

NEW GRIEVANCE AGAINST JORGE BORUNDA

Texas Bar No. 24027205

*Deception • Fiduciary Self-Interest • Fee Harvesting • Misleading Advertising • Review Manipulation
• Arbitration Shield • Public Harm*

Complainant	Caroline Allison — former client and member of the public
Respondent	Jorge Borunda — Borunda, P.C.
Core Matter	Probate/trust representation, fee conversion, settlement, legal-malpractice arbitration, judgment and collection
Arbitration	AAA No. 03-22-002-4507 / consolidated Allison proceedings
Public Investigation	Wayne Dolcefino / Dolcefino Media — DAMN LAWYERS investigation
Current Appellate Status	Texas Supreme Court Petition for Review pending; complaint relies on the petition and underlying record as investigative evidence, not as a final adjudication of misconduct

EXECUTIVE SUMMARY — THIS IS A PUBLIC-PROTECTION COMPLAINT ABOUT DECEPTION AND FEE HARVESTING

I am filing this grievance because I believe **Jorge Borunda** used the trust I placed in him as my lawyer to keep me in litigation that I was trying to leave, move me into a more lucrative **contingency-fee** arrangement, place a private **arbitration clause** into the relationship, and ultimately participate in a process that converted my father's estate from a protected family inheritance into a source of professional fees.

The clearest Borunda-specific event occurred when I was ready to drop the case. By August 2020, I had paid approximately \$67,000 in legal fees and expert costs. I was losing confidence in the case and told Borunda that the bills were crushing me and I might have to walk away. Instead of giving me a neutral case assessment, a trial budget, a candid probability-of-success analysis, or a balanced explanation of the consequences of winning and losing, he pulled me into a private meeting and told me that "**trial is imminent**" and that I would "**go bankrupt funding a trial.**" Those statements are documented in my sworn arbitration testimony and recited in the appellate briefing.

That ***meeting matters because the information Borunda did not provide was the information I needed most.*** I was not told that the proof problems could make trial extremely dangerous. I was not told that even a nominal trial victory could be economically disastrous if my father's carefully designed trust structure were dismantled, assets were distributed, taxes were triggered, and the family estate were divided. I was not told that another mediation opportunity was approaching. I was not given a trial budget. I was not advised to obtain independent counsel before entering a new fee transaction with my existing lawyers.

Instead, I eventually signed a second agreement that converted my representation to a 35% **contingency fee** and contained arbitration. My first agreement had no **arbitration clause**. I contend that the second agreement was procured during an **existing fiduciary relationship** through **material nondisclosure** and **fear-based inducement**. Borunda himself did not sign Caroline's agreement, yet later asserted rights arising from it. The lawyers then used the **arbitration clause** to force my **malpractice** and **fiduciary claims** out of a public courtroom and into a private proceeding before **Anne Ashby**.

The unifying theme is **fee harvesting**. I believe the representation repeatedly moved in the direction that maximized professional fees while leaving the family with greater risk: hourly billing, then a percentage fee, then **arbitration costs**, then a **multimillion-dollar fee award**, then interest and enforcement costs, and finally turnover and receivership proceedings with another potentially seven-figure professional fee layered on top.

The grievance also raises public-facing honesty issues. Borunda's advertising markets aggressive estate litigation, high-stakes disputes, large recoveries and contingency options while underemphasizing the catastrophic downside. His online review profile has been the subject of a documented FTC complaint package involving a concentrated burst of positive reviews, reviews associated with his wife and business

partner, disputes over negative client reviews, and public responses directed at a former client. I discovered these issues only after the Wayne Dolcefino investigation began pulling apart the record.

The State Bar previously dismissed an earlier complaint. The evidentiary picture is now materially different. The DAMN LAWYERS investigation has expanded; the review evidence has been preserved; Ashby's conflict history has been investigated; the Texas Supreme Court petition identifies major contract, trust, capacity and interest-calculation issues; other former clients have come forward; and the post-judgment collection machinery has exposed additional professional relationships and financial incentives.

I am asking the State Bar to investigate Jorge Borunda as a public-protection matter. Lawyers are supposed to protect clients who do not know the law. My experience was the opposite. I believe the people I hired to protect my father's life's work became some of the greatest financial threats to it.

NEW PUBLIC-PROTECTION ISSUE: STATE BAR PROFILE CURRENTLY LISTS BORUNDA AS NOT ELIGIBLE TO PRACTICE IN TEXAS

On September 20, 2026, I reviewed **Jorge Borunda's** official State Bar of Texas member profile, Bar No. 24027205. The State Bar profile states: **"Not Eligible to Practice in Texas,"** identifies the status as **"Administrative Suspension,"** and explains that he "has been suspended by the State Bar of Texas for an administrative reason and is ineligible to practice law in Texas." The same profile identifies **Borunda, P.C.**, lists his occupation as "Private Law Practice," and lists practice areas including Wills-Trusts-Probate.

Source: State Bar of Texas member profile for **Jorge Borunda**, Bar No. 24027205, accessed September 20, 2026:

<https://www.texasbar.com/AM/Template.cfm?template=/Customsource/MemberDirectory/MemberDirectoryDetail.cfm&ContactID=204087>

This current status creates an immediate public-protection issue. The State Bar profile establishes that Borunda is presently ineligible to practice law in Texas, but the profile page does not, by itself, establish the effective date of the suspension or whether Borunda has actually performed legal services after that date. Accordingly, I ask the State Bar to determine the precise effective date and reason for the **administrative suspension** and then compare that date against Borunda's legal activity.

The investigation should determine whether, during any period in which he was ineligible, Borunda personally appeared in court, signed or filed pleadings, advised clients, negotiated settlements, accepted or earned legal fees, held himself out to the public as authorized to practice Texas law, supervised legal work requiring an active Texas license, or continued advertising for new Texas legal matters without clearly disclosing his ineligible status. If he practiced law while administratively suspended, that conduct should be investigated under the rules governing unauthorized or prohibited practice and professional misconduct.

This issue is especially important in the context of this grievance because Borunda's public-facing materials and State Bar profile continue to associate him with private law practice and wills, trusts and probate work. Consumers searching for a Houston probate lawyer may not understand the significance of an **administrative suspension** unless the status is clearly disclosed. The Bar should preserve Borunda's website, advertising, Google Business Profile, intake materials, engagement agreements and court filings from the suspension period to determine whether prospective or existing clients were told that he was not eligible to practice.

CENTERPIECE PUBLIC-PROTECTION ISSUE — DECEPTIVE ADVERTISING, MANUFACTURED CREDIBILITY, AND CLIENT ACQUISITION

This grievance is not only about what happened after I hired **Jorge Borunda**. A central **public-protection** question is how consumers are induced to trust him **before the attorney-client relationship begins**. Borunda's public marketing presents a high-confidence picture: aggressive representation, inheritance and business litigation expertise, contingency options, free consultation, large-dollar success, and repeated favorable reviews. The **FTC evidence package**, the **website analysis**, and the Kuhnle family's reported reliance on **five-star ratings** make the advertising issue part of the **alleged misconduct** itself—not a side issue.

The theory the State Bar should investigate is straightforward: **FALSE ADVERTISING** and **REVIEW MANIPULATION** can create **false confidence**; **false confidence** can drive **RETENTION**; retention can lead a consumer into **CONTINGENCY-FEE LITIGATION**; and, once the lawyer's economic interest is tied to the gross value of the dispute, the client may face **FEE HARVESTING**, **BREACH OF FIDUCIARY DUTY**, and—if the relationship breaks down—**ARBITRATION AS A SHIELD FOR LAWYER MISCONDUCT**.

A. Why the advertising matters to an ordinary consumer

- A grieving heir searching online does not begin with subpoena power, discovery, disciplinary records, or knowledge of undisclosed professional relationships. The consumer begins with Google, lawyer websites, star ratings, reviews, awards, and claims about results.
- Borunda PC's website markets the firm as an "equalizer," offers a "free consultation," advertises contingency or hourly representation, states that Borunda has been "pretty successful," and says he has recovered millions for clients. The site also invites consumers with inheritance disputes to call immediately.
- The concern is not that a lawyer may advertise legitimate services or past experience. The concern is the **overall impression** when upside-focused website claims are combined with allegedly non-independent five-star reviews and **omitted litigation risks**.
- For probate consumers, the omitted risks can be enormous: **loss of inheritance**, no-contest exposure, taxes, liquidation of protected assets, years of litigation, family fracture, **fee claims**, **arbitration costs**, and a result in which the lawyers recover substantial fees while the client's net position deteriorates.

B. The Kuhnle family provides evidence of actual consumer reliance

The revised Kuhnle grievance reports that Brian Heath Kuhnle believed **Jorge Borunda** and **Adam Fomby** were among the "**best of the best**" because of their **five-star online ratings**. The family later reported that the representation did not match the reputation those ratings conveyed. That account is important because it moves this issue beyond abstract advertising theory: it is evidence that a probate consumer says the online reputation **materially influenced the hiring decision**. The Allison's likewise relied on the lawyers' public reputation before later discovering the professional network, **cross-reviews**, review disputes, and other facts described in these grievances.

C. Requested advertising investigation

- Authenticate every review identified in the FTC package and determine whether the reviewer was an **actual client**.
- Determine whether **family, business, co-counsel, referral, or financial relationships** were disclosed where endorsements appeared to be independent consumer reviews.
- Obtain Google, Yelp, Avvo, and **reputation-management records** showing who solicited, challenged, reported, edited, or sought removal of reviews.

- Compare Borunda's advertised success stories and recovery language with actual case outcomes, **client net recoveries**, fees, expenses, tax consequences, and losses.
- Determine whether Borunda's advertising was filed or exempt under the Texas lawyer-advertising rules and whether the total presentation created an **unjustified expectation** of results.

WEBSITE ANALYSIS — THE MARKETING MESSAGE EMPHASIZES REWARD WHILE THE CLIENT BEARS THE DOWNSIDE

The attached website analysis identifies a litigation-forward acquisition strategy built around **BORUNDA PC** and its inheritance-dispute and business-litigation pages. The site's consumer-facing themes include "free consultation," "recovering millions for clients," "**aggressive**" protection, acting as an "equalizer," and **contingency-based litigation options**. Taken separately, these phrases may be common lawyer advertising. Taken together—and combined with **five-star reputation signals**—they can cause a stressed consumer to overestimate the chance of a favorable outcome and underestimate the economic danger of litigation.

The consumer funnel the Bar should examine

- **1. Emotional trigger:** Inheritance dispute, perceived unfairness, death, family conflict, or business crisis.
- **2. Low-barrier entry:** Free consultation and easy intake reduce hesitation.
- **3. Risk minimization:** Contingency language can sound like the lawyer bears the downside.
- **4. Expectation amplification:** "Millions recovered" and favorable-result narratives emphasize upside.
- **5. Litigation as protection:** Aggressive advocacy is framed as the way to protect what belongs to the client.
- **6. Fee conversion / fee harvesting risk:** Once the matter becomes a large dispute, the lawyer's percentage interest may increase with the gross value at stake.
- **7. Accountability barrier:** If the client later alleges malpractice or fiduciary misconduct, a hidden or inadequately explained **arbitration clause** can move the dispute into private arbitration.

Material risks the marketing analysis says are not given comparable prominence

- The client may **lose** the underlying will or trust contest entirely.
- Even a nominal "win" may produce **less net value** after **contingency fees**, expenses, taxes, and asset liquidation.
- A challenge can **threaten existing inheritance rights** or trigger no-contest arguments.
- Complex estate litigation can last for **years** and permanently fracture families.
- Settlement headlines can differ dramatically from what the client **actually receives** in cash or usable assets.
- The client can later face a fee dispute, **arbitration costs**, interest, collection activity, turnover, and receivership.

This alleged imbalance mirrors the Allison representation. I was ready to leave because of cost. I contend that Borunda used **fear of trial expense** to keep me in the case, without giving me the **balanced risk information** that the website likewise does not foreground. The result was not the simple protection and recovery image a consumer sees online. It became a **35% fee transaction**, settlement pressure, **private arbitration**, a **multimillion-dollar fee judgment**, and continuing collection proceedings. That connection is why the advertising evidence belongs in the **CENTER** of the grievance.

THE CONNECTION POINTS — HOW FALSE ADVERTISING CAN LEAD TO FEE HARVESTING, FINANCIAL DEVASTATION, AND AN ARBITRATION SHIELD

The State Bar should examine these facts as a connected sequence rather than as isolated complaints. The alleged problem begins before the client signs anything. **FALSE ADVERTISING** and **FAKE REVIEWS** can create the impression that a lawyer is unusually successful, trusted, and safe to follow. When negative former-client reviews are hidden, challenged, or deleted while favorable insider or family-connected reviews remain visible, the consumer may lose the very warning signals that would otherwise cause the consumer to slow down, obtain a second opinion, or walk away.

1. Manufactured confidence can affect the hiring decision. A consumer confronting a death, inheritance dispute, or family crisis may rely heavily on star ratings, reviews, success stories, and claims of large recoveries. If those signals are not independent, the client may believe that other ordinary clients have already tested and validated the lawyer when they have not.

2. The marketing emphasizes upside while the client may never hear the full downside. The website repeatedly emphasizes aggressive protection, significant recoveries, contingency options, and easy entry through a free consultation. The overall effect can resemble a “hit-the-lottery” message: substantial upside appears possible, while the client is not given equally prominent warnings that a will or trust contest can fail, destroy an existing inheritance position, trigger taxes and fees, fracture a family, or leave the client worse off even after a nominal win.

3. False confidence can make pressure tactics and bad advice harder for the client to detect. A client who believes she hired one of the “best of the best” is more likely to trust the lawyer’s risk assessment, accept urgency, and discount her own doubts. In the Allison matter, I contend that when I was trying to stop because the bills were crushing me, Borunda told me that trial was imminent and that I would go bankrupt funding it, but did not give me a balanced trial budget, a neutral probability analysis, or an equally forceful explanation of the danger of continuing.

4. The contingency fee can change the economic incentives. Once the representation shifted from hourly billing to a 35% percentage arrangement, the lawyers obtained a direct financial stake in the gross value of the dispute. The complaint asks the Bar to investigate whether that structure encouraged continuation, escalation, settlement pressure, or characterization of existing family assets as “recovered” property in a way that increased the lawyers’ fee while reducing the client’s actual net benefit.

5. That is the core self-dealing and fee-harvesting concern. A fiduciary is supposed to place the client’s interests first. The allegation here is that the lawyer’s superior legal knowledge, control of information, and trusted status were used to influence client decision-making in a direction that increased professional compensation. If established, that is not simply a disagreement over strategy; it is a question of **self-dealing, breach of fiduciary duty**, and whether legal sophistication was used against the client who depended on the lawyer for candid advice.

6. The downstream harm can be financial losses and family devastation. The grievance should measure outcomes in net terms, not advertising headlines. A settlement can look large while the client loses protected trust interests, liquidity, tax advantages, family relationships, and substantial value to attorney fees and later enforcement. The public-protection issue is whether consumers were sold protection and recovery but exposed instead to **financial devastation** that the marketing did not meaningfully disclose.

7. When the client fights back, the arbitration clause can become a shield for alleged lawyer misconduct. The first hourly agreement did not contain arbitration. The later contingency agreement did. After the relationship collapsed and the clients asserted malpractice and fiduciary claims, the lawyers invoked arbitration and removed those allegations from a public jury forum. The grievance

therefore asks whether the **arbitration clause** operated as an **arbitration shield**: a private enforcement mechanism attached to the same fee transaction that the clients contend was procured through nondisclosure and pressure.

8. The arbitrator-selection and conflict evidence heightens the concern, but should be investigated rather than assumed. The former lawyers were sophisticated repeat participants in legal proceedings and understood arbitration procedure far better than their clients. **Anne Ashby** ultimately accepted legal theories that produced a substantial award for the lawyers, and later investigation raised questions about conflicts and disclosures involving **Michael Collins** and others. This complaint does not ask the State Bar to assume that Borunda “rigged” the arbitration merely because he prevailed. It asks the Bar to determine what Borunda and his counsel knew about Ashby, how she was selected or accepted, what disclosures were available, whether material relationships were omitted, and whether the lawyers knowingly benefited from a neutral-selection process the clients did not understand.

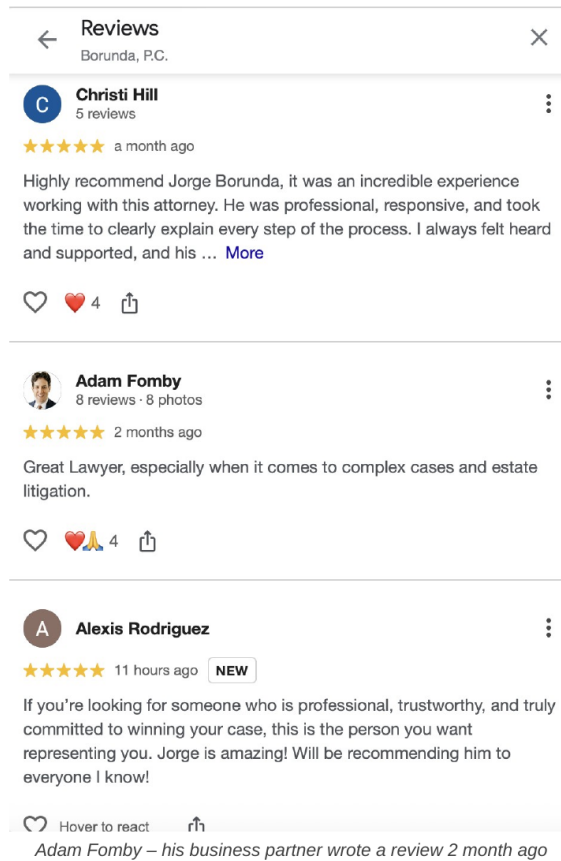
9. Review suppression can complete the cycle. If former clients later try to warn the public but their negative reviews are disputed, ghosted, or removed while favorable insider reviews remain, the next consumer encounters the same polished reputation that influenced the first client. That is why **fake reviews, deleted former-client reviews, deceptive trade practices, contingency-fee incentives, fee harvesting**, and arbitration cannot be analyzed as unrelated events. They are potential connection points in one consumer-protection system that the State Bar should investigate end to end.

The central investigative question is therefore not simply whether any one advertisement, review, fee clause, settlement recommendation, or arbitration ruling can be defended in isolation. It is whether the **COMBINED EFFECT** of **DECEPTIVE TRADE PRACTICES, FAKE REVIEWS, BAD ADVICE, PRESSURE TACTICS, SELF-DEALING**, a **CONTINGENCY FEE**, and an **ARBITRATION CLAUSE** deprived clients of the independent information and meaningful choice they needed at each stage of the representation.

FTC REVIEW EVIDENCE — FAMILY, BUSINESS, AND CROSS-REVIEWS PRESENTED TO CONSUMERS

The FTC package preserves screenshots that the State Bar can **authenticate directly** from the platforms. The complaint does not ask the Bar to assume that every favorable review is fraudulent. It asks the Bar to determine whether endorsements that appeared to be **independent customer satisfaction** actually came from **family members, business partners, co-attorneys**, or coordinated accounts—and whether **negative former-client reviews** were selectively challenged, hidden, or removed.

The most important spouse evidence concerns **Jennifer Borunda**. The FTC package identifies **Jennifer Borunda** as **Jorge Borunda’s wife** and documents reviews associated with both the Borunda PC profile and **Nicholas Abaza’s profile**. The package also identifies the name “**Jennifer W.**” / **Jennifer Waters** in connection with review activity. These relationships are material because a prospective client could reasonably read a **spouse’s five-star rating** as an **independent consumer endorsement** if the relationship is not disclosed.



Jennifer Borunda — LinkedIn Confirmation + Cross-Review of Abaza

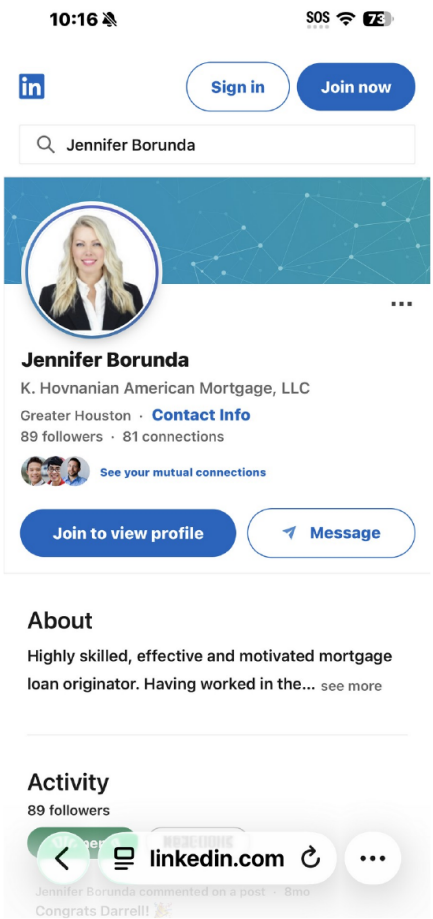
CONFIRMED IDENTITY: Jennifer Borunda — LinkedIn profile — Greater Houston area
Employer: K. Hovnanian American Mortgage, LLC — mortgage loan originator
LinkedIn: 89 followers — 81 connections
About: 'Highly skilled, effective and motivated mortgage loan originator'
She is a mortgage professional — not a lawyer — not a Borunda PC client.
She reviewed her husband's law firm AND his co-attorney's firm on Google in the same timeframe while using her maiden name on Yelp.

CROSS-REVIEW OF ABAZA:

Jennifer W.'s Google Maps profile (Jennifer Borunda) shows:

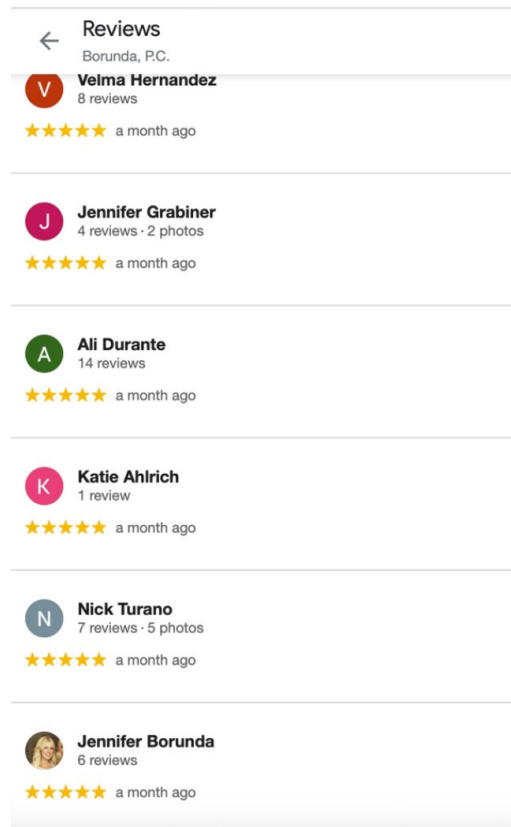
Borunda, P.C. — a month ago — 5 stars
Law Office of Nicholas Abaza Probate of Wills — a month ago — 5 stars — 'Excellent work!'
The attorney's wife secretly reviewed BOTH her husband AND his co-attorney on Google within the same timeframe — presenting herself as an independent client of both firms.
This is a single person inflating two attorney profiles simultaneously.

— EXHIBIT B —

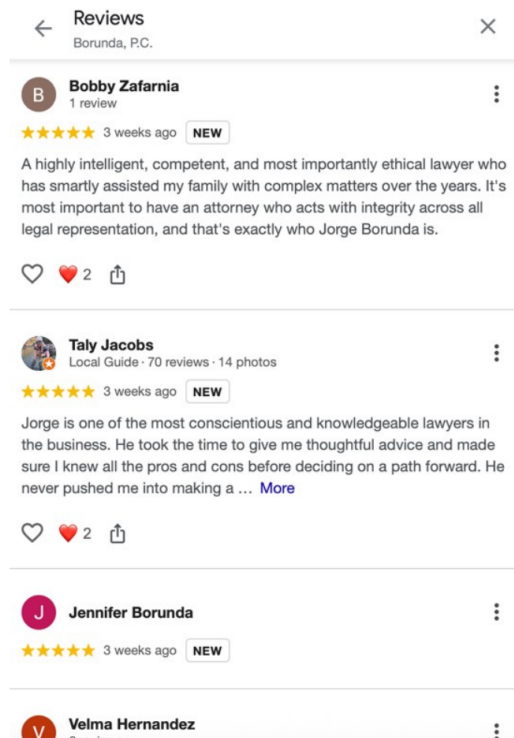


LinkedIn — profile name: Jennifer Borunda — employer: K. Hovnanian American Mortgage, LLC — Greater Houston area — connections and activity visible

FTC report p.12 — LinkedIn screenshot used in the FTC package to identify **Jennifer Borunda** and her non-lawyer employment.



Jennifer Borunda — google profile showing her review of her husband Jorge Borunda 5-star rating showing no content; Also note the 7 reviews with just star ratings and no content



Jennifer Borunda — google profile showing her review of her husband Jorge Borunda 5-star rating showing no content — this is a new profile she set up under a locked account

Reviews

6 reviews · 4 ratings · 9 reactions · 2,989 views

✓ All

Houston 6

Borunda, P.C.

Law firm

1.7 mi

★★★★★

a month ago · 119 views

Press and hold to react

Law Office of Nicholas Abaza

Probate of Wills and Will Conte...

Attorney

1.7 mi

★★★★★

a month ago · 237 views

Excellent work!

♡

♡ 6

Credence

Restaurant · \$100+

6.8 mi

★★★★★

a year ago · 134 views

Ask for Gabriele in the. Speak easy, he is the best!

Food: 5 | Service: 5 | Atmosphere: 5

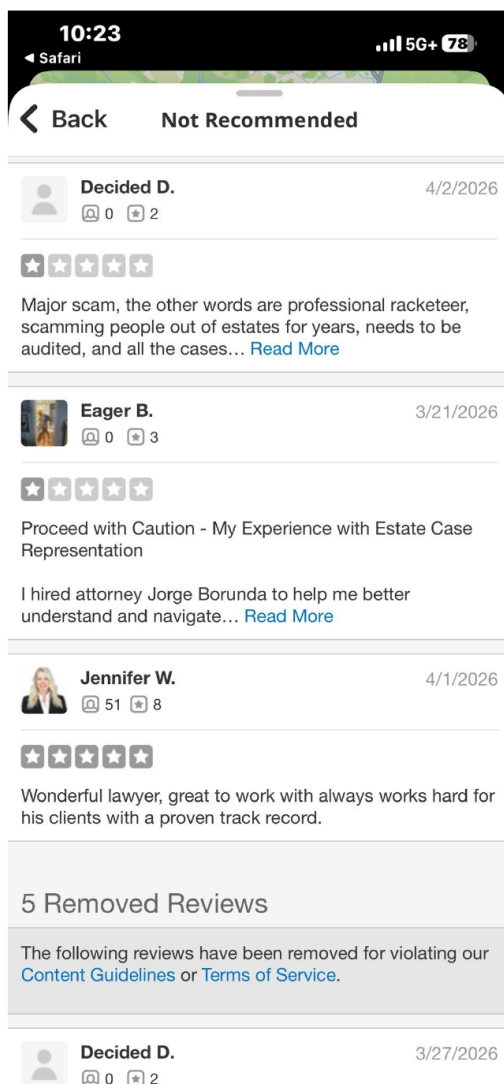
Press and hold to react

Jennifer Borunda — google profile showing her review of her husband Jorge Borunda 5-star rating showing no content and Nick Abaza a 5-star rating "Excellent work!"

15

FTC report p.15 — reviewer-history screenshot showing five-star activity for both **Borunda, P.C.** and the Law Office of **Nicholas Abaza**.

Bar Complaint **Jorge Borunda** - Page 11 – Deceptive Trade Practices – Sept. 24, 2026



Jennifer Waters Borunda's attempt to write a yelp review for her husband but it was flagged and removed from his yelp profile.

EMPTY NO-CONTENT REVIEWS (7 reviews) — all approximately March 8, 2026:

16

*FTC report p.16 — Yelp screenshot showing “Jennifer W.” and the report’s notation connecting that review activity to **Jennifer Waters Borunda**.*

CURRENT LICENSURE / HOLDING-OUT ISSUE — STATE BAR SHOULD DETERMINE WHETHER BORUNDA PRACTICED OR SOLICITED LEGAL WORK WHILE INELIGIBLE

The original grievance already documents that on **September 20, 2026**, the official State Bar of Texas profile for **Jorge Borunda**, Bar No. 24027205, displayed “**Not Eligible to Practice in Texas**” and “**Administrative Suspension.**” The State Bar itself explains that its ineligible-attorney list is **updated daily** because status can change, and that attorneys on the list should not be allowed to make court appearances unless **reinstatement** is proved. The State Bar also explains that an **administrative suspension** can result from dues, fees, MCLE noncompliance, child-support issues, or other administrative reasons.

Because licensure status can change quickly, this grievance **should not overstate** what the September 20 profile proves. It proves that the **official profile showed him ineligible on that date**. It does not, standing alone, establish the **exact suspension start date**, the reason, or every act performed during the suspension. Those are records the State Bar can obtain immediately.

What makes the issue urgent is the apparent **HOLDING OUT TO THE PUBLIC**. Borunda PC’s public website **continues to solicit Texas legal matters**, including inheritance and business disputes, advertises a **free consultation**, describes **Jorge Borunda** as a Texas trial lawyer, and provides an intake form and telephone number for prospective clients. If that solicitation remained active during a period in which Borunda was administratively suspended, the Bar should determine whether consumers were clearly told that he was **not eligible to practice** and whether any **legal advice**, intake, **fee earning**, pleading preparation, negotiation, supervision, or **court activity** occurred while the suspension was in effect.

Immediate records to obtain

- The **Administrative Suspension Certificate** identifying every suspension period and the reason for each suspension.
- The **exact reinstatement date**, if Borunda has since returned to eligible status.
- All pleadings, appearances, correspondence, legal advice, settlement communications, client intake, invoices, and fee receipts **during the ineligible period**.
- Website, Google Business Profile, intake forms, advertising, and call records showing whether new Texas legal matters were **solicited while ineligible**.
- **Disclosure**, if any, given to existing or prospective clients about the ineligible status.

Why this belongs with the false-advertising evidence

A consumer cannot meaningfully evaluate a lawyer if the public-facing presentation communicates active, successful legal practice while the official regulator lists the lawyer as ineligible. That is the same core problem raised by the review evidence and website analysis: the **PUBLIC IMAGE** can materially differ from information the consumer would consider important before hiring the lawyer. The State Bar should therefore examine licensure status, advertising, reviews, fee solicitation, and the underlying representation as **one integrated public-protection inquiry**.

I. THE AUGUST 2020 PRIVATE MEETING: I WAS READY TO WALK AWAY AND BORUNDA TALKED ME BACK IN

By the summer of 2020, the legal bills had become overwhelming. The record reflects approximately \$67,275.38 in fees and expert costs by that point. I repeatedly expressed concern about cost and lack of progress. On August 26, 2020, I texted Borunda that I was “feeling crushed by these legal bills,” that hiring him and Abaza together felt like being billed at roughly \$700 per hour, and that if the costs continued I would be forced to drop the case.

Borunda did not want to discuss the issue in writing. He responded that a meeting was better than discussing it by text or email. We met privately.

At the arbitration hearing, under oath, I testified about what happened. I explained that I was losing confidence in the case after the first mediation. I testified that at the meeting Borunda used the words **"trial is imminent"** and that this statement was a trigger in the fee discussion. I also testified that Borunda told me I would **"go bankrupt funding a trial."** When asked whether he advised me during that meeting about the risk that I might lose at trial, I answered that I did not think we discussed that. When asked whether he gave me a budget or litigation plan, I answered no. When asked whether he discussed the upcoming mediation, I answered no. When asked whether he advised me to have a new agreement reviewed by another lawyer, I answered no.

The appellate briefing and Texas Supreme Court Petition for Review repeat these facts. The petition states that Borunda would not provide a budget, did not tell me the new contract contained arbitration, did not advise me to seek independent counsel, and instead told me that trial was imminent and that I would go bankrupt funding it.

This is not a minor communication dispute. I was his client. I was expressly telling him I might terminate the litigation. At that moment, his fiduciary obligation should have been to give me the information necessary to decide whether leaving was in my best interest. Instead, I contend he gave me the information most likely to keep me in the case and omitted the information most likely to make me leave.

A. What a balanced discussion should have covered

- The actual evidentiary strengths and weaknesses, including the limited medical evidence close to the date of the disputed estate documents.
- The danger that a jury could conclude my father changed his estate plan for reasons other than incapacity or undue influence.
- The no-contest and forfeiture risks to existing inheritance interests.
- The economic difference between preserving an existing remainder interest and gambling that interest for an immediate recovery.
- A realistic trial budget, including experts, discovery, preparation and trial expense.
- The fact that settlement remained possible and another mediation process was approaching.
- The tax consequences of unwinding or distributing trust and partnership assets.
- The consequences of a trial 'win' under earlier estate instruments, including taxation, division among family members and loss of long-term trust protections.
- The option of obtaining an independent second opinion from probate/trust counsel with no financial interest in whether I continued.

I received none of that in the form I needed. I received fear: trial is imminent; trial will bankrupt you. That is why I believe the meeting was deceptive and why it should be investigated under the communication, conflict, fee and dishonesty rules.

II. THE LITIGATION GAMBLE WAS NOT EXPLAINED: IF WE LOST, WE COULD LOSE; IF WE WON, WE COULD STILL LOSE ECONOMICALLY

The underlying will/trust contest was presented to me as a path to protect or improve my inheritance. I now understand the economics were far more complicated.

The arbitration award itself later acknowledged serious weaknesses in the trial case. It stated that evidence developed during litigation included family testimony that was less favorable than expected, medical records with limited support for incapacity near the relevant period, and business records suggesting my father continued handling financial matters. The award stated that the case was not unwinnable, but that substantial evidence existed from which a jury more likely than not could conclude that my father changed his estate plan for reasons other than incapacity or undue influence.

The same award also stated that, even if Rich and I had prevailed at trial, the likely result under earlier instruments would have been that each of us received only a fraction of the assets after a carveout for Robin, estate taxes and community-property claims. That finding underscores why the risk analysis should have been explained before Borunda frightened me with the prospect of trial.

My father's estate planning was not simply a pile of cash. It involved trusts, partnerships, tax basis, spendthrift restrictions and long-term planning. My position is that the estate plan was designed to preserve wealth and avoid a tax bomb. A lawyer advising whether to attack that structure needed to analyze the net result after estate tax, capital gains, asset division, trust restrictions and fees — not simply tell a client that aggressive litigation could produce a larger headline number.

I contend that Borunda's failure was not merely negligence in predicting a result. It was a failure to give balanced fiduciary advice at the moment I was deciding whether to expose a protected inheritance to trial risk.

III. THE SECOND AGREEMENT: A FIDUCIARY TRANSACTION THAT INCREASED THE LAWYERS' STAKE AND ADDED ARBITRATION

My first May 2019 agreement was hourly and did not contain an **arbitration clause**. That matters because I did not initially hire Borunda believing that any malpractice or fee dispute would be decided in mandatory private arbitration.

After the fee pressure and private meeting, I ultimately moved to a 35% contingency arrangement in October 2020. The later agreement did more than change the billing method. It increased the lawyers' financial stake in the very assets they were advising me about. It added **Michael Trevino**. It contained a mandatory arbitration provision. It included language restricting settlement without attorney approval. And it purported to give the lawyers a percentage of property recovered and/or kept.

The appellate briefing argues that no one gave me written advice explaining the pros and cons of the new arrangement, no one gave me a reasonable opportunity to consult independent counsel, and no one explained arbitration. The Petition for Review states that neither Borunda nor **Borunda, P.C.** signed my contingency agreement; only Abaza signed it in his individual capacity. Yet Borunda later pursued fee relief tied to the agreement.

This creates a direct disciplinary question: how can a lawyer claim the benefits of a mid-representation contingency transaction while the record shows serious disputes over signature, disclosure, fairness, independent advice and informed consent?

A. Why the fee conversion changed the incentives

Before the conversion, Borunda was paid by the hour. After conversion, a larger settlement value or claimed recovery created a larger percentage fee. That creates an obvious structural risk: the lawyer's economic interest can shift from minimizing client loss and preserving protected assets to maximizing the gross value of the property characterized as 'recovered.'

The problem becomes sharper when the property was not newly created value but existing inheritance or trust interests. A percentage fee calculated on assets that the client already had a beneficial interest in can reward the lawyer for moving property through litigation rather than preserving it.

This is the essence of my fee-harvesting allegation: I believe the lawyers converted an inheritance problem into a revenue opportunity.

IV. BORUNDA'S OWN LITIGATION POSITIONS SHOW HOW AGGRESSIVELY THE FEE CLAIM WAS PURSUED

After the attorney-client relationship collapsed, Borunda did not treat the dispute as a limited disagreement over reasonable compensation. The former lawyers asserted broad fee rights and used intervention, arbitration and later judgment enforcement to protect those claims.

The record shows a December 2021 intervention attempt in the probate case seeking injunctive relief to protect the lawyers' 35% contingent-fee interest and asking that millions be deposited into the court registry pending arbitration. Borunda swore to allegations supporting that intervention.

During the arbitration, the lawyers' closing position was not modest. The transcript includes counsel telling Ashby that the lawyers were entitled to all of the requested fees, plus prejudgment interest, attorney fees, arbitration costs, and 'anything else that we asked for in our pleading.' That verified statement is

consistent with my recollection of the tone from the beginning of the arbitration: the former lawyers wanted every available dollar, not compromise.

I specifically recall that when Ashby asked at the beginning whether the dispute could be settled, Borunda responded in substance that he wanted 'every penny.' The significance is the same either way: the verified record shows a maximalist demand for all fees, interest, arbitration costs and other relief.

That stance is also relevant because Judge Weldon Copeland had previously encouraged the lawyers and former clients to work out their dispute. My experience was that meaningful compromise was never seriously pursued. I believe the lawyers entered arbitration expecting a result that made settlement unnecessary.

V. ANNE ASHBY ENTERED THE CASE THROUGH DISCLOSURES THAT ARE NOW UNDER SERIOUS SCRUTINY

The Borunda grievance cannot be evaluated without cross-referencing the arbitrator. I am not asking the Bar to discipline Borunda merely because Ashby is accused of separate misconduct. I am asking the Bar to determine what Borunda and his counsel knew about Ashby's conflicts, how she entered the selection process, and whether they remained silent because her appointment was favorable to their **fee claims**.

Ashby's initial sworn AAA disclosure stated that she had performed a computerized conflicts search and had discovered no conflicts. She also denied professional or social relationships with identified parties, counsel or witnesses.

Later investigation uncovered a much deeper relationship with **Michael Collins**, the lawyer representing my adverse stepmother in the underlying probate dispute. Ashby's professional history reflected employment at Collins's firm. Collins later told Dolcefino that he had known Ashby for approximately 35 to 40 years. The investigative record also identifies prior legal representation and employment, and additional ties through Collins's partner **Steven Besly**.

The most significant disclosure did not arrive until more than eight months after appointment, and in my view it minimized the depth of the Collins relationship. I did not know during the arbitration that the neutral deciding whether my former lawyers had committed malpractice had a long-running personal, professional and financially significant history tied to the opposing-side lawyer from the underlying case.

The arbitration record also shows that video excerpts from the underlying probate proceedings were played during the arbitration, including video of **Michael Collins**. From my perspective, that fact is extraordinary in hindsight: I sat through a proceeding in which the arbitrator could watch a longtime professional associate and former employer on screen, while I had no idea of the true relationship.

That does not by itself prove improper influence. It does make the nondisclosure extraordinarily material. An ordinary member of the public would want to know that history before agreeing to a neutral.

VI. ASHBY FAILED TO FOLLOW TEXAS LAW ON MULTIPLE LEVELS — AND THOSE FAILURES FAVORED THE FORMER LAWYERS

The grievance should not reduce the Ashby issue to demeanor or 'bias.' The deeper problem is substantive. Our post-hearing brief placed controlling Texas law directly before her. The Texas Supreme Court Petition for Review now identifies multiple areas where the award allegedly failed to apply that law.

A. The contingency-fee signature requirement

Texas Government Code § 82.065(a) requires a contingent-fee contract for legal services to be written and signed by the attorney and client. The Petition for Review states that only Abaza and Rich signed Rich's agreement, and only Abaza and Caroline signed Caroline's agreement. Borunda and **Borunda, P.C.** did not sign my agreement. Trevino and his firm did not have signed agreements with Rich. Yet the award granted relief to lawyers and firms beyond the signatories.

That issue is especially relevant to Borunda. If Texas law requires his signature to claim contractual contingency compensation, then an arbitrator should not be able to create an equivalent recovery through equitable labels that accomplish what the statute prohibits.

B. The self-dealing / independent-counsel problem

The second agreement was negotiated while Borunda already owed fiduciary duties to me. My appellate briefing argued that the agreement was presumptively unfair because the lawyers materially improved their own financial position without full disclosure or a meaningful opportunity for independent legal advice. The brief cited Texas authority voiding fee arrangements when a lawyer failed to explain the consequences of a new contingency arrangement and failed to advise the client to seek independent counsel.

Ashby rejected those arguments and enforced the lawyers' fee theories. That ruling transformed the very transaction I alleged was procured by deception into the source of the lawyers' multimillion-dollar recovery.

C. The client's right to settle

The contingency agreement included a provision stating that the client would not make a settlement or offer without attorney approval. The appellate briefing cited Texas authority that a client may not surrender the ultimate right to decide whether to settle. Even Abaza acknowledged that the provision ran afoul of disciplinary rules. The award nevertheless enforced the broader fee arrangement.

D. Spendthrift trust protection and nonparty property

The Family Trust was a spendthrift trust. The Petition for Review argues that Texas Property Code § 112.035 prevents a beneficiary's creditor from reaching protected trust interests before distribution. It also argues that the trust, trustee capacities and Minaki Limited Partnership were not parties to the arbitration agreements in the manner required to support the relief ordered.

Yet Ashby's award froze or directed action concerning nonparty partnership and trust property and later became the basis for collection efforts against assets the clients contend were legally protected.

E. Capacity and consent

I appeared in arbitration as an individual. My trustee capacity was legally distinct. Rich likewise had separate capacities. Minaki was a separate entity. The Petition asks whether an arbitrator can bind nonsignatories and nonparties that never agreed to arbitration. This is an antecedent consent problem: before deciding what arbitration covers, a court must determine who agreed to arbitrate at all.

F. Prejudgment interest

The Petition also challenges an award of prejudgment interest at 8.5% compounded annually from a date preceding the MSA, despite Texas Finance Code § 304.104's simple-interest framework. The petition calculates the alleged overstatement at \$344,538.

G. Why this matters beyond my family

An arbitration award itself is not binding precedent. But when an award is confirmed and an appellate court affirms it, the reasoning and result can become embedded in judicial decisions that lawyers later cite. That is why the Petition warns against an 'Allison Arbitration Exception' to spendthrift protection and against allowing arbitration to become a path around Texas rules governing lawyer fees.

Business people and ordinary consumers must be able to count on black-letter law. If a private arbitrator can disregard the law and judicial review is then extraordinarily narrow, the client protections written by the Legislature and courts become hollow.

This is why the State Bar should examine whether Borunda and the other former lawyers preferred or protected Ashby's appointment because her approach to law and procedure was economically advantageous to them. I state that as an investigative question, not a proven secret agreement.

VII. ASHBY'S SWORN DISCLOSURES AND CANDOR ARE PART OF THE PROBLEM

The law issues cannot be separated from the disclosure issues. An arbitrator who is given extraordinary power and insulated by narrow judicial review has a corresponding obligation to disclose material relationships fully and accurately before the parties entrust her with the case.

On September 30, 2022, Ashby signed the AAA General Arbitrator Oath and initial disclosure materials. She represented that a computerized conflicts search had been conducted and that no conflicts were discovered. She also answered negatively to questions concerning professional or social relationships with identified counsel, parties and witnesses. Those representations were the gateway through which she entered the case.

The later record raises a serious question about whether those answers were accurate and complete. Ashby's own professional history included Collins, Basinger & Pullman. **Michael Collins** was not an incidental stranger: he was the lawyer representing **Robin Allison**, the adverse party in the underlying probate dispute from which the malpractice and **fee claims** arose. Dolcefino later reported Collins saying he had known Ashby for approximately 35 to 40 years.

The investigative materials further identify prior personal legal representation of Ashby by Collins, later employment at his firm, and professional ties through Collins's partner **Steven Besly**. Besly is especially important because the SCJC materials identify him as registered agent for the Law Office of **Anne Ashby, PLLC** during the period surrounding the arbitration. Those are not relationships an ordinary consumer would view as trivial.

Ashby did not make her more significant Collins disclosure until June 15, 2023, more than eight months after appointment. Even then, the disclosure referred generally to 'Mr. Collins' and, in my view, made the relationship sound far more remote and routine than the later investigation revealed. I was never told, in plain terms before appointment, that this was a decades-long personal and professional relationship that included legal representation and employment.

This matters directly to Borunda because the lawyers' own filings and witness disclosures put Collins into the arbitration record. The Bar should determine when Borunda and his counsel first knew of Ashby's Collins history, whether they performed their own conflict investigation, and whether they had information that the clients did not.

The arbitration record confirms that videotaped excerpts from the underlying probate case were used as exhibits. One excerpt specifically featured **Michael Collins** speaking. In hindsight, I find it extraordinary that I sat in a private arbitration while the neutral watched video of a lawyer with whom she had a long professional history, while I had not been told the real nature of that relationship.

The State Bar should also cross-reference the separate integrity questions raised by Ashby's 2009 Chapter 7 bankruptcy. Public records show the bankruptcy was filed under the name Anne Duren during the same period she was associated with Collins's firm. The complaint materials raise a question whether all law-firm income was reported in sworn bankruptcy filings. I do not ask the Bar to declare bankruptcy perjury without investigation. I ask it to obtain the schedules, amendments, employment/payroll records and trustee filings and determine whether any material sworn omission occurred.

Why is that relevant to a grievance against Borunda? Because the reliability of the neutral's sworn disclosures is central to whether the lawyers knowingly accepted or exploited a deficient conflict process. If the arbitrator had a history of incomplete sworn financial disclosure and then made incomplete sworn conflict disclosures in the Allison matter, that is relevant to candor and to what a lawyer exercising ordinary diligence should have wanted to know before insisting on that private forum.

VIII. PROCEDURAL UNFAIRNESS COMPOUNDED THE SUBSTANTIVE PROBLEM

The clients also complained that the arbitral process itself was asymmetric. Witnesses and evidence we wanted to present were limited or excluded, while the lawyers were permitted to build a broad fee and liability case. Our former clients and other witnesses who could have described alleged prior harm were not permitted in the way we sought.

The importance of those procedural rulings is magnified by the conflict issue. A harsh evidentiary ruling by a fully disclosed neutral is one thing. A series of rulings that favor one side, made by a neutral whose material relationships were not fully disclosed, raises a very different public-confidence problem.

The final award also tracked the lawyers' requested theories and relief to an extraordinary degree, while our central fiduciary, fraudulent-inducement, signature, trust and conflict arguments received far less independent treatment. That similarity is part of the SCJC complaint and should be compared directly against the lawyers' proposed findings and post-hearing submissions.

The Bar should obtain the electronic metadata and drafts necessary to compare the lawyers' proposed award language with Ashby's interim and final awards.

IX. 'RIGGED ARBITRATION' IS AN ALLEGATION TO INVESTIGATE — NOT A LABEL THAT SHOULD REPLACE THE EVIDENCE

The Wayne Dolcefino investigation has publicly used the phrase 'Rigged Arbitration?' The question mark matters. I believe the arbitration was compromised and manipulated, but the grievance should prove that through documents rather than rhetoric.

The evidence to investigate includes: Ashby's sworn initial no-conflict disclosures; the Collins/Besly relationships; the late and minimized supplemental disclosures; AAA selection and ranking records; which lawyers proposed or preferred Ashby; the treatment of competing arbitrator conflicts; the admitted use of Collins video during the hearing; the similarity between lawyer submissions and the final award; and the substantive departures from Texas contract, trust and interest law.

If those facts show only innocent error, the investigation will establish that. If they show that the lawyers knew of material conflicts and remained silent because they expected a favorable forum, that would be profoundly different.

As a member of the public, I had no way to know any of this. I relied on lawyers and the AAA process to disclose what mattered. The Dolcefino investigation is the reason these relationships came to light.

X. BORUNDA'S ADVERTISING PRESENTS THE SAME UPSIDE-HEAVY, DOWNSIDE-LIGHT MESSAGE I EXPERIENCED AS A CLIENT

Borunda PC's public marketing is highly relevant because it reflects the same imbalance that I experienced in private counseling.

The attached advertising analysis identifies public-facing themes including 'high-stakes estate litigation,' 'aggressive representation,' acting as the client's 'equalizer,' 'millions recovered for clients,' contingency or hourly options, free consultations, and inheritance-dispute messaging.

The problem is not any single phrase. The problem is the cumulative consumer funnel: emotional inheritance dispute -> free consultation -> low-risk contingency framing -> large recovery expectations -> aggressive litigation -> fees and costs -> reduced net recovery or even net loss.

The website analysis specifically identifies missing or underemphasized information: litigation expenses; gross versus net recovery; unsuccessful cases; tax consequences; no-contest risk; duration; emotional burden; family fracture; adverse fee judgments; and the possibility that 'winning' can still leave the client worse off.

That mirrors my experience almost exactly. The case was framed as a way to protect or enhance an inheritance. I was not given equivalent warnings that litigation could destroy the structure, trigger taxation, reduce the net estate, produce years of fees, and eventually generate a multimillion-dollar judgment in favor of the very lawyers I hired.

The Bar should audit all Borunda advertising and require substantiation for claimed recoveries, including the actual client net after fees and expenses where a result is used to create an impression of success.

XI. REVIEW MANIPULATION: THE PUBLIC REPUTATION ITSELF SHOULD BE INVESTIGATED

The attached FTC complaint package concerning Borunda is unique and significant. It alleges a concentrated burst of positive reviews around March 8, 2026 after negative client criticism appeared. The package identifies approximately eleven positive reviews/ratings in the same period and flags relationships that were not disclosed to consumers.

The package identifies **Adam Fomby**, Borunda's business partner, as a five-star reviewer. It also identifies **Jennifer Borunda**, Jorge's wife, as reviewing Borunda and **Nicholas Abaza** in the same general period. Screenshots show a five-star rating associated with **Jennifer Borunda** and a cross-review of Abaza reading 'Excellent work!' The package further shows a Yelp review under Jennifer W./Waters and reports that the review was later flagged/removed.

The disciplinary issue is not whether a spouse is allowed to have an opinion. It is whether a lawyer caused, solicited, encouraged, knowingly permitted, or knowingly benefited from family or business-associate reviews presented to consumers as independent client endorsements.

The package also documents my negative reviews becoming ghosted or removed while Borunda's profile continued to display a perfect rating. The newest example is especially concrete because I preserved the entire review in six screenshots. On August 20, 2026, at approximately 8:00 a.m., I posted a one-star Google review under the profile name "Zealous Advocate." The review expressly identified me as a real former client of **Jorge Borunda** and stated that it was based on my firsthand experience hiring him. I also documented the posting date and time inside the review because prior negative reviews had disappeared.

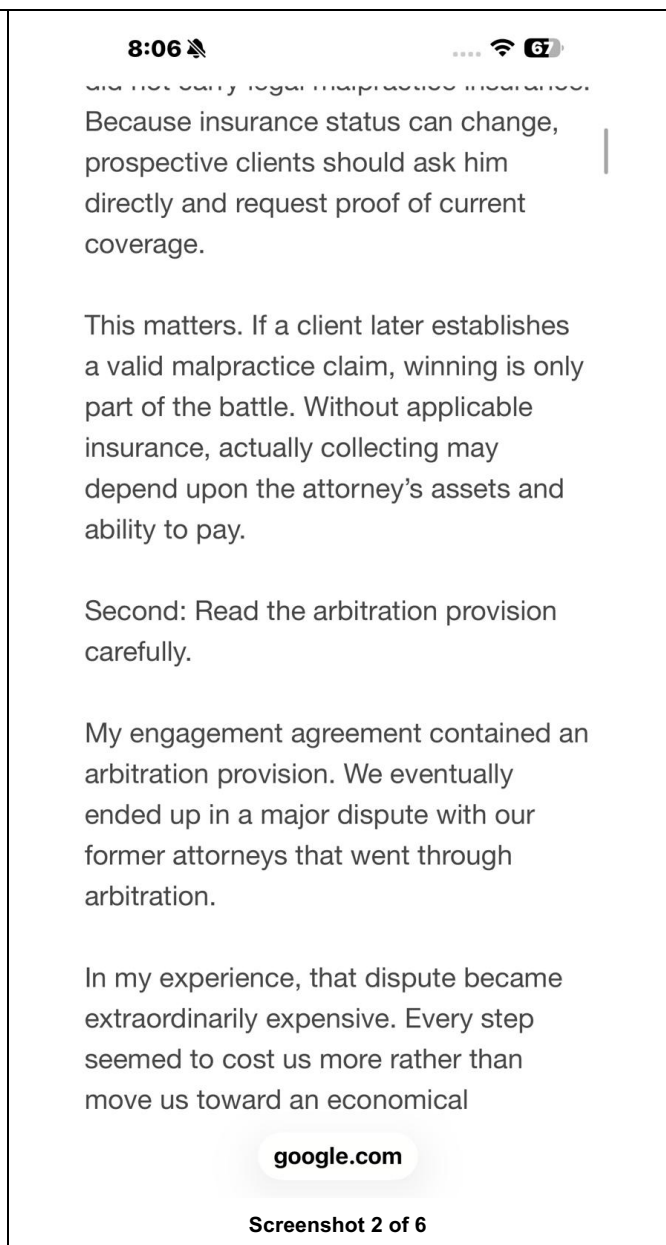
A. AUGUST 20, 2026 ONE-STAR GOOGLE REVIEW AND ITS SUBSEQUENT REMOVAL

The August 20 review warned prospective clients to ask whether Borunda currently carries legal-malpractice insurance, to read any arbitration provision carefully, and to research the substance of reviews rather than relying solely on a star rating. It described my experience with the arbitration dispute, the later-discovered arbitrator-disclosure issues, my FTC complaint concerning review practices involving Borunda, **Nicholas Abaza** and Michael Treviño, and the Wayne Dolcefino "Damn Lawyers / Circle Jerk" investigation. The review also expressly stated that filing an FTC complaint did not mean the FTC had found a violation.

By September 9, 2026, I observed that this one-star review was no longer visible on Borunda's Google profile. The practical effect of the removal was that the visible profile returned to a five-star rating. I believe the review was deliberately removed or caused to be removed, but these screenshots alone do not establish who reported it, who requested removal, what moderation reason Google used, or whether Borunda personally caused the deletion. For that reason, I ask the State Bar to obtain the platform records rather than infer causation from the disappearance alone.

This is a particularly important investigative event because the review was not anonymous in substance: it identified the reviewer as a former client, described firsthand experience, distinguished allegations from agency findings, and preserved its own timestamp. If Borunda, his firm, or a reputation-management vendor caused a truthful former-client review to be suppressed while favorable reviews from family members, business associates, or professional connections remained visible, that would materially distort the information prospective clients rely upon when choosing counsel. The Bar should request Google's complete reporting, moderation, appeal, reinstatement, and account-history records for this review.

Screenshots 1-6: Google review posted August 20, 2026; observed no longer visible by September 9, 2026.



8:06



resolution. I cannot know Borunda's private motivations, but from the client's side, it felt like we were being financially bled dry fighting lawyers we had once hired to protect us.

What troubled us even more was what we later discovered concerning the arbitrator's disclosures and relationships. We believe significant relationships and potential conflicts were not adequately disclosed to us. Those issues became part of our continuing legal challenge.

Our legal battle has continued through the appellate courts, and we are now pursuing review in the Supreme Court of Texas.

Third: Research the reviews—not just the star rating.

I am a genuine former client, yet I have repeatedly struggled to keep reviews describing my experience online. I did

google.com

Screenshot 3 of 6

8:07



describing my experience online. I did not voluntarily remove them.

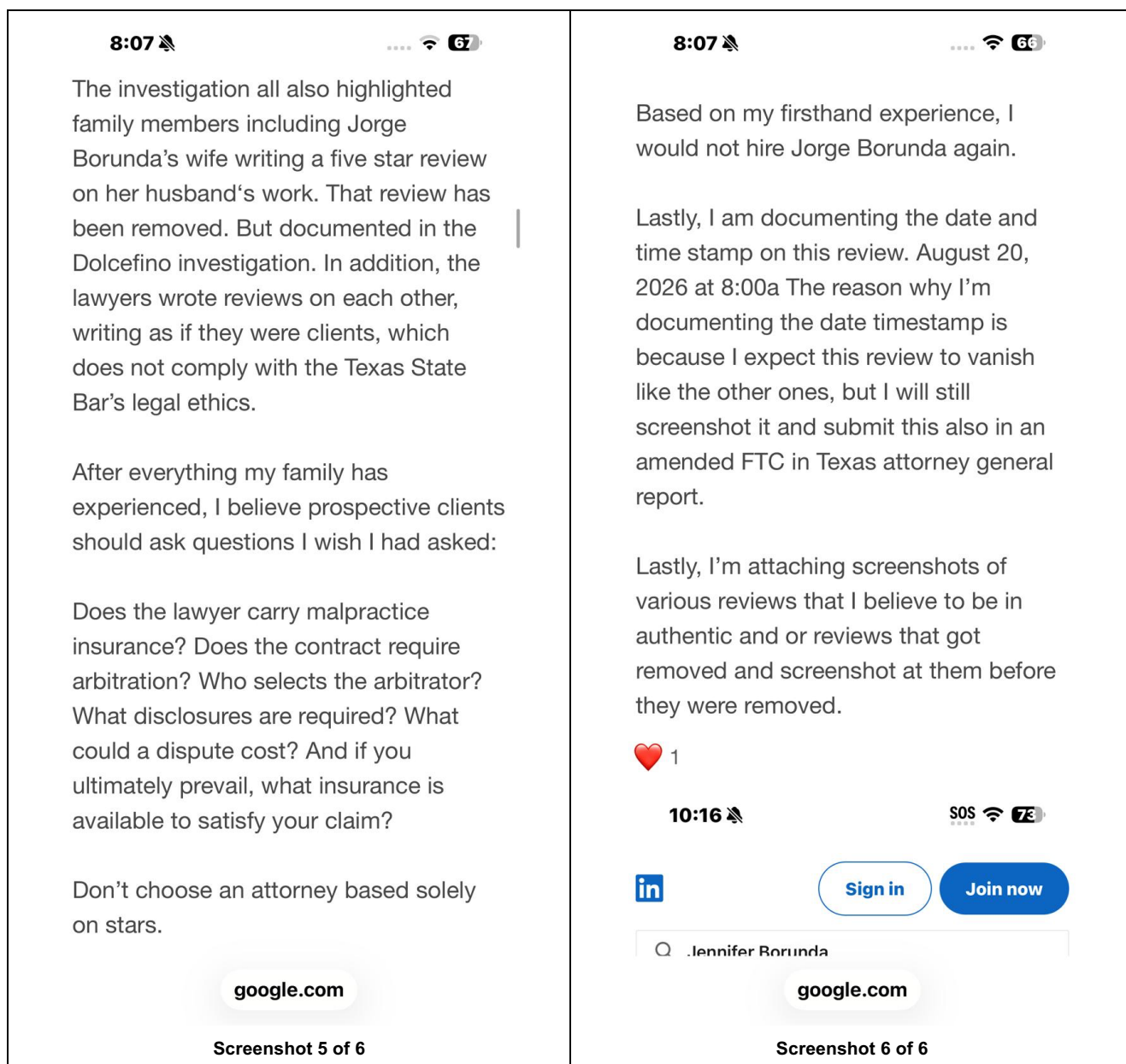
I filed a complaint with the Federal Trade Commission concerning review practices involving Jorge Borunda, Nicholas Abaza and Michael Treviño. Filing a complaint does not mean the FTC has determined that a violation occurred; it means I formally submitted the evidence and allegations for the agency's consideration.

Investigative journalist Wayne Dolcefino has also documented our dispute and the review controversy in his "Damn Lawyers" investigative series, including the "Circle Jerk" investigation.

The investigation examined reviews involving lawyers connected to our case, including questions about undisclosed relationships between favorable reviewers and the lawyers they reviewed. The investigation all also highlighted

google.com

Screenshot 4 of 6



I also ask the Bar to examine whether Borunda's responses to anonymous or pseudonymous client reviews improperly identified me, linked to litigation records, disclosed client-related information, or were intended to intimidate criticism.

B. SEPTEMBER 26, 2026 GOOGLE PROFILE — PERFECT FIVE-STAR RATING, INSIDER REVIEW, AND A NEW FORMER-CLIENT REVIEW

The September 26, 2026 Google screenshots add materially to the review-manipulation inquiry. Borunda, P.C. was publicly displaying a 5.0 rating based on 11 reviews. One of the visible five-star reviews was authored under the name "nick abaza." The review does not present Abaza as an ordinary stranger to the firm; it expressly says Borunda is a "great legal peer to work with on cases" and says "we used him" for a complex commercial matter involving Abaza's wife's family.

That language is important because Nicholas Abaza is not merely a satisfied consumer. The record in this grievance identifies Nicholas Abaza and Jorge Borunda as recurring co-counsel and professional associates who have worked together repeatedly in probate and trust matters, including the Allison representation and other cases analyzed elsewhere in this report. The review itself acknowledges the peer

relationship, but an ordinary consumer scanning stars and review counts may still treat the five-star rating as part of the firm's client-satisfaction score.

The State Bar should determine whether Google's review policies permitted this peer/business-associate review to be included in the consumer star rating; whether Borunda or his firm solicited, encouraged, or promoted the review; whether Abaza had a financial or referral relationship with Borunda at the time; and whether the relationship was sufficiently disclosed to a reasonable prospective probate client.

The same September 26 profile capture also shows a newly posted one-star review under "Property Management" while the summary at the top still displayed 5.0 stars from 11 reviews. A newly posted review may not be reflected immediately in Google's displayed aggregate, so this screenshot alone does not prove manipulation of the calculation. It does, however, create a precise time-stamped record that the Bar can compare with later profile history to determine whether the review remained visible, was filtered, was reported, or disappeared.

Borunda, P.C.

5.0 ★★★★★ (11)

Law firm in Houston, Texas · Closed



Overview

Reviews

Services

About

Rate and Review on Google



Google review summary



5.0 ★★★★★
(11)



Reviews

Sort by

Most relevant

Newest

Highest

Lowest



nick abaza

9 reviews



★★★★★ Edited 4 months ago

great legal peer to work with on cases. We used him to help solve a complex commercial case for my wife's family.



3

Exhibit B-R1 — September 26, 2026 Google review screenshot for Borunda, P.C. showing a 5.0 rating based on 11 reviews and a five-star review under “nick abaza.” The review describes Borunda as a “great legal peer to work with on cases” and refers to using him in a family-related commercial matter. The State Bar should authenticate the account, relationship, solicitation history, and effect on the public star rating.

Borunda, P.C.

5.0 ★★★★★ (11)

Law firm in Houston, Texas · Closed



Overview

Reviews

Services

About

Rate and Review on Google



Google review summary



5.0 ★★★★★
(11)



Reviews

Sort by

Most relevant

Newest

Highest

Lowest



nick abaza

9 reviews



★★★★★ Edited 4 months ago

great legal peer to work with on cases. We used him to help solve a complex commercial case for my wife's family.



3

Exhibit B-R2 — Additional September 26, 2026 capture of the same Nicholas Abaza five-star review on the Borunda, P.C. profile. It preserves the review language acknowledging Borunda as a legal peer while still contributing to the firm's public five-star reputation.

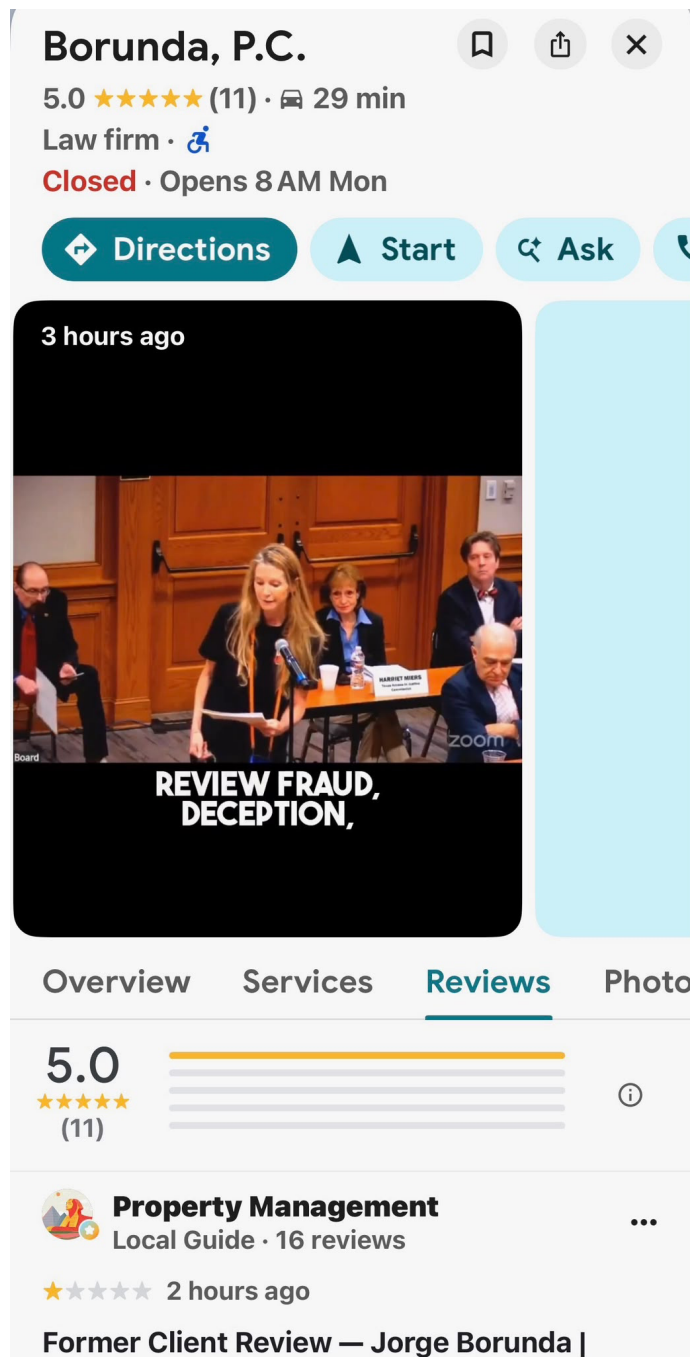


Exhibit B-R3 — September 26, 2026 Borunda, P.C. Google profile capture showing the public 5.0/11-review summary while a newly posted one-star former-client review under “Property Management” appears below. Because aggregate ratings can update asynchronously, the screenshot should be used as a timestamped audit point rather than proof by itself that Google or Borunda manipulated the displayed average.



Posted by Rosalinda | April 12, 2026 | Hired Attorney

WATER UNDET THE BRIDE

THROUGH ANOTHER RELATIVE THESE 2 PEOPLE I PERSONALLY WOULD NOT CALL THEM ATTORNEYS I BELIEVE I WAS A QUICK GET A FEW BUCKS RICH. DIDN'T WANT TO FIGHT TO HIM WORK ASKED TO DO WAS "WATER UNDER THE BRIDGE" I NEVER TRUDTED HIM HE MANNER IN TALKING I DID NOT TRUST HIM OR HIS BUDDY ABAZA. NEVER WOULD RECO...

[See Full Review](#)

Jorge Borunda

Replied last April 17, 2026

I regret that this client is not happy, and I am constrained by attorney-client privilege in what I can discuss. That said, she and her siblings hired us to perform a specific task. This client later changed her mind and wanted to greatly expand the scope of what we were hired to do. We did not consider it prudent and advised against it. The client then terminated our representation. We wish her the best.

Exhibit B-R4 — Avvo screenshot of a one-star review posted by “Rosalinda” on April 12, 2026, marked “Hired Attorney.” The reviewer states she did not trust Borunda or “his buddy Abaza” and would not recommend them. Borunda’s April 17 response states that she and her siblings hired the firm for a specific task, later wanted to expand the scope, and then terminated the representation. The screenshot establishes the existence of a dissatisfied former-client account and Borunda’s public response; the underlying file should be obtained to determine whose account is accurate.

C. ROSALINDA REVIEW — A DISSATISFIED CLIENT ACCOUNT THAT DIRECTLY REFERENCES BOTH BORUNDA AND ABAZA

The Avvo screenshot supplies a different type of evidence from the insider-review screenshots. It is a one-star review marked “Hired Attorney,” and Borunda’s own response acknowledges an attorney-client relationship with the reviewer and her siblings. The reviewer’s statement that she did not trust Borunda or Abaza should not be treated as an adjudicated finding, but it is a concrete former-client lead. The State Bar should identify the matter, obtain the engagement agreement, scope-of-work communications, billing,

work product, termination communications, and determine whether Abaza participated in or was referred into the representation.

D. REVIEW-SUPPRESSION AUDIT — THE BAR SHOULD COMPARE POSITIVE INSIDER REVIEWS WITH THE TREATMENT OF NEGATIVE CLIENT REVIEWS

The cumulative review issue is now stronger: the file contains favorable ratings from a spouse, a business partner, professional associates, and Nicholas Abaza; repeated allegations that negative former-client reviews disappeared or were filtered; an April 2026 one-star Avvo review from a person Borunda publicly acknowledged as a client; and September 26 screenshots preserving a new one-star Google review while the profile still displayed a perfect 5.0. The Bar should obtain Google, Yelp and Avvo records showing every report, flag, takedown request, moderation event, appeal, reinstatement, profile-manager action, and review-solicitation communication from January 2025 through the present.

E. WHY THIS MATTERS TO CLIENT ACQUISITION

For a grieving family choosing probate counsel, an apparently perfect five-star profile can operate as a powerful trust signal. If part of that profile is built with reviews from a spouse, business partner, co-counsel, or recurring professional associate while critical former-client reviews are filtered or removed, the aggregate reputation can materially overstate independent client satisfaction. The State Bar should evaluate the system as a whole rather than asking whether any single review, standing alone, can be defended.

F. CLIENT COMPLAINTS SHOULD BE COMPARED WITH THE FIVE-STAR PUBLIC IMAGE

The June 2026 comments attributed to John McKinney add a second kind of evidence to the review inquiry. The issue is not merely that insiders praised Borunda. It is that a person identifying himself as someone who hired both Nicholas Abaza and Jorge Borunda publicly described prolonged dissatisfaction with the representation and unresolved financial/property concerns. The Bar should compare the firm's perfect five-star presentation with authenticated former- and current-client experiences, including McKinney, Rosalinda, the Allison family, and other complainants identified in this report.

XII. 'CIRCLE JERK' AND PUBLIC INTEREST IN LAWYER REVIEW FRAUD

The review issue is now the subject of the Dolcefino Media video 'Circle Jerk,' which examines lawyers reviewing lawyers, insider reviews, self-interested endorsements and the five-star illusion.

The complainant's current platform screenshots indicate that 'Circle Jerk' has exceeded approximately 230,000 views and that the first DAMN LAWYERS video has approached 300,000 views on Facebook. The overall series is approaching roughly one million views across platforms. Because view counts change, I would attach dated screenshots rather than ask the State Bar to rely on a static number in this grievance.

Those numbers matter only for one reason: the public recognizes the issue. Consumers use reviews to choose lawyers. If the review ecosystem is manipulated by spouses, business partners, co-counsel, associates or coordinated review floods, consumers are deprived of the information they rely on at the exact moment they are most vulnerable.

The same public-facing deception concern runs through the website advertising and the representation itself: a five-star image outside, aggressive 'we win' messaging, and materially less attention to the risk that the client can lose the inheritance, pay taxes, incur years of fees, or wind up owing the lawyers.

XIII. THE DAMN LAWYERS INVESTIGATION: SEVEN VIDEOS, ONE DEVELOPING PUBLIC-PROTECTION STORY

Wayne Dolcefino and Dolcefino Media have developed the conduct into a multi-part public investigation collected under the DAMN LAWYERS campaign. I cite the videos as investigative leads and sources of documents/witnesses, not as substitutes for the State Bar's own findings.

Video	Focus	Borunda Relevance
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Video	Focus	Borunda Relevance
1 — DAMN LAWYERS	Introduces the Allison probate representation, fee structure, alleged losses and malpractice/arbitration dispute. https://youtu.be/j5aWUy6oJT0?si=Rtuo8r6lX9lpnyey	Borunda is part of the lawyer network at the center of the Allison representation, fee claims , arbitration and review/marketing issues.
2 — The Stench of Cronyism	Investigates Anne Ashby 's selection and alleged undisclosed relationships. https://youtu.be/lqHSGHJc7xE	Borunda is part of the lawyer network at the center of the Allison representation, fee claims , arbitration and review/marketing issues.
3 — A Deception	Focuses on conflict disclosures, Collins and the alleged concealment surrounding Ashby. https://www.youtube.com/watch?v=aHmMY9aU5_g	Borunda is part of the lawyer network at the center of the Allison representation, fee claims , arbitration and review/marketing issues.
4 — Probate Plot	Features other probate clients including Gail Echols and Valeriya Ruzynska and raises pattern questions about contingency inheritance litigation. https://www.youtube.com/watch?v=mzxglv2wZHg	Borunda is part of the lawyer network at the center of the Allison representation, fee claims , arbitration and review/marketing issues.
5 — Arbitration Trap	Examines forced arbitration and additional people raising concerns about Ashby's arbitral practices. https://youtu.be/kAdZuU9R3Hw	Borunda is part of the lawyer network at the center of the Allison representation, fee claims , arbitration and review/marketing issues.
6 — Circle Jerk	Examines alleged lawyer review fraud, cross-reviewing, insiders, suppression and the five-star illusion. https://youtu.be/CPxpeCqIU1Y?si=z5k3Sw-HGRd-GRnO	Borunda-specific review allegations include his wife and business partner, making this episode directly relevant.
7 — Rigged Arbitration?	Connects the Allison arbitration, alleged hidden conflicts, fraud claims and accountability barriers. https://youtu.be/IGl4pHA7QOc?si=VtSMvVvPbINpdrFT	Borunda is part of the lawyer network at the center of the Allison representation, fee claims , arbitration and review/marketing issues.

XIV. GAIL ECHOLS: A PRIOR CLIENT WHO TRIED TO FIGHT BACK

Gail Echols is important because her case predates ours and involved the same core group — Borunda, Abaza and Trevino. Here's Gail's testimonial about her experience with Borunda, Abaza, and Trevino:
https://www.youtube.com/watch?v=0vN_m_JAOQo

Her 2015 demand letter asserted that the lawyers guided her into settlement and had a duty to determine the value of the inheritance so she could intelligently assess the deal. She later sued for more than \$1 million. Law360 reported the allegation that the firms more than doubled the payout she personally realized through their fees.

In DAMN LAWYERS: Probate Plot, Echols described a settlement presented as being worth around \$1 million, a 40% **contingency fee** applied to the stated value including illiquid assets, and a cash distribution that left her with substantially less. Her later malpractice counsel reportedly sought return of more than \$100,000.

Gail has told us that the cost of continuing to fight the lawyers — including the prospect of arbitration and more legal expense — made continued pursuit economically impossible. The presently assembled court record proves that she asserted claims and that the lawyers defended aggressively; before final filing, I would support her statement about why she stopped with her declaration or direct testimony.

Her experience illustrates the central accountability problem: even when a former client believes the lawyers caused serious harm, the economic cost of challenging experienced litigators can become greater than what the client has left to recover.

XIV-A. KUHNEL FAMILY COMPLAINT: ANOTHER PROBATE FAMILY ASKING THE BAR TO EXAMINE BORUNDA, FOMBY AND TREVINO

Devon Allen Kuhnel is preparing a separate State Bar grievance for filing this week concerning conduct in In the Estate of Billie Nelson Kuhnel, Deceased, Cause No. 464101, Probate Court No. 3, Harris County,

Texas. The Kuhnel grievance is primarily focused on **Michael A. Trevino** and also asks the Bar to investigate related conduct and professional relationships involving **Jorge Borunda** and **Adam W. Fomby**. I cite that complaint here as a separate investigative lead and potential pattern source, not as an adjudicated finding against Borunda.

The Kuhnel report concerns Kenneth Roy Kuhnel (“Roy”), an elderly client whom family members report suffers from dementia and lacked the ability to understand complex legal and financial decisions. The report asks whether Roy meaningfully authorized Trevino's representation, understood the **contingency-fee** arrangement and arbitration provision, and understood later litigation positions taken in his name. The family reports that Roy arrived at Trevino's office with a check because he believed he was hiring counsel on an hourly basis, yet allegedly left without understanding that he had signed a contingency agreement containing arbitration. Those allegations require corroboration through the engagement papers, medical/capacity evidence, witnesses and Trevino's own file.

The court-record component is significant. Trevino's January 27, 2023 pleading identifies him as Roy's lawyer and shows **Jorge Borunda** and **Adam W. Fomby** on the service list in the same contested probate matter. In August 2026, Trevino filed a response relying on an unsworn declaration attributed to the 83-year-old Roy stating that he was “of sound mind and capable,” while the family disputes that premise. The filing opposed Devon's motions, sought his deposition, and asked that the will contest move toward trial.

The September 10, 2026 temporary-administrator order raises an additional issue. The typed order initially identified **Michael Trevino** and Richard S. Murad, alternatively, as proposed temporary administrators; those names were struck through and Harold “Hap” May was handwritten into the order and appointed instead. Devon's family reports that he objected to Trevino taking control of the estate. The written order proves the change, but not the reason for it, so the hearing transcript should be obtained before the family's account is treated as established.

Borunda's relevance is not merely that his name appears on a service list. The Kuhnel report states that Trevino previously worked at Radack & Borunda and that Fomby was Borunda's business partner. It asks the Bar to determine whether any referral, co-counsel, fee-sharing, business, investment or other financial relationships existed among Trevino, Borunda and Fomby while lawyers in that network were appearing in the Kuhnel matter. Those professional relationships do not prove collusion, but they are a legitimate basis for disciplinary discovery into independence, disclosure and financial incentives.

The Kuhnel matter therefore reinforces the public-protection theme of this grievance: probate families can be highly dependent on lawyers to explain fees, arbitration, risks, conflicts and professional relationships. When an elderly client's capacity is disputed and lawyers with prior professional ties appear in different roles within the same contested estate, the Bar should examine the underlying communications, conflict checks, referrals, fee agreements and money flows rather than assume independence from appearances alone.

XV. OTHER CLIENTS AND ASHBY PARTICIPANTS SHOULD BE CONTACTED BY THE STATE BAR

The State Bar should not wait for every injured or dissatisfied person to master the disciplinary process and file a perfectly documented grievance. The investigation has already identified concrete names and files worth reviewing.

Person	Connection	Publicly Reported Concern	Investigative Value
Gail Echols	Borunda / Abaza / Trevino	Inheritance settlement, contingency-fee and malpractice allegations.	Prior similar allegations involving same lawyer network.
Valeriya Ruzynska	Borunda / Abaza	Reported pressure and dissatisfaction in an estate matter.	Potential pattern regarding settlement pressure and advice.
Mark Logsdon	Anne Ashby	Alleged late disclosure and extraordinary similarity to opponent's proposed ruling.	Relevant to disclosure and independence questions.

Person	Connection	Publicly Reported Concern	Investigative Value
Philip Floyd	Anne Ashby	Publicly identified as raising arbitral-fairness concerns.	Potential pattern source.
Eric Colton	Anne Ashby	Continuance, witness and evidence restrictions after counsel withdrew.	Documented procedural-fairness comparison.
Devon Allen Kuhnel / Kenneth Roy Kuhnel family	Borunda / Fomby / Trevino	Separate Kuhnel grievance being prepared for filing this week raises disputed capacity, contingency-fee and arbitration issues concerning elderly client Roy Kuhnel, and asks for investigation of professional relationships among Trevino, Borunda and Fomby in Cause No. 464101.	Potential pattern evidence concerning informed consent, elderly probate clients, lawyer interconnections, referrals/fee relationships and whether material professional ties were disclosed.

XVI. NO MALPRACTICE INSURANCE + MANDATORY ARBITRATION: THE ACCOUNTABILITY SHIELD

The Borunda FTC package states that Jorge Borunda does not carry legal-malpractice insurance. Before final filing, I ask the State Bar to verify his insurance status directly. The absence of insurance is not, standing alone, professional misconduct. Its practical effect in this case is important, however.

When a lawyer has malpractice insurance, a serious claim ordinarily triggers an independent carrier process. The carrier has its own financial exposure and often has reasons to investigate, evaluate and, where appropriate, resolve claims. A client is not guaranteed a settlement, but there is at least another institution examining risk.

In our case, there was no meaningful external claims process that forced the lawyers to come to a negotiating table. Instead, the lawyers themselves controlled the response to the malpractice allegations, had professional litigation experience, and could invoke an **arbitration clause** that had been inserted into the later agreement.

That combination is what I mean by 'accountability-proof.' A lawyer can be difficult to collect against personally, can have no insurer evaluating the case, can force the client into private arbitration, can rely on extraordinarily narrow review after an award, and can then use the judgment and collection system against the former client. The client has to finance every stage.

The moral hazard is obvious. If the client must spend hundreds of thousands or millions merely to reach the merits, the process itself deters accountability. **Gail Echols's** experience illustrates the same problem: a former client can file a malpractice claim and still be economically unable to carry the fight through years of litigation or arbitration.

In my case, the process has already cost more than \$1.5 million and is not over. That is why mandatory arbitration should not be viewed here as an ordinary boilerplate forum clause. The Bar should investigate whether Borunda used arbitration as a deliberate shield against public accountability for conduct occurring in the very representation that produced the arbitration clause.

XVII. THE 'LEGAL GANG WITH LAW LICENSES' CONCERN — A DESCRIPTION OF COORDINATION, NOT A CRIMINAL FINDING

I have come to describe this professional network, from my perspective, as a 'legal gang with law licenses.' I use that phrase to describe the coordinated conduct I experienced, not to assert that a court has found a criminal organization.

The concern is that lawyers who appear to the public as separate and independent repeatedly share office space, cases, co-counsel relationships, referrals, reviews, experts, arbitration positions, collection counsel and litigation tactics. They may appear opposite one another in one matter and aligned in another. That does not automatically create a conflict. But it creates a need for careful disclosure whenever those relationships could affect loyalty, independence or a client's informed choice.

Borunda, **Nicholas Abaza** and **Seth Nichamoff** have been associated in court records with the same 2444 Times Boulevard, Suite 270 address. Nichamoff later represented the lawyer judgment creditors in post-judgment collection. That does not make Nichamoff the receiver — **Travis Vargo** was the appointed receiver — but it shows how the same professional circle continued into collection.

I also have a specific investigative lead involving attorney **Christopher Burt**. My understanding is that Borunda used Burt in connection with a creditor claim involving my father's estate, while Borunda and Burt have appeared in other probate matters in different alignments. I have also identified the Estate of **Ruth Ann Allison**, Harris County Probate No. 495536, as a matter that may warrant review for relationship/conflict disclosures. Public web research confirms the existence of that estate proceeding, but I have not yet located a public source establishing the precise Borunda/Burt alignment I am alleging. The State Bar should obtain the dockets, engagement letters and conflict disclosures before drawing conclusions.

There is also published authority showing Borunda, Trevino and **Christopher Burt** appearing together as counsel for the same side in *Rice v. Rice*, a Texas probate appeal. That history reinforces that these are not strangers. The relevant disciplinary question is not whether lawyers know one another; it is whether material relationships are disclosed when loyalty, referral incentives, fee interests or supposedly adverse positions make them relevant.

The State Bar has subpoena power and investigative authority that ordinary former clients do not. It should use those tools to map the relationships rather than requiring consumers to reconstruct professional networks from scattered dockets and online reviews.

XVII-A. CASE-PATTERN ANALYSIS — THE COURT RECORD SHOULD BE USED TO TEST THE MARKETING, FEE-INCENTIVE, AND ARBITRATION CONCERNS

I have also compiled a preliminary 25-case tracker of Harris County probate, trust, heirship, and related matters associated with **Jorge Borunda** or lawyers in his recurring professional network. The tracker is not offered as proof that misconduct occurred in every case, and a long probate case is not inherently improper. Some cases involved legitimate complexity, adverse-party resistance, settlements, appeals, or administration that continued after the contested portion ended. The significance is the recurring pattern: high-conflict inheritance litigation, repeated use of the same lawyer network, matters lasting years, substantial docket activity, and repeated settlements or non-merits dispositions. Those facts justify a focused inquiry into whether clients were regularly given candid written case-status assessments, realistic litigation budgets, net-recovery analyses, and meaningful opportunities to exit before fees and family losses escalated.

The Bar should particularly investigate whether delay ever became economically useful to counsel. I am not asking the Bar to assume that Borunda intentionally prolonged these estates. I am asking it to compare the duration, docket activity, fee structure, settlement posture, and written client advice in these matters to determine whether any client was kept in litigation without a candid reassessment of likely outcome, total cost, and net benefit. That is directly relevant to my own allegation that, when I wanted to stop, I was told trial was imminent and that I would go bankrupt funding it, but was not given the balanced case-status and economic analysis I needed to make an informed decision.

CLIENT-BY-CLIENT CASE ANALYSIS

Gina Allison — In the Estate of Ruth Ann Allison, Deceased, No. 495536-401. Borunda represents **Gina Allison**, **Ralph H. Allison's** biological daughter, in a suit filed in November 2024 involving alleged trust-funding failures, fiduciary-duty claims, accounting, and constructive-trust theories. The defense has raised limitations, laches, and acceptance-of-benefits issues, including approximately \$69,000 previously received by Gina. This matter is useful for the Bar because it presents the same threshold question seen in my case: whether a client is being given a realistic, documented assessment of dispositive defenses and net economic risk before additional litigation expense is incurred.

Carolina Sauan — In the Estate of Victor David Pena, Deceased, No. 531352. Borunda and **Nicholas Abaza** represent **Carolina Sauan**, the putative informal spouse of **Victor David Pena**. The case was filed

in December 2024 and had accumulated roughly 65 docket entries while heading toward a jury trial after the applicant's summary-judgment motion was denied. The Bar should determine what written probability assessment, litigation budget, settlement analysis, and status reporting were supplied as the matter expanded, rather than assuming that continued litigation itself proves misconduct.

Anthony Jackson Martin — In the Estate of Arvel Gene Martin, Deceased, No. 529666. Borunda represented **Anthony Jackson Martin** in a capacity and undue-influence challenge involving his father's will and trust. The contest settled and was dismissed with prejudice in March 2025; the will and trust remained in place and **Virginia Morrison Martin** was confirmed as executor. Because the contested claims ended by settlement rather than an adjudicated invalidation of the estate plan, the Bar should compare the client's objectives at intake with the ultimate net result, fees, concessions, and advice leading to settlement.

Matthew Sanders and Edwina Sanders — In the Estate of Irene Minor, Deceased, No. 526415. Borunda and **Nicholas Abaza** represent **Matthew Sanders** as next friend of **Edwina Sanders**, **Irene Minor's** sister, in a will contest alleging incapacity and undue influence. Filed in June 2024, the case remained in discovery in 2026 with a jury demand. The Bar should review whether the clients received periodic written reassessments as discovery developed and whether the cost of continued litigation was compared against realistic estate value and likely net recovery.

John Michael Carnes — In the Estate of Nancy Louise Carnes, Deceased, No. 523477. **John Michael Carnes** is represented by **Adam Fomby**, **Jorge Borunda**, and **David R. Brewer** in litigation involving power-of-attorney and IRA transactions of approximately \$1.4 million. Filed in February 2024, the docket grew to roughly 84 entries and produced a February 2026 jury verdict largely favorable to the plaintiff, with judgment work continuing afterward. This is an important control case: a long and active matter can produce a substantial favorable result. The Bar should therefore distinguish justified duration from avoidable duration by examining budgeting, status advice, offers, and fee economics rather than duration alone.

Kathryn Kincel Middleton — In the Estate of Kenneth G. Kincel, Deceased, No. 407410-401. Borunda and **Nicholas Abaza** represent **Kathryn Kincel Middleton**, the sole trust beneficiary, in a trust-accounting and fee dispute against trustee **John W. Jackson**. The court granted a motion to compel, while the broader accounting dispute remained unresolved. The Bar should examine whether the lawyers' own fee incentives were consistently separated from the beneficiary's objective of obtaining information and preserving trust value.

Shanna Anderson Wiggins and Amanda Anderson Duda — In the Estate of Christina Anderson, Deceased, No. 517026. Borunda and **Seth A. Nichamoff** represent the decedent's daughters in a will contest filed in June 2023, seeking to probate an alleged 2022 will against a 2013 will already admitted. The tracker reflects roughly 82 docket entries and continued litigation into 2026. A three-year contested estate with extensive motion practice is precisely the type of matter in which the Bar should request contemporaneous case-status letters, budgets, settlement recommendations, and fee ledgers to determine whether the clients were repeatedly told what continued litigation was likely to accomplish and cost.

Jennifer Porcarello and Anthony Porcarello III — In the Estate of Barbara Bobo Arnold, Deceased, No. 507472. Borunda and **Nicholas Abaza** represented **Jennifer Porcarello** and **Anthony Porcarello III** in competing copy-will litigation beginning in 2022. The will contest settled in 2023, a neutral administrator was installed, and administration continued into 2026 with roughly 105 docket entries. The Bar should separate time attributable to post-settlement administration from contested litigation, then examine whether the clients' fees and settlement outcome were proportionate to the benefits actually achieved.

Terry Wayne Hyde — In the Estate of Carl F. Hyde, Deceased, No. 492502. Borunda appeared for **Terry Wayne Hyde** in a matter filed in March 2021 involving a deathbed will signed six days before death. The independent-executor effort did not succeed, and the estate moved into bonded dependent administration that remained active years later. The Bar should determine what Terry Hyde was told about the evidentiary risks associated with the deathbed instrument, the likelihood of independent administration, and the cost consequences if the matter converted to dependent administration.

Jeremy Radack — Jeremy Radack v. Natalie Fleming et al., No. 486751-401. Borunda and **Seth Nichamoff** represented **Jeremy Radack** in extensive litigation concerning money associated with the estate of former Harris County Attorney **Michael P. Fleming** and related law-firm entities. The tracker reflects approximately 290 docket entries before the claims and counterclaims were resolved after mediation and dismissed with prejudice in January 2025. A docket of this size does not itself establish over-litigation, but it strongly supports obtaining fee records and settlement communications to determine whether litigation intensity remained proportionate to the economic interests actually at stake.

John R. McKinney — In the Estate of John M. McKinney, Jr., Deceased, No. 485030. Borunda and **Nicholas Abaza** represented **John R. McKinney** in trust litigation involving the 1982 McKinney Children's Trust. The case began in 2020, the defendant trustee died during the case in 2023, and an agreed final order was entered in January 2025 installing a successor corporate trustee. The multi-year duration and eventual agreed resolution make this a useful matter for examining how often written settlement and cost-benefit reassessments were provided during changing circumstances.

ADDITIONAL CLIENT-EVIDENCE LEAD — JUNE 24, 2026 PUBLIC COMMENTS ATTRIBUTED TO JOHN MCKINNEY

A June 24, 2026 screenshot submitted with this grievance contains three public comments under the name “john mckinney” on an article concerning the Law Office of Nicholas Abaza’s Google reviews. The commenter states that he hired “Nick and Jorge,” complains that the matter had dragged on for years, disputes the amount he received from a ranch sale, raises unresolved mineral-rights concerns, and repeatedly asks where the rest of his money is. The final comment expresses severe emotional distress associated in part with the prolonged case.

The identity should be authenticated before the Bar treats the commenter as the same John R. McKinney identified in Cause No. 485030. But the name, the express reference to hiring “Nick and Jorge,” and the subject matter are sufficiently specific to make this a high-priority investigative lead. If authenticated, it would materially deepen the significance of the McKinney matter because the client himself would be alleging years of delay, dissatisfaction with distributions, unresolved property rights, and loss of confidence in both lawyers.

The State Bar should interview John R. McKinney directly and obtain the complete engagement agreements, trust-accounting records, ranch-sale closing documents, mineral-rights records, distribution statements, settlement communications, fee ledgers, and written case-status reports. It should determine what the client was told about the value and timing of his expected distributions, what portion of any sale proceeds was allocated to him and why, what remained unresolved after the January 2025 agreed order, and whether counsel provided timely written explanations of the economics of the representation.

The commenter’s expressions of extreme distress should be treated seriously but not sensationalized. They are relevant because they illustrate the human consequences that can accompany prolonged family-property litigation. The disciplinary question remains objective: whether the lawyers gave the client competent, candid, timely advice; accounted accurately for property and distributions; pursued the client’s objectives efficiently; and explained any delay or shortfall.

3 thoughts on “What is Happening with the Law Office of Nicholas Abaza’s Google Reviews?”



john mckinney says:

June 24, 2026 at 3:45 am

id like to think we are winning however i thought wrong were losing, they owed me 180 my final end of a ranch sale they sent us 58. no word at all on my mineral rights. Smnet is just pissing on Nick on Jorge and fukkkking me over. I feel lije Ive got no lawyers at all, just subject to a sorry dirty paid off court and the cousins sorry fukking attorneys and my brothets too of cprise. i dont know whom to hire. Im dissapointed. thisxis wrong. Whete is my god damn money.

Reply



john mckinney says:

June 24, 2026 at 3:53 am

Where in the hell is the rest of my money? tgis is a ridiculous thing Amnet and that vourt allowing it to drag years and years hoping I die. Thats their strategy. These lawyers. arent fping a gd tging to get my fukkkking money. 9 fhkcking years they send me 58 k 4 way dplit in 1.2 mil they sent my wife and i 58 k where in the Hell is my god damn money? im entirely cheayed and screwed of mineral rts another property for sale 2.2 mil Im never going to see that money. I hored tghese two mfs Nick and Jorge. made a sorry choice I could have had McIntyre who actually does win. Thats my cut on a 1.2 prop sale done withno appraisal im already getting fucked word go. and my attorneys send me 58k ? ate these the mfs yplou want on your estate case? Call McIntyre try him. Theres nothing dirtier than that Amnet and these god damn Texas Courts. They allow all this god damn theft. Ive bedn robbed.

Reply



john mckinney says:

June 24, 2026 at 3:56 am

i wake every day, cancer survivor cardio issue survivor, and fight with the idea of blowing my brains out. its a struggle. And this hd case . Is a puece of that. Where in the Hell is my money? i hired Nick and Jorge adk ahain wjete in the Hell is my gd money?

Reply



Exhibit B-R5 — Screenshot of three June 24, 2026 public comments under the name “john mckinney.” The commenter states that he hired “Nick and Jorge,” complains about years of delay, disputes distributions from a ranch sale, raises mineral-rights concerns, and expresses severe personal distress. The State Bar should authenticate the commenter’s identity and, if confirmed as John R. McKinney from Cause No. 485030, compare these statements with the underlying trust, sale, accounting, distribution, fee, and client-communication records.

Daryl A. Tschoepe — In the Estate of George E. Tschoepe Jr., Deceased, No. 464425-401. Borunda and **David R. Brewer** defended executor **Daryl A. Tschoepe** against claims by the surviving spouse concerning homestead and title issues. The suit settled by Rule 11 agreement and was dismissed with prejudice in March 2020. This matter demonstrates that Borunda also appears on the defense side of probate-family disputes; the Bar should compare advice and settlement practices across both claimant and fiduciary representations rather than viewing his practice through only one posture.

Michael James Balette — In the Estate of Jules Balette, Deceased, No. 451336-401. Borunda represented **Michael James Balette**. Summary judgment was entered against his client, a prior mediated settlement agreement was rescinded, final judgment followed, and the Fourteenth Court of Appeals dismissed the appeal in July 2019. This is one of the clearest matters for comparing public-facing success

marketing with an actual adverse outcome. The Bar should examine whether the client received a candid pre-suit and pre-appeal assessment of proof, appellate risk, expected cost, and likely net value.

Maria Flores — Maria Teresa Garcia, Deceased, No. 445468. Borunda represented **Maria Flores** in heirship-related litigation beginning in 2016. The opposing contestants eventually nonsuited their claims with prejudice in 2018. This result may reflect successful litigation strategy, but the Bar should still examine the time, cost, and client communication required to obtain that result and compare it with fee and settlement expectations communicated at intake.

Matthew Sanders and Edwina Sanders — In the Estate of Edwin A. Maass, Deceased, No. 513439. The same **Matthew Sanders/Edwina Sanders** client structure appears again in the estate of **Edwin A. Maass, Irene Minor's** brother and **Edwina Sanders's** twin. Borunda and Abaza reopened a previously administered estate to challenge a 2021 will on capacity, undue-influence, and interested-witness theories; the matter was set for a five-day jury trial in October 2026. The repetition across related family estates makes it appropriate to examine whether litigation strategy, expert theories, fee terms, and settlement advice were coordinated and whether the clients received independent net-benefit analysis in each estate.

Jesse T. Froebel — In the Estate of Steven Y. Froebel, Deceased, No. 491822. Borunda represented **Jesse T. Froebel** for more than four years in an undue-influence and trust dispute; **Nicholas Abaza** participated in the later arbitration. The matter moved through a 2023 mediated settlement, 2025 arbitration, and confirmation of an award granting Jesse 50% of disputed real property plus fees. This case is important because it shows Borunda's familiarity with using arbitration in probate-related disputes before the Allison malpractice dispute was forced into arbitration. That does not make the Froebel arbitration improper; it bears on sophistication, repeat-player experience, and what Borunda understood about the consequences of arbitration when clients were asked to accept such provisions.

Cassandra J. Hodo — In the Estate of Bonnie Jackson, Deceased, No. 467153. Borunda and **Nicholas Abaza** represented **Cassandra J. Hodo**, the will proponent, executrix, and beneficiary. The family contest settled and was withdrawn in 2019, a neutral independent administrator completed administration, and the file reflects roughly 185 docket entries across the broader matter. The tracker also notes that Hodo was held in contempt twice. The Bar should not attribute a client's contempt to her lawyers without evidence, but it should review counsel's advice, supervision, and case-management communications in a matter that generated prolonged conflict and substantial docket activity.

Sandra Guevara-Tyer — Chamonix Guevara, Deceased, No. 444852. **Sandra Guevara-Tyer** was initially represented through Radack & Borunda by **Orjanel Lewis** in an intestate heirship and administration matter. The firm withdrew, and the estate was completed under different counsel in early 2017. Because the available tracker does not establish that **Jorge Borunda** personally handled the matter, it should be treated as a firm-history data point rather than evidence against him individually.

Rosalind Kinney — Alvin M. Kinney, Deceased, No. 443176. Borunda and **Orjanel Lewis** represented surviving spouse **Rosalind Kinney** in a straightforward uncontested intestate heirship and administration. Heirs were declared in 2016 and the administration closed in 2017. This is another useful control case: not every Borunda probate matter was prolonged or adversarial. Its relatively ordinary progression can be compared against the much longer contested matters to identify what factors actually drove duration and cost.

REVIEW CROSS-CHECK: The April 12, 2026 Avvo review is posted under the name "Rosalinda" and Borunda's public response acknowledges that the reviewer and her siblings were clients. The screenshot alone does not establish that the reviewer is the same Rosalind Kinney identified in this case tracker. The State Bar should compare the Avvo account and underlying representation file before making that attribution. If it is the same client, the review would materially change the characterization of this matter as a purely routine control case and should be analyzed for client dissatisfaction, scope-of-work disputes, and the involvement of Nicholas Abaza.

Beatrice Kahn — Lisa Kahn, Deceased, No. 423959. Borunda and **Michael Trevino** represented **Beatrice Kahn** in a capacity and undue-influence will contest filed in 2013. Beatrice voluntarily nonsuited all claims in October 2014; the 2008 will remained admitted and the allegations were never adjudicated. The Bar should examine what evidence supported the contest at intake, what changed before nonsuit,

what fees were incurred, and whether the client was given an early, candid assessment of the likelihood that the will could actually be set aside.

THE DURATION / ESTATE-DEPLETION QUESTION

Across the tracker, several contested matters ran for multiple years and accumulated dozens - in one matter, hundreds - of docket entries. Probate litigation can legitimately be slow, but delay has a special economic danger in estate cases: attorney fees, experts, fiduciary fees, administration costs, taxes, carrying costs, and family conflict can consume value while the underlying assets remain tied up. Where counsel is paid hourly or holds a percentage interest in the recovery, the Bar should test whether the economic incentive to continue ever diverged from the client's interest in preserving the estate and reaching a rational resolution.

The investigative question should therefore be concrete: at six-month intervals in each prolonged case, what did Borunda tell the client in writing about (1) the evidence actually obtained, (2) the strongest defenses, (3) probability of success, (4) remaining discovery, (5) projected fees through trial and appeal, (6) settlement value, (7) tax and administration consequences, and (8) the client's expected net recovery after all professional charges? If those reassessments do not exist, or if the advice consistently emphasized continued litigation without comparable disclosure of downside, that would be highly relevant to the fiduciary-duty, informed-consent, and fee-harvesting issues raised here.

I specifically ask the State Bar to compare prolonged cases with the shorter control cases above. That comparison can distinguish complexity from a repeat business model. If longer cases correlate with contingency conversions, arbitration provisions, repeated co-counsel, escalating fee interests, pressure to continue, or settlement only after substantial estate value has been consumed, the Bar should investigate whether the pattern reflects avoidable over-litigation or self-interest. If the records instead show regular candid reassessment and client-directed decisions, that evidence should also be considered.

RECORDS THE STATE BAR SHOULD OBTAIN ACROSS THE SAMPLE

- Engagement agreements, amendments, contingency provisions, arbitration clauses, and disclosures concerning independent counsel.
- All written case-status reports, probability-of-success analyses, evidence matrices, trial budgets, and appellate-risk assessments.
- All settlement recommendations and communications documenting why an offer was accepted, rejected, or delayed.
- Complete fee ledgers, expert invoices, fiduciary/administrator fees, and closing statements sufficient to calculate the client's true net recovery or loss.
- Internal communications among Borunda, Abaza, Trevino, Fomby, Nichamoff, and other recurring counsel concerning strategy, fee allocation, arbitration, settlement, and client communications where applicable.
- Documents showing the value of the estate or trust at intake, at major litigation milestones, and at conclusion, so the Bar can determine whether professional costs materially depleted the property being litigated over.

The purpose of this review is not to label every long probate case misconduct. It is to determine whether the same consumer-protection problem repeated across matters: a vulnerable family enters litigation believing aggressive counsel will protect or increase an inheritance, the case continues for years, professional fees and conflict grow, and the client is not given a sufficiently candid, updated explanation of whether continuing still makes economic sense. That is the exact type of pattern a disciplinary investigation can test through the lawyers' own files rather than through marketing claims or hindsight alone.

XVII-B. FAMILY-BY-FAMILY DESTRUCTION ANALYSIS — THE BAR MUST EXAMINE THE HUMAN AND ECONOMIC COST OF HIGH-CONFLICT PROBATE LITIGATION

The 25-case tracker shows why this grievance cannot be reduced to a dispute over attorney fees. These are family cases. The opposing parties are repeatedly siblings, children, surviving spouses, step-parents,

grandchildren, executors, trustees, and other people who will remain connected long after the lawsuit ends. The property is not merely a commercial account receivable; it is a parent's estate, a family trust, a home, retirement savings, partnership interests, heirlooms, or property accumulated over a lifetime.

High-conflict probate litigation can sometimes be necessary. But when a lawyer's public marketing emphasizes aggressive representation, large recoveries, contingency options, and being the client's 'equalizer,' the lawyer has a corresponding fiduciary responsibility to explain that litigation may permanently destroy family relationships and consume the very estate the client believes is being protected. The State Bar should not permit the relational destruction to be treated as an invisible externality while professional fees are treated as the principal measure of success.

The question is not whether **Jorge Borunda** caused every family conflict listed below. Many disputes existed before counsel entered. The disciplinary question is whether Borunda and his recurring professional associates escalated, prolonged, or monetized those disputes without giving clients candid written advice about alternatives, expected net benefit, likely duration, and the possibility that litigation could leave every branch of the family poorer and more divided.

Family / matter	Family conflict and representation	State Bar family-destruction inquiry
Allison family — Estate of Dr. Richard Gerard Allison / related trust proceedings	Caroline Allison and Richard Allison hired Jorge Borunda and Nicholas Abaza to protect inheritance interests. Michael A. Trevino later joined. The representation moved from hourly billing to a 35% contingency agreement containing arbitration; after settlement, the lawyers became fee claimants and eventually judgment creditors against their former clients.	This is the clearest alleged family-destruction example. The family inheritance became the object of litigation, fee claims, arbitration, collection, frozen assets, and receivership proceedings. The Bar must determine whether preservation of the family estate ever ceased to be the governing objective and whether the lawyers' own financial interest became dominant.
Gina Allison — Estate of Ruth Ann Allison , No. 495536-401	Gina Allison , daughter of Ralph H. Allison , is represented by Jorge Borunda in litigation alleging trust-funding and fiduciary failures. The defense has raised limitations, laches, and acceptance-of-benefits issues.	Before additional family wealth is consumed, the file should contain a candid written analysis of dispositive defenses, expected fees, settlement alternatives, and the realistic incremental benefit of continuing. The State Bar should determine whether such advice exists.
Carolina Sauan — Estate of Victor David Pena , No. 531352	Jorge Borunda and Nicholas Abaza represent Carolina Sauan , the alleged informal spouse of Victor David Pena , in a contested estate proceeding that accumulated substantial docket activity and moved toward jury trial.	A spouse-status dispute can pit a claimed spouse directly against the decedent's blood family and reshape the entire estate. The Bar should examine whether counsel documented the evidentiary risk, family impact, litigation budget, settlement alternatives, and expected net recovery as the case expanded.
Anthony Jackson Martin — Estate of Arvel Gene Martin , No. 529666	Anthony Jackson Martin challenged the estate plan of his father, Arvel Gene Martin , on capacity and undue-influence theories. The case settled and was dismissed with prejudice; the will and trust remained in place and Virginia Morrison Martin was confirmed as executor.	Where the estate plan ultimately remains intact, the Bar should calculate what the family spent to reach that result, what concessions were obtained, and whether the client received an early written analysis of the probability that the plan would actually be invalidated.
Sanders / Minor / Maass family — Nos. 526415 and 513439	Matthew Sanders and Edwina Sanders appear through Jorge Borunda and Nicholas Abaza in related disputes concerning Irene Minor and Edwin A. Maass , siblings in the same extended family.	This is especially important because litigation extends across related estates in the same family. The Bar should determine whether counsel evaluated the two proceedings as a combined family-economic problem, whether strategy in one drove expense in the other, and whether the clients were shown the total projected cost across both estates.
Carnes family — Estate of Nancy Louise Carnes , No. 523477	John Michael Carnes is represented by Adam Fomby , Jorge Borunda , and David R. Brewer in a dispute involving power-of-attorney and IRA transactions of approximately \$1.4 million. The matter generated extensive docket activity and a jury verdict largely favorable to the plaintiff.	This is a useful control case: prolonged litigation may sometimes produce a favorable result. The Bar should use it to identify what legitimate long-case management looks like—written budgets, status reports, settlement comparisons, and client authorization—and compare that record with the adverse or abandoned matters.
Kincel family — Estate of Kenneth G. Kincel , No. 407410-401	Kathryn Kincel Middleton , sole trust beneficiary, is represented by Jorge Borunda and Nicholas Abaza in a trust-accounting and fee dispute against trustee John W. Jackson .	A trust-accounting dispute should be judged by information obtained and value preserved, not by litigation volume. The Bar should compare professional fees with trust value protected or restored and determine whether the lawyers' own fee incentives remained subordinate to the beneficiary's preservation objective.
Anderson family — Estate of Christina Anderson , No. 517026	Daughters Shanna Anderson Wiggins and Amanda Anderson Duda are represented by Jorge Borunda and Seth A. Nichamoff in a multi-year will contest involving competing testamentary instruments.	A dispute between daughters and other family beneficiaries can consume years of family resources. The Bar should obtain the written stop/go assessments, discovery budgets, settlement proposals, and explanations of what additional litigation was expected to accomplish after each major procedural milestone.

Family / matter	Family conflict and representation	State Bar family-destruction inquiry
Porcarello / Arnold family — Estate of Barbara Bobo Arnold , No. 507472	Jennifer Porcarello and Anthony Porcarello III were represented by Jorge Borunda and Nicholas Abaza in competing copy-will litigation. The contest settled, a neutral administrator was installed, and administration continued.	The Bar should separate contested legal work from later administration, calculate the clients' true net benefit, and determine whether the appointment of a neutral administrator could have been achieved earlier and at lower cost.
Hyde family — Estate of Carl F. Hyde , No. 492502	Terry Wayne Hyde was represented by Jorge Borunda in litigation involving a deathbed will executed six days before Carl F. Hyde died. The effort for independent administration did not succeed and the estate moved into dependent administration.	A deathbed instrument presents obvious evidentiary and cost risks. The Bar should determine whether those risks and the financial consequences of dependent administration were explained at intake before family conflict and administration expense grew.
Radack / Fleming dispute — No. 486751-401	Jeremy Radack was represented by Jorge Borunda and Seth Nichamoff in litigation involving money associated with the estate of Michael P. Fleming and related law-firm entities. The file accumulated roughly 290 docket entries before mediation and dismissal with prejudice.	A docket of this scale requires direct economic scrutiny. The Bar should compare the amount genuinely at stake, fees charged, settlement offers, litigation milestones, periods of inactivity, and the client's net result. Complexity is not a blank check for endless professional fees.
McKinney family — Estate of John M. McKinney, Jr. , No. 485030	John R. McKinney was represented by Jorge Borunda and Nicholas Abaza in multi-year trust litigation involving the McKinney Children's Trust; the matter ended in an agreed order installing a successor corporate trustee.	Because the final relief was structural rather than a headline cash recovery, the Bar should measure success by trust preservation, information gained, and governance improved, then compare that benefit with years of professional cost.
Balette family — Estate of Jules Balette , No. 451336-401	Jorge Borunda represented Michael James Balette . Summary judgment was entered against the client, a mediated settlement was rescinded, final judgment followed, and the appeal was dismissed.	This is one of the most important adverse-outcome controls. The Bar should examine whether the client received candid pre-suit, pre-summary-judgment, post-summary-judgment, and pre-appeal advice concerning probability of success, settlement, appellate risk, additional fees, and family cost.
Froebel family — Estate of Steven Y. Froebel , No. 491822	Jesse T. Froebel was represented by Jorge Borunda for more than four years, with Nicholas Abaza participating in later arbitration. The dispute moved through mediation, arbitration, and award confirmation.	This matter demonstrates sophisticated repeat use of arbitration in probate-related disputes. The Bar should compare what Borunda knew about the cost, finality, limited review, and strategic consequences of arbitration here with what was disclosed to the Allisons when arbitration was inserted into their later fee arrangement.
Hodo / Jackson family — Estate of Bonnie Jackson , No. 467153	Cassandra J. Hodo was represented by Jorge Borunda and Nicholas Abaza in a heavily litigated family contest with roughly 185 docket entries; the dispute settled and administration was ultimately completed by a neutral independent administrator.	The Bar should examine whether counsel's strategy reduced or intensified family conflict, whether contempt events changed the case assessment, and whether appointment of a neutral fiduciary was considered early enough to preserve estate value.
Kahn family — Estate of Lisa Kahn , No. 423959	Beatrice Kahn was represented by Jorge Borunda and Michael Trevino in a capacity and undue-influence will contest. She later voluntarily nonsuited all claims; the challenged will remained admitted.	A permanent withdrawal with the will still in place is a direct reason to inspect the intake merits assessment, the evidence actually obtained, fees incurred, settlement efforts, and whether the client was told promptly when the probability of success deteriorated.

XVII-C. ESTATE-DEPLETION / PROLONGED-LITIGATION AUDIT — THE BAR MUST FOLLOW THE MONEY THROUGH THE ENTIRE LIFE OF EACH CASE

The existing duration analysis should be taken one step further. The Bar should reconstruct the economics of each prolonged probate matter from beginning to end. It should identify the estate or trust value when counsel entered, every major professional-fee layer, every expert and fiduciary expense, every material tax or liquidation consequence, and the amount actually preserved or delivered to the client at the end.

The relevant question is not whether a lawyer can point to a settlement or verdict. It is whether the family was economically better off because of the representation. A \$1 million settlement may be a poor outcome if the client already owned most of the underlying property, incurred hundreds of thousands in fees, lost tax advantages, surrendered trust protections, or destroyed relationships needed to administer family assets. Conversely, a modest settlement can be a good result if it ends a costly dispute early. The Bar must evaluate net family value, not marketing headlines.

For each matter lasting more than eighteen months, the Bar should create a six-month chronology showing: estate/trust value; lawyer fees accrued; expert and fiduciary expenses; major rulings; settlement offers; discovery accomplished; remaining work; estimated trial and appeal cost; and the lawyer's written recommendation to continue, settle, narrow, or stop. If the file does not contain that kind of ongoing economic advice, the absence is itself relevant to whether the client received informed fiduciary counseling.

The Bar should be particularly alert where a matter shows repeated continuances, extensive motion practice, multiple related cause numbers, transitions among lawyers in the same professional network,

arbitration, or settlement only after years of litigation. None of those features independently proves misconduct. Together they create a concrete basis to determine whether complexity served the client or became a revenue engine.

XVII-D. STANDARD FAMILY-PRESERVATION AUDIT — THE SAME QUESTIONS SHOULD BE ASKED IN EVERY BORUNDA PROBATE FILE

- 1. Baseline inheritance: What property, trust interest, beneficiary right, homestead right, or distribution was the client likely to receive if no contest were filed?
- 2. Incremental objective: What additional value was the proposed litigation realistically expected to create or protect?
- 3. Probability analysis: What evidence supported capacity, undue influence, fiduciary breach, heirship, spouse status, trust modification, or other claims, and what evidence undermined them?
- 4. Existing-rights risk: Was the client warned in writing about no-contest clauses, forfeiture arguments, loss of trust protections, creditor exposure, tax basis, liquidity, and asset-protection consequences?
- 5. Family-impact warning: Was the client told that the opponent could be a sibling, parent, spouse, step-parent, child, or grandchild and that the case could permanently destroy those relationships?
- 6. Litigation budget: Was there a realistic estimate for discovery, depositions, experts, mediation, trial, appeal, fiduciary expenses, and related proceedings?
- 7. Net-value analysis: Did counsel distinguish gross estate value or gross settlement from what the client was likely to keep after fees, expenses, taxes, and liquidation costs?
- 8. Six-month reassessment: At regular intervals, did counsel document whether the evidence and economics still justified continued litigation?
- 9. Settlement discipline: Were offers evaluated in writing against the probability-adjusted net value of trial, rather than against a headline gross recovery?
- 10. Neutral alternatives: Were mediation, neutral fiduciaries, accounting relief, limited declaratory relief, buyouts, partition, or other less destructive solutions seriously considered?
- 11. Lawyer-interest disclosure: Where contingency fees, co-counsel, referral relationships, arbitration clauses, or fee-sharing arrangements existed, were the lawyer's own financial interests clearly disclosed and separated from the client's decision?
- 12. Closing accounting: At resolution, did the client receive a transparent statement showing gross result, all fees and costs, taxes or holdbacks, non-cash property, and actual net value delivered?

XVII-E. THE RECURRING PROFESSIONAL NETWORK MUST BE MAPPED — NOT DISMISSED AS COINCIDENCE

The repeated appearance of the same lawyers across these matters is itself an investigative fact. The complaint already identifies **Jorge Borunda, Nicholas Abaza, Michael A. Trevino, Seth A. Nichamoff, Adam Fomby, Christopher Burt, David R. Brewer**, and others in recurring combinations. Some have worked together, shared office connections, reviewed or endorsed one another, appeared on the same side, appeared on opposing sides in other matters, participated in arbitration, or continued into collection. None of those relationships is improper merely because it exists. The problem arises if a relationship that could affect loyalty, referrals, fee division, independent judgment, or the credibility of an online endorsement was not disclosed to the client.

The State Bar should therefore obtain referral records, co-counsel agreements, fee-sharing arrangements, office-sharing records, joint marketing arrangements, professional endorsements, conflict checks, and communications concerning case transfers among **Jorge Borunda, Nicholas Abaza, Michael A. Trevino, Seth A. Nichamoff, Adam Fomby, Christopher Burt**, and their firms. The Bar should identify which matters moved among this network and whether clients were told that the lawyers presented as separate choices were recurring professional associates.

This is particularly important where a lawyer later appears as collection counsel, arbitration participant, reviewer, referring lawyer, co-counsel, or adversary. The public should not be required to reconstruct a hidden professional map from docket sheets and Google reviews. The regulator can obtain the records directly and determine whether disclosure obligations were met.

XVII-F. TEXAS FAMILY-PROPERTY POLICY MAKES THIS A JURISPRUDENTIAL PUBLIC-PROTECTION ISSUE

Texas probate, trust, homestead, fiduciary, and spendthrift rules exist in substantial part to protect family property, orderly succession, fiduciary accountability, and the ability of people to preserve assets for future generations. A probate practice that converts grief and family disagreement into unnecessary professional-fee extraction would cut directly against those protective purposes.

Texas should not have one set of rules designed to preserve family wealth on paper while grieving families experience a legal process that unnecessarily consumes that wealth in practice. If the evidence shows that lawyers repeatedly used exaggerated success marketing, insider credibility signals, contingency incentives, prolonged litigation, or inadequately explained arbitration provisions to move vulnerable families deeper into conflict, the disciplinary system must treat that as a public-protection problem, not merely a private fee disagreement.

I respectfully ask the Chief Disciplinary Counsel to act affirmatively. The Bar should open the files, interview former clients, subpoena the fee and referral records, compare website claims with actual outcomes, calculate net family losses, and determine whether these patterns reflect isolated hard cases or a repeat professional business model. If the evidence corroborates deception, undisclosed conflicts, self-interested fee conduct, or knowing exploitation of vulnerable probate clients, meaningful discipline is warranted.

The State Bar's responsibility is not only to react after another family has spent its inheritance fighting both relatives and former lawyers. Its public-protection function requires intervention when a documented pattern presents a credible risk that the same cycle will continue: grief → trust in marketing → escalation → prolonged family litigation → estate depletion → fee dispute → arbitration or collection. The purpose of this grievance is to give the Bar enough concrete names, cause numbers, relationships, and records to test that pattern now.

XVIII. THE RECEIVERSHIP AND COLLECTION CAMPAIGN: ANOTHER LAYER OF FEE HARVESTING

After the arbitration award was confirmed, the former lawyers pursued aggressive collection remedies.

Seth Nichamoff was not appointed receiver. He acted as collection counsel for Borunda, Abaza, Trevino and their firms. The actual appointed receiver was **Travis Vargo**. The May 2025 order presumes receiver compensation of 25% of sales, recoveries and credits against the judgment, rising to 33% in the event of full collection.

On a judgment approaching \$4 million, those percentages can represent roughly another \$1 million to \$1.3 million in professional compensation, before other expenses. That is extraordinary enough to justify close scrutiny of necessity, proportionality and independence.

The record also reflects that a large Schwab account had already been frozen and was argued to provide security exceeding the actual-damages judgment. The trial court initially found the frozen account adequate alternate security before later entering the receivership order now being challenged.

The point is not that receiverships are inherently improper. The point is the economics: every stage of this dispute has created another professional fee. That is why **fee harvesting** must remain the theme from beginning to end.

XIX. DAMAGES TO ME, MY BROTHER AND MY FAMILY

The damage is financial, personal and generational.

- More than \$1.5 million in legal and investigative expense fighting the former lawyers, the arbitration, appellate proceedings, bill-of-review issues and collection efforts.

- An approximately \$4 million judgment arising from the former lawyers' **fee claims**, interest, fees and costs.
- Loss or reduction of inheritance value that I contend would have been preserved absent the litigation strategy.
- Potential and actual tax, transaction and liquidity consequences associated with restructuring, distributing or liquidating estate, trust and partnership assets.
- Loss of asset-protection and spendthrift protections that my father built into his plan.
- Years of stress, family conflict and disruption.
- Continuing risk to trust, partnership, retirement and personal assets through collection proceedings.

My brother is a disabled veteran. I am not a lawyer. We hired professionals because we did not know probate, trust or arbitration law. We did not hire adversaries. Yet by the end of the process, the people we hired to protect the family had become judgment creditors seeking millions from us.

My stepmother Robin has also suffered catastrophic health decline and is now institutionalized. I do not claim that the lawyers medically caused her stroke or dementia. I do say that this litigation consumed the family during a period when everyone was vulnerable and that the human cost should not be ignored.

The inheritance my father built over a lifetime became the fuel for years of litigation among family members, lawyers, arbitrators, experts and collection professionals. That is the opposite of preservation.

XX. PUBLIC RETALIATION AND 'HARD DELETION' OF NEGATIVE REVIEWS

A separate public-protection issue is what happens when a former client tries to warn others.

I have repeatedly posted reviews describing my own client experience with Borunda. Some were removed, ghosted or disputed, and I have had to repost and preserve them. The most recent example was posted on August 20, 2026, at approximately 8:00 a.m. under the Google profile name “Zealous Advocate.” The six screenshots reproduced in Section XI preserve the review as posted. By September 9, 2026, I observed that the review was no longer visible on Borunda's Google profile and that the visible rating had returned to five stars.

A lawyer has the right to respond to criticism within ethical limits and may report a review that genuinely violates platform rules. My concern is different: whether a lawyer, firm, employee, agent or reputation-management vendor used platform processes to suppress a truthful former-client review while the lawyer continued to benefit from favorable insider or business-associate reviews. I have described this as a “hard deletion,” but the Bar should determine who actually initiated the removal and why.

The Bar should investigate the platform history directly: who flagged the reviews, what reason was given, whether the reviews violated platform policies, whether positive reviews were solicited immediately after negative reviews, and whether reviewers had undisclosed relationships to the firm.

This matters because consumers often choose lawyers based on online reputation before they ever see a fee agreement. If the visible reputation is manipulated, the deception occurs before the fiduciary relationship even begins.

XXI. WHY THE PRIOR DISMISSAL SHOULD NOT END THE INQUIRY — THE EVIDENTIARY RECORD HAS CHANGED

The prior grievance dismissal should not be treated as a factual exoneration. At the time of the earlier complaint, I did not possess or understand the complete review network, the breadth of the Dolcefino investigation, the full Ashby conflict history, the receiver/collection relationships, the developing Texas Supreme Court issues, or the number of other consumers and arbitration participants who would later come forward.

The review evidence was discovered and compiled in 2026. It includes screenshots and identity links that did not exist in the earlier grievance record. The website analysis likewise converts what had felt like aggressive marketing into a documented comparison between the public message and the risks omitted from that message.

The Ashby investigation likewise evolved materially. A vague suspicion about an unfair arbitrator is very different from a record containing sworn no-conflict disclosures, a decades-long relationship identified by the adverse-side lawyer himself, employment at his firm, Besly connections, late supplemental disclosures, and a public investigation asking how Ashby entered the case.

The Texas Supreme Court petition also sharpens the legal issues. The dispute is no longer simply 'the client lost an arbitration.' The petition presents concrete questions involving nonsignatories, consent, spendthrift trust property, attorney-signature requirements, capacities and prejudgment interest.

Post-judgment collection has added another layer: the same professional circle continued into enforcement, and the receivership order created a percentage-compensation structure capable of producing another seven-figure fee.

Finally, public visibility has caused other people to contact us and has identified prior matters that warrant investigation. That is precisely why the Bar should conduct outreach rather than wait for every former client to independently file a grievance.

I respectfully ask the Bar to evaluate this grievance on the present record, not the thinner record that existed when the earlier complaint was dismissed.

XXII. DISCIPLINARY RULES — THE ALLEGATIONS TOUCH CORE DUTIES, NOT TECHNICALITIES

I am not asking the State Bar to accept my characterization of every rule violation. I am asking it to investigate a course of conduct that implicates the core duties the Texas Disciplinary Rules are designed to enforce.

Rule	Core Duty	Borunda Conduct to Investigate	Evidence / Theory
1.01	Competent, diligent representation.	Whether probate/trust strategy, evidence assessment, tax analysis and settlement documentation met required competence.	Expert reports; appellate record; post-hearing brief.
1.02	Abide by client settlement objectives.	Contract term restricting settlement without attorney approval; post-MSA conduct after client sought out.	Fee agreement; appellate briefing.
1.03(b)	Explain enough for informed decisions.	No balanced trial risk, budget, mediation, arbitration, tax or independent-counsel advice.	Aug. 2020 meeting testimony.
1.04	Reasonable and properly structured fees.	Fee conversion; percentage on gross/recovered/kept property; multi-lawyer claims.	Contracts, award, fee submissions.
1.05	Protect confidential client information.	Public review responses identifying former client and discussing representation/litigation.	FTC review package.
1.06	Avoid material self-interest conflicts.	Contingency economics potentially diverged from client's preservation and settlement interests.	Fee conversion and litigation strategy.
1.08	Fairness/disclosure in covered client transactions.	Mid-representation agreement materially improved lawyers' economics.	Appellate fiduciary argument.
3.01 / 3.03	Meritorious claims and candor.	Fee entitlement, signatures, capacities, trust assets, interest and factual representations.	Compare filings to contracts and PFR.
3.04	Fairness in adjudication.	Witness/evidence positions, procedural asymmetry and proposed-award process.	Arbitration transcript and orders.
3.05	Impartiality of tribunal.	What Borunda/counsel knew about Ashby conflicts and selection.	AAA records; Collins/Besly evidence.
7.01	No false/misleading legal-services communications.	Recovery marketing, omitted downside, review profile, unjustified expectations.	Website memo; review report.
7.02 / 7.04 / 7.05	Advertising disclosures and compliance.	Contingency and result advertising; filings/substantiation.	Website/press materials.
7.06	Employment procured by prohibited communications.	If misleading advertising /reviews materially caused retention.	Consumer-acquisition theory.
8.04(a)(3)	No dishonesty, fraud, deceit or misrepresentation.	Private-room inducement, material omissions, review manipulation , fee/arbitration conduct.	Umbrella honesty issue.

XXIII. TIMELINE — FROM CLIENT RETENTION TO FEE HARVESTING AND PUBLIC INVESTIGATION

Date / Period	Event / Significance
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Date / Period	Event / Significance
May 2019	Caroline signs hourly agreement with Borunda/Abaza; no arbitration clause .
June 2019	Rich enters contingency arrangement. Will/trust contest escalates.
2019-2020	Clients seek accounting and evidence. Fees rise; discovery remains disputed/incomplete.
Summer 2020	Caroline has paid roughly \$67,275 in fees and expert costs and is losing confidence.
July 2020	First mediation fails. Trial-case weaknesses continue to develop.
Aug. 26, 2020	Caroline says bills are crushing her and she may drop case. Borunda insists on in-person meeting.
Aug. 2020 meeting	Borunda says ' trial is imminent ' and Caroline will ' go bankrupt funding a trial '; no budget, balanced risk analysis, upcoming-mediation disclosure or independent-counsel advice.
Sept.-Oct. 2020	Caroline continues paying. Second agreement eventually converts to 35% contingency and adds arbitration/Trevino.
Oct. 2020-Apr. 2021	Lawyers move toward another mediation; clients continue seeking financial information.
Apr. 13, 2021	Long mediation produces MSA. Clients later object that they were in a pressure cooker and that the deal was economically and legally defective.
2021	Clients seek changes/rescission; former lawyers protect contingent-fee interest; relationship collapses.
Dec. 2021	Lawyers attempt intervention to protect 35% fee interest and seek millions in security pending arbitration.
2022	Malpractice/fiduciary dispute is compelled to arbitration.
Sept.-Oct. 2022	Ashby signs no-conflict disclosures and is appointed.
June 2023	Ashby gives later Collins-related disclosure that clients contend materially understates relationship.
Nov. 2023	Arbitration hearing; Collins video excerpts are among the exhibits played.
Feb. 2024	Clients' post-hearing brief places contract, trust, fee, fiduciary, capacity, tax and public-policy law before Ashby.
2024	Ashby issues interim/final awards substantially favoring former lawyers; judgment later confirmed.
2025	Post-judgment turnover/receivership proceedings add further collection expense and percentage-receiver structure.
2025-2026	Appeals challenge arbitration award and receivership; broader conflict evidence develops.
Mar.-Sept. 2026	DAMN LAWYERS investigation expands through seven videos; FTC/review and advertising evidence is compiled.
Aug. 3, 2026	Texas Supreme Court Petition for Review filed.
Sept. 2026	New grievances prepared based on evidence that was not available or fully understood when earlier Bar complaints were dismissed.

XXIV. SPECIFIC INVESTIGATION REQUESTS

- Interview **Jorge Borunda** under oath regarding the August 26, 2020 meeting: why he said trial was imminent, the factual basis for saying Caroline would go bankrupt funding trial, what case weaknesses he knew, and what settlement/mediation information he possessed.
- Require production of Borunda's contemporaneous written case assessment, trial budget, evidence matrix, no-contest analysis, tax analysis, settlement analysis and communications with Abaza/Trevino about fee conversion.
- Determine who drafted and approved Caroline's second agreement, why Borunda claimed rights under an agreement he did not sign, and what advice was given about independent counsel and arbitration.
- Obtain the full AAA selection list, rankings, strikes, case-manager notes and communications showing how **Anne Ashby** entered the case and what Borunda/counsel knew about Collins, Besly and other relationships.
- Compare the lawyers' proposed findings/award, post-hearing brief and fee affidavit line-by-line with Ashby's interim and final awards.
- Determine whether the lawyers knowingly sought fees or equitable relief for nonsignatories or nonparties contrary to Government Code § 82.065 and the capacities in which the parties actually contracted.
- Review trust-law positions under Property Code §§ 112.035, 112.054 and 113.029 and determine whether lawyers knowingly advocated collection from protected/nonparty assets beyond lawful entitlement.
- Audit the prejudgment-interest request against Finance Code § 304.104 and determine who calculated and requested the amount later challenged in the Petition for Review.
- Audit Borunda PC advertising, press releases and website result claims from 2019-present; require proof for 'millions recovered' and any specific success representation.

- Obtain Google, Yelp and Avvo records concerning disputed, removed, ghosted and clustered reviews; identify relationships of reviewers to Borunda, his wife, business partners, co-counsel and staff.
- For the August 20, 2026 Google review reproduced in this grievance, obtain the complete Google moderation and reporting history, including who reported the review, the reporting account, stated reason, automated/manual moderation path, any appeal or reinstatement request, communications with Borunda or any reputation-management vendor, and the rating history before and after the review disappeared by September 9, 2026.
- Interview **Gail Echols** and Valeriya Ruzynska and obtain the underlying engagement agreements, settlement statements, tax information, fee calculations and termination/malpractice materials.
- Cross-reference Devon Allen Kuhnel's forthcoming grievance and Cause No. 464101. Obtain the Trevino engagement agreement, arbitration provision, capacity evidence, August 10, 2026 Roy declaration, August 12, 2026 filing, September 10, 2026 administrator hearing transcript/order, and communications/referral/fee records among Trevino, **Jorge Borunda** and **Adam W. Fomby**.
- Obtain the State Bar membership and suspension records for **Jorge Borunda**, including the precise effective date, reason, notices sent, reinstatement requirements, and any later status changes.
- Audit Borunda's activity from the effective date of ineligibility forward, including court appearances, e-filed pleadings, signatures, client communications, engagement agreements, settlement negotiations, billing and fee receipts, trust-account activity, and legal advice, to determine whether he practiced law while suspended or otherwise ineligible.
- Preserve and review **Borunda, P.C.**'s website, Google Business Profile, advertising, intake forms and other public-facing materials during the suspension period to determine whether Borunda continued holding himself out as available to provide Texas legal services and whether his ineligible status was disclosed to consumers.
- Cross-reference State Bar complaints, malpractice suits and fee disputes involving Borunda, Abaza and Trevino for recurring allegations of pressure, nondisclosure, gross-vs-net fee calculation, arbitration and **review suppression**.
- Map the professional relationships among Borunda, Abaza, Trevino, **Seth Nichamoff**, **Travis Vargo**, **Christopher Burt** and other recurring lawyers, including office sharing, referrals, co-counsel work, adverse appearances and fee arrangements.
- Review the Estate of **Ruth Ann Allison**, Harris County Probate No. 495536, and any other identified matters to determine whether potentially material lawyer relationships were disclosed to clients when lawyers who collaborate in one matter appear on different sides in another.
- Determine whether lack of legal-malpractice insurance was disclosed where relevant and whether mandatory arbitration was used as a systematic shield against public malpractice accountability.

XXV. THE STATE BAR SHOULD CONTACT FORMER CLIENTS — THIS SHOULD NOT DEPEND ON WHO CAN AFFORD TO FIGHT

One of the lessons from this investigation is that former clients often do not have the resources to pursue lawyers who know the legal system better than they do. The absence of a published lawsuit or sustained grievance does not necessarily mean the client was satisfied; it can mean the client could not afford another fight.

The State Bar is in a different position. It can request files, interview witnesses, compare complaints, examine advertising records, and look for recurring patterns across matters. I respectfully urge the Bar to use that institutional capacity.

The most useful outreach would be to former probate and inheritance clients of Borunda, Abaza and Trevino, especially matters involving **contingency fees**, family settlements, trusts, gross-versus-net recovery, **arbitration clauses**, and later fee disputes. Questions should include whether the client understood the downside before litigation; whether taxes and net recovery were explained; whether the lawyer encouraged escalation; whether the client received a written settlement accounting; whether the client attempted to post a negative review; and whether the review was disputed or removed.

The Bar should also interview the other participants identified in the DAMN LAWYERS investigation and obtain declarations rather than relying only on media summaries.

I will continue to preserve evidence and identify people who contact me, but the public should not have to create its own private disciplinary agency to investigate lawyers. That is the State Bar's role.

THE BAR SHOULD NOT TREAT THESE FILES AS ISOLATED FAMILY DISPUTES

The accumulated record now identifies actual families, actual cause numbers, actual advertised claims, repeated professional relationships, prolonged cases, adverse and non-merits outcomes, review concerns, fee incentives, arbitration, and collection activity. That is enough to require a coordinated investigation. I am asking the State Bar to look across the files rather than allowing each event to be compartmentalized until no single piece appears serious enough to act upon.

The Bar must determine whether vulnerable probate clients were repeatedly sold an aggressive-litigation solution without receiving equally forceful advice about family destruction, estate depletion, taxes, forfeiture, illiquidity, duration, and the lawyer's own economic incentives. If that pattern is substantiated, the public needs protection before another grieving family enters the same cycle.

XXVI. REQUEST FOR RELIEF

I respectfully ask the Chief Disciplinary Counsel to classify and investigate this as a public-protection grievance involving alleged deception, fiduciary self-interest, fee harvesting, misleading communications, review manipulation, arbitration conduct and aggressive collection — not as a private fee dispute.

The key question is what **Jorge Borunda** did when I was trying to leave. A fiduciary lawyer should have told me the truth: how strong or weak the evidence was, what trial would cost, what losing could do, what winning could still cost after taxes and trust consequences, what settlement opportunities existed, and whether I should consult independent counsel before giving my lawyers a percentage interest in the estate.

I contend that he instead frightened me with a looming trial and bankruptcy while withholding material information. Everything that followed — the contingency conversion, **arbitration clause**, settlement, malpractice dispute, Ashby arbitration, fee award, judgment and collection — flowed from that turning point.

I also ask the Bar to treat the review and advertising evidence as substantive public-protection evidence. A lawyer's reputation is part of how consumers decide whom to trust. If the public sees five-star reviews from insiders and success-heavy marketing while former-client criticism is repeatedly removed or attacked, the public cannot make an informed choice.

I was completely floored that my prior complaint could be dismissed after what I had experienced. Since then, the investigation has produced far more evidence. I will continue preserving evidence and identifying witnesses, but this should not be left to former clients alone. The State Bar is the institution with the authority and responsibility to investigate lawyers for the protection of the public.

Lawyers are supposed to be protectors. In my experience, Jorge Borunda used the tools of the profession — litigation, fee agreements, arbitration, procedure, briefing, collection remedies and reputation management — in ways that exploited rather than protected the client. I ask the Bar to determine whether the evidence supports that conclusion and to take appropriate disciplinary action if it does.

XXVII. PROPOSED EXHIBIT LIST

Ex.	Evidence / Purpose
1	#1 Hourly Agreement - May 29, 2019 Caroline hourly engagement agreement — establishes original hourly relationship and absence of arbitration clause.
2	#2 Agreement – conversion of hourly to contingency fee agreement without outside counsel
3	1st Petition for Complaint

4	Arbitration transcript Vol. 6, Nov. 20, 2023, pp. 1266-1270 — Caroline testimony re 'trial is imminent,' 'go bankrupt funding a trial,' no budget, no risk discussion, no mediation disclosure, no independent counsel.
5	Amended Complaint — allegations of fraudulent inducement and Borunda's trial/cost representations.
6	Caroline appellate brief — fiduciary duty, fee conversion, arbitration nondisclosure, settlement-control clause and public-policy arguments.
7	Texas Supreme Court Petition for Review No. 26-0428 — signatures, non-signatories, capacity, spendthrift trust, Texas-law and prejudgment-interest issues.
8	February 23, 2024 Clients' Post-Hearing Brief — contract, fee, fiduciary, trust, tax, negligence and public-policy law placed before Ashby.
9	Lawyers' post-hearing brief, proposed findings/award and fee affidavits — for comparison to Ashby award.
10	Ashby Interim and Final Awards and confirmed judgment.
11	Anne Ashby Sept. 30, 2022 oath/disclosures and later supplemental disclosures.
12	Dolcefino Consulting expert report / DAMN LAWYERS conflict materials concerning Michael Collins , Steven Besly and other relationships. www.damnlawyers.com
13	AAA arbitrator-selection/ranking/strike records and case-manager communications (to be requested).
14	FTC Report — Jorge Borunda review network, March 2026 review cluster, wife/business-partner reviews, negative-review removal and public-response evidence. https://stoplegalbullying.com/wp-content/uploads/2026/08/FTC-report-Jorge-Borunda.pdf
15	Jorge Borunda False Advertising / Website Analysis — consumer-risk and litigation-forward marketing audit. https://stoplegalbullying.com/jorge-borunda-analysis-of-his-website-deceptive-trade-practices/
16	Dated screenshots of Google/Yelp/Avvo review status and current September 2026 client review/removal history. https://stoplegalbullying.com/wp-content/uploads/2026/08/FTC-report-Jorge-Borunda.pdf
17	DAMN LAWYERS Videos 1-7 and damnlawyers.com campaign hub. www.damnlawyers.com
18	Dated social-platform screenshots documenting public view counts for DAMN LAWYERS and Circle Jerk. https://stoplegalbullying.com/wp-content/uploads/2026/08/FTC-report-Jorge-Borunda.pdf
19	Gail Echols testimonial videos: https://www.youtube.com/watch?v=mzxqlv2wZHq https://www.youtube.com/watch?v=0vN_m_JAOQo
20	Valeriya Ruzynska public statement/reporting and underlying engagement/termination - https://www.youtube.com/watch?v=mzxqlv2wZHq
21	Mark Logsdon, Philip Floyd and Eric Colton public/record materials concerning Ashby arbitration practices. https://youtu.be/kAdZuU9R3Hw
22	Post-judgment turnover and receivership materials — Nichamoff representation, 2444 Times Blvd. address, Travis Vargo appointment, 25%/33% fee structure.
23	Schwab freeze/security pleadings and orders.
24	Prior State Bar grievances/dismissal correspondence, to establish what was previously presented and what evidence is newly discovered. https://stoplegalbullying.com/jorge-borunda/

XXVIII. FINAL STATEMENT

I never imagined that hiring lawyers to understand and protect my father's estate could end with the lawyers becoming multimillion-dollar creditors against me and my disabled-veteran brother.

I did not understand arbitration. I did not understand that a private decision-maker could make legal errors that were extraordinarily difficult to correct. I did not know the arbitrator's long relationship with **Michael Collins**. I did not know that the lawyer telling me I would go bankrupt at trial was withholding information that could have caused me to walk away. I did not know that years later I would still be paying lawyers and investigators just to understand what had happened.

The public cannot protect itself from conduct it cannot see. That is why the advertising, reviews, fee contracts, undisclosed relationships, arbitration record and collection network need to be examined together.

This grievance is not asking the State Bar to punish a lawyer merely because a former client is angry. It is asking the Bar to investigate whether **Jorge Borunda** repeatedly placed his financial and professional interests ahead of his client's interests, used misleading information at decisive moments, benefited from a private forum whose neutrality and legal rulings are under serious challenge, and participated in a professional network that repeatedly converted family conflict into fees.

If the evidence proves otherwise, the investigation will establish that. If the evidence confirms the pattern, then the public needs protection from it.

Respectfully submitted,
Caroline Allison
Complainant