul style="list-style-type: none"> - Collins handled her divorce - Worked with Collins ~2 years - "I have known him" - "Everyone knows everyone" framing 	<ul style="list-style-type: none"> ✗ Still omits: <ul style="list-style-type: none"> - 35+ year relationship - Bankruptcy timing + Collins hiring her immediately after - Director-level role at Collins firm - Ongoing ties to Collins (Besly, firm overlap)
June 23, 2023	AAA reaffirms Ashby as arbitrator	No objection window effectively closes	✗ Disclosure comes too late for meaningful challenge

This timeline table (above) – **“The Timeline of Ashby’s Disclosures and Appointment,”** demonstrates a clear pattern in which Anne Ashby did not fully disclose material relationships at the time disclosure was most critical—before her appointment and before the parties could meaningfully object.

On September 30, 2022, Ashby denied in the **General Arbitrator Oath** on a sworn statement any relationships with parties or witnesses and provided only generic statements, omitting her longstanding personal and professional relationship with Michael Collins and connections to key participants like Keith Staubus. Subsequent disclosures in October 2022 remained limited and failed to add these critical details, even as she was formally appointed arbitrator.

Please reference the Table on the next page, while reading this section: **“Timeline of Ashby Disclosures & Appointment: Key Dates (What Happened and What was Disclosed)”**

On the Sept. 30, 2022 initial disclosure that was on her company letterhead, on Question No. 10 – **Are you a member of any organization that is not listed on your resume that may be relevant to this arbitration?**

Anne Ashby provides the following answer:

In February of 2014, I joined Shields Legal Group as “Of Counsel.” My main focus with the firm is to represent entrepreneurs from the growth to exit stage. I conducted a

computerized conflicts search within Shields Legal Group “SLG” and have discovered no conflicts.

This demonstrates that she not only knew how to conduct a conflict check, but she also had the tools to conduct a conflict check. She re-certifies her answer as being truthful and accurate. This answer is a direct contradiction to the truth.

On the other two questions, below, Anne Ashby answers “No.” And these are the precise questions she needed to disclose her decades-long financial, personal, and business ties to Michael Collins, who was the lawyer in the underlying probate case. A significant omission.

No. 3 – Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work? “NO”

No. 4 – Have you had any professional or social relationship with any parties or witnesses identified to date in this proceeding or the entities for which they work? “NO”

Had Ashby disclosed her conflicts with Michael Collins, she risked not getting appointed. Ashby gets affirmed as arbitrator for the case on Oct. 19, 2022. In the first several months of 2023, she’s gathering information about the case primarily targeting the whereabouts of Trust Assets, from the underlying probate case.

On June 5, 2023, Anne Ashby issues a 2nd supplemental disclosure on the Expert Witnesses.

She suggests that all the expert witnesses that were disclosed by the parties were “arm’s length.” Kevin Spencer and Dan Tostrud and/or their respective firms had involvement in various mediations. Lilian Hardwick was on a 2008 educational panel with her. The ties to Keith Staubus, as an expert, as omitted from the Experts Disclosure on June 5, 2023.

She inserted a distraction clause in the 2nd and 3rd supplemental disclosures to reaffirm how “everyone knows everyone.”

I want to remind counsel the Dallas Bar Probate Section is a very active section and meets monthly. This probate section encourages attorneys and judges who practice in this area to attend monthly meetings and hang out. In addition, most of the firms are all involved in many of the cases, because it is a relatively small group of firms that handle probate litigation in Dallas and all over the state of Texas and end up in many cases. So, most everyone knows each other.

It was not until June 15, 2023—after more than eight months on the case—that *she disclosed fragments of the Collins relationship*, while still **omitting its depth, financial context, and continuity.**

By the time these disclosures were made, the arbitration was well underway, and meaningful objection or replacement was no longer practical. The sequence shows not mere oversight, but delayed and incomplete disclosure of relationships that could reasonably suggest bias.

Ashby had familiarized herself with the case and was already issuing orders. The timing of the Jun. 15, 2023 disclosures seemed to occur to “slide in” critical disclosures at that time hoping no one would notice.

In June 2023, discovery was well underway. The Lawyers were busy meeting deadlines for the upcoming depositions, which were scheduled for October, and the trial was scheduled for November 2023. Rich’s lawyers were unaware of these disclosures. Caroline’s lawyer David Kassab saw them and was not alarmed by Ashby having worked at Michael Collins’ firm as it was 15 years prior. Ashby made the disclosure appear routine and minimized the true nature of her relationship with Michael Collins, which was discovered much later.

VII. ANALYSIS OF ARBITRATOR OATH FORM

Anne Ashby’s omissions on the **General Arbitrator Oath Form** are critical because the oath imposed an **explicit, heightened duty of disclosure and she swore she had met it**. The form did not ask only for recent, material, or certain conflicts.

It required disclosure of any past or present relationship—direct or indirect, financial, professional, social, or otherwise—and instructed that any doubts be resolved in favor of disclosure. *Ashby then certified under oath that she had diligently conducted a conflict check, that her disclosures were current, accurate, and complete, and that she was aware of no facts creating an appearance of partiality.*

Those **sworn answers** are significant because they are **directly contradicted by the record**. On **Question 4**, she answered “**No**” to whether she had **any professional or social relationship with parties or witnesses**. On **Question 15**, she answered “**No**” to whether she **knew of anything that could create doubt as to her impartiality**.

Yet **Michael Collins was not a remote acquaintance**. He had **represented her in her divorce, later employed her, and was part of a decades-long relationship connected to the underlying dispute**. This was **not an ambiguous or trivial contact**. It was **exactly the kind of relationship the oath required her to disclose fully, at the moment disclosure mattered most**.

A. Disclosure Standard Imposed on the Arbitrator

The arbitrator was subject to an explicit and comprehensive disclosure obligation under the American Arbitration Association rules. She was instructed to disclose:

“Any past or present relationship... direct or indirect... financial, professional, social or of any other kind.”

Further, the standard required that: “Any doubts should be resolved in favor of disclosure.”

This language establishes a **broad and proactive duty**. It does not limit disclosure to:

- Material conflicts only, or
- Recent or ongoing relationships

Rather, the standard requires disclosure of **any relationship that could create even a potential doubt as to impartiality**. The obligation is intentionally expansive to ensure that parties can make informed decisions regarding the arbitrator’s neutrality.

B. Sworn Certification of Compliance

Anne Ashby did not merely receive these instructions—she affirmatively certified under oath that she complied with them. Specifically, she attested that:

- She had **diligently conducted a “conflicts check”**
- Her disclosures were **current, accurate, and complete**
- She had complied with the **AAA Rules, ethical standards, and applicable law**

C. Legal Significance of the Oath

This sworn certification elevates the issue beyond a routine disclosure deficiency. It transforms the matter from:

A potential failure to disclose into:

A sworn representation of completeness and compliance

Accordingly, the adequacy of the disclosures must be evaluated not only against the governing standards, but also against the arbitrator’s **affirmative assurance under oath** that those standards were fully satisfied.

Anne Ashby disclosed certain relationships with individuals connected to the arbitration but characterized them as routine familiarity within the legal community. The evidence shows those relationships were **materially more extensive and interconnected than disclosed**.

Graphs A–G collectively demonstrate that **Anne Ashby’s failure to disclose conflicts was not inadvertent, but part of a broader pattern tied to both relationships and incentives**.

Graph A shows that her sworn oath and disclosures were contradicted by the facts, establishing that material relationships were omitted or understated. **Graph B** provides critical context, illustrating financial dependency through the sequence of bankruptcy followed by employment with Michael Collins, a central figure in the network. **Graph C**

maps the interconnected relationships among key participants, while **Graph D** demonstrates that the financial outcomes of the arbitration aligned with those same connections, including significant fees and awards.

Graph E ties these elements together through Anne Ashby's career timeline showing deep ties to Michael Collins and Keith Staubus dating back for decades. And with Michael Collins and Steven Besly before, during and after the arbitration proceeding.

If you take a look at **Graph D: Who benefited? Money – Awards – Outcomes**, the financial outcomes aligned with Ashby/Collins' Network. The exhibits support a reasonable inference that the omissions were not accidental, but occurred in the context of a lucrative engagement—estimated at approximately \$132,470—creating both incentive and appearance concerns.

In **Graph E: Conflict Timeline and Relationship Web**, it becomes clear the Lawyers' gain a significant legal and financial advantage tapping the Ashby/Collins Legal Network.

Graph F: Network Map - Visual Connection Diagram shows the relationships as it relates to benefit and outcome.

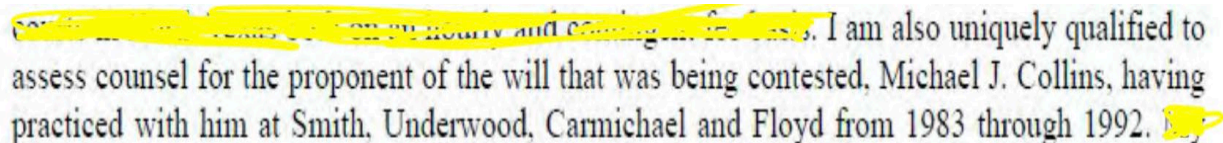
And **Graph G: Spotlight on Michael Collins Relationship** shows the concealment of the true extent of her relationship to Michael Collins as it relates to Ashby's disclosures. These all speak to the next sections.

VIII. ANALYSIS OF SUPPLEMENTAL DISCLOSURES

Please reference Exhibit 10: **Dolcefino Consulting Expert Report** for this section. Dolcefino examines what was disclosed and what was hidden.

The record demonstrates that Anne Ashby, Michael Collins, and Keith Staubus were not merely acquainted—they were part of a **longstanding, deeply interconnected professional network spanning decades**.

Here's a quote (below) from **Keith Staubus** in the **Staubus Expert Report**, where he states he is "**uniquely qualified**" because he **practiced with Michael Collins at Smith Underwood from 1983 to 1992**, placing all three of them at Smith Underwood.



On Ashby's 3rd supplemental disclosure (as per below), she doesn't even specify that she worked with both of them at Smith Underwood. She says she worked at Smith Underwood in 1986.

And that was the beginning of a long term professional and friendly relationship with them. She also does not provide their full legal names in her disclosures as well, referring to them as Mr. Collins and Mr. Staubus, suggesting an arm’s length relationship.

I have known Mr. Staubus and Mr. Collins. I practiced with Smith Underwood in 1986 for about 6 months. I was then elected to County Court at Law in the fall of 1986 and took the Bench in January of 1987.

Their relationships originated in the 1980s at Smith, Underwood, Carmichael and Floyd, where:

- Collins **personally represented Ashby in her divorce**
- Staubus maintained a **long-term professional relationship with Collins**
- All three operated within the **same professional ecosystem**

This network did not end there. Years later:

- Ashby **returned to practice at Collins’s firm** (Collins Basinger & Pullman)
- Their relationship evolved into a **financial and professional association**
- The connections remained **ongoing, overlapping, and contemporaneous**

A. Key Relationships Minimized and Mischaracterized

Ashby’s Framing

- “I have known Mr. Collins”
- “I practiced with him for about two years”
- “I don’t have occasion to see him”

✘ Reality (Cross-Referenced)

- **35–40 year relationship** acknowledged by Collins himself
- Multiple **career intersections**
- Personal + professional + financial overlap

This is not just omission—it is: **A materially misleading disclosure in response to a direct question.**

DISCLOSURE vs REALITY (SIDE-BY-SIDE)

WHAT ASHBY DISCLOSED

WHAT SHE OMITTED

“I have known Mr. Collins”	✗ 35–40 year continuous relationship
“Collins handled my divorce”	✗ Highly personal, high-stakes representation
“Worked with him ~2 years”	✗ Hired immediately after she left the Bench
✗ No financial disclosure	✗ Filed Chapter 7 wiping ~\$700k debt; failed to report Collins firm income; file date coincided with her employment at Collins firm.
“No relationship with witnesses”	✗ Collins = central figure / potential witness
“Known Mr. Staubus”	✗ Former co-worker + paid expert (\$53k awarded)
✗ No disclosure	✗ Ongoing business ties via Steven L. Besly

Ashby’s Initial Answer (under Oath)

- “No” relationship with parties or witnesses

✗ Reality

- Collins:
 - Central attorney in underlying probate matter
 - Identified as potential witness
- Ashby:
 - Had decades-long personal and professional relationship with him

What Ashby Presented

- Routine professional familiarity
- Limited past contact

- No meaningful conflicts

B. What the Full Record Shows

A multi-layered relationship with Collins:

- Personal:
 - Divorce attorney
- Professional:
 - Law firm colleague
- Financial:
 - Hired during bankruptcy / financial distress
- Long-term:
 - 35+ year relationship

These were not minor details; they were central to evaluating impartiality.

C. What the Full Record Shows (Dolcefino + Timeline)

This was not a limited or isolated relationship. It was a **decades-long, continuous personal and professional connection**:

Timeline of Relationship

- **1985–1986:**
 - Ashby and Collins are both at **Smith Underwood**
 - This is where they first **meet and work in the same professional environment**
- **1986:**
 - Collins becomes Ashby’s **personal divorce attorney**
 - Divorce involved **high-profile, deeply personal circumstances**
 - ☞ Collins gains access to:
 - Her finances
 - Her personal life
 - Her vulnerabilities
- **1987–2009:**
 - Ashby serves as a **judge**
 - Collins continues practicing in the same legal ecosystem
 - ☞ Their careers **track in parallel for decades**
- **April 2009 (Critical Moment):**
 - Ashby leaves the bench
 - **Files Chapter 7 bankruptcy** (per Dolcefino findings)
 - **That same month: Collins hires her at his firm**
- **2009–2011:**
 - Ashby works at **Collins Basinger & Pullman**
 - Listed as a **director-level attorney** (not just casual association)

D. The Bankruptcy Connection (Highly Material)

According to the Dolcefino report:

- Ashby **filed Chapter 7 bankruptcy wiping out >\$700,000 in debt**
- She **failed to disclose income** from:
 - Collins's law firm
- She **only reported judicial pension income**

Public records show Anne Ashby filed Chapter 7 bankruptcy in 2009 under the name Anne Duren. During this time, she joined Michael Collins's firm, Collins Basinger & Pullman. Her bankruptcy filings listed only her judicial pension, omitting apparent private legal income. Since these filings are made under penalty of perjury, the accuracy directly impacts Ashby's candor.

We are not requesting a criminal finding, but the timing is critical: Ashby left the bench, filed for bankruptcy, and secured employment from Collins. If Collins's firm helped stabilize her financially in a difficult period, that relationship was highly relevant to impartiality. It should have been fully disclosed—especially in a high-stakes arbitration where Collins's interests were central.

Dolcefino conclusion:

- If that income had been disclosed: She may **not have qualified for Chapter 7 relief**
- **She risked getting caught for defrauding a Federal Bankruptcy Court for lying under penalty of perjury.**

👉 **Compromising her integrity appears to be a pattern for Ms. Ashby.**

E. Why This Is Critical

This creates a **powerful, undisclosed financial dependency narrative**:

Collins hired Ashby **at the exact moment she was in financial distress**—immediately after leaving the bench and during/around bankruptcy.

👉 Reasonable inference:

- Collins **financially rescued her career transition**
- Ashby would have:
 - **Personal gratitude**
 - **Professional loyalty**
 - Possibly a **sense of obligation**

F. What Ashby Omitted

Ashby never disclosed:

- The **financial context** of her move to Collins’s firm
- That Collins hired her **during a period of financial collapse**
- That she held a **director-level role**
- That this relationship may have had **financial survival implications**

G. Use of Aliases Warrants Investigation

Public records reflect that Ashby has used multiple names, including:

- Anne Ashby
- Anne Packer
- Anne Duren

The Chapter 7 bankruptcy referenced in this complaint was filed under the name **Anne Duren**.

While the use of different names is not inherently improper, it is relevant in this context. Where an arbitrator has professional or financial history under alternate names, **full transparency is necessary** to allow parties—particularly those outside the local network—to conduct meaningful due diligence during arbitrator selection.

H. Public Reports and Review Regarding Similar Experiences

During the preparation of this complaint, the complainants became aware of multiple publicly available reviews and commentary describing experiences with Anne Ashby as an arbitrator.

These reports describe allegations that include:

- failure to disclose conflicts of interest
- rulings perceived as favoring institutional parties or businesses
- procedural rulings limiting testimony or evidence
- arbitration outcomes perceived as inconsistent with governing law

The complainants understand that online reviews are not independently verified evidence and are not presented here as proof of misconduct.

However, the existence of multiple public accounts describing similar concerns regarding impartiality and disclosure may suggest a pattern of conduct that warrants further investigation by the Office of Chief Disciplinary Counsel.

I. Her Motivation? Was it Financial Incentives?

Because Collins played a central role in the dispute and Staubus served as an aligned expert, the **full scope of these relationships was directly material** to Ashby’s neutrality.

Instead:

- Relationships were **understated and minimized**
- Disclosures were **incomplete and delayed**
- The arbitration proceeded without **informed consent from the complainants**

At the same time, Ashby presided over a proceeding for which she was paid approximately **\$132,470**, creating a substantial financial incentive to remain on the case.

See **Exhibit 7 – Arbitrator Compensation** – to reference Ashby’s financial incentives to remain in the case.

- a) AAA Arbitrator compensation – \$78,000 - Clients
- b) AAA Arbitrator compensation – \$44,167 - Lawyers

The arbitrator’s role in this matter was not insignificant. She presided over a seven-day evidentiary hearing, reviewed extensive submissions, and issued a final award and subsequent orders. The record indicates that she was compensated approximately \$132,470 for her services.

While arbitrator compensation alone is not improper, it becomes highly relevant when considered alongside undisclosed relationships with a central figure connected to the dispute. Once appointed, the arbitrator had a financial incentive to remain on the case, and recusal would have resulted in the loss of a substantial engagement. This financial context, combined with the failure to fully disclose material relationships at the outset, creates a reasonable appearance of partiality.

J. Conclusion

This was not a remote or incidental connection. It was a **multi-layered, decades-long network** that:

- Positioned the attorneys within Ashby’s professional ecosystem
- Gave them a **clear structural advantage**
- And deprived the Allison siblings of a **fair and neutral forum**

The issue is not familiarity—it is **undisclosed depth, continuity, and influence** that shifted the balance of justice.

IX. ADOPTION OF SAME LEGAL THEORIES & RUBBER STAMPING AWARDS IN FAVOR OF THE LAWYERS

Examining the Lawyers final brief in the arbitration proceeding and comparing this to Ashby’s Reasoned Award, one can conclude that Ashby’s brief mirrored the Lawyer’s legal theories and reward recommendations. Review Exhibit 8 a-e as reference points for what is discussed below regarding the proceedings and award favoring the Lawyers’ testimony.

Exhibit 8 – Final Reward

- a) 2-23-2024 - The Lawyer’s Post-Hearing Brief
- b) 4-28-2024 – Reasoned Interim Award
- c) 5-8-2024 – Affidavit of Joe Little Regarding the Lawyer’s Recoverable Fees
- d) 6-20-2024 – Final Award – Anne Ashby
- e) 7-15-2024 – Final Judgment \$4 million – signed by Judge Cory Sepolio

Please refer to **Graph I: Side by Side Comparison: What the Lawyers Asked for & What They Got** to compare the “The Lawyers Final Brief” to Anne Ashby’s “Reasoned Award,” her final and only 24-page report she wrote.

Next, refer to **Graph H - Analysis - Highlights Disconnect Between Issues Presented and the Final Award** to see how closely Anne Ashby’s award favored the Lawyers. This chart highlights the **disconnect between the issues presented and the Final Award**, showing where material disputes were **raised vs. not analyzed**.

Red Flags / Irregularities (Objective Analysis)

Now to your key question: **Does this suggest bias or lack of neutrality?**

Here are the **strongest, fact-based concerns**:

A. Exact Damages Adoption

- No independent recalculation
- No adjustment
- No alternative framework

This is not “approximate alignment. This is **word-for-word adoption of the requested damages**

Lawyers asked:

- Full contingency fee
- Arbitration fees
- Costs
- Interest
- Enforcement via trust assets

Ashby awarded:

- Fees
- Costs
- Expert fees
- AAA fees
- Interest

- Joint & several liability

👉 Courts sometimes flag this when: “An arbitrator appears to adopt a party’s proposed findings wholesale

B. Reliance on Lawyer’s Affidavit

“Pursuant to the Affidavit of Joseph R. Little...”

👉 This is significant:

- The award is explicitly grounded in **one side’s submission**
- No visible competing analysis cited

C. Same Legal Theories (No Modification)

Lawyers’ brief relies on:

- Breach of contract
- Promissory estoppel
- Quantum meruit
- Unjust enrichment
- Money had and received

Ashby Final Award:

- Uses the **exact same list of causes of action**
- In the same bundled, overlapping way

No narrowing, no rejection, no independent framing

D. “Intertwined Claims” Language

Ashby writes:

Claims are “intertwined and inseparable...”

This is a **classic fee-maximization argument made by lawyers**. It appears **lifted directly from advocacy framing, taken straight from the Lawyers’ Final Brief**.

This doctrine:

- Is often litigated heavily
- Requires analysis

Here:

- It's asserted conclusively
- Without detailed breakdown

☞ That benefits **only one side**

E. No Meaningful Discussion of Client Claims

In the Final Award:

- Client claims are simply **denied**
- No detailed reasoning (compared to Interim Award)

☞ That can raise concerns about:

- **Failure to address material arguments**

F. Prejudgment Interest Start Date

Starts **April 13, 2021**

☞ As you identified earlier:

- This predates:
 - Fee demand
 - Accounting
 - Dispute crystallization

☞ That can be legally questionable depending on claim type

G. Structural Concern: “Rubber Stamp” Risk

When you combine:

- Identical damages
- Same legal theories
- Same recovery structure
- Reliance on one party's affidavit

☞ It creates the **appearance** (not proof) of: One party's proposed order being largely adopted

X. MOST EGREGIOUS VIOLATIONS OF LAW DURING THE PROCEEDING

An arbitrator must act as a neutral decision-maker and avoid conduct that creates bias, favoritism, or the appearance of partiality.

Here, the concern is not a single ruling—but a pattern. The arbitration was conducted within a **Ashby/Collins Legal Network** where the arbitrator and key participants had longstanding professional ties. The Lawyers had the Network advantage. The Allison siblings did not.

This created a structural imbalance: one side had **network familiarity and contextual knowledge**, while the other was forced to rely entirely on the arbitrator’s neutrality and disclosures. Against that backdrop, Ashby’s rulings consistently favored the attorneys seeking fees and departed from governing legal limits.

A. Awarding Fees Without Valid Contracts

Ashby awarded approximately **\$2.75 million** and **\$1.25 million** in interest and trial costs on breach-of-contract claims despite fundamental defects:

- No written contingency agreements for several attorneys
- Texas law requires contingency agreements to be written and signed
- Certain attorneys seeking recovery were not parties to any contract

Despite these deficiencies, fees were awarded. This disregards clear statutory requirements and raises concerns about neutrality in a proceeding already shaped by network imbalance.

B. Granting Recovery Without Privity

Ashby awarded approximately **\$600,000** to attorney Michael Trevino even though:

- No contingency agreement existed between Trevino and Richard Allison Jr.
- Trevino had no contractual privity with the client

Awarding contract damages in the absence of a contract exceeds arbitral authority and departs from Texas law.

C. Exercising Authority Over Non-Parties

Ashby issued orders affecting entities that were not parties to the arbitration, including:

- Freezing brokerage accounts of **Minaki Limited Partnership**
- Ordering liquidation of assets from the **Richard Allison Family Trust**

Neither entity was bound by the arbitration agreement, and no claims were asserted against them in the proceeding. Arbitrators lack jurisdiction over non-parties. These rulings exceeded arbitral authority. Below is an excerpt where she places a “freeze” on an account for Minaki LP, owned by the Allison Family Trust, but the Lawyers never sued the Allison Family Trust, Minaki LP nor the Trustees. To make a non-party liable is not legal.

ARBITRATION ORDER NO. 6; OMNIBUS ORDER NO. 2

On the 13th day of September, 2023, following multiple Discovery Hearings were conducted among Joseph Little, Esq., David Kassab, Esq. and Raul Suazo, Esq. via Zoom. Following many discussions, the following is Ordered, Adjudged, and Decreed:

Charles Schwab One Account of The Minaki LTD Partnership, A Partnership, account number unknown, is frozen from any withdrawals, orders, or exchanges from Clients. No withdrawals or transfers are to take place pending further orders of the Arbitrator, Anne Ashby.

D. Forcing Liquidation of Trust Assets

Ashby further ordered the Allison siblings, in their capacity as trustees, to liquidate trust assets to satisfy the award, even though:

- The claims were asserted against individuals, not the trust
- The trust was not a party to the arbitration
- The arbitration agreement did not bind the trust
- Trust is an irrevocable spendthrift trust, subject to a HEMS standard.

This effectively imposed liability on a non-party and disregarded established trust law principles.

XI. THE TEN MOST SERIOUS ETHICAL VIOLATIONS IN THIS MATTER

The issues raised in this complaint involve numerous procedural and legal concerns. However, five ethical issues stand out as particularly significant and warrant careful review by the Office of Chief Disciplinary Counsel.

These issues implicate the core professional obligations of honesty, neutrality, and adherence to lawful authority.

#1. Lacked Candor Under the Oath

Anne Ashby swore under oath that she had conducted a diligent conflicts check, disclosed all relationships that could create doubt, and could serve as a neutral decision-maker. The oath required disclosure of **any direct or indirect relationship—financial, professional, or personal—and to resolve all doubts in favor of disclosure.**

Yet the record directly contradicts those sworn representations. Ashby answered “No” to conflicts and appearance-of-bias questions while failing to disclose a decades-long relationship with Michael Collins, including:

- **Personal legal representation (her divorce attorney)**
- **Subsequent employment at his firm**
- **Ongoing professional and financial ties spanning 35+ years**
- **Collins’ bailout of Ashby during financial distress, when she filed personal bankruptcy**

This was not a remote or trivial connection—it was precisely the type of relationship the oath required to be fully disclosed **before appointment**, when it mattered most.

By certifying completeness while omitting these facts, Ashby violated her sworn oath. This failure of candor is the most serious misconduct and provides a central, independent basis to vacate the arbitration award.

#2. Failure to Provide Complete and Transparent Conflict Disclosures prior to Appointment

An arbitrator’s duty of neutrality requires full disclosure of relationships that could reasonably raise questions regarding impartiality.

In this matter, Anne Ashby acknowledged certain professional relationships with individuals connected to the arbitration, including attorney Michael Collins and expert witness Keith Staubus. These relationships included prior professional associations and an attorney-client relationship involving Ashby’s divorce representation.

While these relationships were partially disclosed, they were characterized as routine familiarity within a small probate bar community.

Because the purpose of conflict disclosure is to allow parties to evaluate potential impartiality concerns, incomplete or minimized disclosures may undermine the transparency required for arbitration proceedings.

#3. Exceeding Arbitral Authority by Issuing Orders Affecting Non-Parties

The arbitration agreement applied only to the parties who signed the arbitration clause.

Nevertheless, Ashby issued orders affecting entities that were not parties to the arbitration, including:

- freezing financial accounts belonging to **Minaki Limited Partnership**
- ordering liquidation of assets from the **Richard Allison Family Trust**

Arbitrators derive their authority solely from the agreement of the parties. When orders affect entities that did not consent to arbitration, the arbitrator may exceed the authority granted by the arbitration agreement.

This issue raises serious questions regarding adherence to the limits of arbitral jurisdiction.

#4. Awarding Contractual Damages Without a Written Contract

Ashby awarded approximately **\$600,000 in attorney's fees to attorney Michael Trevino** despite the absence of a written contingency fee agreement between Trevino and Richard Allison.

Texas law requires contingency fee agreements to be in writing and signed by the client.

Awarding contractual damages to a lawyer without a written fee agreement raises substantial questions regarding adherence to the legal standards governing attorney compensation.

#5. Material Misconduct in Damage Calculations

Ashby also entered awards containing material financial errors. Ashby relied solely on the Lawyer's sworn affidavit, and never conducted her own investigation, nor verified any information. This allowed for damage calculations to be inflated.

Most notably, she awarded prejudgment interest beginning **April 13, 2021**, a date that preceded:

- any fee demand
- any accounting
- any breach of contract claim

The attorneys did not provide a statement of account for their alleged fees until **August 2024**, more than three years later.

Backdating interest to a time before any cause of action existed materially inflated the damages awarded to the attorneys.

#6. Redacted Billing Records and Potential Conflicts

During the arbitration, the attorneys seeking fees submitted billing records that were heavily redacted. Ashby relied solely on the Lawyer's sworn affidavit, and never conducted her own investigation, nor verified any information. This allowed for damage calculations to be inflated.

The level of redaction prevented meaningful review of:

- the work allegedly performed
- communications between the attorneys
- possible communications with arbitrator Ashby or related parties

Given the magnitude of the fee claims, the extensive redactions warrant investigation to determine whether undisclosed communications or conflicts of interest existed.

#7. Failure to Issue a Reasoned Decision

The parties agreed that the arbitrator would issue a **reasoned award** explaining the basis for her rulings.

Despite that agreement, Ashby summarily rejected all claims asserted by the Allison parties without providing any meaningful explanation or legal reasoning.

For approximately \$132,4700, she produced a 24-page final report that mirrored the Lawyer's legal theory, and in many cases a word-for-word regurgitation of the Lawyer's final brief.

The award contains conclusions but fails to address key legal issues raised during the arbitration, including:

- breach of fiduciary duty by the attorneys
- fraudulent inducement of the contingency fee agreement
- conflicts of interest between the lawyers and their clients

This failure deprived the parties of the explanation that the arbitration agreement required.

#8. Bankruptcy Disclosures Impacting Credibility

Public records indicate that Anne Ashby, under the name **Anne Duren**, filed a Chapter 7 bankruptcy jointly with her husband Michael Duren on April 29, 2009.

At the time of the bankruptcy filing:

- Ashby had reportedly joined the law firm **Collins, Basinger & Pullman** on April 1, 2009.
- The bankruptcy schedules appear to list only judicial pension income of approximately **\$10,416 per month**.
- The schedules do not appear to disclose income from her employment at the Collins law firm.

Bankruptcy filings are signed **under penalty of perjury**.

If income from legal employment was omitted from the sworn schedules, the filing may involve a false oath in federal court.

Because arbitrators must maintain the highest standards of honesty and integrity, this issue raises additional concerns regarding Ashby's credibility and fitness to serve as a neutral decision maker.

This complaint requests that the Office of Chief Disciplinary Counsel review the bankruptcy filings to determine whether any misrepresentations occurred.

#9. Evident Partiality during Proceedings

The conduct described above reflects a troubling pattern.

Ashby:

- exceeded arbitral authority
- imposed liability on non-parties
- awarded fees unsupported by contracts
- inflated damages through improper interest calculations
- failed to provide a reasoned decision
- demonstrated conduct suggesting partiality

Taken together, these actions undermine confidence in the fairness of the arbitration proceeding.

Ashby's hearing conduct and later award are relevant because they show why the incomplete disclosures mattered.

A. Refusal to Hear Live Expert Testimony

The Allison siblings had expert witnesses physically present and waiting to testify as part of their trial strategy. Ashby refused to allow that testimony.

This was significant because the complainants' case was heavily grounded in:

- law,
- procedural rules,
- case law,
- expert analysis,
- and expert reports explaining why the attorneys' fee claims and conduct were legally defective.

By refusing live expert testimony, Ashby materially weakened the complainants' ability to present their case in the manner they chose.

B. Refusal to Hear Testimony From Other Former Clients

Ashby also refused testimony from other former clients who had brought legal malpractice claims against the attorneys, including **Gail Echols**.

15 **A. Yes.**
16 **Q.** Do you recall the lawsuit that was brought
17 against you by an individual by the name of **Gail Echols?**
18 **A. I do.**
19 **MR. LITTLE:** Your Honor, I'm going to
20 object. I understand it's going to go to the weight, so
21 I know where it's going. But we got enough on our plate
22 to try one lawsuit here without trying to retry a second
23 lawsuit, because if they ask questions about the
24 lawsuit, then I would have to talk about why the lawsuit
25 was meritless. And then we'll be here for 14 days

In excerpt 328 (below), Ashby rules that other former clients like Gail Echols whose inheritance was ruined by Michael Trevino, Nicholas Abaza, and Jorge Borunda, was not relevant to the proceeding.

328

1 instead of 7. So I'm going to object to retrying
2 another lawsuit here in this proceeding.
3 **ARBITRATOR ASHBY:** Okay. So noted.
4 Help me with this.
5 **MR. DAVID KASSAB:** Yeah. So, Your Honor,
6 I'm not trying to retry another lawsuit. What I'm
7 trying to establish by this -- and I'll be very quick --
8 is that these lawyers, the same three lawyers, were sued
9 by a client by the name of Gail Echols for doing almost
10 exactly the same thing that Caroline and Rich alleged in
11 this case, that they were kind of forced to do a
12 settlement and that they are trying to take a recovery
13 on assets that were already theirs and, with regard to
14 the contingency fee agreement, Mr. Treviño was sharing
15 in fees in a contingency fee agreement even though he
16 was not in the contingency fee contract, like is
17 required under the disciplinary rules.
18 **ARBITRATOR ASHBY:** Okay. I'm going to
19 find that other lawsuits will not be relevant with
20 respect to this case.
21 **MR. DAVID KASSAB:** Okay.
22 **Q. (BY MR. DAVID KASSAB)** So, Mr. Borunda, we went
23 over the trust agreements in detail yesterday. I don't
24 want to rehash all that with you, but I do want to pull
25 up the April 11, 2013, amendment to the Allison Family

The complainants contend this evidence was relevant to pattern, practice, notice, and credibility issues. Ashby's refusal to hear that testimony further narrowed the complainants' evidentiary presentation.

Please watch the one minute testimonial video that Gail Echols tells her story about how hiring Nicholas Abaza, Jorge Borunda, and Michael Trevino cost her nearly her entire inheritance. She had nothing left after she received her tax bill from them.

Exhibit 4 - Video on YouTube - Gail Echols Testimonial - “How did my lawyers make more money off of my inheritance than I did?” Link:

https://www.youtube.com/shorts/0vN_m_JAOQo

C. Asymmetrical Impact of Procedural Rulings

During trial, the Clients’ legal malpractice lawyers’ trial strategy was to minimize the witness testimony from the Allison siblings and maximize the expert witness testimony from the experts including Ethics, Standard of Care, and Damages, and Texas Trust. Two witnesses – Sarah Pacheco (Texas Trust expert) and Rob Hancock (Damages) were waiting to give live testimony in the next room. And Ashby turned them away.

5 ARBITRATOR ASHBY: How long is Sarah
6 anticipated to take?
7 MR. JEFFERSON: Well, under the
8 circumstances now, probably 45 minutes, an hour maybe.
9 But probably 45 minutes.
10 But I think we're still in their case in
11 chief.
12 MR. LITTLE: I guess if there's going to
13 be a calling of her tomorrow and some attempt to pretend
14 like she's not a fact witness --
15 ARBITRATOR ASHBY: That she's not an
16 expert witness.
17 MR. LITTLE: Not an expert witness, then
18 I'm concerned about whether she's just going to show up
19 and testify to something that somebody claims is fact
20 witness testimony which we all know really can't be
21 anything. And then I'm not going to cross-examine her,
22 and then she's going to say, well, I'm not really an
23 expert, I'm not going to write a report, I'm not going
24 to do anything, I'm just going to stick with what I said
25 at the hearing. And then I've gotten nowhere, right?

The Clients’ trial strategy hinged on expert witness testimony as they were not experts in the law, and they were not aware of how their own attorneys manipulated them into signing agreements that were not beneficial to them. The allotted trial time was theirs to provide live testimony evidence in support of their case. This was time the Clients paid for, and it was within

their right to give witness testimony on how they were damaged by their own former attorneys: Abaza, Trevino, and Borunda.

Ashby ruled that no live witness testimony from the experts, with the exception of Nicholas Abaza, from the Lawyers' side. And instead, the testimony had to be provided in a written report (that Ashby never read). It was just another example of justice being stacked against the Allison and in favor of their former attorneys Abaza, Borunda, and Trevino.

In the except 1470 below, Dale Jefferson, attorney for Rich Allison, re-acknowledges Ashby's ruling about disallowing live witness testimony from Sarah Pacheco and Rob Hancock for the Clients.

1470

1 MR. JEFFERSON: Judge, in light of your
2 ruling yesterday -- by the way, this is not a motion
3 for rehearing, so don't worry.

4 But in light of your ruling yesterday
5 concerning Ms. Pacheco, since I don't want to spill all
6 the State secrets, so to speak, but that was going to
7 act as some of the predicate for Mr. Hancock, and since
8 you have ruled that she has to testify subject to
9 certain things, via an affidavit or report or whatever
10 we're calling it, we're going to just go ahead and call
11 Mr. Hancock by report, just like their countervailing
12 expert to Mr. Hancock.

The only "expert witness" allowed to testify was Nicholas Abaza, and he was called the next day.

At the same time, the attorneys seeking the fee award—**Borunda, Abaza, and Trevino**—reportedly did not bother calling their own witnesses in a manner that creates the appearance they either expected favorable rulings without needing that testimony, or were not concerned about proving their claims through the same evidentiary rigor the complainants attempted to use.

12 MR. LITTLE: We're switching the
13 examining lawyer?
14 ARBITRATOR ASHBY: Who's going to do the
15 cross? Lance? Okay.
16 CROSS-EXAMINATION
17 BY MR. LANCE KASSAB:
18 Q. Good morning, Mr. Abaza.
19 A. Yes, sir.
20 Q. You've been designated as an expert witness in
21 this case, right?
22 A. Right.
23 Q. And you've provided some expert opinions?
24 A. Yes.
25 Q. In fact, you've given an opinion the other day

The result was a proceeding in which the complainants' evidence was constrained while the attorneys' narrative-style presentation was not similarly burdened.

D. Narrative Claims vs. Law-Based Arguments

The complainants' arguments were grounded in:

- law,
- case authority,
- legal procedures,
- arbitral limits,
- and expert reports.

By contrast, the attorneys' claims were, in the complainants' view, presented far more as narrative assertions than as rigorously supported claims rooted in controlling case law.

The complainants allege Ashby nevertheless credited those claims, discounted law-based objections, and entered an award beyond the proper scope of arbitral authority.

#10. Rubber Stamping the Lawyers' Fee Claims

As discussed earlier in the report, Ashby adopted the Lawyers' legal theories wholesale, denying the Claimants a proper adjudication forum for their Complaint. That Ashby disregarded the time, expense, and grief associated with presiding over this trial, when she should have recused herself. Her rulings showed a reckless disregard for the law. If this is a pattern in her arbitration proceedings, she is harming the public with her law license.

XII. TEXAS DISCIPLINARY RULE VIOLATIONS

The conduct described in this complaint raises substantial questions regarding whether **Anne Ashby (Texas Bar No. 15402600)** violated multiple provisions of the Texas Disciplinary Rules of Professional Conduct.

Although Ashby served as an arbitrator, attorneys acting in adjudicatory roles remain bound by duties of **candor, neutrality, and integrity**. Those duties are heightened—not diminished—where the proceeding is binding and largely unreviewable.

This arbitration occurred within a **Ashby/Collins Legal Network** in which the arbitrator and key participants had longstanding professional ties. The attorneys operated within that same network. The Allison siblings did not.

This created a clear **information asymmetry**, making full disclosure and strict neutrality the primary safeguards of fairness. The conduct described below undermines both.

A. Misrepresentation and Lack of Candor

Rules 8.04(a)(3) and 4.01

A lawyer shall not engage in conduct involving dishonesty, deceit, or misrepresentation, nor make false or misleading statements of material fact.

The following conduct raises serious concerns under these rules:

- **Sworn statements** as per the Arbitrator Oath prove to be **factually incorrect** and show a **pattern of concealment** of her relationship with Michael Collins, a key witness in the underlying case.
- Yet the record directly contradicts those sworn representations. Ashby answered “No” to conflicts and appearance-of-bias questions
- Conflict disclosures that acknowledged **relationships but materially understated their depth and significance**
- Omission of critical context regarding **decades-long professional, personal, and financial ties**
- Representations of neutrality while presiding over a proceeding shaped by those undisclosed relationships
- Questions surrounding the accuracy and completeness of **sworn bankruptcy disclosures filed under the name Anne Duren**

In a setting where one side operated within the arbitrator’s professional network and the other did not, **partial disclosures were not neutral—they were materially misleading.**

B. Failure to Maintain Impartiality of the Tribunal

Rule 3.05

A lawyer shall not engage in conduct that undermines the impartiality of an adjudicatory proceeding.

The record reflects:

- Refusal to hear live expert testimony despite witnesses being present and ready
- Permitting their expert witness Nick Abaza to testify
- Exclusion of relevant testimony from other former clients, including Gail Echols
- Procedural rulings that disproportionately limited one side's evidence
- An award that repeatedly favored the attorneys operating within the same Ashby/Collins Legal Network and mirrored their legal theory.

When viewed in isolation, such rulings may be discretionary.

When viewed in context—alongside incomplete disclosures and network proximity—they create a **reasonable impression of partiality**.

C. Conduct Prejudicial to the Administration of Justice

Rule 8.04(a)(4)

A lawyer shall not engage in conduct that is prejudicial to the administration of justice.

This includes:

- Issuing awards **unsupported by valid contracts**
- **Backdating interest** to inflate damages before any claim existed
- Failing to provide a **reasoned decision** as required by the arbitration agreement
- Conducting proceedings in a manner that **restricted one side's ability to present its case**

In a binding arbitration setting—where appellate review is extremely limited—such conduct directly undermines confidence in the fairness of the process.

D. Exceeding Authority and Interfering with Rights of Third Parties

Rules 4.04 and 8.04(a)(1)

A lawyer shall not violate the legal rights of third persons or exceed lawful authority.

Ashby's rulings raise concerns including:

- Orders affecting **non-party entities**, including the Allison Trust and Minaki Limited Partnership
- Imposing financial obligations on **assets not subject to the arbitration agreement**
- Exercising authority beyond the scope granted by the parties' contract

Such actions, if substantiated, constitute violations of Rule 8.04(a)(1) through underlying rule breaches.

E. Credibility and Fitness Concerns

Rule 8.04(a)(2) (Contextual Consideration)

While this complaint does not assert a criminal violation, public records raise questions regarding:

- The completeness of sworn **bankruptcy disclosures**
- The timing of Ashby's financial relationship with Michael Collins's firm

Because arbitrators must maintain the highest standards of honesty, these issues are relevant to **credibility, candor, and fitness**.

XIII. CHRONOLOGY OF **DISCLOSED** AND **UNDISCLOSED** CONFLICTS

Blue = Disclosed

Red = Undisclosed

1980s – Ashby, Collins, and Staubus are connected through Smith Underwood

1986

- Ashby works at Smith Underwood (disclosed she worked there, but did not disclose she worked with Collins and Staubus – the beginning of their decades long relationship).
- Collins represents Ashby in high profile divorce with Jodie Packer who was an accomplice in a murder trial (disclosed her divorce, but did not say it was high profile due to the murder trial).
- Ashby's overlap with Collins and Staubus reflects participation in the same professional environment

1987 – Ashby takes judicial office

2009

- Ashby leaves the bench
- April 2009 - Chapter 7 bankruptcy filed under name Anne Duren in Eastern District (Beaumont) – Omitted the Chapter 7 Bankruptcy and the alias under which she filed.
- April 2009 - Ashby joins Collins Basinger & Pullman as Director. She disclosed that she worked at Michael Collins' firm but she did not indicate that she was a director.
- Ashby joined the same month as Chapter 7 filing; does not report law firm income. Had she reported her law firm income, she would have been disqualified from filing Chapter 7 bankruptcy. This shows dependency on Michael Collins for employment.

2011 - Ashby forms private law practice, immediately after her Chapter 7 is discharged

2017 – Dr. Richard Allison dies

2019–2021 – Underlying Allison v. Robin Allison probate litigation; Michael Collins represents Robin Allison, with Steven Besly as co-counsel (as per invoice); Ashby does not disclose her relationship with Steven Besly, but this shows she had continued ties to Michael Collins prior to her arbitration appointment.

2021

- Steven Besly co-counsel to Michael Collins, also serves as registered agent to Law Office of Anne Ashby PLLC (2021-2024); Ashby does not disclose Besly is her registered agent.
- Apr 14, 2021 - Mediation and settlement agreement negotiated and signed
- Dec 7, 2021 - Mediation and settlement agreement finalized as per court order
- Dec 9, 2021 – Caroline Allison files lawsuit against Borunda, Abaza, and Trevino and lands in Judge Cory Sepolio’s Court
- Dec 14, 2021 – Retain Joseph Little as attorney for Borunda, Abaza, and Trevino.

2022

- Steven Besly co-counsel to Michael Collins, also serves as registered agent to Law Office of Anne Ashby PLLC (2021-2024); Ashby does not disclose Besly is her registered agent.
- Mar 2022 – Through Joseph Little, Borunda, Abaza and Trevino send demand letter to Rich
- May 6, 2022 – 1st Arbitrator Sylvia Matthews - Rejection by Borunda, Abaza, and Trevino
- Jun 2022 - All parties compelled to Arbitration as per court order; initiate Arbitration AAA
- Jul 18, 2022 – Caroline Allison + Rich Allison cases – gets consolidated into Arbitration.
- Aug 2022 – considering 2 arbitrators – Anne Ashby (Dallas, TX) and Mike Cunningham (Houston, TX)
- Sep 30, 2022 – Anne Ashby signs Arbitrator Oath attesting “No conflicts”
- Sept 30, 2022 – 1st supplemental disclosure by Ashby - says she ran a conflict check on Legal Shield: “no conflicts”
- Oct 4, 2022 - 2nd supplemental disclosure by Ashby – minor; no mention of Collins
- Oct 19, 2022 - Anne Ashby selected by the parties as arbitrator – Collins relationship is unknown and undisclosed by the Allison siblings.
- Nov 17, 2022 – Preliminary hearing with Anne Ashby

2023

- Steven Besly co-counsel to Michael Collins, also serves as registered agent to Law Office of Anne Ashby PLLC (2021-2024); Ashby does not disclose Besly is her registered agent.
- Jan – May, 2023 - Arbitration hearings occur – focused on the whereabouts of Trust Assets
- Jun 5, 2023 – 3rd Supplemental Disclosure by Ashby - Expert Witnesses identified
- Jun 15, 2023 – 4th Supplemental Disclosure by Ashby – Minimized conflict disclosures regarding Michael Collins, Jack Wilburn and Keith Staubus.
- Jun 21, 2023 – Ashby is reaffirmed.
- Aug 2023 – Ashby orders the Lawyers to produce a settlement statement for the first time. This will be the first time the Clients know what the attorneys allege they owe.
- Sep 6, 2023 – Order freezing Minaki LP account at Schwab.

2024

- Steven Besly co-counsel to Michael Collins, also serves as registered agent to Law Office of Anne Ashby PLLC (2021-2024); Ashby does not disclose Besly is her registered agent.
- Apr 29, 2024 - Arbitration award issues a \$4 million award in favor of the Lawyers; entirely based on their affidavit, with no independent verification of her own. Ashby paid \$132,470 for her services by the 3 parties: Caroline, Rich, and Borunda/Abaza/Trevino
- Jul 15, 2024 - Judge Cory Sepolio – affirms the judgment
- Oct 2024 – Appeal filed

2025

- Mar 2025 – Through Seth Nichamoff, Attorneys file an application for Receivership
- Apr 2025 – Dolcefino Consulting hired to investigate Anne Ashby as arbitrator.
- May 1, 2025 – Judge Cory Sepolio grants a receivership to Borunda, Abaza and Trevino.
- May 1, 2025 - Michael Collins reportedly confirms in recorded interview that he had known Ashby 35–40 years.
- May 31, 2025 – 2nd Appeal filed to stay the receivership.
- Jun 8, 2025 – 14th Court of Appeals places a “stay” on the receivership until the matter is decided.
- Dec 9, 2024 – 14th Court of Appeals Affirms Arbitration Award
- Request for Arbitration file for Rich’s legal representation

2026

- Jan 2026 - Motion for Re-hearing en banc from 14th Court of Appeals
- Jan 2026 - Request for Arbitration file for Rich’s legal representation
- Mar 2026 - Motion denied.
- Mar 17, 2026, Dolcefino investigates: “Damn Lawyers” video released – Profiling the case
- Mar 25, 2026, Dolcefino investigates: “Damn Lawyers” video released - Arbitration
- Request for Review from Supreme Court of Texas
- Mar 27, 2026 – Discovery of the sworn statements from Anne Ashby demonstrating “no conflicts by Michael Collins at the outset and prior to agreeing to hire Anne Ashby.

XIV. REQUEST FOR INVESTIGATION

The complainant respectfully requests that the Office of Chief Disciplinary Counsel investigate whether Anne Ashby’s conduct violated the Texas Disciplinary Rules of Professional Conduct.

This complaint is based not only on incomplete conflict disclosures, but on the full picture:

- Lying under oath
- partial disclosures that understated serious relationships,
- refusal to hear critical testimony
- refusal to hear witness testimony
- asymmetrical evidentiary rulings,
- rulings favoring the attorneys,
- orders affecting non-party assets,
- and a sweeping award that allegedly exceeded arbitral authority.

Taken together, these facts warrant careful disciplinary review.

EXHIBIT INDEX

GRAPHS

- Graph A: Misleading and incomplete disclosures; oath contradicted by facts
- Graph B: Financial dependency: Bankruptcy → Collins hires Ashby → Arbitration
- Graph C: Network of influence: interconnected relationships
- Graph D: Who benefited? Money – Awards – Outcomes
- Graph E: Conflict Timeline and Relationship Web
- Graph F: Network Map - Visual Connection Diagram
- Graph G: Spotlight on Michael Collins Relationship
- Graph H: Side by Side Comparison: What the Lawyers Asked for & What They Got
- Graph I: Analysis - Highlights Disconnect Between Issues Presented and the Final Award

LINKS

Exhibit 1 - Dolcefino Video Investigates #1: Damn Lawyers - Allison Family Probate Case - Link: <https://www.youtube.com/watch?v=j5aWUy6oJT0>

Exhibit 2 - Dolcefino Video Investigates #2: Damn Lawyers – Rigged Arbitration – the Stench of Cronyism - https://youtu.be/igHSGHJc7xE?si=ol_w95WdbGQUAmUd

Exhibit 3 - Video on YouTube - Gail Echols Testimonial - “How did my lawyers make more money off of my inheritance than I did?” Link: https://www.youtube.com/shorts/0vN_m_JAOQo

Exhibit 4 - News article: “CONSUMER ALERT: Texas Families in Estate Disputes – Beware of Predatory Lawyers” Link: <https://finance.yahoo.com/news/consumer-alert-texas-families-estate-233400228.html>

Exhibit 5 - News article: “CONSUMER ALERT: Mandatory Arbitration Enables Predatory Lawyers and Leaves Families Without Resolution When Disputes Go Wrong” Link: <https://finance.yahoo.com/economy/policy/articles/consumer-alert-mandatory-arbitration-enables-230400790.html>

ATTACHMENTS

Exhibit 6 – Anne Ashby’s AAA Disclosure Statements

- k) Sept. 30, 2022 – Initial Disclosures - General Arbitrator Oath
- l) Sept. 30, 2022 – Initial Disclosure
- m) Sept. 30, 2022 – Initial Disclosure – Resume
- n) Sept. 30, 2022 – Initial Disclosure – Compensation Agreements
- o) Oct. 4, 2022 – Preliminary AAA Appointment of Anne Ashby
- p) Oct. 4, 2022 – 1st Supplemental Disclosure – minor disclosure
- q) Oct. 11, 2022 – Affirmation of AAA Appointment of Anne Ashby
- r) Oct. 19, 2023 – AAA – Ashby Appointment letter
- s) Jun 5, 2023 – 2nd Supplemental Disclosure – Experts disclosure

- t) Jun. 15, 2023 – 3rd Supplemental Disclosure – Major disclosure – went undetected

Exhibit 7 – Compensation

- a) AAA Arbitrator compensation – \$78,000 - Clients
b) AAA Arbitrator compensation – \$44,167 - Lawyers

Exhibit 8 – Final Reward

- f) 2-23-2024 - The Lawyer’s Post-Hearing Brief
g) 4-28-2024 – Reasoned Interim Award
h) 5-8-2024 – Affidavit of Joe Little Regarding the Lawyer’s Recoverable Fees
i) 6-20-2024 – Final Award – Anne Ashby
j) 7-15-2024 – Final Judgment \$4 million – signed by Judge Cory Sepolio

Exhibit 9 – Evidence of Partiality During Arbitration Proceeding

- Freeze order on non-party account – Minaki LP (last page of Reasoned Interim Award)

Exhibit 10 - Dolcefino Consulting Report or Related Investigative Materials

- AAA Supplemental Disclosure
- Recorded Interview or Transcript of Michael Collins
- Evidence Collins Represented Ashby in a High Profile Divorce - news article
- Chapter 7 - Bankruptcy Records Filed Under Anne Duren, an alias
- Records Showing Besly Appearing on Robin Allison-Related Billing
- Corporate Records Showing Steven L. Besly as Registered Agent
- Keith Staubus expert report describing professional relationships w/ Collins

Request for Preservation of Evidence

Complaint Against Anne Ashby

The complainants respectfully request that the Office of Chief Disciplinary Counsel take appropriate steps to ensure the preservation of all records and materials relevant to the conduct described in this complaint.

The allegations presented involve the accuracy and completeness of disclosures made by attorney and arbitrator **Anne Ashby** in connection with an arbitration proceeding administered by the **American Arbitration Association (AAA)**. Because arbitration proceedings are private and the records associated with them are often maintained by multiple parties, it is important that relevant materials be preserved to ensure a complete and fair investigation.

The complainants therefore request that all potentially relevant documents, communications, and electronic records be preserved, including but not limited to:

1. Arbitration Disclosure Materials

All arbitrator disclosure statements submitted by Anne Ashby in connection with the arbitration proceeding, including:

- initial disclosures submitted to the American Arbitration Association,
- any supplemental disclosures,
- any correspondence between Ashby and the AAA regarding potential conflicts of interest.

2. AAA Administrative Records

All records maintained by the **American Arbitration Association** related to the selection and appointment of Anne Ashby as arbitrator, including:

- arbitrator selection communications,
- conflict review records,
- administrative communications with the parties or their counsel.

3. Communications Between the Arbitrator and Participants

All communications involving Anne Ashby relating to the arbitration proceeding, including communications with:

- the American Arbitration Association,
- the parties to the arbitration,
- counsel representing the parties,
- expert witnesses involved in the proceeding.

4. Financial and Compensation Records

Records reflecting compensation paid to Anne Ashby in connection with the arbitration, including:

- arbitrator compensation records,
- invoices,
- billing records related to the arbitration proceeding.

5. Records Reflecting Relevant Professional Relationships

Documents and records reflecting professional or business relationships between Anne Ashby and individuals connected to the arbitration, including but not limited to:

- Michael Collins,
- Keith Staubus,
- Steven L. Besly.

This may include law firm affiliation records, corporate filings, and other documents demonstrating professional or business associations.

6. Electronic Records

All relevant electronic communications and records, including:

- emails,
- electronic calendar entries,
- messaging applications,
- electronically stored documents related to the arbitration proceeding or arbitrator disclosures.

Purpose of Preservation Request

The preservation of these materials is necessary to ensure that the Office of Chief Disciplinary Counsel has access to all relevant information needed to evaluate whether the conduct described in this complaint constitutes violations of the **Texas Disciplinary Rules of Professional Conduct**.

Because arbitration proceedings are often confidential and records may be maintained by multiple parties, the complainants respectfully request that reasonable steps be taken to preserve these materials pending any investigation conducted by the State Bar of Texas.