October 15, 2025

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

STATE BAR OF TEXAS
ATTN: Chief Disciplinary Counsel's Office
PO Box 13287
Austin, Texas 78711

Re: Complaint against attorneys Nicholas Abaza, Jorge Borunda, and Michael Trevino

To the State Bar of Texas:

Please allow this correspondence to serve as a formal complaint against attorneys Nicholas Abaza (Bar No. 24026752), Jorge Borunda (Bar No. 24027205), and Michael Trevino (Bar No. 24070762) for violations of the Texas Disciplinary Rules of Professional Conduct and the Deceptive Trade Practices-Consumer Protection Act, filed by Caroline Allison. Caroline Allison submits this complaint based upon direct knowledge of the violations.

EXHIBITS AND VIOLATIONS

Exhibit A – Lillian Hardwick Expert Report

Violations – TDRCP Rules 1.02, 1.03, 1.04, 1.08, 3.01

Exhibit B – Sarah Pacheco Expert Report

Violations – Tex. Trust Code Secs. 112.035, 112.054, 113.029

Exhibit C – R. Kevin Spencer Expert Report

Violations – TDRCP Rules 1.01, 1.02, 1.03, 1.04

Exhibit D – Dolcefino Consulting Expert Report

Violations – TDRCP Rules 1.06, 3.04, 7.06

Further violations include but are not limited to TDRCP Rules 3.02, 4.01, 4.02, 7.01, 7.02, 7.03

BACKGROUND OF COMPLAINT

Abaza, Borunda, and Trevino operate as a "legal gang." All of them. They are licensed to be lawyers but they are not looking out for their clients' best interests. They are only safeguarding their own interests. In my experience and observation, they find clients who have assets, provide fee-based advice, and gang up on the client during settlement negotiations to rush a settlement that is bad for the client, only to garner a fee.

To achieve this aim, they withhold materially factual information from the client regarding the status of their case, including client communications from the opposing side. They provide false and misleading information to encourage the client to sign agreements that are financially bad for the client, leaving the client worse off than prior to engagement.

In my experience, they lie before the court. They lie under oath. And they lie in sworn affidavits. They are nothing more than a criminal gang of legal thugs. They use and abuse the law to extract what they legally can from clients. The arbitration clause in their contract not only makes it very expensive to fight back, but their litigation expertise allows them to fight back at minimal cost to themselves to pursue their false fee claim. I am not the only victim of their misdeeds.

I have been told by an attorney that it is a "waste of time" to file a Bar complaint, that the State Bar will not do anything with it. Nonetheless, I want to get my experience with this gang who call themselves "lawyers" on the record for the terrible experience that I had with them.

My dad raised me as well as my brother, Richard Allison, Jr. alone—he had sole custody of us and moved us to Texas when we were young. In Texas, he was a successful medical doctor and a successful real estate investor. In 1989, he created the "Richard Allison Trust," placing his real estate holdings into it, and promising that he would leave the Trust to myself and my brother.

Eventually, he married my stepmother, Robin Allison. In typical stepmother fashion, she immediately began driving a wedge between my father and us, his children, in an effort to secure his multi-million dollar assets. Nevertheless, my dad never quit loving us and never quit loving his grandchildren.

Between 2008 and 2012, my father's cognitive health began to decline—something that my stepmother tried to hide from us. Unbeknownst to his children, between June 3, 2011 and April 11, 2013, my dad allegedly amended the Trust on three separate occasions. In the third amendment, Robin was essentially made the lifetime beneficiary of my father's assets and Richard and myself became remainder beneficiaries.

Sadly, my dad, Richard Allison, Sr., passed away in April of 2017. Three months later, Robin attempted to probate my father's purported will in Collin County. Rather than being forthcoming with information, Robin gave me the 2013 Trust Amendment several months after my initial request. She felt that my father's assets were "none of my business" to know.

I read my father's Trust amendment. I didn't understand it, but what was blatantly clear was that Robin was made the primary beneficiary, and my brother and I were secondary beneficiaries. What I was unclear about at the time was that the entire Allison family were beneficiaries of this trust, and the entire family was "thought of" in the creation of this trust. This irrevocable spendthrift trust created a "benefit" for the entire Allison family.

Since I did not understand this complex instrument, in 2019, I began looking for an attorney to explain it to me. From the looks of it, it appeared like Robin inherited my father's entire estate. My dad had dementia in his final years, so I was unsure if the 2013 Amended Trust was signed by my dad while he was still cognizant.

Enter Nicholas Abaza. Nick essentially runs a google "phishing" operation and "catches his phish" using catchy titles, calling himself the "Will Contest Lawyer" who helps clients "fight

to get their inheritance." I met with Abaza, not thinking I'd hire him, but at the time I was working in real estate hoping to get referrals from attorneys for my real estate brokerage business. I did not view Abaza as having competency in trusts, which is why I wasn't seriously considering him.

At the time, I had no idea what my dad's estate was worth, nor did I care. I was more interested in making sure the children in the family could be provided for since there were education provisions in the Trust. I was, however, protective of my father. I was afraid that he was taken advantage of while in a vulnerable situation, signing away his life savings, not knowing what he was signing.

With dollar signs in his eyes, Abaza started soliciting me as a client, with regular "check in" calls. I wasn't thinking to do much, but Abaza sure was interested in me. Abaza began "coaching" me on how to find out "financials," using certain clauses in the Trust to get a financial statement from my stepmother. When I finally got a rough statement from Robin, Abaza became especially interested.[1]

Enter Jorge Borunda. Abaza, ever the "phisherman," introduced me to Borunda, the "drafter." Borunda, the "drafter," explained a few things about the Trust, intentionally keeping things vague, and said that he promised to explain my father's estate planning to me *after* I signed a representation agreement. At the time, I was asking Borunda to mediate with Robin to find a way to be able to "talk to each other," since we were not on speaking terms at that time.

The relationship between Abaza and Borunda can be summed up as this: Abaza is the google marketer who "catches the phish," once caught, he then refers them to Borunda to share in the spoils. He especially does this for more complex cases like mine. Abaza was to earn a 40% referral fee from this arrangement.

Borunda represented to me that he was an "expert" in trusts. At the time, I could not discern between a lawyer who knew and understood my father's Trust, and a lawyer who didn't. As part of the negotiations in hiring Abaza and Borunda, I asked them about including my brother in the case under a 35% contingency fee arrangement, while I would be billed hourly by them.[2]

In hindsight, I'm not sure how Abaza and Borunda expected to collect a contingency fee against an irrevocable spendthrift trust, which offers the highest level asset protection.[3] It would seem they should have disclosed this fact to us as prospective clients and should have declined representing my brother under a contingency fee scenario as collecting a fee from an irrevocable spendthrift trust would be difficult to justify under the Trust terms. Had Borunda truly understood and read my father's Trust—like he said he did—and if he really understood the terms of the Trust, that fact should have been discussed upfront. I never would have hired someone who was not competent to represent myself and my brother, especially if they did not understand the very legal document that I, myself, did not understand.[4]

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[1] Violation of TDRPC Rules 7.01, 7.03.
[2] Violation of TDRPC Rule 7.02 – Upon information and belief, Borunda does not hold any certifications or experience that would qualify him to present himself as an expert of trusts.
[3] Violation of Texas Trust Code Section 113.029, *See* Exhibit B, Sarah Pacheco Expert Report at 12-13.
[4] Violation of TDRPC Rules 1.01, 1.02, 1.03, *See* Exhibit C, R. Kevin Spencer Expert Report at 22-29.

Nevertheless, I signed an hourly rate engagement with Abaza and Borunda in May of 2019. This hourly agreement did not include an arbitration clause. Borunda then asked about reaching out to my stepmother's attorney, Michael Collins, to ask for a mediation. I told Borunda that I would not proceed with the case without my brother. Borunda and Abaza then signed my brother up, but on a contingency basis as he did not have the funds to secure an hourly rate agreement. My brother agreed to pay Abaza and Borunda, and only Abaza and Borunda, 35% of the amount of property and money secured for his benefit. Unbeknownst to my brother, Abaza and Borunda would then hire a third attorney to work his case, Michael Trevino. My brother never signed an agreement with Trevino and never agreed to his representation, but nonetheless, Trevino would bill my brother for his services.

WILL CONTEST, ADVICE FROM BORUNDA AND ABAZA

It was only after my brother's agreement with Abaza and Borunda that they became truly active, morphing from a "dove" stance to a "hawk" stance. Borunda recommended a "will contest," contesting my father's entire Trust as if it was not legitimate. At the time of the lawsuit filing in July 2019, I still had not gotten any explanation of my father's estate planning and the Trust. But it didn't matter to Borunda. I found out later that Jorge's background and expertise was not in Trusts, but rather in litigation. And I found out much later on, during our legal malpractice trial in November of 2023, that the actual purpose of the lawsuit was to benefit Borunda and Abaza, not for us, or what we, as the client, were originally asking for.

Originally, we came to them just wanting information and a channel by which we could "talk to Robin," like through a mediation. But we, as the clients, were naïve. We let our "gang of lawyers" lead the way. We did not know that the purpose of filing the lawsuit was to take our beneficial interest in the trust, our inheritance, to nothing so that anything we claw back would be considered a "recovery" for them. We did not know that filing a lawsuit like this put us at risk for not only forfeiting our inheritance but also forfeiting the inheritance of our children, my dad's grandchildren. We did not know and were not told by Abaza and Borunda that there could be a horrible, irreversible outcome.

So there I was, the paying client, funding the discovery to the tune of $70,000, so they could learn the size of my father's estate, all of the assets, and whether the facts were good facts or bad facts, such as my father's medical state at the time he signed the 2013 Trust Amendment. This was a zero risk scenario for them, since I shouldered 100% of their risk, and they had no out of pocket expenses. I had no idea of how much litigation costs; I am not an attorney and my attorneys never warned me about this nor did they give me options. They were solely focused on churning the case and increasing their pay day. Borunda even told me, "If you think the cost of this litigation is a lot, you will go bankrupt funding a trial. And this is going to trial!"

I was confused at the time. It seemed only a few months earlier, they were saying that the case couldn't go to trial without them signing up the other three heirs to become clients. During the meeting that Borunda made this statement, he was trying to convince me to convert from the hourly rate to a contingency fee, converting what was at the time only $10,000 of legal debt into an astonishing $1.3 million of legal debt.[5]

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[5] Violation of TDRPC Rule 1.04, *See* Exhibit C, R. Kevin Spencer Expert Report at 46-47.

CONVERSION TO CONTINGENCY FEE INDUCED BY FRAUD, DECEPTION

In July of 2020, after a failed mediation, and my gut feeling that maybe we didn't have a case, I informed Borunda of my intention to drop the case. This triggered Borunda to invite me in for a private meeting with him, where there was no record of our conversation. During this meeting, I asked Borunda for an honest assessment of my case. He refused to say that I had a good case, rather, he would wordsmith his words saying, "You have a good chance." I didn't know what he meant and at the time, Borunda had been sending me large invoices to put financial pressure on me, which made me re-think continuing the case. I had a gut feeling that it was probably not a good case, but again, I'm not an attorney.[6]

Further, there was a lot of information that I was not privy to, including the communications between Abaza and Borunda and Michael Collins, Robin's attorney, in which Robin was signaling that she wanted to settle. My attorneys never informed me of this. Behind the scenes, the facts were in—our case sucked so they thought. And we learned this two years later during the legal malpractice trial. They kept this fact to themselves during their representation of us.[7]

By October of 2020, Borunda and Abaza had determined that my dad's estate was worth upwards of $18 million. Like I said previously, they also knew it was close to settling. So, they brought in their buddy, Michael Trevino, the "fancy phone caller." Trevino's purpose was to bluff Robin and her attorney into thinking the case was going to trial. Not only did the three attorneys fail to tell me that Robin was signaling settlement and that it was not in my best interest to sign a converted contingency fee agreement, but Borunda also had a duty to advise me to seek outside counsel to review this new agreement.[8] He failed to do so. Further, Michael Trevino did not have to write any briefs nor file any discovery. All of that was already done.[9]

SETTLEMENT SIGNED UNDER DURESS

In April 2021, six months after the contingency fee conversion contract was signed, and twenty-one months after the initial lawsuit was filed, my attorneys scheduled a mediation. During mediation, most of the day passed with no offers. By 5pm, an offer was presented by Robin, where the estate was to be divided up between the Family Trust, which would go to my brother and I, and the Marital Trust and Robin's personal Trust being retained by Robin. In this offer, my brother and I would be required to relinquish all rights to the other trusts forever, in favor of the grandchildren.

My brother Rich and I emphatically told the attorneys that we were not signing anything that day. When we came back from dinner at 10pm that night, we explicitly told them, "we are not signing anything. This is a big decision. We want to sleep on it." It immediately became clear that "no" was an unacceptable answer to them. They kept using their salesmanship and

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[6] Violation of TDRPC Rules 1.02, 1.03, 1.04, 3.01, *See* Exhibit A, Lillian Hardwick Expert Report at 18-21, 44-46.
[7] *Id.*
[8] Violation of TDRCP Rules 1.04, 1.08, *See* Exhibit A, Lillian Hardwick Expert Report at 20, 39-44.
[9] Violation of TDRCP Rule 4.01, 4.02.

persuasion skills to the fullest, attempting everything within their power to get us to sign the MSA. It felt as if they all "ganged up" on us. All three of them. Three against two. They used their charm, humor, and their silver tongues to induce us to sign a bad deal, leaving us worse off and leaving our entire family worse off, than the way things were before we had met and hired them. They kept asking probing questions like, "what do you need to understand about this settlement agreement that we can explain to you so you can sign it today?"[10] They were eager. They would not stop. We were tired. We were not thinking straight, by this point. And under duress and coercion, we signed a document that we didn't understand, all because our attorneys told us to. We trusted them and we had no idea that we were being taken advantage of. They told us that this was the best deal we were going to get.

Once rested and clear of mind, I reviewed the MSA and informed my attorneys that I wanted out of it. At that time, we did not have a complete picture of what we were "giving up" as part of the deal, because we did not know the value of Robin's assets. Our attorneys didn't ask. And they didn't care. We also did not know about the tax implications including the generation skipping tax.[11] We were never informed about this. Little did we know that this deal was not about us. It was about them, garnering a fee. They also made false promises suggesting that we would have "unfettered access" to the Trust, and that the Trust money was "their personal money." It was not. And they knew better. So, they refused to even attempt to revoke the MSA.

When I later approached Borunda, discontented with what had happened, Borunda would counter, suggesting with a smirk, "Caroline, I made you a multimillionaire now," as if this was just about the money—it was not. This was about the family and what my dad had wanted his children and grandchildren to rightfully have. I then filed a legal malpractice case against the attorneys, but due to the arbitration clause in the invalid contingency fee contract that I was made to sign, arbitration was compelled.

LEGAL MALPRACTICE AND ARBITRATION

During the course of the next four years, we learned a lot about what were now our ex-attorneys. The trial, the depositions, the sworn affidavits… it was all clear that we were played by this gang of thieves for all the wrong reasons. They write one-sided agreements that favor themselves, and disfavor their clients. This gang wants to maximize their gain, garnering as much liquid cash as they can, squeezing from their clients and their families as they market themselves as the "experts in will contests and probate."

Moreover, in the course of the arbitration, which in and of itself should not have occurred in the fashion it did and with the arbitrator chosen [this will be detailed further below], we were informed by three different experts that Borunda, Abaza, and Trevino had violated the Texas Disciplinary Rules of Professional Conduct multiple times. The unfortunate aspect of their actions is that had we not had the means to actually fight these attorneys, none of this would have come to light. This suggests to me that the attorneys have "gotten away" with taking advantage of other litigants who, whether by choice or lack of funds, could not contest.

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[10] Violation of TDRCP Rules 3.01, 3.02, 3.03.
[11] Violation of TDRCP Rule 1.04.

In one the aforementioned expert reports, Lillian Hardwick went so far as to state that, "the former lawyers breached the duty of loyalty in general or communication in particular in failing to clarify the nature of their undertaking and the recovery, how it would be calculated for purposes of their fees, and how they did calculate it. They entered a transaction with a client without complying with the requisite fiduciary duties, using a contingent fee agreement that, on its face, usurps the clients [sic] right to direct the litigation." *See* Exhibit A. Moreover, Hardwick concluded that, "the lawyers knowing and complying with the provisions of just Rule 1.04 (in particular, Rules .04(f) and (g)) would have averted virtually all of the issues they now rebut." *Id.* This suggests that, whether intentionally or negligently [I lean towards intentionally based upon the lawyers' own admissions in deposition], the lawyers violated Rule 1.04 of the TDRPC.

Similarly, another expert, Sarah Pacheco, found violations with the attorneys' actions. Pacheco concluded that, "Caroline and Rich [at the behest of their attorneys] gave up valuable rights and interests as individuals in exchange for the possible right to become trustees of a trust with a HEMS distribution standard," and that, "contrary to the lawyers' advice, the MSA and Trust Modification Agreement did not provide Caroline and Rich unbridled access to the assets of the Family Trust." *See* Exhibit B. All of this suggests that the attorneys provided myself and my brother inadequate and incorrect information and advice.

And lastly, expert R. Kevin Spencer of Spencer, Johnson, & Harvell, PLLC, found that "the standard of care for Attorneys representing Clients in relation to their father's substantial estate was not met by Attorneys and Clients have been damaged as a result. Attorneys did not give proper and good legal advice in relation the rights and interests of Clients in their father's Estate and Trusts, they did not give correct advice regarding the negotiation and, later, settlement of their claims, they did not accurately memorialize the settlement reach and, later, making matters worse, demanded to be rewarded for their sub-par legal work by being paid substantial fees, based upon their incorrect contingency fee agreements that were not commensurate with the work done or the result achieved." *See* Exhibit C. Further, Spencer concluded that, "Attorneys failed to meet the standard of care by representing two aligned clients—Rich & Caroline—on separate fee bases that caused them to be unaligned by having an inherent financial and motivational conflict of interest." *Id* at 20. Such is undoubtedly in contradiction of Rule 1.06 of the Texas Disciplinary Rules of Professional Conduct. Further, Spencer found that the attorneys had violated Texas Disciplinary Rules of Professional Conduct 1.03(b) by giving incorrect advice, Rule 1.01 by failing to seek out expert advice from other attorneys "to ascertain the effect of the end result of what they negotiated," and Rule 1.02(a)(1)-(2) by not rejecting, or advising my brother and I to reject the settlement offer "because its terms did not comport with their [the attorneys'] prior advice or expected result." *Id* at 24.

Though our malpractice case should have never come to the point of arbitration, due to the lack of competent representation, it nevertheless did. And wouldn't you believe it, it appears that our former attorneys rigged that in their favor as well. Attorney and former Judge Anne Ashby was chosen as arbitrator.[12] After diligent research, it was discovered that Ashby should have been disqualified from this position. As she was not, it has led myself and my brother to believe that Borunda, Abaza, and Trevino sought her out specifically, possibly with the help of the previous opposing counsel, Michael Collins—that they had to go all the way to the Dallas

[12] Violations of TDRCP Rules 1.06, 3.04, 7.06, *See* Exhibit D, Dolcefino Consulting Expert Report.

metropolitan area to secure her as there were no willing arbitrators present in their own locale of Houston is indicative of this.

Michael Collins was the attorney for Robin Allison, our stepmother, in the probate case that started this whole thing. Anne Ashby's divorce from her first husband was litigated by Michael Collins via his representation of her. Their relationship dates back thirty five to forty years per her and Collins's admissions themselves. Further, she was employed at the very same law firm that Michael Collins was made partner at, Smith Underwood. She would leave this position and become a judge, but resigned that position in 2009, immediately attaining employment with none other than Michael Collins again—she was made Director at his firm at the time, Collins, Basinger & Pullman, PC. Even more egregious is the use of a key witness by Abaza, Borunda, and Trevino—that of Keith Staubus, whom the attorneys knew had a previous working relationship with Anne Ashby. They worked together at Smith Underwood and she would ultimately award him a hefty pay day of $53,000. *See* Exhibit D. She also awarded my former attorneys a whopping $4 million judgement in contradiction of accepted legal formalities and as such also exceeded her authority as arbitrator.

Anne Ashby, in her arbitration award, required myself, in my capacity as a trustee of a nonparty trust, to liquidate said trust in order to satisfy the award she ordered. Neither myself, in capacity as trustee, nor the trust itself were party to the case heard by the trial court nor was I or the trust obligated to the arbitration agreement. Ashby exceeded jurisdiction by ordering nonparties' accounts frozen and compelling nonparties' trust assets liquidated. It is my belief that her invalid award will be vacated by a higher court, but achieving this will also cause my brother and I considerable expense—expense that should have never been needed had we had competent and honest representation.

VOIDABLE CONTRACTS AND REASONS FOR FEE FORFEITURE

Had this case proceeded in a trial setting, in public, rather than in a closed-door arbitration, the contracts themselves would have resulted in voided agreements and fee forfeiture. Lillian Hardwick outlines this in the expert report. *See* Exhibit A at 51-52, 56-66.

1. For contingency fee contracts to be valid, each attorney and each client must sign the contract. In our case, only one attorney, Nick Abaza signed the contract. Trevino and Borunda, each from separate law firms, did not sign the contract.

2. Jorge Borunda failed to advise me to seek outside counsel when he converted me from an hourly agreement to a contingency fee agreement. He signed a sworn affidavit stating that he did do this, however, he never did, and sadly, he lied about it.

3. Mike Trevino never had a written agreement of any kind with Rich, but he represented Rich with no written agreement and still expected to be paid a contingency fee. The crooked arbitrator awarded him his fee with no written agreement. She knows better and will be reported accordingly.

4. Their contracts contained illegal clauses such as lacking a severability clause, contained conflicts, and went against public policy, which rendered them void and voidable. Anne

Ashby, who is not subject to scrutiny of the public courts, was able to look the other way on Legal Ethics and rule completely in their favor.

Nevertheless, the case did not proceed publicly, thus denying us of a fair shake. Further, Ashby denied the presentation and admission of evidence from past clients of the "gang," Gail Echols and Valeriya Ruzynska.

APPEAL - FINAL DOCUMENTS SUBMITTED OCTOBER 2025

Lastly, our case is currently under appeal with the Appellate Court. I anticipate it going to the Supreme Court of Texas. I believe their "award" will be vacated due to the arbitrator exceeding her authority and attempting collections from an innocent third party that was never sued: My father's estate plan - the Allison Family Trust.

Only my brother Rich and I were sued individually. Any and all petitions and the 43,000 pages of documents now filed with the trial court are available upon request and are part of the permanent public record.

To date, we have not revealed the Anne Ashby conflicts before the trial court, however, that will be the next step and will depend on the outcome of the Texas Supreme Court. Ashby's "skeletons" can be found in Dolcefino Consulting's Expert Report. *See* Exhibit D. Bar complaints on Anne Ashby and Seth Nichimov will be forthcoming.

CONCLUSION

I thought the legal profession existed to protect my rights, as a consumer, layperson, and member of the public. But what I've discovered with my case is that the legal profession is the *only* profession that *cannot* be held accountable.

What I've found is that judges, lawyers, and arbitrators collude, ignoring laws, public policy, and Texas Disciplinary Rules that exist to protect me from bad lawyers who are doing bad things to regular people. Not only has trying to correct their bad deeds cost me a ridiculous amount of money, but I've also discovered that judges, lawyers, and arbitrators collude to "protect their own," and "guard their pay."

Over the past three and a half years, I've witnessed this gang taking shots at my credibility. They've taken sound bites and twisted them into false narratives. I've witnessed them lying before the court and before arbitrators and judges. They've signed sworn declarations where they've lied about things that have never happened, such as Borunda saying he referred me to outside counsel prior to converting me from a $10,000 legal debt to what was purported to be a $1.3 million dollar legal debt. None of that actually happened. What attorney would do such a thing to a client? Only one who either has no moral compass, or one who thought he wouldn't get caught.

It is high time for attorneys such as Borunda, Abaza, and Trevino to be held accountable. And it is my sincerest hope and prayer that the State Bar of Texas intervenes and fulfills their purported duty of protecting individuals like myself and my brother.

Respectfully,

Caroline Allison