

January 23, 2026

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

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

Re: Amended complaint against attorneys Jorge Borunda (Bar No. 24027205) and Nicholas Abaza (Bar No. 24026752)

To the State Bar of Texas:

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

On January 6, 2026, I received a dismissal letter from the State Bar of Texas regarding a complaint that I had submitted against the aforementioned attorneys. I then attempted—to no avail—to set up a phone call with State Bar of Texas Assistant Disciplinary Counsel, Daniela Grosz. Ms. Grosz is the attorney responsible for designating my complaint as an inquiry and then subsequently dismissing it.

If the dismissal of my complaints are tantamount to the dismissals of my sister's complaints, then the reasoning behind the dismissals are that some of my alleged violations were considered "time-barred" due to Rule 17.06A of the Texas Rules of Disciplinary Procedure. The reasons for not investigating the violations that were not time-barred by the four-year limitation of Rule 17.06A, however, were not listed in the dismissal letters. I took a look into Rule 17.06 as a whole. I did so and discovered that although Rule 17.06A states, "No attorney may be disciplined for Professional Misconduct that occurred more than four years before the date on which a Grievance alleging the Professional Misconduct is received by the Chief Disciplinary Counsel," there exist exceptions explicitly stated in Rule 17.06D: "Where fraud or concealment is involved, the time periods stated in this rule do not begin to run until the Complainant discovered, or in the exercise of reasonable diligence should have discovered, the Professional Misconduct."

As I made abundantly clear in the original complaints, I am not an attorney, therefore I am not reasonably expected to know the ins and outs of probate/estate law. That is why attorneys were hired. If one does not know the ins and outs of probate/estate law, how could one possibly discern that they were being taken advantage of by their attorneys? Rule 17.06D should apply solely for this fact alone, however, taking Borunda, Abaza, and Trevino's intentional breach of fiduciary duties [in an effort to obtain monetary gain from myself and my brother] into consideration, this should also satisfy Rule 17.06D. Texas statute holds that "property" constitutes "a document, including money, that represents or embodies anything of value." Tex. Pen. Code. Sec. 32.01(2)(C). Subsection 32.32(b) of the Penal Code dictates that "a person

commits an offense if he intentionally or knowingly makes a materially false or misleading written statement to obtain property or credit, including a mortgage loan.” As shown by the numerous experts reports attached, these three attorneys have all misled and deceived myself and my brother in order to obtain property as defined. Moreover, these reports cover, time and time again, the attorneys’ failure to disclose information vital to their duty as competent counsel. Such constitutes concealment, therefore, for this reason as well Rule 17.06D should apply.

I was not aware of the extent of these attorneys’ deceptive practices until I received the expert reports. Exhibit I, the Lillian Hardwick expert report, was not received until December 20, 2023. Exhibit H, the Sarah Pacheco expert report, was also not received until December 20, 2023. Exhibit G, the R. Kevin Spencer expert report, was also not received until December 20, 2023. Therefore, considering the applicability of Rule 17.06D, the deadline for grievance should be considered as December 20, 2027. I respectfully request the State Bar properly initiate an investigation into the actions of the aforementioned attorneys.

Exhibit A – Caroline retainer agreement.

Exhibit B – Nicholas Abaza-Rich retainer agreement.

Exhibit C – Michael Trevino article: Can I Contest a Will or Trust Containing a No-Contest Clause.

Exhibit D – Nicholas Abaza article: Contingency Trust Dispute Lawyer - Irrevocable Trusts - Breaking & Busting the Trust and Avoiding the Forfeiture Clause.

Exhibit E – Nicholas Abaza article: Fiduciary Litigation on Contingency in Texas.

Exhibit F – Trial exhibit email from first mediator.

Exhibit G – R. Kevin Spencer Expert Report.

Listed Violations: TDRCP Rules 1.01, 1.02, 1.03, 1.04.

Exhibit H – Sarah Pacheco Expert Report.

Listed Violations: Texas Trust Code Secs. 112.035, 112.054, 113.029.

Exhibit I – Lillian Hardwick Expert Report.

Listed Violations: TDRCP Rules 1.02, 1.03, 1.04, 1.08, 3.01.

Exhibit J – Dolcefino Consulting Expert Report.

Listed Violations: TDRCP Rules 1.06, 3.04, 7.06.

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

BACKGROUND OF COMPLAINT

My dad raised me, Richard Allison Jr. (“Rich”), and my sister, Caroline Allison (“Caroline”), 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 sister.

Eventually, he married my stepmother, Robin Allison (“Robin”). Upon marriage, Robin 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. In fact, being the namesake of my father is something that I cherish very dearly, and my fight in this matter is centered around securing what is rightfully my father’s heirs’—the grandchildren, myself, and my sister—as he would have wanted.

I, myself, had an ascending military career and rose to the rank of Captain in the United States Marine Corps, serving in several conflict zones all over the world, defending our country’s freedom for well over a decade. Due to my tenure in the military, I am permanently disabled. Today I live modestly on disability in low-income housing in California. My daily existence consists of constant back pain, lack of sleep, stress, and incessant doctor appointments. Years ago, I went through a highly contentious divorce with the mother of my three children, now adults—Hunter, Ella, and Erik. My life has been full of challenges and struggles, but nothing could have prepared me for the dishonesty, fraud, deceit, and misrepresentations of the lawyers whom I thought would help me and my sister in this fight.

Between 2008 and 2012, my father’s cognitive health began to decline—something that my stepmother tried to hide from my sister and I. Unbeknownst to us, 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 Caroline and myself became remainder beneficiaries.

Sadly, my dad 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 my sister the 2013 Trust Amendment several months after her initial request. She felt that my father’s assets were “none of [her] business” to know.

Since my sister and I had very little information regarding our father’s estate planning, we were forced to seek legal advice, which is how we came to know our attorneys, Nicholas Abaza and Jorge Borunda. Abaza seemed to be soliciting my employment as I received a call from him in early 2019, where he was attempting to pitch me a lawsuit against my stepmother for a “trust accounting.”¹ I informed Abaza that I was unable to afford an attorney due to my disabled veteran status and subsequent fixed income and ongoing treatments. During the course of the phone call, he stated that he would explain our rights under the trust of my father, but only after we signed a contract with them.² I had previously given up on trying to figure anything about the trust out after I had spoken with an attorney in California, as that is where I reside, that informed me that he could not represent me and that he did not know any Texas attorneys that could advise me either. I was convinced to sign a contingency contract, whereas Abaza informed me that such was essentially a pro bono service. He further informed me that he could recover his attorney’s fees via other means such as motioning the other party for them. This seemed peculiar and contrary to what the California attorney told me—that California law prohibits

¹ Violation of TDRCP Rule 7.03.

² Violation of TDRCP Rules 1.03, 1.04.

contingency contracts for family or probate matters, but nonetheless, I trusted that Abaza, a Texas attorney, knew the laws of Texas. I was incorrect.

Abaza and Borunda *never* fulfilled their duty to fully explain my rights nor the details of this contract.³ Had they done so, I would have made completely different choices. Perhaps the most important detail of the contract, the arbitration clause, was never explained to me nor was it explained to me that I would essentially be forfeiting my right to a jury trial in lieu of a form of proceeding that heavily favors attorneys. Moreover, it was never explained to me the difference between commercial rules as opposed to consumer rules and that agreeing to such a contract would waive any consumer protections I possessed. I had never actually met Abaza in person—all of this was done over the phone through his frequent calls. Normally I am adamant about not doing business over the phone, but Abaza was insistent and appeared credible. I also presumed that he would be bound by legal and ethical standards and as such would not attempt to scam me.

After I signed up, Borunda fired a nuclear option of a will contest vice suing for trust accounting. Abaza and Borunda failed to inform us of these details, instead asserting that “the will contest is no big deal.” I was told individually by Abaza that I should be concerned that there would be no money left over to pay for my children’s college—that my stepmother was “fire-selling” properties under market value.⁴ That would concern anyone heir to a trust. Abaza knew this and manipulated me. He played to my emotions, stating that if my stepmother’s actions continued, we would likely lose all the money my father worked hard to earn. Nevertheless, my sister and I both agreed to hire Abaza and Borunda. *See Exhibit A.* Caroline’s contract detailed an hourly agreement and was signed in May of 2019, whereas I agreed to a 35% contingency fee agreement in June of 2019. *See Exhibit B.* Immediately upon execution of the contract, Borunda filed a will contest, essentially against the amendments made in 2013 when we believe our father was not cognizant to authorize the changes. We were unaware of what a will contest constituted, nor the potential repercussions of a contest, nor that it could lead to forfeiture of our beneficial interest in our father’s trust. *See Exhibit C.* On Trevino’s own website, he brought up the “No Contest Clause” and Texas Estates Code Sec. 254.005. They testified in the trial that our case “laced evidence” and “good cause,” which would have resulted in us being disinherited if we lost in trial. This was never explained, just that these clauses are rarely enforced and considered no big deal to challenge.

After signing, I continued to ask about the fee recovery process, whereas Abaza would immediately get agitated and then exclaim that a full trial was necessary in order to recover his fees. I would then ask for him to explain, in detail, what our agreement entails—he said to me that he would get back to me when he was less busy. Ultimately, it took three or four appointment cancellations [by Abaza and Borunda] to secure a scheduling.⁵ During this appointment, we were informed that battling it out with my stepmother’s attorney, Michael Collins, was more important than understanding the ins and outs of the trust. It is my belief that they were over their heads in understanding the restrictions of an irrevocable spendthrift trust, but had already overcommitted and were thus to prideful to bring in an actual expert. I was also informed that Abaza was trying to operate as economically as possible in order to save us money

³ Violation of TDRCP Rule 7.01.

⁴ Violation of TDRCP Rules 1.01, 1.03.

⁵ Violation of TDRCP Rule 1.03.

and that Borunda has already explained everything to my sister—not to worry—that they will take care of us.⁶

I did not notice until later, that in fact, my agreement with Abaza and Borunda including only the signature of Abaza—Borunda never signed the first contract and then never signed on the restated contract. And when I brought this up to Abaza, he stated that it was not necessary for Borunda to sign as Borunda was my sister’s attorney and Abaza was my attorney. This is incorrect; they both represented us, and they both operate independent law firms separate from each other.⁷ I also later learned that Abaza, Borunda, and a third affiliated attorney [that will be detailed later] had all previously been sued for legal malpractice in Harris County Case No. 2016-19643—a fact conveniently omitted by them in securing our employment.

According to the 2013 Amended Trust, my sister and I were contingent beneficiaries, due to get 100% of my father’s and stepmother’s estate after our stepmother Robin passed away. It would make no sense for us to litigate the matter, risking our inheritance and our heirs’ inheritance forever, but we were convinced to do just that by these attorneys. It is now apparent that the attorneys did so after learning of the value of our father’s estate—they simply wanted that “fat” contingency fee of 35% of whatever was recovered from our father’s estate. Simply put, they took advantage of an already-fragile family dynamic and exploited it to their own financial gain.⁸

What they did to us, as well as our stepmother is permanent, irreversible, damaging, both financially and physically. After only furthering the divide between our stepmother and ourselves by convincing us to contest, and causing undue stress to her, she suffered a catastrophic stroke in which she is now permanently brain damaged. I signed away ownership interests, that were giving me financial support, to the marital trust per the MSA, thus financially injuring me as well. Further, the legal fight has eroded the trust between my children and myself, and my own health has taken a hit. All caused by unnecessary litigation at the behest of attorneys that are ethically and statutorily obligated to look out for our best interests. Point blank, they did not.

After the commencement of the case, Harris County Probate Case No. PB1-1332-2019, Borunda was given the green light to go on the attack—he immediately began the aforementioned will contest, but also deviously invoked a clause that would disinherit me from the trust.⁹ In the process, Abaza and Borunda failed to inform me of how risky this was—that not only would I be disinherited, but my children would be as well. Instead, Borunda insisted that such clauses are considered a legal joke and that judges never enforce them. What sort of attorney so wantonly speaks of judges in this manner? Further evidence of Abaza’s arrogance, ignorance, and recklessness can be seen through articles that he has written concerning “Trust Busting.” *See* Exhibits D and E. I was not notified of this invocation until after it was done. I liken Borunda filing this action, which is irrefutably adverse to my interests and my children’s interests, to taking charge of a ship and running it aground with the intention of allowing fellow pirates the chance to plunder the ship’s cargo.

⁶ Violation of TDRCP Rule 1.02.

⁷ Violation of TDRCP Rule 1.04.

⁸ Violation of TDRCP Rule 1.01.

⁹ Violation of TDRCP Rules 1.01, 1.02.

In July of 2020, about a year after the case began, my sister and I attended mediation with Robin. The mediator sent an email to Borunda conveying Robin's concerns that this entire situation may possibly disinherit my children and offering me essentially an "out" of the suit with no consequences. *See* Exhibit F. Borunda then took that communication and manipulated the underlying message, stating to me that Robin wanted us to apologize and to drop the case—that only then would she consider forgiving us. He did so in an effort to convince us to continue on with the case as he and Abaza were spooked about us dropping. Naturally, the purported message caught us off guard—who wouldn't continue on with a case after receiving such a message? Further, Abaza and Borunda failed to notify me that my stepmother was willing to set aside a disinheritance clause if I withdrew from the case.¹⁰

We would not find out until the later legal malpractice case that the attorneys had known it was not going well—that they knew the case was riddled with problems, including deficient evidence to even pursue a trial. *See* Exhibits G, H, I. And unbeknownst to myself, my sister had been leaning towards dropping the case—she was being billed heavily due to the expense of the litigation and the churning of costs by the attorneys. She informed me that she was not sure it made sense to continue. So she went to speak with Borunda in an off-the-record meeting, where he intentionally misinformed her in order to "save the case" for himself. As a result of this meeting, Caroline was convinced to convert her previous hourly agreement to a contingency fee contract with an arbitration clause. This is when Borunda and Abaza added their buddy, Michael Trevino, to the case. He was included in Caroline's amended contract but was never added to my preexisting contingency contract nor did I ever sign *anything* with him.¹¹

It does not get much more black and white, more clear, more blatant than this. Trevino did not and does not possess a written agreement between myself and him. There never existed such an agreement. Trevino knew this. The arbitrator, Anne Ashby, knew this. As Abaza, Borunda, and Trevino all operate individually and separate from each other, and as there is clearly no written agreement, Trevino has thus wantonly pursued a judgment against me, intentionally and knowingly violating state law. But alas, a crooked arbitrator, who appears to have been cherry-picked for this occasion, granted Trevino a bogus award—30% of a \$2 million judgment, amounting to the aforementioned \$600,000. In doing so, Ashby exceeded her authority as arbitrator, and appears to have done Trevino a favor, proffering deference to the "referring party" as it would be good for theirs and her business and potential future referrals.

We then found out, during the arbitration trial, and after Ashby had awarded our ex-attorneys a carte blanche judgment, that Ashby should have never heard our case and should have never been appointed arbitrator due to her long history with our stepmother's attorney, Michael Collins. This is the underlying case that premises the entire legal malpractice suit. Aside from Ashby's failure to recuse herself, she also failed to properly disclose the conflicts of interest that precluded the necessity of recusal. *See* Exhibit J. Ashby, upon information and belief, appears to have committed bankruptcy fraud, further indicating her dishonesty and inability to be impartial and fair. The results by and through her award speak for themselves. And as such, we have been forced to expend even more money to appeal.

¹⁰ Violation of TDRCP Rules 1.01, 1.03.

¹¹ Violation of TDRCP Rule 1.04.

Moreover, upon information and belief, it appears that Michael Trevino was brought on to the case by his buddies as his practice maintains legal malpractice insurance, whereas Borunda and Abaza's do not. Therefore, bringing a third attorney into the fold at the expense of some of a large awarded contingency was simple economics to Borunda and Abaza—an investment if you will. In total, my ex-attorneys were awarded an astounding \$2 million by the arbitrator, which was later confirmed and ordered judgment by the judge. As previously stated, we have since appealed, but at great cost and even greater stress.

I hired unethical attorneys to represent me, thinking that I was asserting my legal rights, when in fact, I was taken advantage of. These attorneys intentionally chose to withhold material information from me, in particular, when they were notified by me that there was additional evidence located on my father's computer, they took the opposing counsel's word that the computer had been thrown away. Yet, during the arbitration proceedings this very same evidence, emails, was delivered from the same opposing counsel [OC from the probate matter] to Borunda in order that he could cherry-pick the emails that may make us look bad. They were never provided to me. Such is indicative of a willful and weaponized incompetence shared by Abaza, Borunda, and Trevino.¹² Yet, they will not suffer the repercussions; I will. Further evidence of their unethical behaviors include travelling to California, unbeknownst to me, to sign my adult children up under contingency contracts as well. Borunda managed to meet face-to-face with my children, in Orange County, but found it too difficult to meet face-to-face with me, in San Diego.¹³

They disregarded the standard of care of a client. What I have discovered is that these attorneys form what is essentially a legal gang—they lie, cheat, and then bully their way into the coffers of vulnerable families, all for a chance to line their pockets. They may be legal practitioners by nomenclature, but they give the profession a bad reputation. It should be a privilege to carry a law license and treated as such, yet these gang members have desecrated a profession meant to protect the likes of people like my sister and myself.

It is especially dangerous when an attorney can make false representations, going so far as to purport to be a citizen's legal representation to a court of law, and even file adverse actions against a client, when that client never even consented to this purported representation. By that logic, any attorney could claim to represent any random person, and if that random person contests this alleged representation, they become saddled with a debt that they cannot pay. It's a sham and it erodes the public's trust in the legal system.

And even more dangerous than this is the fact that Abaza began to harass me. I *never* once provided him with my personal home address as I am enrolled in a protected confidential address program in California. Yet, somehow, when these attorneys sued me personally, they used my home address instead of the PO Box that I had given them in the past. He even sent a postcard directly to my home address. This certainly does not appear to be the actions of a reputable attorney.

Even after the arbitration in the post judgment phase, Abaza, Borunda, and Trevino all included their billable hours they worked during the probate case. They did not have a contract agreement as they employed attorney Joe Little but were allowed to tack on all of their hours on

¹² Violation of TDRCP Rule 1.03.

¹³ Violation of TDRCP Rules 1.01, 1.03, 1.08.

to the judgment. When they submitted these invoices to the arbitrator, the invoices were so heavily redacted that it became impossible tell who was billing who for what, where, and when. Perhaps these were not even relevant to our case, yet the arbitrator gave them carte blanche reimbursement for whatever they asked for to the point where suspicions were raised about the arbitrator's purported propriety and fairness.

Finally, all of the aforementioned violations of the TDRCP constitute violation of TDRCP Rule 8.04 as well.

CURRENT STATUS OF CASE AND CONCLUSION

Our case is currently under appeal and I anticipate it proceeding all the way to the State Supreme Court. It is my belief that the \$4 million award entered by Anne Ashby will be vacated due to her exceeding her granted authority and due to her impropriety, including allowing attempts to collect from third parties that were never beholden to the suit at hand.

I was under the impression that the legal profession existed to protect the rights of people like me, as a consumer, a layperson, and a member of the public. But what I have discovered is that it appears the legal profession can also be maliciously used to take advantage of families recently made vulnerable by the loss of a father and grandfather, with little to no recourse. I have also discovered that apparent collusion between judges, attorneys, and arbitrators is common, and it costs an arm and a leg to seek even the semblance of justice. Most people do not have the means to fight attorneys and the only reason why any of this information concerning the impropriety of the arbitrator or the actions of my purported previous counselor is because I had the means. This is the basis and genesis of an unfair system—it needs to change.

It is my sincerest hope that the State Bar of Texas adheres to its duty and rightfully initiates an investigation into the actions of attorneys Jorge Borunda and Nicholas Abaza. If the State Bar requires any further information and/or materials, including transcripts or witness testimony, we would be more than happy to provide.

Respectfully,

Richard Allison Jr.