

NEW GRIEVANCE AGAINST NICHOLAS ABAZA

Texas Bar No. 24026752

Public Deception • Fiduciary Self-Dealing • Arbitration Clause Procured Mid-Representation • Conduct Connected to Anne Ashby Arbitration

Complainant	Caroline Allison — member of the public and former client
Respondent	Nicholas Abaza, Texas Bar No. 24026752
Related Arbitration	AAA Case No. 01-22-0000-9524 / consolidated Allison fee-malpractice arbitration
Related Public Investigation	Wayne Dolcefino / Dolcefino Media — seven-part DAMN LAWYERS investigation; damnlawyers.com

I. THIS IS A NEW GRIEVANCE — AND I AM THE MEMBER OF THE PUBLIC THE RULES ARE SUPPOSED TO PROTECT

The State Bar should examine whether this was zealous representation gone wrong, or whether the economic structure of the representation itself encouraged conflict because more conflict meant more fees.

I never believed that hiring a lawyer to protect an inheritance could result in the lawyer becoming one of the greatest financial threats to that inheritance. I now view this case as a severe example of legal abuse: high-conflict litigation, a mid-representation contingency fee, mandatory arbitration, multimillion-dollar fee claims, expensive post-judgment collection tactics, and a receivership carrying another potentially seven-figure fee.

I believe **Nicholas Abaza** and the lawyers working with him repeatedly made decisions that increased the amount of money available to lawyers, arbitrators, collection counsel, and a receiver while decreasing the value, security, and peace available to the family they were hired to protect. In my experience, the legal system became a series of toll booths through which family wealth was converted into professional fees.

The unifying theme of this grievance is fee harvesting.

The public-protection question is therefore larger than a fee dispute: did lawyers who owed fiduciary duties use information, contracts, marketing, and a private arbitral system to convert a protected family inheritance into fees for themselves while the client bore the losses?

That theme runs through this grievance from beginning to end. I believe I was attracted through misleading marketing and questionable **five-star reviews**, encouraged into destructive inheritance litigation without balanced disclosure of the downside, moved into a self-interested contingency agreement containing arbitration, and then forced into an arbitration before **Anne Ashby** after she signed sworn disclosures that, in my view, concealed relationships that would have caused me to reject her immediately.

Lawyers are supposed to be protectors of the public. In my experience, Nicholas Abaza and the lawyers working with him became exploiters of the very family wealth they were hired to protect.

I am asking the State Bar to examine the entire course of conduct as a public-protection issue: how the client was attracted through marketing, what was represented about the likely upside, what material risks were omitted, how the lawyers' financial interest changed, how arbitration was inserted mid-representation, and what happened when the client later challenged the lawyers.

I do not believe our family is the only one harmed by this kind of practice. Other former clients have come forward in the Wayne Dolcefino / DAMN LAWYERS investigation with their own complaints about this lawyer network. What distinguishes us is that we fought back, continued investigating, and publicly exposed conduct that we believe reflects badly not only on these lawyers, but on the legal profession and the disciplinary system that is supposed to protect the public.

I also was not advised, in any meaningful way that I recall, about the potential tax and financial consequences that could follow from dismantling, liquidating, transferring, or distributing estate and trust assets as part of the litigation and settlement strategy. In my view, this is part of the larger problem: the lawyers sold the prospect of recovery without giving equal weight to preservation, taxes, transaction costs, loss of asset protections, litigation expense, or the possibility of ending up far worse off.

The effort to fight the lawyers over their conduct and the resulting arbitration has cost me more than \$1.5 million in legal and investigative expense. The resulting judgment is approximately \$4 million. I am deeply concerned that the fee claim is being used to extract as much value as possible from my father's estate and the assets connected to it.

When I later challenged what I believed was wrongful conduct, I did not receive a public jury trial. I was forced into the **arbitration clause** contained only in the second fee agreement - an agreement I contend was procured during an existing fiduciary relationship through **self-dealing** and inadequate disclosure. I was never meaningfully advised of the risks, costs, limited review, or strategic consequences of arbitration before signing that agreement.

In practical terms, I believe the lawyers talked us into taking an inheritance position that was effectively 100% protected for our benefit and turning it into a result worth less than half, while creating a multimillion-dollar fee claim for themselves. Had the risks, alternatives, and existing inheritance protections been explained to me in a balanced way at the beginning, I would not have agreed to this strategy.

By the time I understood the structure of my father's estate, I had concluded that I did not need to launch destructive litigation to obtain an inheritance. My position is that I already had substantial inheritance rights that should have been preserved. Instead, I was persuaded to enter high-conflict litigation that reduced what my family stood to receive, exposed us to enormous risk, and created a large **contingency-fee** opportunity for the lawyers.

The most important fact in this grievance is that I felt profoundly deceived by Nicholas Abaza and the lawyers I trusted to protect my family's inheritance.

This is a new grievance against **Nicholas Abaza**. I am not filing it as a lawyer, competitor, or opposing party. I am filing it as a member of the public who hired a Texas lawyer to protect a family inheritance and who now believes that lawyer used my trust in him to place me into high-conflict litigation, convert his financial interest in the representation, place a binding **arbitration clause** into a second fee agreement, and later use that private forum against me.

The central issue is not simply that I lost an arbitration. The issue is how I got there. My first fee agreement did not contain an **arbitration clause**. The **arbitration clause** appeared only in the second agreement, after an attorney-client relationship already existed and after the lawyers had acquired detailed knowledge of the size and structure of my father's estate. I contend that the second agreement was procured through fiduciary **self-dealing** and **material nondisclosure**, and that I was never meaningfully advised of the rights, costs, risks, or practical consequences of arbitration.

II. IT STARTED WITH THE FAKE FIVE-STAR REVIEWS

The renewed investigation began with **Nicholas Abaza's** public-facing reputation. Evidence compiled in the review investigation identifies apparent **self-reviews**, **cross-reviews** among affiliated lawyers, insider or **family-connected** reviews presented without disclosure, and repeated disputes of negative former-client reviews. The significance is not merely marketing. These practices raise the same basic question that runs through the representation: was I shown a favorable appearance while material facts that would have changed my decision were withheld?

- The Law Office of **Nicholas Abaza** business account appears to have reviewed Abaza's own attorney profile.
- Borunda & Fomby posted a **five-star review** of Abaza as a peer in the same field.
- The review evidence identifies reciprocal attorney reviews and insider/**family-connected** reviews that were not presented to consumers as conflicted endorsements.
- The evidence package documents repeated challenges to negative former-client reviews and alleges that negative reviews disappeared while favorable reviews remained.

A consumer choosing probate counsel is entitled to truthful information. The Bar should investigate whether Abaza participated in, solicited, encouraged, ratified, or knowingly benefited from deceptive review practices.

III. THE DAMAGE TO ME AND MY FAMILY

The resulting fee claim makes the conflict especially troubling. The judgment is approximately \$4 million. I am concerned that continued collection efforts will function as additional fee harvesting from the very estate and family wealth the lawyers were originally retained to protect.

The **financial harm** is compounded by the fact that I believe I did not need to undertake this fight in the first place. My position is that I already possessed substantial inheritance rights. I trusted my lawyers to preserve those rights. Instead, I contend that they encouraged a strategy that materially reduced the family's position while increasing the lawyers' own potential fee.

I am also concerned about the tax and transaction consequences of dismantling, liquidating, transferring, or distributing estate and trust assets. I do not contend here that every tax consequence has already been finally quantified. I do contend that I was not given balanced advice about the tax, asset-protection, liquidity, and transaction consequences of the strategy being recommended before I was asked to proceed.

My damages and exposure include the loss or reduction of inheritance value that I contend resulted from the probate strategy and settlement; more than \$1.5 million spent fighting the lawyers, investigating the arbitration, pursuing appellate and post-judgment relief, and protecting family assets; substantial arbitration expenses; and an approximately \$4 million judgment that continues to place estate, trust, partnership, retirement, and personal assets at risk.

The harm I am asking the State Bar to examine is not theoretical. I contend that the lawyers' conduct transformed an inheritance that should have been preserved into years of litigation, a major reduction in the value available to my family, more than \$1.5 million in legal and investigative expense, and an approximately \$4 million judgment arising from the lawyers' fee claim.

IV. ABAZA'S MARKETING MACHINE: MULTIPLE WEBSITES, LITIGATION-FIRST MESSAGING, AND UNVERIFIABLE 'VICTORY' PROMOTION

The fake-review evidence is not isolated from **Nicholas Abaza's** broader marketing. The attached **consumer-risk** analysis identifies an intricate network of overlapping websites that appear designed to dominate probate and inheritance search results and funnel consumers into the same practice. The sites repeatedly target phrases such as "Houston probate lawyer," "will contest lawyer," "estate litigation," "inheritance disputes," "estate fights," and "**trust busting**."

The websites identified in the marketing analysis include nicholasabaza.com, nickabaza.com, lawofficeofnicholasabaza.com, lawofficeofnicholasabazahoustontexas.com, and houstonwillcontestlawyer.com. They use the same office identity and substantially overlapping subject matter. The concern is not that a lawyer may operate more than one website. The concern is the cumulative message delivered through that web of sites to grieving and vulnerable consumers.

Across those sites, the marketing repeatedly frames litigation as opportunity: "break" trusts, "bust" trusts, "fight for your inheritance," take cases on contingency, and pursue large enough disputes to justify the contingent fee. The attached critique concludes that the messaging emphasizes financial upside, conflict, and recovery while underemphasizing forfeiture risk, **family destruction**, multi-year delay, fee erosion, planning disruption, and the possibility of losing entirely.

- The marketing presents "**trust busting**" and "estate fights" as affirmative solutions rather than extraordinary, high-risk remedies.
- **Contingency fees** are marketed as aligned with the client — including "no recovery, no fee" — while the same websites acknowledge that a case must be financially large enough to justify contingency representation.
- No-contest / forfeiture risk is presented reassuringly rather than with equally prominent warnings that litigation can jeopardize inheritance rights.
- The websites emphasize recovering assets and winning disputes but do not give equivalent prominence to years of litigation, **family destruction**, fees, frozen assets, emotional trauma, or a complete loss.
- The website network saturates multiple domains and keywords, increasing the chance that a grieving consumer repeatedly encounters the same litigation-forward message while believing it comes from multiple independent sources.

The same imbalance appears in Abaza's promotional press-release strategy. I have identified press releases and promotional material that publicize supposed legal "victories" or successful outcomes without supplying enough case-specific information for a consumer to independently verify what actually happened

— such as the client's name, court, case number, date, opposing party, dispositive order, settlement terms, or other objective case information. The practical impression is that Abaza wins high-value probate disputes, while the consumer is not given the information needed to evaluate the accuracy, frequency, or context of those claims.

I ask the State Bar to investigate whether this marketing is materially misleading by omission.

A prospective client encountering repeated “victory” messaging across multiple domains, press releases, high star ratings, “fight for your inheritance” language, and **contingency-fee** promises could reasonably conclude that aggressive litigation presents exceptional upside with limited downside. That was not my experience. I contend that the marketing image matched what I was told in the representation: the upside was emphasized, while the potentially devastating downside was not.

This is especially significant in probate and trust matters. The target audience is often grieving, frightened, angry, and unfamiliar with fiduciary law. Marketing that repeatedly appeals to fear, urgency, recovery, and conflict can influence a consumer's decision before the consumer has received balanced legal advice. In my case, I was already an heir with substantial rights. I needed counseling about preservation, risk, settlement, trust protections, and the consequences of a failed contest. Instead, I contend that the lawyers sold litigation.

The review network also appears to include Abaza family members and self-review activity

The package also preserves a documented cluster of new Google reviews arriving shortly after negative reviews appeared. One exhibit identifies Bennett Abaza as the first review in an April 2026 cluster, followed within hours by additional new reviewers. That timing does not by itself prove manipulation, but it is a concrete pattern the Bar can investigate using platform records.

The review package further identifies **Seth Nichamoff** as a business associate sharing Abaza's office address and flags any positive endorsement or review from Nichamoff as potentially undisclosed insider activity. That allegation should be proven with the underlying screenshot before the grievance is filed.

Because some of these individuals were minors at the relevant time, I do not ask the Bar to infer misconduct by the children. The disciplinary question is whether a licensed lawyer caused, encouraged, knowingly permitted, or knowingly benefited from family-member reviews that were presented to consumers as independent endorsements.

I have also observed reviews posted under Abaza family names, including Bennett Abaza, and an account identified as Alexi D. that the review investigation connects to Abaza's family/business network. I have additional evidence concerning Elle Abaza and other family-associated reviews. Before filing, I intend to attach screenshots and identity/age evidence for every review attributed to a **family member** so that the Bar can independently determine authorship, age, relationship, and whether the review represented an actual client experience.

The review evidence package already documents that the Law Office of **Nicholas Abaza** business account reviewed Abaza's own attorney profile, including language referring to 'my probate practice.' The same package identifies five Yelp reviews appearing under Nicholas A. in the 'not recommended' section and describes repeated **self-review** and **cross-review** activity.

A. ATTORNEY-GENERATED PRESS RELEASES CAN LOOK LIKE INDEPENDENT NEWS

The press-release evidence substantially strengthens the consumer-deception concern. Publicly available releases do not merely report favorable publicity about **Nicholas Abaza**. Multiple releases expressly identify **Nick Abaza Law** or the Law Office of **Nicholas Abaza** as the source, author, publisher/client, or contact. The firm-generated material is then distributed through commercial press-release services and republished on third-party websites. A consumer who encounters the headline through a television-station website, financial-news site, news aggregator, or search engine may reasonably perceive the item as independent media coverage unless the consumer opens the article and carefully traces the source attribution.

That distinction matters when consumers are selecting a lawyer. Prospective clients rely heavily on public claims about awards, reviews, experience, reputation, expertise, and prior results. If the favorable description originated with the lawyer or his own law firm, the consumer should not be left with the materially different impression that an independent news organization investigated and endorsed the attorney. I ask the State Bar to evaluate the overall impression created by the origin, sponsorship, syndication, headline, search-result presentation, and source attribution of these communications.

Documented attorney/firm-generated promotional releases

Date	Headline / Promotion	Evidence of Firm Origin	State Bar Issue to Investigate
Mar. 31, 2026	Law Office of Nicholas Abaza Secures Major Victory in Houston Deed Fraud Case: Million-Dollar Property Restored to Decedent's Estate	1888PressRelease identifies "Law Office Of Nicholas Abaza " as publisher/client and Nick Abaza as contact.	Past-result claim; "major victory"; million-dollar property; role of Abaza and lead counsel; nature/amount/context; filing status. Source
Apr. 2, 2026	Abaza Law launches a local office in Austin Texas	Expressly labeled "By Law Office Of Nicholas Abaza ."	Claims "more than 25 years of proven success," "high-caliber legal advocacy," and "recovering tens of millions of dollars for clients"; substantiation and past-results compliance. Source
July 12, 2026	Lawyer Nicholas Abaza seeks new cases invoking the slayer rule	1888PressRelease identifies Law Office Of Nicholas Abaza as origin and Nick Abaza as contact.	Express solicitation for new matters; claims "leading Houston probate and estate litigation firm" and "deep expertise"; substantiation and filing/review status. Source
July 14, 2026	Avoid Neil the Seal scams warns attorney Nick Abaza	WhaTech identifies "Guest post by Nick abaza" and 1888PressRelease distribution.	Illustrates syndication: informational-looking article promotes Abaza Law and links readers to the firm; investigate whether overall presentation obscures attorney origin. Source
July 21, 2026	Attorney Nick Abaza successfully helped a widow obtain her share of 401k that was left to others	WhaTech identifies "Guest post by Nick abaza" from 1888PressRelease Press Release Distribution.	Specific favorable client result; investigate underlying matter, Abaza's responsibility, amount actually received, context, and unjustified-expectation concerns. Source
Aug. 25, 2026	Attorney Nicholas Abaza Launches New Pet Trust Practice in Texas	GlobeNewswire states "Source: Nick Abaza Law."	Attorney-generated service promotion; describes Abaza as a "compassionate advocate"; invites consultations; verify filing/review and factual claims. Source
Aug. 25, 2026	Estate Probate attorney Nicholas Abaza Recovers \$1.2 Million property in Landmark Deed Fraud Case	GlobeNewswire syndication identifies Nick Abaza Law.	Purported \$1.2 million "major legal victory"; may overlap March deed-fraud release; determine whether figure is judgment, valuation, recovery, settlement, or another measure and whether the required context is supplied. Source
Sept. 14, 2026	Nicholas Abaza Named to Htown Best as a Top Probate Lawyer in Houston	GlobeNewswire expressly identifies "Source: Nick Abaza Law."	Independent HTown Best evidence supports that the Law Office of Nicholas Abaza was actually listed #2 on its 2026 Houston probate-law-firm page. The issue is therefore not whether the listing exists, but whether Abaza's own advertising materially embellishes a commercial consumer-ranking/listing into a formal legal "honor," "award," or independent evaluation of legal excellence. Investigate methodology, sponsorship, any payment connected to promotion, and the accuracy of the press-release characterization. Source Source
Sept. 18, 2026	Nick Abaza Receives Prestigious Award from BusinessRate for Excellence in Probate and Estates	GlobeNewswire expressly states "Source: Nick Abaza Law."	BusinessRate appears to be a real commercial reputation-ranking service whose published methodology relies principally on Google Business Profile/review data. Its rankings are not shown by the materials reviewed to be a peer-reviewed legal credential or evaluation of legal ability. The firm-generated release calls the recognition "prestigious," "distinguished," and "coveted" and refers to legal-peer/client reviews. Independently verify Abaza's specific recognition, the methodology actually used, and whether the advertising overstates the nature or significance of the ranking. Source Source
Sept. 19, 2026	Attorney Nick Abaza Celebrates 25 Years of Exemplary Legal Practice	GlobeNewswire states "Source: Nick Abaza Law"; contact Nicholas Abaza .	Self-praise including "stellar reputation," "trusted advisor," "exceptional legal advocacy," and "countless lives"; ends with invitation to schedule consultation. Source

I use the term 'attorney-generated promotional release' rather than asking the Bar to assume that every press release is inherently improper. The disciplinary issue is whether the content is truthful and

nonmisleading, whether claims are substantiated, whether prior results satisfy the applicable requirements, whether required advertising submissions were made, and whether syndication creates a misleading impression of independent endorsement.

B. THE HTOWN BEST AND BUSINESSRATE RECOGNITIONS: REAL COMMERCIAL RANKINGS, BUT THEIR LEGAL SIGNIFICANCE MAY BE OVERSTATED

The September HTown Best and BusinessRate releases warrant careful treatment. The evidence reviewed does not justify calling either entity fictitious or automatically calling either recognition “fake.” Both appear to be real commercial reputation or consumer-ranking entities. The more significant disciplinary question is whether **Nick Abaza** Law’s own advertising materially overstates the independence, prestige, methodology, or legal significance of those recognitions in a way that could influence a prospective client’s hiring decision.

HTown Best: a real consumer ranking, not established as a formal professional legal award

HTown Best appears to be a legitimate Houston consumer-review and ranking website. The materials reviewed establish that HTown Best published a 2026 page titled “The Top 10 Probate Law Firms in Houston” and listed the Law Office of **Nicholas Abaza** at #2, with a consumer rating of “A” and an HTown Best rating of “A+.” HTown Best describes its evaluation as considering factors such as probate experience, qualifications, compatibility, fees, and availability. Accordingly, I do not allege that the HTown Best placement was fabricated.

The distinction the Bar should examine is how that underlying ranking was later characterized in lawyer-generated publicity. Abaza’s September release states that he was “honored” as a top probate lawyer and presents the recognition as evidence of “legal excellence.” Yet the release itself identifies **Nick Abaza** Law as the source. Based on the materials reviewed, the underlying HTown Best item appears to be a commercial “best of” list or consumer ranking, not a peer-reviewed bar credential, board certification, judicial recognition, or formal professional legal award.

HTown Best also discloses that it is reader-supported and may receive commissions from purchases or site visits, while stating that it does not sell favorable reviews. I have not located evidence that Abaza paid HTown Best to obtain the #2 placement, and I do not ask the Bar to infer that without proof. The appropriate question is whether the lawyer’s advertising accurately conveyed what the recognition actually was.

BusinessRate: a real review-data ranking service whose specific Abaza recognition should be independently confirmed

BusinessRate appears to be a legitimate commercial reputation-ranking service. Its published methodology describes rankings based principally on publicly available Google Business Profile data, including rating level, review volume, recent review activity, sentiment, and comparison with businesses in the same category and geographic market. BusinessRate states that a business cannot pay for a higher ranking, although qualifying recipients may purchase optional plaques, badges, and other promotional recognition materials after qualification.

That methodology supports describing BusinessRate as a consumer-review/reputation ranking. The materials reviewed do not establish that BusinessRate independently evaluates a lawyer’s legal ability, case results, ethics, professional qualifications, or peer standing in the manner of a legal peer-review organization or professional credentialing body.

The September 18 release is therefore significant because it was sourced to **Nick Abaza** Law yet calls the BusinessRate recognition a “prestigious award,” “distinguished award,” and “coveted award,” describes Abaza as a “top-tier legal professional,” and represents that the recognition rests on extensive legal-peer and client reviews. Those characterizations should be compared directly against BusinessRate’s actual published methodology.

I have not yet located an independent BusinessRate page confirming Abaza’s specific June/2026 recognition. That absence does not prove the recognition is false. It does mean the State Bar should obtain confirmation directly from BusinessRate and require the respondent to substantiate the exact award, date, category, ranking, methodology, and supporting data before treating the lawyer-generated press release as proof of the recognition.

The consumer-protection issue is embellishment and source transparency, not merely whether the ranking entity exists

A prospective client may reasonably understand words such as “prestigious,” “distinguished,” “coveted,” “honored,” “top-tier,” or “legal excellence” to communicate more than the fact that a lawyer appeared on a commercial consumer-ranking list. The Bar should determine whether the overall presentation would cause an ordinary legal consumer to believe that an independent legal authority, peer-review organization, bar body, or professional credentialing organization evaluated and honored Abaza when the underlying recognition was generated through consumer-review data or a commercial “best of” methodology.

This distinction is especially important because the favorable descriptions were not authored by GlobeNewswire as independent journalism. The releases identify **Nick Abaza Law** as their source. GlobeNewswire functioned as a distribution channel for promotional material supplied by the firm. The fact that the same material later appears on other media or news-feed websites does not convert the lawyer’s own promotional characterization into an independent media endorsement.

Accordingly, I ask the State Bar to investigate whether the communications accurately identified the nature and source of each recognition; whether comparative or qualitative claims were objectively substantiated; whether statements about legal-peer reviews match the actual methodology; whether required advertising filings were made; and whether the cumulative presentation was materially misleading to consumers selecting probate counsel.

C. WHY THE PRESS RELEASES MATTER UNDER THE TEXAS ADVERTISING RULES

The State Bar’s current Advertising Review guidance states that lawyer advertising concerning past successes or results must provide the information required by Rule 7.02(a)(2), and that a disclaimer does not cure a deficient presentation of past results. The same State Bar guidance states that a nonexempt advertisement that was required to be filed but was not filed may result in a non-filer assessment and that failure to file a nonexempt advertisement is itself a disciplinary-rule violation. I therefore ask the Bar to determine, rather than assume, the filing status of each communication identified above.

The core Rule 7.01 issue is the overall consumer impression: whether a communication about a lawyer’s qualifications or services contains a material misrepresentation, omits information necessary to keep the communication from being materially misleading, creates an unjustified expectation about results, or makes a comparison that is not supported by verifiable objective data. The Bar should apply those principles to the releases individually and to the cumulative internet presentation created by repeated syndication.

This issue goes directly to client reliance. A person facing a probate or inheritance dispute may search the lawyer’s name before hiring counsel and encounter favorable ratings, award headlines, alleged victories, large recovery amounts, and third-party republications. A legitimate commercial ranking can still be presented misleadingly if lawyer-generated advertising transforms it into an apparently independent professional legal honor, overstates its methodology, attributes it to peer review that did not occur, or obscures that the praise originated with the lawyer’s own firm. The State Bar should evaluate the net impression conveyed to the ordinary prospective client.

IV-D. EXPANDED FALSE-ADVERTISING AND CONSUMER-DECEPTION ANALYSIS

This grievance should be read with **false advertising and deceptive client acquisition** as a central public-protection theme. The allegation is that prospective probate clients may encounter a coordinated reputation system—multiple keyword-targeted websites, litigation-first and contingency messaging, near-five-star ratings, family/insider/peer endorsements, attorney-generated press releases, claimed victories, and commercial rankings—that can make the firm appear independently validated from many directions when several of those signals may originate from the lawyer, his network, **family-connected** reviewers, or promotional distribution channels.

1. Five Websites Used as One Lead-Capture System

The formal marketing analysis identifies five overlapping domains using the same office identity and substantially overlapping probate/inheritance subject matter. Multiple websites are not inherently improper. The concern is whether the combined strategy dominates search results, repeatedly exposes a grieving consumer to the same litigation-forward message, and makes one coordinated practice appear broader or more independently established than it is.

Website	Marketing function / consumer concern
nicholasabaza.com	Core branded site for probate, estate and trust matters.
nickabaza.com	Short-name domain capturing attorney-name and probate searches.
lawofficeofnicholasabaza.com	Formal-firm-name domain reinforcing legitimacy and search visibility.
lawofficeofnicholasabazahoustontexas.com	Long-tail geographic domain targeting Houston/Texas searches.
houstonwillcontestlawyer.com	Keyword-specific domain aimed directly at consumers searching for will-contest counsel.

Across the sites, repeated search terms include “Houston probate lawyer,” “will contest lawyer,” “estate litigation,” “inheritance disputes,” “estate fights,” and “**trust busting**.” The State Bar should examine whether this is merely ordinary SEO or whether it operates together with the review and publicity practices described below to create a materially misleading impression of reputation and success.

2. Contingency Marketing + Trust-Busting Language + Litigation-Risk Omissions

- **Contingency marketing** can make litigation feel low-risk when the consumer is not given equal prominence to costs, fee erosion, gross-versus-net recovery, tax consequences, lost inheritance value, or complete loss.
- **Trust-busting language**—“break” trusts, “bust” trusts, “estate fights,” “fight for your inheritance”—frames litigation as a protective opportunity rather than a high-risk decision that can destroy the value being fought over.
- **Litigation-risk omissions** are especially material in probate because the audience may be grieving, frightened, angry, and unfamiliar with fiduciary law, no-contest risks, frozen assets, multi-year delay, and family damage.
- **Consumer risk analysis:** the Bar should assess the net impression, not isolated sentences. A consumer may be led to believe that aggressive litigation is both necessary and financially safe while the lawyer’s own percentage-fee incentive is not equally visible.

3. The Cumulative “Independent Validation” Problem

The danger is cumulative. A consumer may first see one of the **five websites**, then a near-five-star Google profile, then favorable “news” articles, then a claimed award or victory, then multiple positive reviews. Each layer appears to verify the last. If reviews are self-authored, **family-connected**, reciprocal, insider-generated, or written by peer lawyers without clear disclosure—and if attorney-generated press releases are syndicated onto third-party news sites—the consumer can mistake coordinated marketing for independent evidence of legal quality.

- **Website promise:** expertise, aggressive protection, large recoveries, contingency availability.
- **Reviews as social proof:** the star rating makes the marketing claims appear validated by clients.
- **Syndicated publicity:** firm-generated releases can appear to be independent reporting in search results.
- **Awards/rankings:** commercial reputation scores can appear to be formal professional honors when methodology and source are not obvious.
- **Resulting hiring decision:** a vulnerable consumer may believe the lawyer is independently acclaimed, unusually successful, and low-risk to hire.

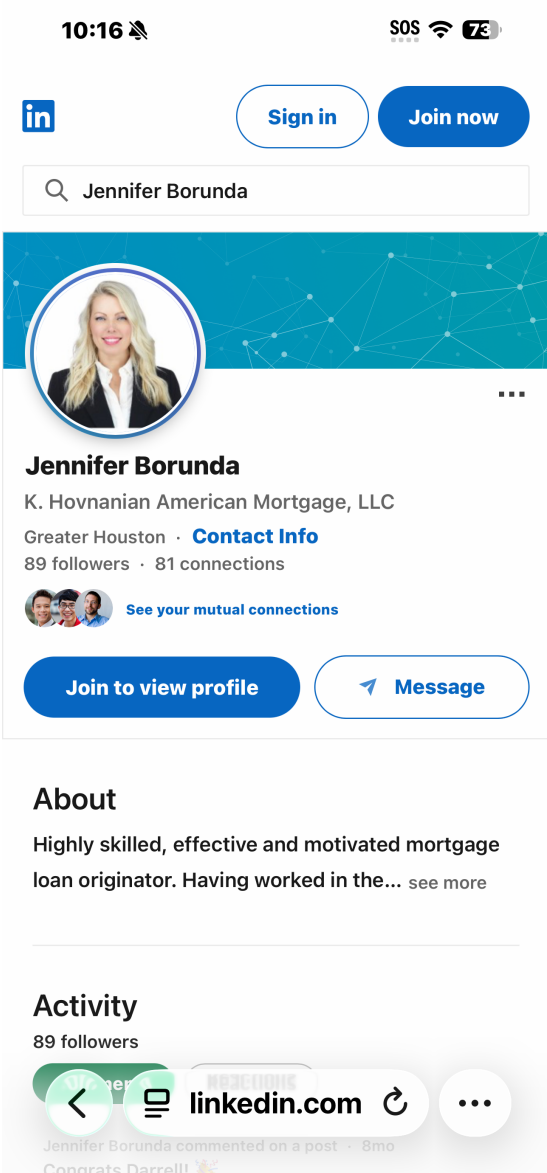
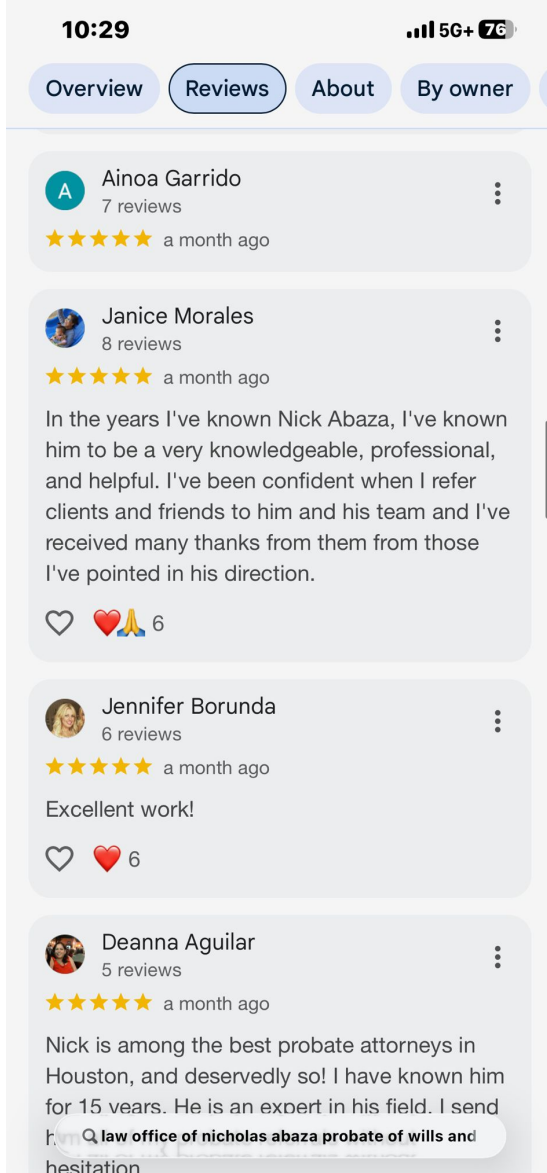
IV-E. REVIEW EVIDENCE FROM THE FTC PACKAGE

The FTC complaint materials supplied with this grievance preserve screenshots and allegations concerning **self-review**, **family-connected** review activity, co-attorney family reviews, **peer-lawyer reviews**, **cross-reviews**, review clusters, and negative-review challenges. These are investigative leads. The State Bar should not assume every favorable review is false; it should determine authorship, actual client status, material relationships, whether disclosures were made, and whether Abaza or a vendor solicited, drafted, supplied, or managed the reviews.

- **Self-review:** the FTC package identifies a Law Office of **Nicholas Abaza** / “Nicholas A.” review history and an alleged review referring to “my probate practice.”
- **Family-member reviews:** the package identifies Bennett A./Bennett Abaza as Abaza’s son and preserves a review referring to an estate issue affecting “my inheritance.” It separately lists Coco A. as

another family-associated reviewer. The Bar should verify both relationships and whether any review reflected an actual client transaction.

- **Co-attorney family/insider review:** the package identifies Jennifer Borunda/Jennifer Waters, described there as **Jorge Borunda's** wife, as reviewing Abaza and Borunda-related businesses. The issue is whether consumers were told of the relationship.
- **Cross-review evidence:** the package preserves reviewers who posted praise across Abaza, Trevino, Borunda, or associated profiles, including substantially similar language. The Bar should compare dates, account histories, relationships, and source communications.
- **Peer-lawyer review evidence:** the package includes Deanna Aguilar / The Aguilar Law Firm review activity. A peer endorsement is not automatically improper, but its presentation as an ordinary consumer review can be misleading if the professional relationship is material and undisclosed.
- **Review suppression / reputation management:** the FTC package includes Avvo dispute/rejection notices and Yelp filtered/not-recommended review evidence. The issue is whether negative former-client reviews were selectively challenged while favorable insider, family, self, reciprocal, or peer reviews were encouraged or preserved.

 10:16 Sign in Join now Search Jennifer Borunda Jennifer Borunda K. Hovnanian American Mortgage, LLC Greater Houston · Contact Info 89 followers · 81 connections See your mutual connections Join to view profile Message About Highly skilled, effective and motivated mortgage loan originator. Having worked in the... see more Activity 89 followers Jennifer Borunda commented on a post · 8mo Congrats Darrell!	 10:29 Overview Reviews About By owner Ainoa Garrido 7 reviews ★★★★★ a month ago Janice Morales 8 reviews ★★★★★ a month ago In the years I've known Nick Abaza, I've known him to be a very knowledgeable, professional, and helpful. I've been confident when I refer clients and friends to him and his team and I've received many thanks from them from those I've pointed in his direction. 6 Jennifer Borunda 6 reviews ★★★★★ a month ago Excellent work! 6 Deanna Aguilar 5 reviews ★★★★★ a month ago Nick is among the best probate attorneys in Houston, and deservedly so! I have known him for 15 years. He is an expert in his field. I send law office of nicholas abaza probate of wills and hesitation.
Figure 1. Jennifer Borunda identity evidence preserved in the FTC package; relevant to the alleged undisclosed co-attorney/family relationship.	Figure 2. Google review activity including Jennifer Borunda and other reviewers; the Bar can determine actual client status and relationships.

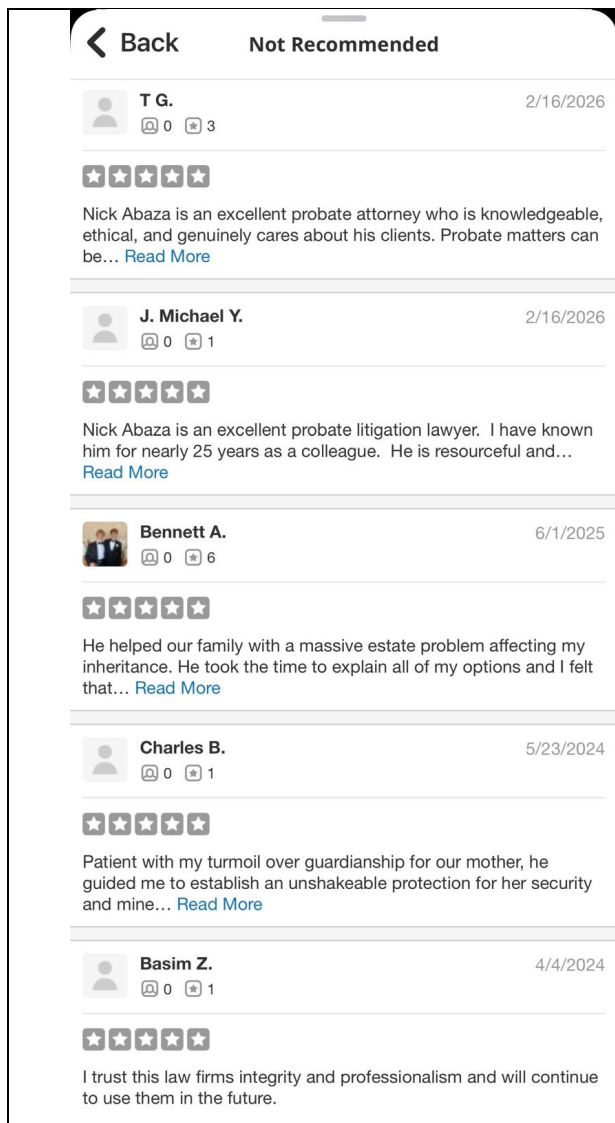


Figure 3. Yelp/FTC exhibit containing a Bennett A. review. The FTC package identifies Bennett A. as Abaza's son and quotes the review as referring to an estate matter affecting "my inheritance."

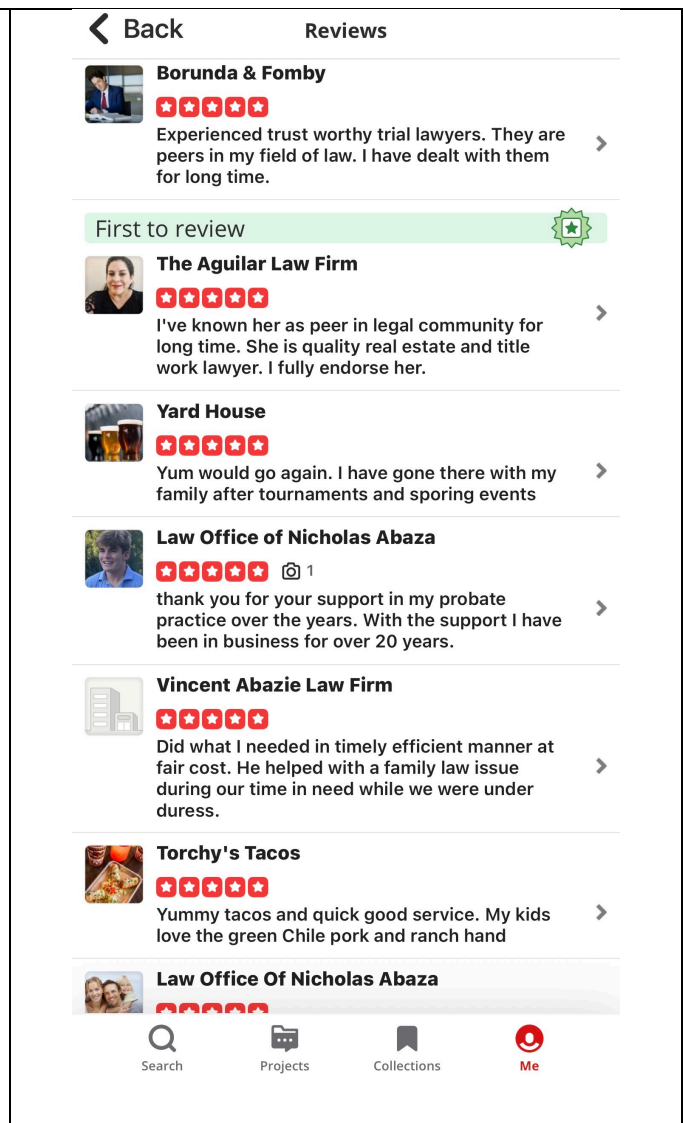


Figure 4. Yelp/FTC exhibit showing Abaza-profile/reviewer activity cited in the package as **self-review** or family/network evidence; authorship should be independently verified.


Borunda & Fomby


Experienced trust worthy trial lawyers. They are peers in my field of law. I have dealt with them for long time.

First to review 


The Aguilar Law Firm


I've known her as peer in legal community for long time. She is quality real estate and title work lawyer. I fully endorse her.


Yard House


Yum would go again. I have gone there with my family after tournaments and sporting events


Law Office of Nicholas Abaza
  1

thank you for your support in my probate practice over the years. With the support I have been in business for over 20 years.

Figure 5. FTC exhibit showing The Aguilar Law Firm and Law Office of **Nicholas Abaza** in the same review history; relevant to peer-lawyer/**cross-review** evidence.

Law Office of Nicholas Abaza
 2444 Times Blvd Suite 270, Houston, TX 77005, United States
[Write a review](#)

4.4  43 reviews ⓘ


Deanna Aguilar
 Local Guide · 45 reviews
 a month ago

Mr. Abaza has been a highly successful and tremendously respected attorney in Houston for over 25 years. His expertise in will contests, probate, and estate planning are second to none. If you have an issue with an estate, call Nick. He will handle your case expeditiously and with ethical professionalism.

   6 


Deanna Aguilar
 5 reviews
 a month ago

Nick is among the best probate attorneys in Houston, and deservedly so! I have known him for 15 years. He is an expert in his field. I send him all of my probate referrals without hesitation.

   10 

Figure 6. Two Deanna Aguilar Google reviews displayed on the Abaza profile. The Bar should determine whether these were client reviews, peer endorsements, or professional-associate reviews.

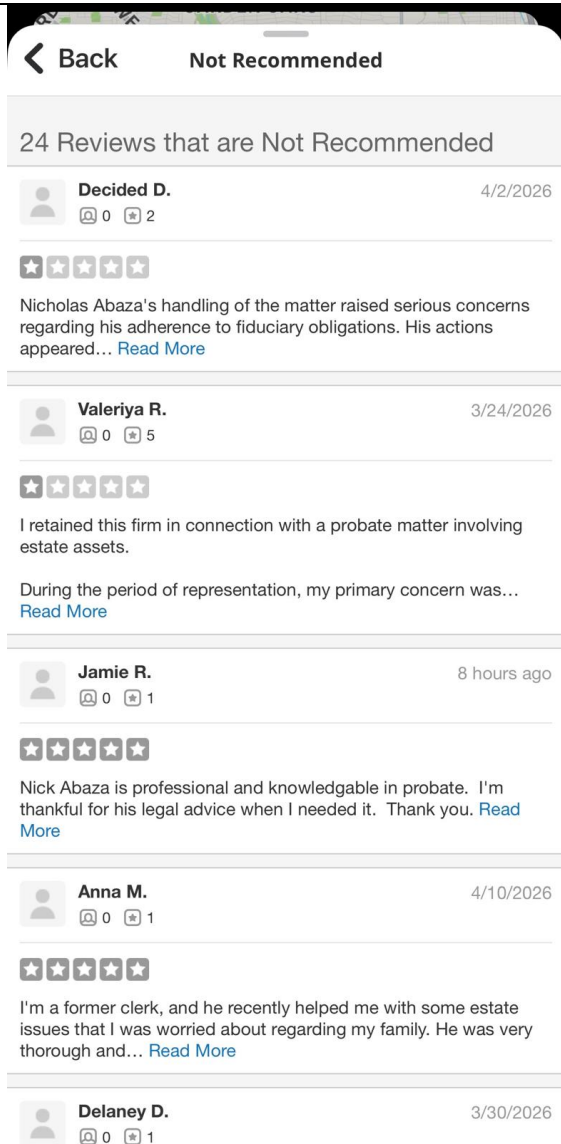


Figure 7. Yelp “Not Recommended” review evidence preserved in the FTC complaint; relevant to **review suppression** and **selective-challenge** allegations.

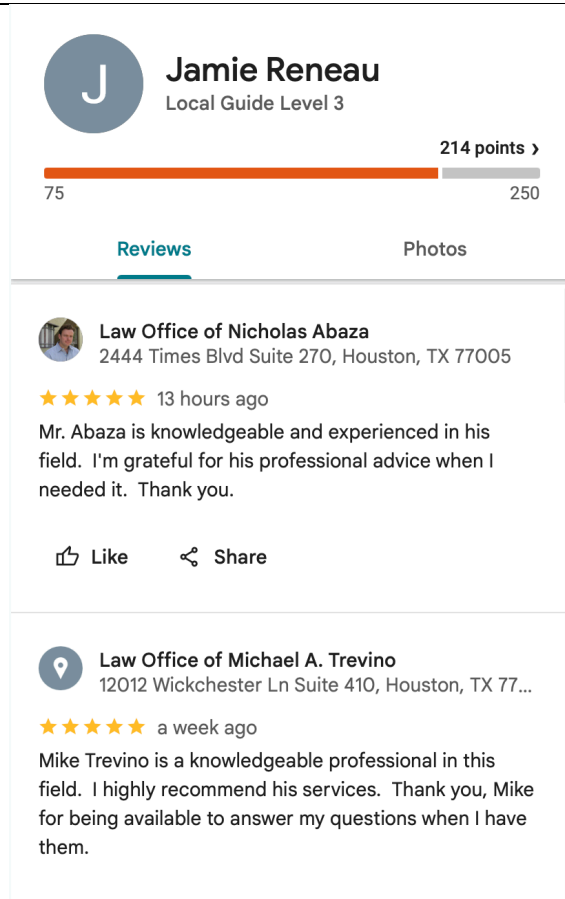


Figure 8. Jamie Reneau review comparison on Abaza and **Michael Trevino** profiles using very similar praise; relevant to **cross-review** evidence.

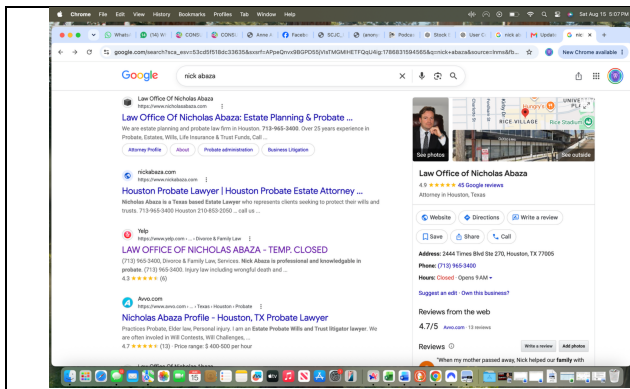


Figure 9. August 2026 Google search/profile capture showing 45 Google reviews and a near-five-star rating.

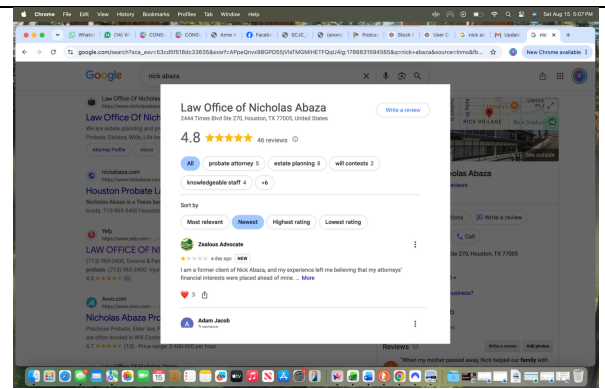


Figure 10. August 2026 Google review-panel capture showing 46 reviews and a newly posted one-star former-client review in the "Newest" view.

IV-E-1. DOCUMENTARY REVIEW EXHIBITS — SELF-REVIEW, FAMILY-LINKED REVIEWS, REVIEW GROWTH, AND DISSATISFIED CLIENT EVIDENCE

The screenshots below are submitted as documentary leads that substantially strengthen the review-manipulation portion of this grievance. They should not be treated as conclusive proof of account ownership or family relationship merely because a display name appears on a platform. The State Bar can authenticate the accounts, IP/account histories, profile managers, timestamps, client status, and review-removal records directly from Google, Yelp, and the relevant social-media platforms.

The most important public-protection question is whether favorable five-star reviews that appeared to be ordinary client endorsements were in fact authored, solicited, coordinated, or amplified by Nicholas Abaza himself, his law office, family members, professional associates, or other insiders—and whether genuine negative former-client reviews were simultaneously challenged, filtered, removed, or made harder for consumers to see.

The family-linked evidence is particularly significant because a grieving probate consumer reasonably reads a five-star review as an independent signal of client experience unless a relationship is disclosed. A spouse, child, relative, employee, co-counsel, or business associate may sincerely hold a favorable view, but the undisclosed relationship materially changes what the endorsement means to a prospective client.

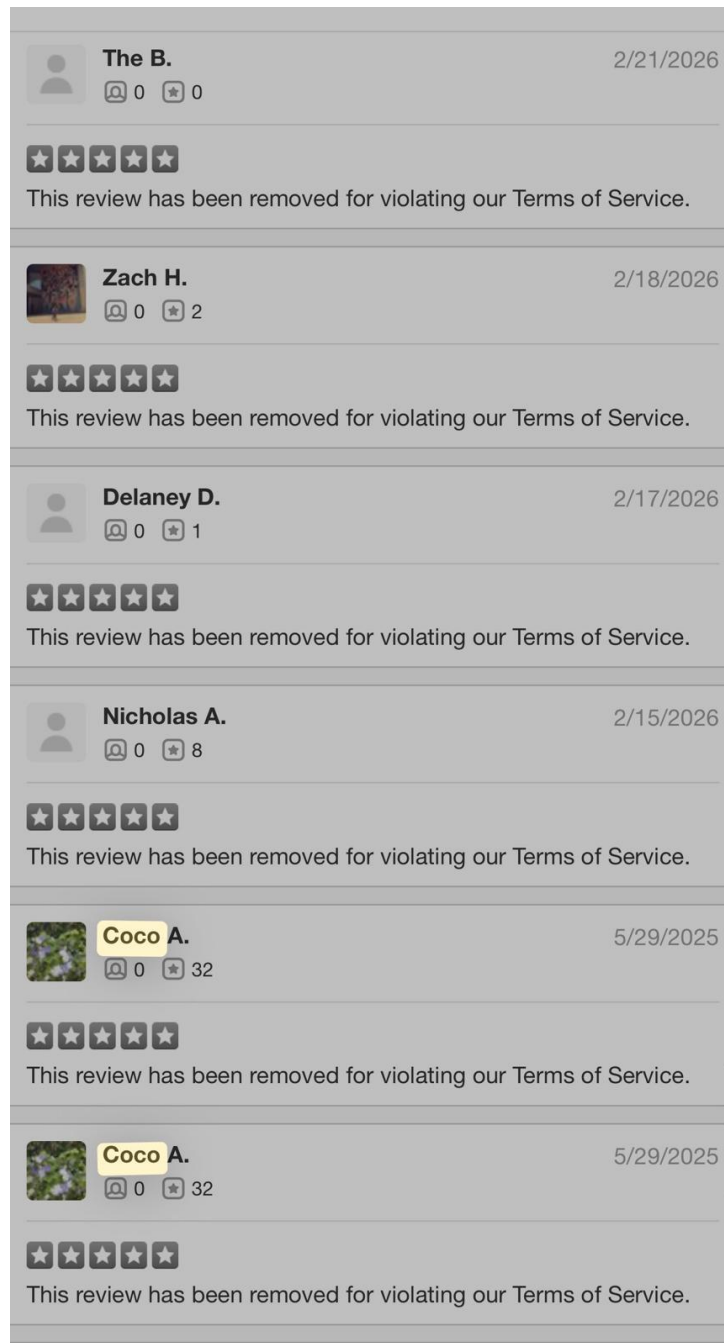


Exhibit R-1 — Yelp “Not Recommended” screenshot submitted by complainant. It shows multiple removed five-star entries, including “Nicholas A.” and “Coco A.” The complainant identifies these as potential self/family-linked reviews. The State Bar should authenticate account ownership, client status, relationship, and removal history directly with Yelp.

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 fukkking 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 dissappointed. 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 fukkking 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 R-2 — Public comments attributed to John McKinney, dated June 24, 2026, expressing dissatisfaction with the representation, delay, distributions, mineral-rights issues, and the amount of money he says he received. The screenshot should be authenticated and compared with the Estate of John M. McKinney, Jr. file, fee records, settlement/accounting records, and communications with Nicholas Abaza and Jorge Borunda.

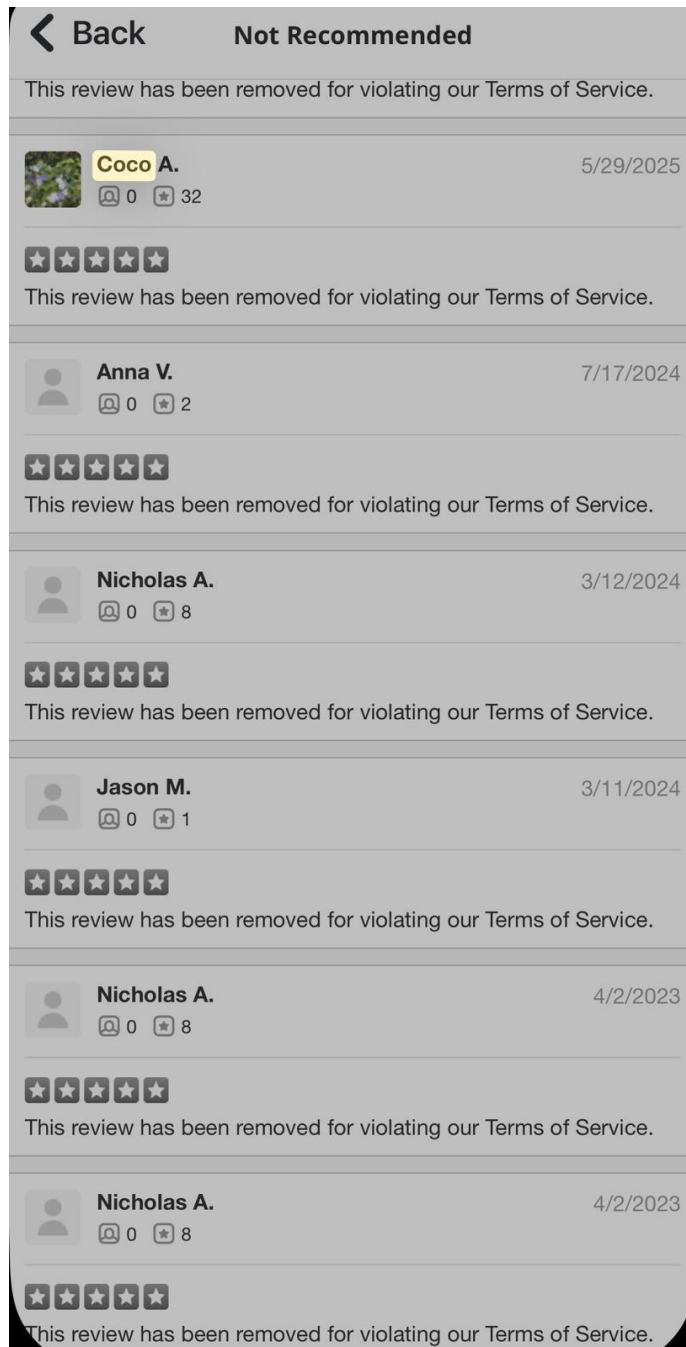


Exhibit R-3 — Additional Yelp “Not Recommended” screenshot showing “Nicholas A.” entries and “Coco A.” among removed five-star reviews. This is potential self/family-linked review evidence; authorship and relationship should be verified through platform records rather than assumed from display names alone.

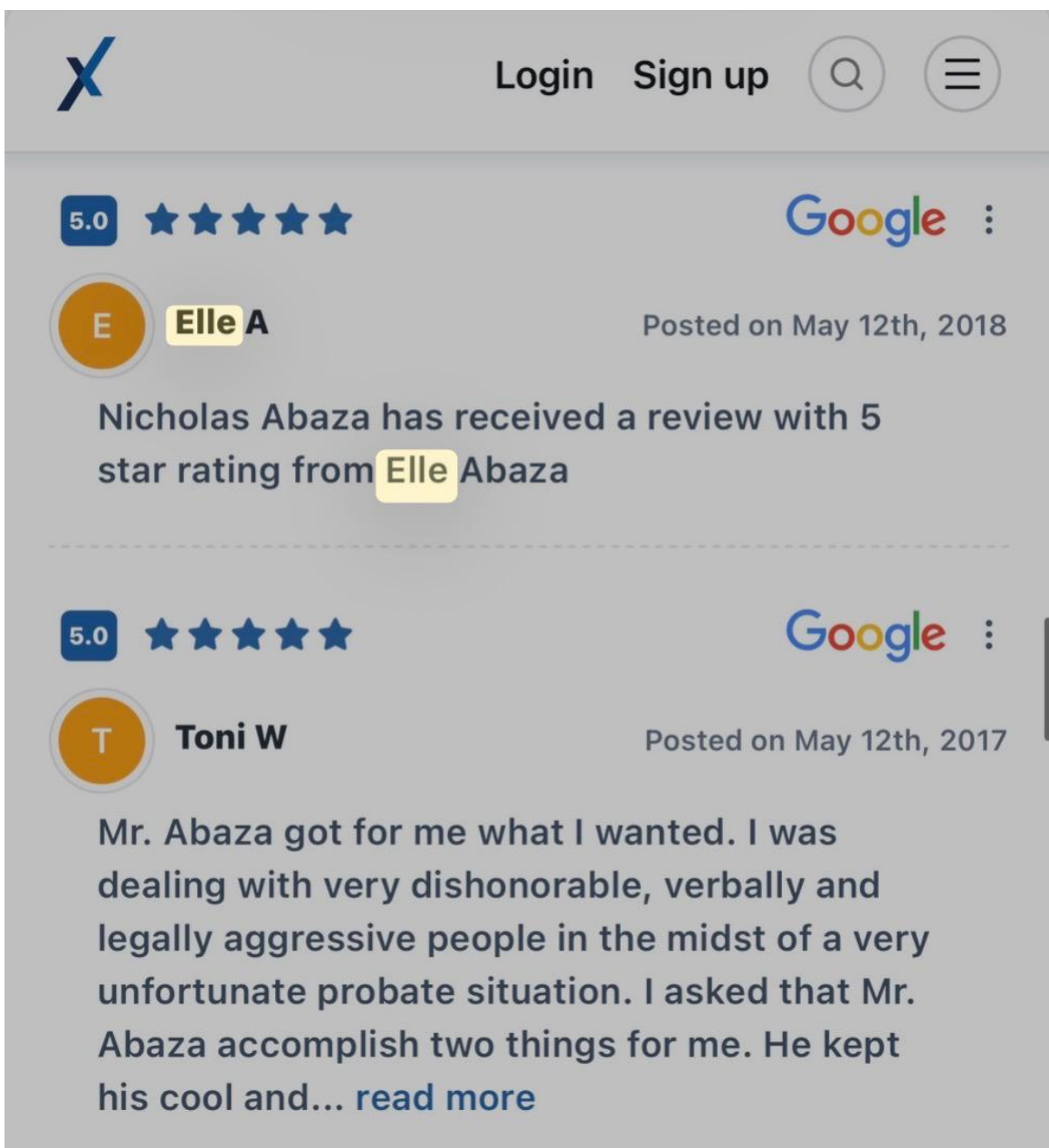


Exhibit R-4 — Screenshot of a five-star Google review displayed under the name “Elle Abaza.” The complainant identifies Elle Abaza as a family member of Nicholas Abaza. The shared surname and review should be authenticated; the State Bar should determine whether the reviewer was an actual client and whether the relationship was disclosed.

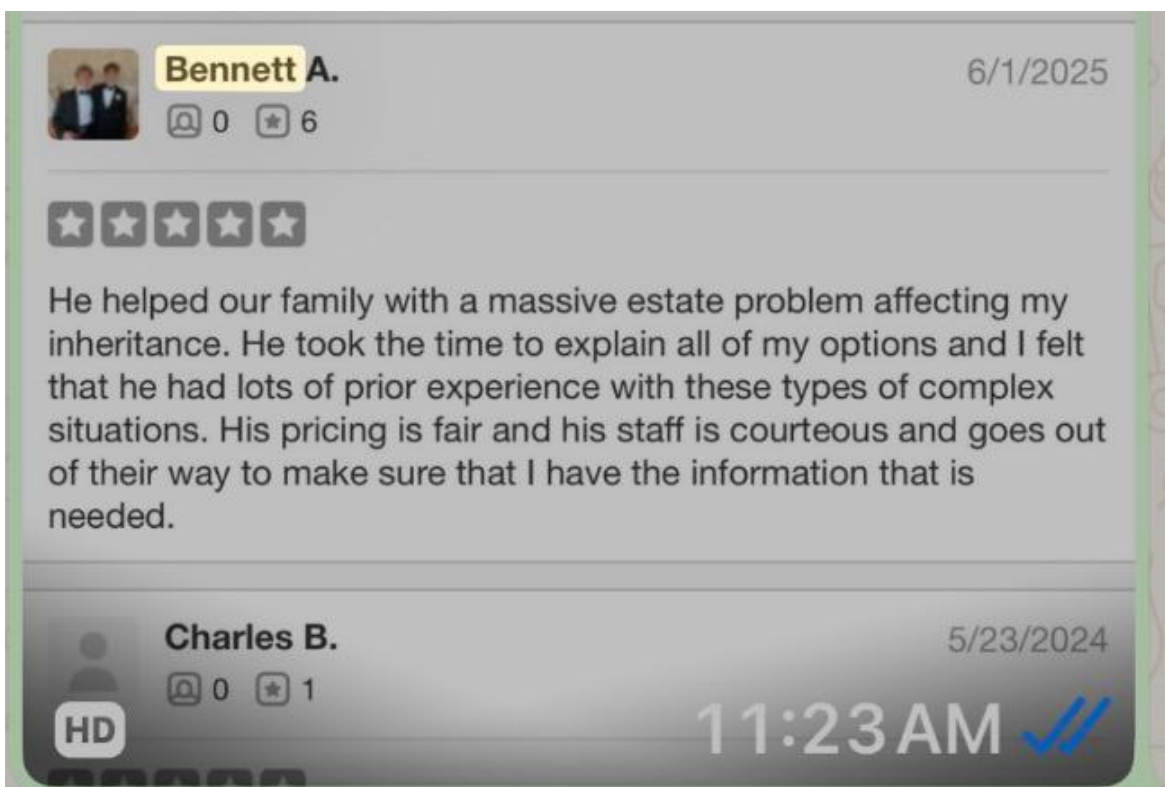


Exhibit R-5 — Yelp review under “Bennett A.” stating that Abaza helped “our family with a massive estate problem affecting my inheritance,” praising experience and pricing. The complainant identifies Bennett A. as Bennett Abaza and as a family member. The review date and family-reference language make client status, relationship, solicitation, and the matter being referenced important subjects for authentication.

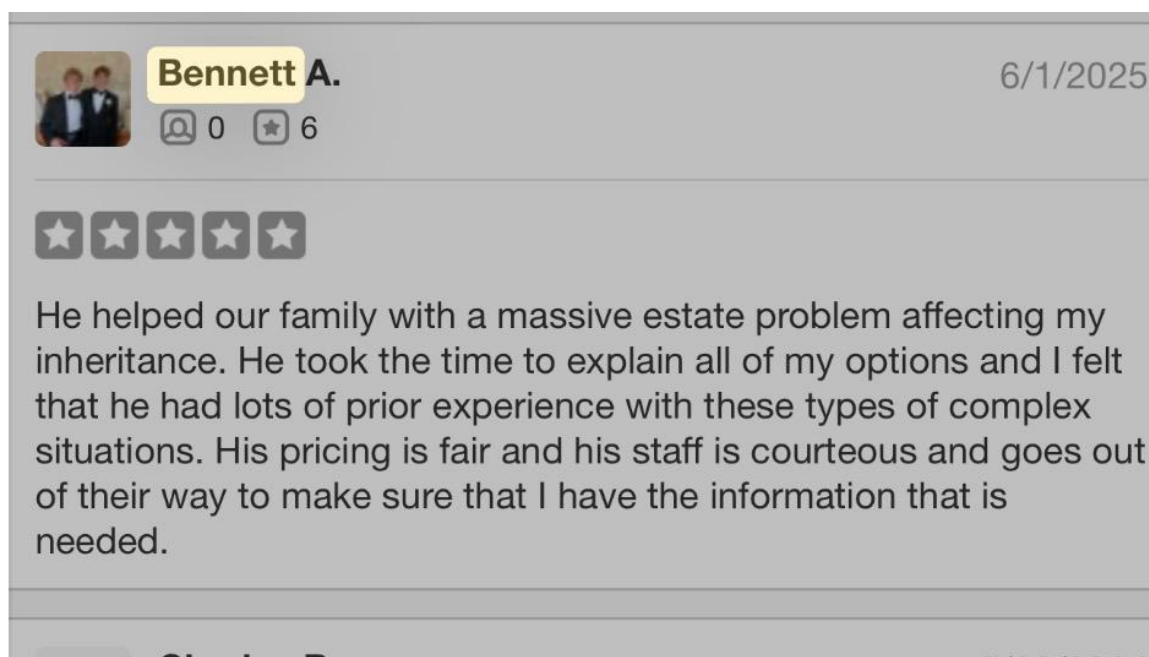


Exhibit R-6 — Alternate capture of the “Bennett A.” Yelp review. The complaint asks the State Bar to determine why the review was filtered or removed, who controlled the account, and whether the reviewer was a genuine independent client or a family-connected reviewer.

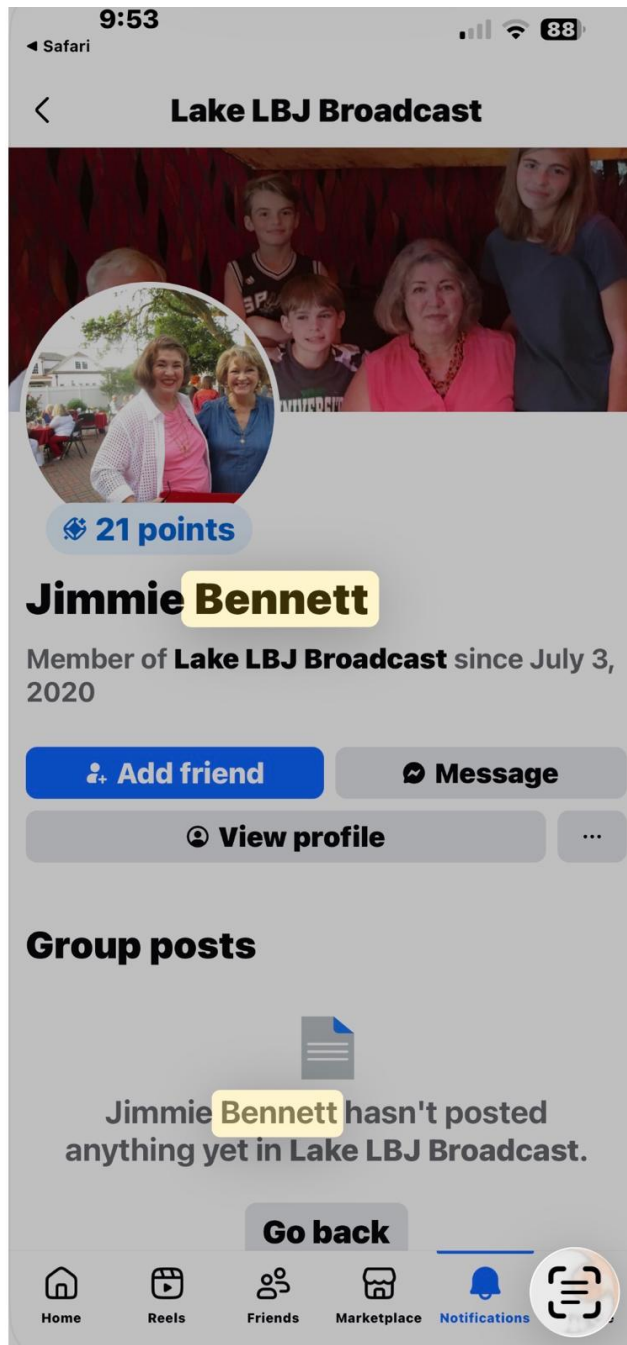


Exhibit R-7 — Facebook profile screenshot submitted by complainant to support the asserted identity of “Jimmie Bennett.” The complaint should treat this as corroborative identity evidence only and ask investigators to authenticate the relationship rather than infer it solely from a photograph.

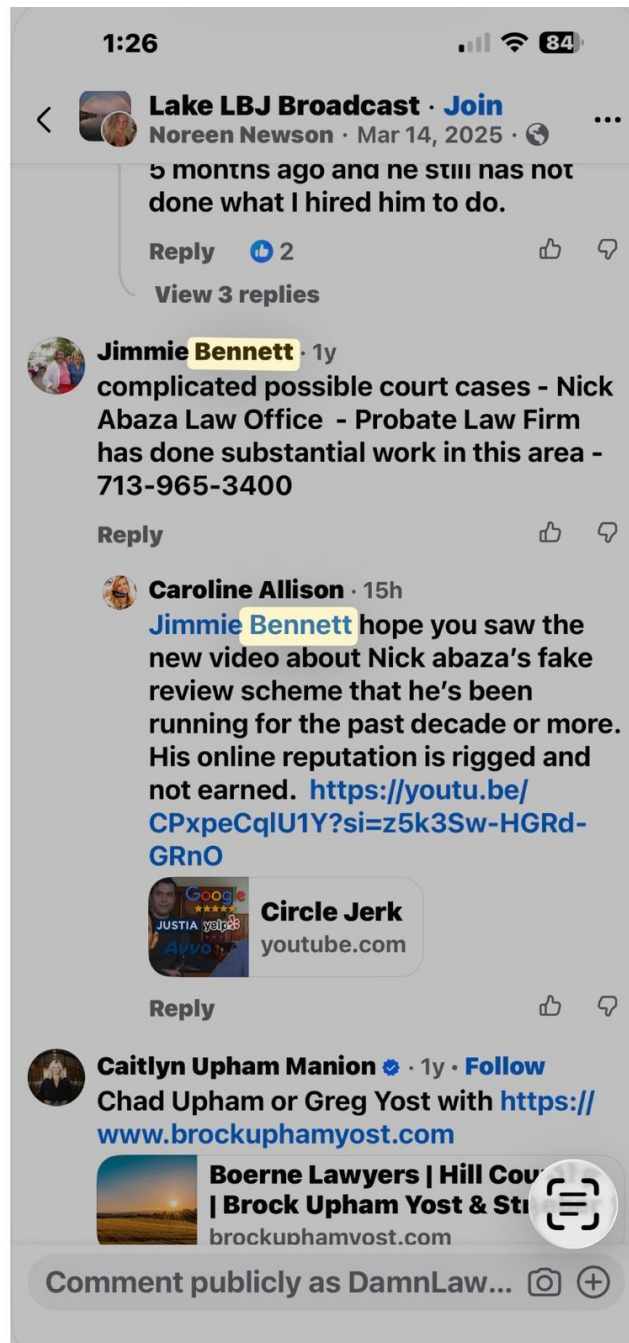


Exhibit R-8 — Facebook comment under the name “Jimmie Bennett” recommending “Nick Abaza Law Office - Probate Law Firm” and listing the firm phone number. The complainant offers this as corroboration of family-linked promotion. The State Bar should verify the account holder, relationship, and whether the promotion was solicited or coordinated.

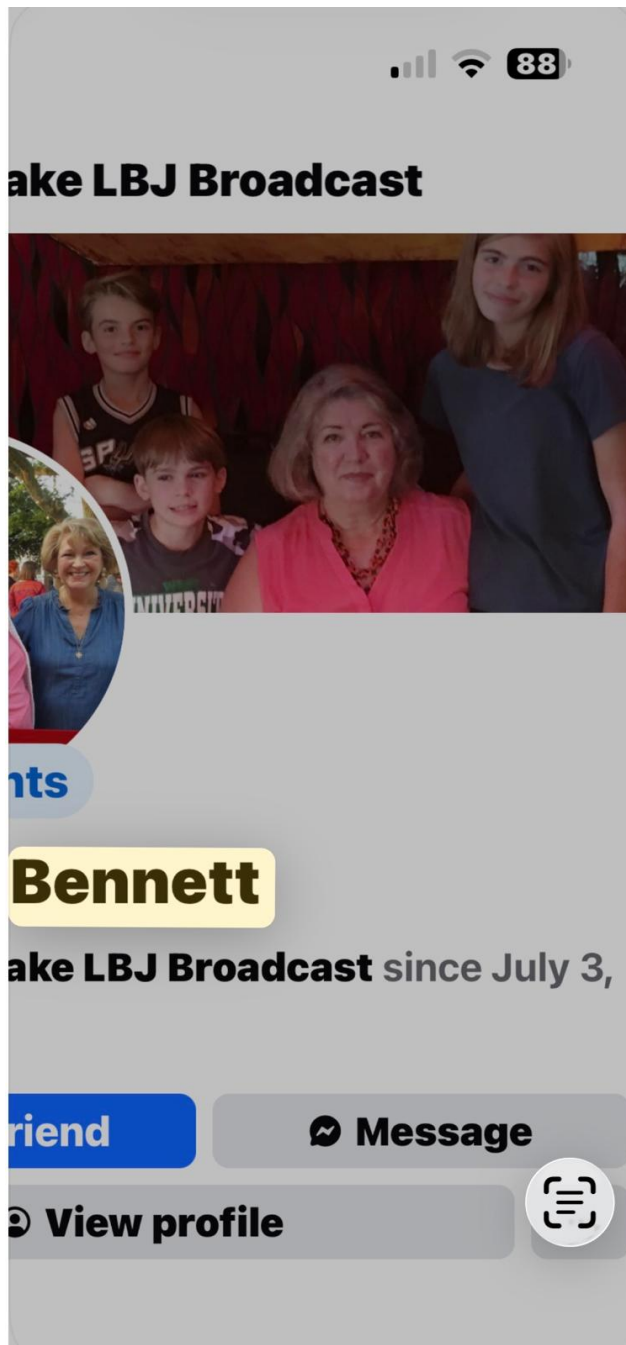


Exhibit R-9 — Additional Facebook profile capture supplied to corroborate the identity evidence associated with the “Jimmie Bennett” account. It should be treated as an investigative lead, not conclusive proof of account ownership or family relationship without platform or sworn verification.

April 17
12:50 AM

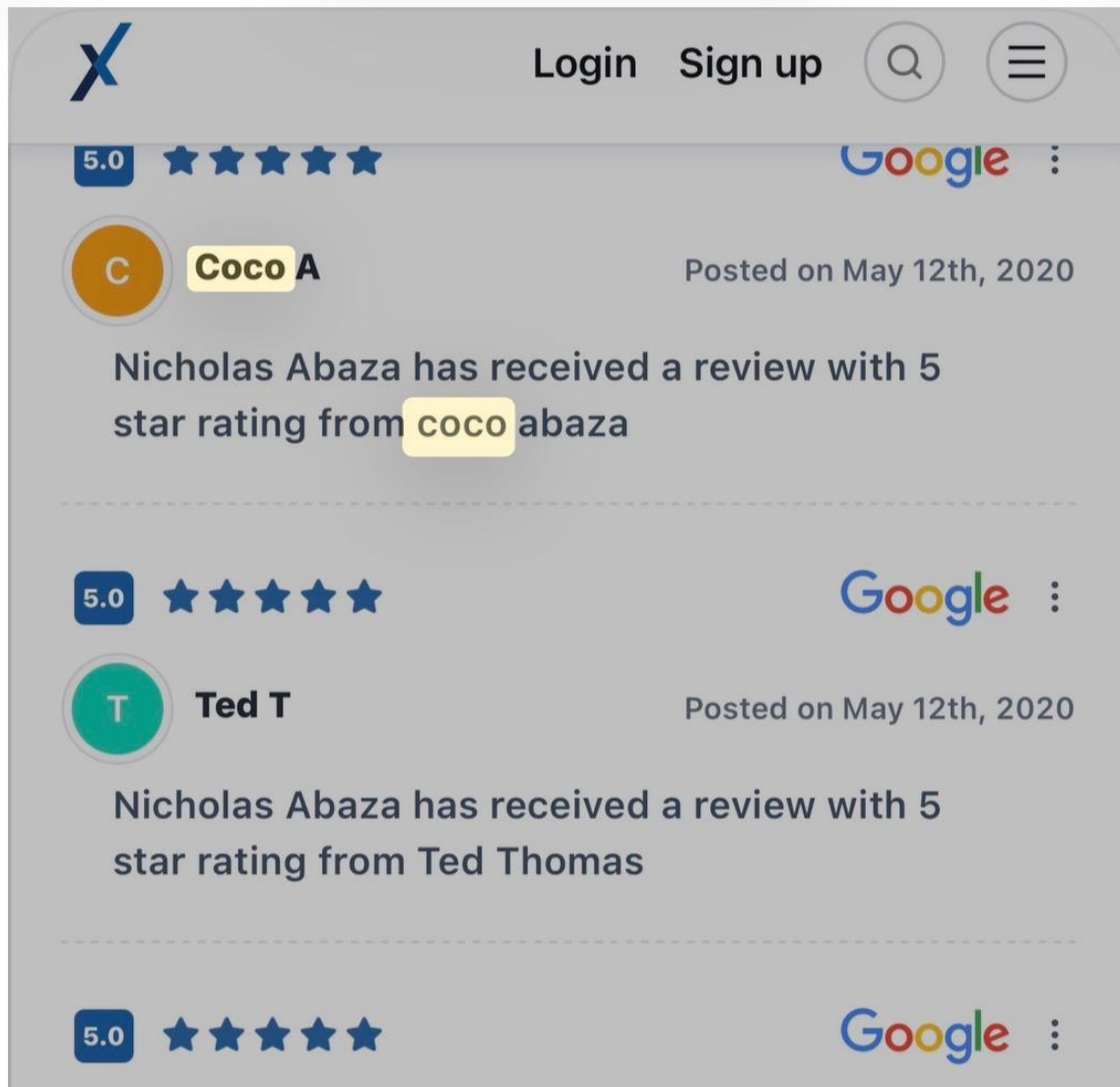


Exhibit R-10 — Screenshot of a five-star review under “Coco A.” The complainant identifies this account as family-connected to Nicholas Abaza. The Bar should verify the reviewer’s identity, whether the reviewer was a client, and whether a family relationship was disclosed to consumers.

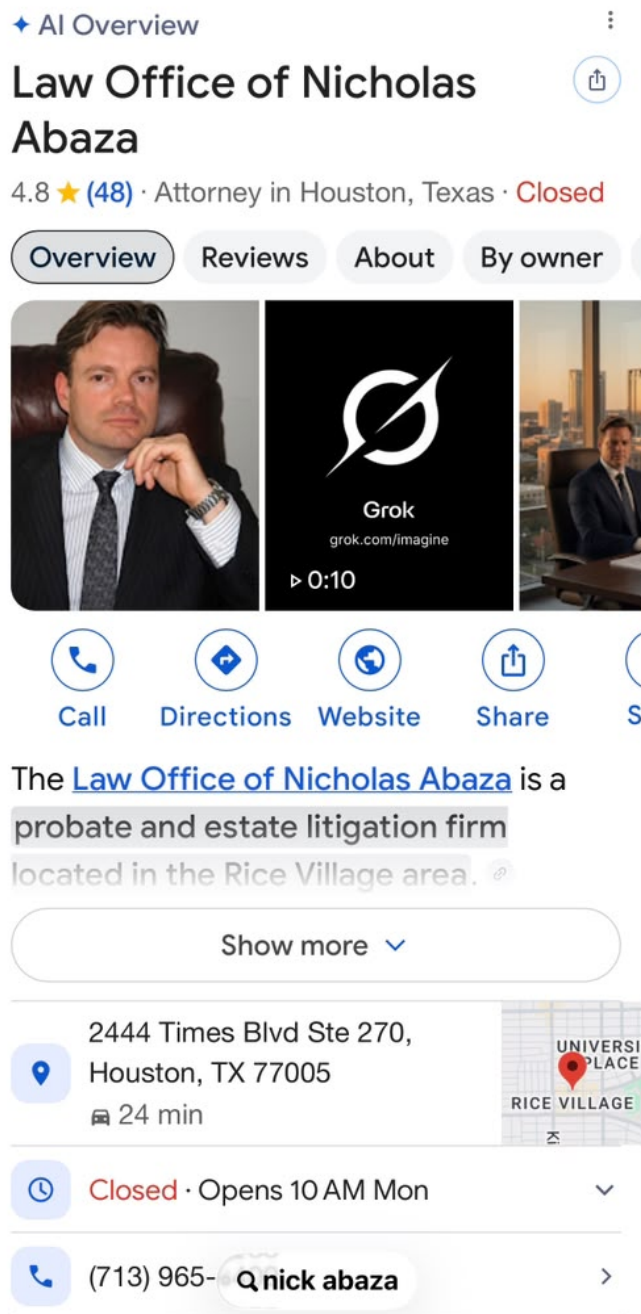


Exhibit R-11 — Submitted Google profile capture showing the Law Office of Nicholas Abaza at 4.8 stars with 48 reviews. The complainant states an earlier January 2026 capture showed approximately 22 reviews. The increase itself does not prove review fraud; it provides a concrete timeline for the State Bar to obtain Google review-history and profile-management records and test whether review growth was organic, solicited, coordinated, or associated with negative-review disputes.

←  **Zealous Advocate**
Local Guide · 1 review

★☆☆☆☆ a month ago

I am a former client of Nick Abaza, and my experience left me believing that my attorneys' financial interests were placed ahead of mine.

I have tried more than once to post an honest review about what happened in my case, only to see my reviews removed. That is especially troubling because consumers should be able to hear directly from actual clients—not just friends, colleagues, business associates, or others posting glowing reviews.

My concerns go far beyond online reviews. In my case, what began as an hourly representation turned into extraordinarily expensive, high-conflict litigation involving my stepmother. In my view, opportunities to de-escalate the dispute were not handled in my best interest. I later learned information that led me to believe my stepmother had

Q law office of nicholas abaza houston reviews

Exhibit R-12 — Former-client Google review posted August 14, 2026 under “Zealous Advocate,” identifying the reviewer as a former client of Nick Abaza and describing concerns about attorney financial interests, removed reviews, high-conflict probate litigation, and alleged lost opportunities to de-escalate. The allegations are the reviewer’s account and should be tested against the case file.

been prepared to settle, yet I was not told that at the time.

Jorge Borunda also converted the representation from hourly billing to a contingency arrangement. I was not referred to independent counsel before agreeing to that change. The resulting fee arrangement ultimately gave the lawyers a financial claim against portions of the estate settlement, creating what I believe was a serious conflict between maximizing my recovery and maximizing their fee.

When a dispute later arose over the legal fees, the matter went to arbitration. I subsequently learned of relationships and circumstances involving arbitrator Anne Ashby that, in my opinion, should have been disclosed before the arbitration proceeded. Those issues, along with the handling of our underlying litigation and attorney fees, have since been examined publicly in Wayne Dolcefino's Damn Lawyers investigative series.

Q law office of nicholas abaza houston reviews

Exhibit R-13 — Continuation of the August 14, 2026 former-client review, discussing the change from hourly billing to a contingency arrangement, lack of independent-counsel referral as alleged by the reviewer, and later arbitration/conflict concerns.

attorney fees, have since been examined publicly in Wayne Dolcefino's Damn Lawyers investigative series.

From my perspective as the client, the pattern was deeply disturbing: negative reviews disappearing, litigation escalating instead of resolving, a fee structure becoming more lucrative for the attorneys, critical settlement information allegedly not reaching me when I needed it, and ultimately an arbitration process that I have challenged because of undisclosed-conflict concerns.

Anyone considering hiring this firm should do more than look at the star rating. Watch the Dolcefino investigation, read the underlying court filings, ask detailed questions about billing and conflicts, and make your own informed decision.

Lastly, I am posting many of the fake reviews that I discovered that Nicki Abaza has posted in the past.

Q law office of nicholas abaza houston reviews

Exhibit R-14 — Continuation of the August 14, 2026 former-client review, alleging escalation, fee incentives, withheld settlement information, and arbitration concerns. The review urges prospective clients to examine court filings and make their own decisions.

allegedly not reaching me when I needed it, and ultimately an arbitration process that I have challenged because of undisclosed-conflict concerns.

Anyone considering hiring this firm should do more than look at the star rating. Watch the Dolcefino investigation, read the underlying court filings, ask detailed questions about billing and conflicts, and make your own informed decision.

Lastly, I am posting many of the fake reviews that I discovered that Nicki Abaza has posted in the past.

I am also putting a date and timestamp of Friday, August 14, 2026 at 10:51 AM. I am doing this as a notation because I'm going to save the review and put it in the archives to submit to the Attorney General of Texas and the FTC. It is fraudulent to remove real client reviews. And the state bar prohibits this.



Q law office of nicholas abaza houston reviews

Exhibit R-15 — Final portion of the August 14, 2026 former-client review, stating that the reviewer was preserving screenshots for regulatory submission and alleging that real-client reviews had been removed. Platform records are needed to determine what was reported, removed, reinstated, or moderated and by whom.

ANALYTICAL SIGNIFICANCE — SELF-REVIEW. The repeated “Nicholas A.” entries and the previously documented law-office review referring to “my probate practice” justify a direct authentication request. If Nicholas Abaza or his business account reviewed his own legal practice without clear disclosure, the State Bar should determine whether the conduct created a materially misleading consumer impression.

ANALYTICAL SIGNIFICANCE — FAMILY-LINKED REVIEWS. The Bennett, Elle, Coco, and related screenshots should be cross-checked against family relationships, age at posting, client files, billing records, and solicitation communications. The issue is not whether relatives may support a family member. The issue is whether a lawyer knowingly benefited from reviews presented to the public as independent client endorsements when the reviewer was actually a relative or insider.

ANALYTICAL SIGNIFICANCE — REVIEW GROWTH. The submitted review-count screenshot should be compared with historical Google captures. A jump in review volume is not itself misconduct. But if the timing

clusters around negative former-client reviews, public investigations, or reputation crises, the Bar should determine whether a review-generation campaign was used to dilute or bury critical client feedback.

ANALYTICAL SIGNIFICANCE — DISSATISFIED CLIENTS. John McKinney's public comments are particularly important because the related case tracker identifies John R. McKinney as a client represented by Nicholas Abaza and Jorge Borunda in the Estate of John M. McKinney, Jr., Cause No. 485030. The comments allege years of delay, dissatisfaction with distributions, and missing or unresolved property/mineral-rights issues. These are allegations, not findings, but they provide a specific former/current-client lead the Bar can interview and compare to the file.

Rosalind Kinney should be treated separately. The related case tracker identifies Rosalind Kinney in the Estate of Alvin M. Kinney, Cause No. 443176, as represented by Jorge Borunda and Orjanel Lewis in an uncontested heirship/administration. The materials presently supplied in this batch do not establish a dissatisfied Rosalind Kinney review of Nicholas Abaza. I therefore do not attribute such a review to Abaza without additional documentation. If a Rosalind review screenshot is available, it should be added and authenticated in the same manner.

IV-F. WHY THIS MARKETING EVIDENCE BELONGS INSIDE THE FIDUCIARY-DUTY GRIEVANCE

The marketing is how the client enters the relationship. The **fiduciary duty** is what should protect the client after entry. The unifying theme remains **fee harvesting**. The grievance alleges that a favorable online reputation attracted clients; **contingency marketing** and litigation-first advice increased the economic value of conflict; the lawyers then owed duties of loyalty, candor, and full disclosure; and when the former clients challenged the lawyers, **arbitration as a shield for lawyer misconduct** allegedly made accountability private, expensive, and extraordinarily difficult to review. The false-advertising evidence therefore bears directly on reliance, **informed consent**, and the alleged **breach of fiduciary duty** described throughout the remainder of this grievance.

IV-G. FALSE-ADVERTISING INVESTIGATIVE REQUESTS

- Obtain complete Google, Yelp, Avvo, and other platform histories: reviews, edits, removals, disputes, flags, verification requests, profile managers, and communications with support.
- Identify reviews authored by Abaza, the law office, **family members**, employees, contractors, co-counsel, spouses/family of co-counsel, office-sharing professionals, referral partners, peer lawyers, or reputation-management vendors.
- Specifically verify the reviewer identities and relationships reflected in the FTC materials, including Bennett A./Bennett Abaza, Coco A., Jennifer Borunda/Jennifer Waters, Deanna Aguilar, and the "Nicholas A." / law-office review activity.
- Obtain SEO, PR, review-generation, and reputation-management contracts and invoices and compare them to review dates, article dates, award promotions, and negative-review disputes.
- Cross-reference the existing press-release schedule in this grievance with the **five-site** SEO strategy and review timeline to determine whether consumers were presented with coordinated publicity that appeared independent.

IV-H. THE CONNECTION POINTS: HOW FALSE ADVERTISING CAN BECOME FEE HARVESTING AND AN ARBITRATION SHIELD

The State Bar should evaluate the allegations in this grievance as one connected consumer-protection pathway, not as isolated marketing, fee, settlement, review, and arbitration disputes. The central allegation is a **PATTERN OF DECEPTION**: a consumer is first influenced by **FALSE ADVERTISING, FIVE-STAR FAKE REVIEWS, FAKE PROFILES**, a **five-site** internet ecosystem, attorney-generated publicity, and success-heavy messaging. Those signals can create confidence before the consumer has enough independent information to test whether the lawyer's advice is candid, balanced, or financially aligned with the client.

That confidence matters because a lawyer holds an information advantage that an ordinary member of the public does not. A probate client often does not know how to evaluate capacity evidence, trust restrictions, no-contest risk, tax consequences, settlement economics, arbitration, or the lawyer's own financial incentives. If the lawyer's public reputation is materially inflated through **FAKE REVIEWS** or selective

REVIEW SUPPRESSION, the client may be less likely to question **PRESSURE TACTICS**, **BAD ADVICE**, or omissions that would otherwise cause the client to seek a second opinion.

The alleged sequence is therefore critical: **FALSE ADVERTISING** and **FIVE-STAR FAKE REVIEWS** create trust; litigation-first messaging and **CONTINGENCY FEE** marketing make a high-conflict case appear to offer substantial upside with limited downside; material risks are underemphasized; the lawyer acquires a percentage interest in the outcome; **SELF-DEALING** and **FEE HARVESTING** concerns intensify; the client is pushed toward settlement or continued litigation; **FINANCIAL LOSSES** and **FAMILY DEVASTATION** follow; and when the client later challenges the lawyer, the **ARBITRATION CLAUSE** can function as a **SHIELD FOR MISCONDUCT** by moving the dispute into a private forum with narrow judicial review.

The marketing analogy is especially important. The website ecosystem can create the practical impression that a probate contest is comparable to “hitting the lottery”: large recoveries, **trust-busting**, winning, and contingency access are repeatedly visible. What is not given equal prominence is that a client can lose valuable inheritance rights, incur taxes and professional fees, freeze or liquidate assets, fracture a family, spend years in litigation, and still face the lawyer’s own multimillion-dollar fee claim. That imbalance is the core **FALSE ADVERTISING** and **DECEPTIVE TRADE PRACTICES** concern presented for investigation.

The same link should be tested against actual client decision-making. I contend that I trusted the lawyers in part because their online reputations made them appear unusually successful and widely endorsed. The grievance asks whether that confidence prevented me from detecting that the advice being given was incomplete, conflicted, or driven by the lawyers’ **CONTINGENCY FEE** economics. The State Bar should also compare the Kuhnle family’s reported reliance on five-star reputation signals and the complaints of other former clients to determine whether the same consumer pathway recurred.

The issue is not that every favorable review is false, every contingency agreement is improper, or every arbitration is unfair. The issue is whether **Nicholas Abaza** knowingly used or benefited from a coordinated web-and-review strategy that materially distorted consumer perception, then used his superior legal knowledge and fiduciary position in ways that undermined client decision-making, and later benefited from an arbitration process whose conflict disclosures are themselves part of the controversy.

IV-I. FAKE PROFILES, GMAIL ACCOUNTS, AND REPUTATION MANAGEMENT: RECORDS THE BAR SHOULD DEMAND

Nicholas Abaza appears, from the materials submitted with this grievance, to be the most sophisticated internet marketer in this lawyer network. The State Bar should therefore investigate not merely individual reviews, but the infrastructure behind the reputation campaign: account ownership, review-generation vendors, SEO vendors, public-relations vendors, profile managers, and every account used to publish or manage endorsements.

The FTC/review materials identify the account known as “**Andrews Verdaux**.” The complainant has also referred to the account as “**Andrews Verdoaux**.” Rather than rely on spelling or inference, the State Bar should obtain platform records sufficient to establish the exact account identity, associated email addresses, recovery email addresses, telephone numbers, devices, IP records where legally available, and any relationship to Abaza, his firm, employees, family members, co-counsel, vendors, or office-sharing professionals.

- Require Abaza and the Law Office of **Nicholas Abaza** to identify every Google/Gmail account, Google Business Profile manager account, Yelp account, Avvo account, review platform account, and social-media account that Abaza, his employees, contractors, family members, or marketing vendors used to post, solicit, edit, dispute, flag, respond to, or manage reviews concerning Abaza or related lawyers.
- Obtain every contract, invoice, statement of work, email, text message, dashboard record, and payment record with any SEO, reputation-management, review-generation, review-removal, public-relations, press-release, “reputation defender,” lead-generation, or digital-marketing company used from 2019 through 2026.
- Determine whether any vendor or insider drafted positive reviews, supplied review language, created reviewer profiles, encouraged family or professional associates to post as consumers, or challenged negative former-client reviews while favorable insider reviews remained visible.
- Preserve and compare the full history of the **Andrews Verdaux / Andrews Verdoaux** account and any other suspected **FAKE PROFILES** across Abaza, Trevino, Borunda, and related business profiles.

- Compare review-posting dates with negative-review dates, press-release dates, media investigations, award promotions, website launches, and ranking changes to determine whether favorable review activity was part of coordinated **REPUTATION MANAGEMENT**.
- Obtain the complete account and vendor records before allowing deletion, account closure, or routine data retention policies to destroy evidence relevant to this grievance.

IV-J. ALLEGED LYING UNDER OATH / FALSE TESTIMONY: THE BAR SHOULD COMPARE SWORN TESTIMONY WITH CONTEMPORANEOUS RECORDS

The grievance also asks the State Bar to investigate whether any sworn testimony by Abaza was knowingly false or materially misleading. I use the phrases **LYING UNDER OATH**, **PROVIDING FALSE TESTIMONY**, and **FALSE TESTIMONY** as allegations requiring proof, not as adjudicated findings. The appropriate method is a side-by-side comparison of testimony with emails, engagement records, billing records, website representations, arbitration records, client communications, and testimony from other participants.

A central credibility issue is whether the clients were given a truthful account of the strength, risk, and financial status of the case while they were deciding whether to continue litigation, convert to a **CONTINGENCY FEE**, settle, or challenge their own lawyers. If contemporaneous records show that Abaza knew material facts inconsistent with what he told the clients or later stated under oath, that would bear directly on candor, fiduciary loyalty, **informed consent**, and the alleged **PATTERN OF DECEPTION**.

The Bar should specifically compare Abaza's sworn testimony concerning arbitration disclosure, malpractice insurance, fee arrangements, client communications, the professional network, review activity, and the lawyers' knowledge of **Anne Ashby's** relationships against documentary evidence and testimony from **Caroline Allison, Richard Allison, Jorge Borunda, Michael Trevino, Michael Collins**, and relevant AAA personnel.

THE LINKAGE THE BAR SHOULD TEST IS SIMPLE: **FIVE-STAR FAKE REVIEWS + FAKE PROFILES + FIVE WEBSITES + SYNDICATED SELF-PROMOTION** → FALSE CONFIDENCE → LITIGATION-FIRST ADVICE → **CONTINGENCY FEE** → **SELF-DEALING / FEE HARVESTING** → **BAD ADVICE / PRESSURE TACTICS** → **FINANCIAL LOSSES AND FAMILY DEVASTATION** → FEE CLAIM → **ARBITRATION CLAUSE TRAP** → **UNDISCLOSED CONFLICTS** → **ARBITRATION SHIELD / SHIELD FOR MISCONDUCT**. If evidence proves that sequence was knowingly engineered or exploited, the advertising cannot be separated from the alleged **BREACH OF FIDUCIARY DUTY** and **EXPLOITATION** that followed.

IV-K. WEBSITE "RECENT SUCCESSES" — THE BAR SHOULD REQUIRE CASE-BY-CASE SUBSTANTIATION

The May 5, 2026 website capture of houstonwillcontestlawyer.com records eleven "Recent Successes" attributed to Abaza Law PLLC, including claimed settlements or recoveries ranging from more than \$500,000 to more than \$8 million and a trial-team result involving an estate valued above \$10 million. The same page markets "trust busting," contingency representation, and "Numerous Million dollar recoveries." Other Abaza-controlled domains make generic claims such as "500+ clients served," "many millions recovered," and "over 50 million in probated assets" while publishing no cause numbers or client names.

The current marketed-wins tracker does not establish that the unconfirmed claims are false. It does establish a verification problem. Across the combined Trevino/Abaza/Borunda tracker, only a portion of the advertised results had been matched to confirmed court records at the time of the audit; several Abaza claims remained candidates, cluster matches, pending county-clerk searches, or absent from the Trellis search. A lawyer who chooses to market large recoveries should be able to substantiate the underlying matter, his substantial role, the gross and net result, and whether the figure represents estate value, settlement value, property valuation, or money actually received by the client.

ID	Published claim	Current research status	State Bar verification question
A-1	2023 Harris County: "Busted a Trust" with \$3M+ recovered; son v. step-mother.	Cluster candidate; exact cause not yet confirmed.	Require cause number, client identity, Abaza's role, gross vs. net recovery, fees/costs, and settlement instrument.
A-2	2022 Harris County: \$2M+ settlement for disputed common-law spouse.	Candidate match: Estate of Anthony William Bruce , Cause No. 503461.	The identified Bruce file appears primarily as probate administration; verify whether this is actually the advertised dispute before the claim is relied upon.
A-3	2023 Harris County: \$1M+ settlement for lifelong companion; alleged forgery / disputed copy of will.	Cluster candidate; exact cause not yet confirmed.	A large public result is difficult to independently evaluate without a party name, cause number, disposition, and client net recovery.

ID	Published claim	Current research status	State Bar verification question
A-4	2023 Harris County: \$750K settlement for grandchildren; undue influence/capacity.	Cluster candidate; exact cause not yet confirmed.	Require the underlying docket and settlement documentation; determine whether the amount is gross estate value, gross settlement, or net client recovery.
A-5	2022 Victoria County: \$1.5M+ settlement for grandchildren; oil & gas / alleged fiduciary breach.	Confirmed appellate match: Estate of C.E. Erwin , Victoria Cause No. 2-12,174-A; appellate No. 13-20-00301-CV; Supreme Court No. 22-0484.	Tracker states Borunda litigated the matter while Abaza markets it. Determine each lawyer's actual substantial role and whether shared credit is disclosed.
A-6	2022 Dallas County: \$500K+ will-contest settlement for estranged daughter v. step-mother.	Not located in the Trellis search used by the tracker; Dallas clerk confirmation still needed.	Absence from one database is not proof the claim is false. It does mean the firm should be able to substantiate the advertised result directly.
A-7	2021 Harris County: part of trial team that successfully challenged a will in a \$10M+ estate.	Candidate overlap with Trevino T-9; tracker identifies Barbara Bobo Arnold , Cause No. 491369, as a possible shared matter.	If Abaza and Michael Trevino are marketing the same matter, disclose the shared case rather than allowing one result to appear as multiple independent wins.
A-8	2021 Dallas: "busted a trust" with \$8M+ recovered.	Not located in the Trellis search; Dallas clerk confirmation still needed.	This is Abaza's largest advertised recovery in the May 2026 capture and warrants direct substantiation of the client, cause, judgment/settlement, fees, and net result.
A-9	2021 Harris County: \$500K+ settlement for son v. step-father over mother's will.	Two candidate causes in tracker: Glen E. Vague Jr., No. 496630, or Ben Earl Johnston , No. 498681.	Both identified dockets appear to include routine probate features. Confirm before linking either estate to the advertised contested recovery.
A-10	2021 Dallas area: \$500K settlement over disputed copy of father's will; daughter v. step-mother.	Not located in Trellis; Dallas clerk confirmation still needed.	Require documentary substantiation and check whether A-6 and A-10 are distinct matters rather than the same family dispute described twice.
A-11	2021 Matagorda County: \$500K+ recovered in "Busting a Trust" and will challenge for grandson.	Pending county-clerk identification.	Require cause number and complete disposition; the public claim gives no identifying information that permits ordinary consumers to verify it.

IV-L. SEVENTEEN-CASE COURT-RECORD AUDIT — CLIENTS, DECEDENTS, OUTCOMES, AND POTENTIAL RED FLAGS

The 17-case research list is valuable precisely because it contains both routine administrations and contested matters. The routine matters should not be treated as evidence of wrongdoing. They provide controls against which the high-conflict matters can be evaluated. The disciplinary question is whether the contested cases show recurring problems in pre-filing diligence, risk disclosure, proportionality, fee incentives, case-status advice, litigation duration, or permanent dismissals that were not adequately explained to clients.

Cause / Estate	Parties and Abaza role	Outcome / red-flag analysis
477180 — Estate of Ava J. Dittman	Client/executor Penny Lynn Wilson ; decedent Ava J. Dittman ; beneficiaries include Karen E. Page and Donna F. Morris . Nicholas Abaza handled the 2019 independent administration and also substituted into the related Sol L. Dittman estate.	Routine Ava estate closed quickly. Red flag for investigation is the cross-estate concentration: Nicholas Abaza simultaneously handled both Dittman estates, while the older Sol estate had been pending for years. The workbook also flags a possible family-connected notary and inconsistencies in property classification. These are investigation leads, not adjudicated misconduct.
491369 — Guardianship of Barbara Bobo Arnold	Abaza clients/objectors Jennifer Porcarello and Anthony Porcarello challenged the final account of guardian Van Arnold ; Charlsey Porcarello had earlier filed a competing guardianship application.	The workbook states Nicholas Abaza nonsuited Jennifer and Anthony's objections WITH PREJUDICE on January 2, 2024, with no documented personal financial recovery. The file identifies issues involving Arnold Leasing Inc. and a Rule 11 arrangement requiring explanation/repayment. Bar inquiry: what merits assessment, settlement advice, and informed-consent discussion preceded permanent abandonment?
477367 — Estate of Gunar Karl Zagars	Client Edward Craig Zagars , 40% beneficiary, against executrix/sister Belinda Skye Zagars ; decedent Gunar Karl Zagars . Nicholas Abaza represented Edward.	Estate inventory exceeded \$4.2M. The file remained active for years; Abaza eventually demanded an accounting and sought a \$1M partial distribution. This matter is important as a control: delay may have been caused by the executor rather than Abaza. The Bar should examine what Abaza did during the long period, what the client paid, and how frequently the client received written status/cost-benefit advice.
484408 — Estate of Janette Stadler	Client/applclicant Maurice P. Stadler ; decedent Janette Stadler ; family notices include Ronney F. Stadler , Gary M. Stadler , and Jeffrey T. Stadler .	The research set describes this as a routine administration. It is useful as a control case: not every Abaza probate matter is high-conflict. Compare the economics, time-to-close, and client communication in routine cases against the contested matters marketed as "estate fights" and "trust busting."
503461 — Estate of Anthony William Bruce	Applicant/administrator Tamara Bruce ; decedent Anthony William Bruce ; creditor/claimant Henry Menager ; family filing also identifies Barbara Ann Bruce . Nicholas Abaza represented the applicant side.	The marketed-wins tracker tentatively matches this cause to Abaza's advertised \$2M+ common-law-spouse settlement, but the currently identified docket materials look like probate administration. This mismatch is a major verification question: do not treat the marketing claim as substantiated until the contested proceeding and settlement are located.
466893 — Estate of Guinevere N. Seammen	Client/executor Alan Williams Nash ; decedent Guinevere N. Seammen ; family includes James Gregory Nash and Kenneth Lee Nash . Nicholas Abaza represented the executor.	The workbook flags an amended inventory that added more than \$1.47M in previously unlisted accounts, including a large account over which the executor held power of attorney. The existence of an amendment does not prove wrongdoing, but it warrants review of why the assets were omitted initially and what advice Abaza gave concerning disclosure and accounting.
465026 — Estate of George Edgar Sims	Client/executor Christopher Dewitt Sims ; decedent George Edgar Sims ; beneficiaries Barbara Jean Sims Mushinski , Gail Frances Sims Auffarber , and Robin Sims Brennan Martin . Nicholas Abaza was counsel.	Routine independent administration completed in roughly four months. The workbook notes that notary Elaine C. Sims shares the family surname; relationship is unverified. This is a control case and should not be portrayed as misconduct absent evidence.

Cause / Estate	Parties and Abaza role	Outcome / red-flag analysis
487719 — Estate of William P. McQueen, Sr.	Client/executor/sole beneficiary William P. McQueen, Jr. ; decedent William P. McQueen, Sr. ; predeceased spouse Nina J. McQueen . Nicholas Abaza served as counsel and Texas resident agent.	The file involved a decades-old will and a claimed scrivener's error involving the name "Lynn Winston." The court accepted the explanation after supplemental proof. The workbook also notes inconsistent community/separate-property descriptions. The Bar can determine whether those discrepancies were adequately investigated and corrected.
467818 — Estate of Jeanne Kay Ramsey	Client/contestant Roger Dale Virden II (Dale Virden) ; proponent David Scott Ramsey ; decedent Jeanne Kay Ramsey ; interested party Anna Kawren Cagle . Nicholas Abaza and Jorge Borunda represented Dale from the same office suite.	High-priority red flag. The workbook identifies express no-contest clauses, denial of the temporary-administrator request, a continuance, and then a nonsuit WITH PREJUDICE. The research file reports no documented recovery and states the client may have forfeited even property otherwise left to him. The Bar should examine pre-filing advice about forfeiture, why litigation continued after the adverse ruling, and whether the continuance generated expense without client benefit.
498681 — Estate of Ben Earl Johnston	Client/executor Yvonne Parker Johnston (Cecelia Yvonne Parker) ; decedent Ben Earl Johnston ; children Brent Layne Johnston , Craig Johnston , Corey Lynn Johnston , and Kristen Dyan Johnston Weiss . Nicholas Abaza represented Yvonne.	Routine uncontested administration closed in about 90 days. The workbook notes a discrepancy between broad property descriptions in the application and the narrower filed inventory. This is primarily a control matter; no adversarial misconduct finding appears in the research set.
496630 — Estate of Glen E. Vague, Jr.	Client/executor Danae Georges ; decedent Glen E. Vague, Jr. ; children Christopher Lyell Vague and Morgan Glen Vague ; alternate executor John King Vague . Nicholas Abaza represented the estate.	Research describes an independent administration rather than an obvious high-conflict contest. Yet the wins tracker lists this as one of two possible matches to Abaza's advertised \$500K+ Harris settlement. That is a verification problem: the firm should identify the actual matter rather than leave consumers or investigators to guess.
485963 — Estate of Luis E. Seade	Client/executor Gerald Alexander Seade ; decedent Luis E. Seade . Nicholas Abaza represented the applicant.	The research set treats this as a routine probate administration. It should be retained as a neutral control case when evaluating whether Abaza's public-facing portfolio disproportionately emphasizes only dramatic recoveries and contentious disputes.
450146 — Estate of Richard Donald Yeamans	Client/executor Catherine Braden Yeamans ; decedent Richard Donald Yeamans . Nicholas Abaza represented the estate.	The case proceeded through administration and inventory filings; the research list flags a separate "conversion" service event for follow-up. The Bar should distinguish ordinary probate work from actual contested litigation before accepting any generalized "wins" narrative.
465627 — Estate of David L. Arnold	Client/executor James Phillip Arnold ; decedent David L. Arnold ; predeceased spouse Vera I. Arnold ; contingent beneficiary/alternate executor Jacob Glendon Masters . Nicholas Abaza represented the applicant.	Routine, quickly closed independent administration. This case is useful as a control and should not be presented as evidence of misconduct without more.
502095 — Estate of Mamie Jean Martin / Mamie Jean Brightman / Mamie Jean McGilvary	Client/contestant Linda Haire (Linda Elaine Brightman Haire) ; executor/brother Daniel Fred Brightman ; sister Kitty Lynn Brightman McCarty ; decedent Mamie Jean Martin . Nicholas Abaza appears for the contestant.	High-conflict, multi-year matter: the estate was initially closed, reopened by a 2023 will contest, followed by depositions, sanctions motion, summary-judgment practice, repeated trial settings/continuances, expert disputes, and a jury demand. The key disciplinary question is not that litigation lasted years; it is whether the client received recurring written merits, budget, settlement, and net-recovery assessments as costs and risk escalated.
450768 — Estate of Sol L. Dittman	Client/successor applicant Penny Lynn Wilson ; decedent Sol L. Dittman ; surviving spouse/original applicant Ava J. Dittman ; children Karen E. Page and Donna F. Morris . Nicholas Abaza substituted into the matter in 2019.	High-priority diligence issue from the workbook: Abaza filed three muniment applications in six days, with the first two allegedly citing the wrong 1992 will before correcting to the controlling 2000 will. The file also reflects a long gap between death, filing, and final resolution. The Bar should review pre-filing diligence and the reason for repeated corrective filings.
460900 — Estate of Tina Quach	Client/respondent/beneficiary David Cao ; executor/brother Tuan Cao ; decedent Tina Quach . Nicholas Abaza represented David during contested bank-record discovery after executor's prior counsel Peter J. Bennett and Ann T. Ngo withdrew.	Economic proportionality warrants review: the inventory was about \$78,000, yet the matter developed contested discovery directed to years of bank records. The documents imply concern about transfers or fiduciary conduct but do not show a final Abaza result. The Bar should examine fees, scope of discovery, client objectives, and whether litigation expense was proportionate to the estate value.

ADDITIONAL CLIENT-OUTCOME LEAD — JOHN R. MCKINNEY / ESTATE OF JOHN M. MCKINNEY, JR., CAUSE NO. 485030

The related case tracker identifies John R. McKinney as a client of Nicholas Abaza and Jorge Borunda in multi-year trust litigation involving the 1982 McKinney Children's Trust. The matter began in 2020, the defendant trustee died during the litigation in 2023, and an agreed final order was entered in January 2025 installing a successor corporate trustee.

The June 24, 2026 public comments submitted with this grievance materially change the investigative value of that file. The commenter identifying himself as John McKinney states that he hired "Nick and Jorge," complains that the matter had dragged on for years, questions why he received only a portion of ranch-sale proceeds, raises unresolved mineral-rights concerns, and expresses profound personal distress. These statements should be verified directly with McKinney rather than treated as adjudicated facts.

The State Bar should interview John R. McKinney, obtain his engagement agreements, complete fee ledgers, trust/accounting records, distribution statements, settlement communications, mineral-rights communications, and written case-status reports, and compare what he was told about timing and expected recovery with what actually occurred. Because the comments refer to years of litigation and uncertainty over distributions, the matter is directly relevant to the estate-depletion and true-case-status themes of this grievance.

IV-M. DURATION, FAMILY-ASSET DEPLETION, AND THE DUTY TO GIVE A TRUE CASE STATUS

Probate and trust litigation can legitimately last years. Duration, standing alone, does not prove that a lawyer dragged out a case or intended to deplete an estate. But prolonged litigation becomes a public-protection issue when the client is not periodically told, in concrete economic terms, what the evidence now shows, what remains to be done, what the next six or twelve months are likely to cost, what settlement alternatives exist, and what the client is likely to keep after fees, taxes, expenses, illiquidity, and loss of family assets.

The Bar should therefore obtain Abaza's periodic case-status reports, budgets, litigation plans, settlement analyses, and fee ledgers in contested matters lasting more than roughly eighteen months. It should compare estate/trust value at intake with value preserved or actually delivered to the client at resolution. A headline such as "\$3 million recovered" is not a meaningful consumer outcome if the public is not told whether the number is gross value, whether the client already owned part of the property, what was paid in fees/costs, or what was actually received net.

This inquiry is especially important in family disputes. Litigation can freeze property, delay distributions, generate expert and fiduciary fees, create tax and liquidity problems, and permanently fracture relationships among parents, siblings, children, step-parents, spouses, and grandchildren. The disciplinary issue is whether those foreseeable consequences were explained before the lawyer encouraged the client to escalate the conflict—and whether the advice was revisited honestly as facts changed.

IV-N. THE RECURRING ABAZA–BORUNDA–TREVINO PROFESSIONAL NETWORK

The record should not treat **Nicholas Abaza**, **Jorge Borunda**, and **Michael Trevino** as three strangers who happened to appear in the same controversy. The current investigation contains multiple independent indicators that they worked together repeatedly: a prior client lawsuit naming all three; joint representation in a probate contest; Abaza's entry-point role in Allison followed by Borunda and Trevino; public lawyer endorsements; and at least one marketed result that may be the same underlying matter on both Abaza's and Trevino's websites. None of those facts, alone, proves wrongdoing. Together they make disclosure of referrals, fee splits, co-counsel relationships, shared offices, and reciprocal endorsements materially relevant to informed client choice.

Documented overlap	Names / facts	Why the Bar should examine it
Echols v. Abaza / Borunda / Trevino (Harris County 133rd District Court, filed 2016)	Gail Annette Echols sued Nicholas Abaza , Jorge Borunda , Michael Anthony Trevino , their related firms, and others arising from an inheritance representation. The research workbook identifies the matter as settling at mediation in 2017.	This is documentary evidence that all three lawyers were already connected in the same client-related dispute years before the Allison matter. The complaint should ask for the engagement agreements, fee divisions, referral communications, and defense communications—not infer misconduct solely from co-defendant status.
Estate of Jeanne Kay Ramsey , Cause No. 467818	Nicholas Abaza and Jorge Borunda jointly represented Roger Dale Virden II (Dale Virden) and were listed from the same 2444 Times Blvd., Suite 270 address.	Direct case-level evidence of joint representation. The Bar should determine fee sharing, division of responsibility, disclosures to the client, and whether the client understood he had two lawyers operating from the same professional hub.
Allison representation / arbitration	Nicholas Abaza was the entry-point lawyer; Jorge Borunda became central in the probate representation; Michael A. Trevino later joined. The grievance alleges the clients were not given a clear picture of the recurring professional relationships before the fee structure changed and arbitration was added.	Compare referral communications, fee-sharing terms, engagement agreements, and the timing of Trevino's entry. The existing complaint already frames arbitration, self-interest, and nondisclosure as part of the same course of conduct.
Public endorsements and overlapping marketed results	The investigation summary records that Michael Trevino publicly endorsed Nicholas Abaza on Avvo with the relationship "Worked together on matter," and Jorge Borunda also endorsed Nicholas Abaza . The wins tracker also identifies a possible shared \$10M+ Harris result marketed by both Abaza and Trevino.	Public endorsements are not improper by themselves. They are useful corroboration that the lawyers were recurring professional associates. Where those same relationships affect referrals, fee divisions, reviews, or shared case-result marketing, the consumer should not be left with the impression that the endorsements are independent client validation.

IV-O. REQUESTED WEBSITE / CASE-RESULT AUDIT

For every published "Recent Success," press release, "victory," award-based claim, "many millions recovered" statement, "500+ clients served" statement, and similar quantitative representation, the State Bar should require the underlying support: court and cause number; full client/matter identity to the extent legally available to investigators; Abaza's actual role; all co-counsel; engagement and fee-sharing agreements; filing and disposition dates; order, verdict, or settlement; gross amount; client net amount after fees/costs; and whether the result is also marketed by another lawyer in the same professional network.

The State Bar should also compare what is published with the broader docket universe. Selective advertising is normal; misleading selection is not. The central question is whether the public-facing portfolio

creates an unjustified impression of consistent, independently verifiable success while adverse, abandoned, prolonged, or zero-recovery matters are invisible and the costs of high-conflict probate litigation are minimized.

Source note for this expanded section: the case identities and research observations are drawn from the uploaded 17-case Abaza research set, the marketed-wins tracker, the Trevino/Abaza master investigation workbook, the May 5, 2026 website evidence record, and linked court-record workbooks. Red flags are investigative leads, not final findings of professional misconduct. Any disciplinary conclusion should be based on the underlying court file, engagement documents, billing records, settlement documents, and sworn testimony.

V. THE SAME PATTERN APPEARED IN THE LEGAL REPRESENTATION: UPSIDE WAS SOLD, DOWNSIDE WAS NOT FULLY DISCLOSED

Abaza and the lawyers encouraged aggressive probate litigation designed to create pressure. We were made to believe that challenging the estate plan could produce a major recovery — the practical equivalent of 'hitting the lottery.' But the catastrophic downside was not explained with the same force or clarity.

The appellate record states that the lawyers had not advised that challenging the will could put our inheritance at risk. That omission was fundamental because we were not starting from zero. We already possessed valuable inheritance rights. The litigation therefore risked turning an existing inheritance into **financial devastation**.

- The lawyers recommended aggressive litigation intended to create significant pressure.
- The resulting contest triggered arguments that we had forfeited inheritance rights.
- The grievance record states that we were not adequately warned that our own interests — and potentially our children's interests — could be lost.
- The representation became increasingly expensive while the lawyers' potential contingency recovery became increasingly valuable.

A fiduciary lawyer is not permitted to market the upside of a strategy while withholding the downside necessary for an informed decision. I ask the Bar to investigate exactly what Abaza told me and my brother about the probability of success, the possibility of total or catastrophic loss, the no-contest risk, the effect on existing trust rights, and the alternatives to litigation.

VI. THE ARBITRATION CLAUSE DID NOT EXIST WHEN I FIRST HIRED THE LAWYERS

My first agreement was an hourly fee agreement and contained no **arbitration clause**. The later contingency agreement — described in the record as a 'change to **contingency fee** agreement' — introduced binding AAA arbitration during an already-existing attorney-client relationship.

That distinction is critical. The **arbitration clause** was not part of an arm's-length decision made before Abaza became my fiduciary. It was inserted into a second agreement while the lawyers already owed me fiduciary duties of loyalty, candor, full disclosure, and fair dealing.

The appellate record states that I testified that the lawyers gave me no advice concerning the arbitration provision — no explanation of the pros and cons, no explanation of the rights I would surrender, no explanation of the costs, and no advice to obtain independent counsel specifically regarding arbitration. Borunda admitted he did not advise me about the arbitration provision. Abaza testified that he could not recall the specifics of any arbitration discussion and could not recall whether he advised me about arbitration costs or the governing rules.

The record further reflects that the AAA commercial arbitration eventually required substantial administrative and arbitrator expenses that I had never been warned I could incur. I therefore contend that my purported consent to arbitration was not **informed consent**.

VII. ARBITRATION AS A SHIELD: WHEN THE PROCESS ITSELF BECOMES THE PUNISHMENT

The arbitration clause is not a side issue. In my experience, it became the mechanism that made accountability extraordinarily expensive, private, and difficult to review. The first hourly agreement did not contain arbitration. The clause appeared in the later contingency agreement, after the fiduciary relationship already existed and after the lawyers knew the size and structure of my father's estate.

The lawyers then used that clause to remove my malpractice and fiduciary-duty claims from a public courtroom and jury and place them before a private arbitrator. The appellate record confirms that the **arbitration clauses** were in the contingent-fee agreements and that the lawyers successfully compelled arbitration of the malpractice dispute. Judicial review of the resulting award was then described by the court of appeals as 'extraordinarily narrow' and 'exceedingly deferential.'

That combination matters: a lawyer drafts or inserts the **arbitration clause**, later invokes it against the client, and then benefits from a system in which legal error is extraordinarily difficult to correct. In this case, we contend that the problem was far worse because the arbitrator's conflict disclosures were materially incomplete and the resulting award is now challenged in the Texas Supreme Court for disregarding governing Texas law, reaching nonparties and protected trust assets, and enforcing fee claims that could not have been obtained in an ordinary Texas courtroom.

From my perspective, the process became the punishment. Fighting the lawyers has cost my family more than \$1.5 million, while the judgment and collection machinery continue to threaten the assets my father spent a lifetime building. A client should not have to become wealthy enough to finance years of private arbitration, appeals, bill-of-review litigation, receivership fights, investigations, and Supreme Court proceedings simply to obtain review of alleged attorney misconduct.

This concern is intensified by **Nicholas Abaza's** own sworn deposition testimony that he personally did not maintain malpractice insurance and did not recall discussing that lack of insurance with Rich or me when we retained him. In that deposition, when asked whether he personally maintained malpractice insurance, Abaza answered, 'I do not,' and when asked whether he disclosed that fact to us, he said he did not recall any discussions about malpractice insurance.

The absence of malpractice insurance is not, by itself, proof of **misconduct**. But it is highly relevant to the practical consumer-protection problem. Liability insurance ordinarily creates an independent claims process, a carrier with financial exposure, and often an incentive to evaluate and resolve meritorious claims. We did not have that additional layer. Instead, Abaza could deny liability personally, invoke the **arbitration clause**, and force his former clients to finance the fight against him.

I ask the State Bar to examine whether the combined structure - no malpractice insurance, a mid-representation arbitration clause, private adjudication, narrow appellate review, and aggressive post-award collection - operated as a shield against meaningful accountability and as leverage to economically exhaust former clients.

VIII. SELF-DEALING: THE SECOND AGREEMENT INCREASED THE LAWYERS' FINANCIAL INTEREST AND TOOK AWAY MY JURY

The second agreement did two things of enormous importance at the same time: it increased the lawyers' financial stake through a contingency arrangement and it moved future disputes with those same lawyers out of a public courtroom and into binding private arbitration.

That is why the arbitration provision cannot be separated from the **self-dealing** transaction that produced it. The lawyers were already fiduciaries. They were negotiating a contract with their own client that materially improved their economic position and materially reduced the client's procedural protections.

- The first agreement had no arbitration requirement.
- The second agreement converted the fee structure and added AAA commercial arbitration.
- The malpractice pleadings alleged the conversion was made without full disclosure of material facts and without meaningful independent-counsel safeguards.
- The **arbitration clause** later became the mechanism the lawyers used to force my malpractice and fiduciary claims into a private proceeding.

I ask the Bar to investigate whether Abaza satisfied the heightened burden applicable when an attorney enters a new compensation transaction with an existing client, including whether he fully disclosed every material consequence of the **arbitration clause** and proved the transaction was fair and reasonable to me.

IX. THE ABAZA CONDUCT AND THE ASHBY CONDUCT MUST BE EXAMINED TOGETHER

I am not asking the State Bar to discipline **Nicholas Abaza** merely because **Anne Ashby** is accused of separate **misconduct**. I am asking the Bar to examine whether the private arbitral forum that Abaza and the other lawyers invoked was knowingly advantageous to them, what they knew about the arbitrator-selection process and conflicts, and whether their conduct helped place a conflicted neutral into the case.

The current SCJC and State Bar materials concerning Ashby document that her initial sworn disclosures denied professional or social relationships with identified parties or witnesses, while later investigation uncovered a decades-long relationship with Michael Collins — the lawyer for our adverse stepmother in the underlying probate litigation — including personal representation and employment at his firm.

The lawyers' own filings are important. A December 9, 2022 filing by the lawyers placed Michael Collins's name and role as counsel for Robin Allison into the arbitration record. In July 2023, counsel for Borunda, Abaza, and Trevino formally listed Collins and Deborah Jordan of the Collins Law Group as witnesses. Those facts make the lawyers' knowledge and conduct relevant to any investigation of whether Ashby's relationship with Collins was obvious, known, minimized, or strategically ignored.

Dolcefino's investigation further reports that counsel for the lawyers objected to another proposed arbitrator, Sylvia Matthews, because of a connection involving the other side, yet did not object to Ashby despite the relationships later identified around Ashby, Collins, Staubus, and Besly. That does not by itself prove a secret agreement. It does create a legitimate investigative question: why was one perceived conflict disqualifying while the relationships surrounding Ashby were not?

My allegation is that the lawyers knew how to navigate the private arbitration system in a way an ordinary member of the public did not. The Bar should determine whether Abaza or his counsel knew facts about Ashby's relationships that were not disclosed to us, whether they participated in or influenced her selection, whether they possessed information relevant to her conflicts, and whether they deliberately remained silent because her appointment was favorable to their interests.

Ashby entered this arbitration through disclosures that the evidence now calls into question

These facts do not, standing alone, prove that Abaza or the other lawyers secretly selected Ashby through Collins. But they justify a direct investigation into how Ashby's name entered the AAA selection process, who first proposed or recommended her, what Abaza, Borunda, Trevino and their counsel knew about her Collins/Besly/Staubus relationships, and whether information that would have disqualified her in the eyes of an ordinary client was withheld because her appointment was advantageous to them.

Steven Besly is independently significant. Public records identified in the SCJC materials show that Besly, Collins's law partner and a lawyer involved on the adverse side of the underlying probate matter, served as registered agent for the Law Office of **Anne Ashby**, PLLC during the period surrounding the Allison arbitration. That relationship was not disclosed. The same record identifies Keith Staubus, an expert aligned with the lawyers, as another longtime professional overlap that Ashby's disclosures described only in much narrower terms.

Ashby did not partially acknowledge the Collins relationship until June 15, 2023, more than eight months after appointment. Even then, the disclosure described limited periods of shared practice and referred generically to 'Mr. Collins.' It did not convey what I contend was the true depth and continuity of the relationship: Collins's prior representation of Ashby, her director-level employment at his firm after leaving the bench, the decades-long duration Collins himself later described, or the ongoing professional ties through Collins's law partner Steven Besly.

I was not personally participating in the arbitrator-selection process; my lawyers were. I relied on the sworn disclosures supplied through the AAA process. Had I been told before appointment that the proposed arbitrator had this long personal and professional history with the lawyer representing the adverse side of the underlying probate dispute, I would have objected to her selection and would not have consented to her serving as arbitrator.

The later record raises a serious candor problem. Ashby's own professional history included employment at Collins, Basinger & Pullman, Michael Collins's firm. Collins was not a remote stranger to the dispute: he represented our adverse stepmother in the underlying probate litigation and later appeared by name and role in

the arbitration record. According to the Dolcefino investigation, Collins said he had known Ashby for approximately 35 to 40 years. The relationship included prior legal representation and later employment at his firm. None of that was fully disclosed before Ashby was appointed.

On September 30, 2022, before her appointment, **Anne Ashby** signed the AAA General Arbitrator Oath and disclosures. She stated that she had conducted a computerized conflicts search within Shields Legal Group and had 'discovered no conflicts.' She also answered 'No' to questions asking about professional or social relationships with counsel, parties, or witnesses identified to date. Those sworn answers are central to why she was eligible to remain under consideration.

A second sworn-record integrity issue: the 2009 bankruptcy

The connection matters for another reason: Collins's firm appears in both episodes. He provided Ashby employment in the same period as the bankruptcy, and decades later he was the adverse-side probate lawyer whose longstanding relationship with Ashby was not fully disclosed before she took our arbitration. At minimum, this chronology warranted complete disclosure before appointment.

I do not ask the Bar to assume from the use of the name 'Anne Duren' that an alias itself was improper, nor do I ask it to declare a bankruptcy crime without investigation. I ask the Bar to obtain the sworn schedules, employment and payroll records, and amendment history and determine whether material law-firm income was omitted. If it was, that would be highly relevant to candor, honesty, and fitness because the same neutral later signed another sworn oath declaring no material conflicts in my case.

The Bar should also examine a separate integrity issue reflected in Ashby's 2009 Chapter 7 bankruptcy records. Public records show that the bankruptcy was filed under the name Anne Duren on April 29, 2009, the same month she joined Collins, Basinger & Pullman. The schedules reportedly list her judicial pension income but do not appear to list income from the Collins firm, even though bankruptcy schedules are signed under penalty of perjury.

X. ASHBY DID NOT MERELY RULE AGAINST US — OUR BRIEFS IDENTIFIED BLACK-LETTER TEXAS LAW SHE WAS REQUIRED TO APPLY

The reason the Ashby issue is so important to this grievance is not simply that she entered the case through disclosures that I contend were materially incomplete. It is that once she had the case, she had the power to enforce the consumer protections Texas law gives clients against their own lawyers — and, according to our post-hearing brief and Petition for Review, she repeatedly failed to do so.

Our February 23, 2024 post-hearing brief did not ask Ashby to invent new law. It gave her statutes, disciplinary rules, Texas Supreme Court authority, expert opinions, and record citations explaining why the lawyers' contingent-fee claims were legally defective. The brief expressly asked her to declare the contingency agreements void and unenforceable, reject claims by lawyers and entities lacking signed contracts, reject fee claims against us in trustee capacities that were never contracted for or sued upon, enforce trust-law limits on distributions, and recognize the tax and asset-protection consequences the lawyers failed to explain.

The first issue was basic contract law protecting legal consumers. Texas Government Code § 82.065(a) requires a contingent-fee contract for legal services to be in writing and signed by the attorney and client. Our brief identified six separate lawyer-claimants. It explained that the written agreements were signed by Abaza, but not by the other lawyer-claimants, and argued that the nonsigning lawyers could not legally recover a contingent fee. The later Petition for Review states the point even more starkly: only Abaza and Rich signed Rich's agreement, and only Abaza and Caroline signed Caroline's agreement, yet Ashby awarded fees to additional lawyers and entities that had not signed those agreements.

The second issue was the validity of Caroline's second agreement itself. That agreement was negotiated during an existing fiduciary attorney-client relationship, increased the lawyers' economic rights, and added the **arbitration clause** that did not exist in the original hourly agreement. Our brief cited the heightened duties that apply when lawyers transact with existing clients: fairness, full disclosure, and a reasonable opportunity for independent counsel. It argued that those requirements were not satisfied and that the agreement was therefore void and unenforceable.

The Petition for Review now asks the Texas Supreme Court to decide whether an arbitrator may ignore those protections merely because arbitration receives judicial deference. The petition states that the parties agreed Texas law would govern, yet the award enforced contingency-fee arrangements that the petition contends Texas law would not permit in court. That is not a minor disagreement over interpretation; it is the core public-protection issue in this grievance.

The third category involved trust law. Our post-hearing brief identified Texas Property Code § 113.029 and explained that a beneficiary who is also trustee of a HEMS trust cannot simply withdraw trust assets for personal use without regard to the ascertainable health, education, maintenance, and support standard. It also identified § 112.054 governing judicial modification and argued that the lawyers never created a compliant modification that would permit the extraction of approximately \$9 million from the Family Trust.

The brief also addressed the spendthrift character of the Family Trust. It explained that if Robin's disclaimer were effective, the Family Trust remained a spendthrift trust to the fullest extent allowed by law. The Petition for Review goes further and argues that Ashby's order requiring trust assets to be liquidated to satisfy a personal judgment conflicts with Texas Property Code § 112.035, which prevents a beneficiary's creditor from reaching protected trust interests before distribution. The trust, its corporate trustee, and the trustee capacities were not parties to the fee agreements in the manner the lawyers' collection theory assumed.

The fourth category was capacity and nonparty jurisdiction. We were sued and appeared as individuals. Minaki Limited Partnership was not a party to the arbitration, and neither were we sued in our separate trustee capacities. Yet Ashby froze a Minaki account and ordered actions affecting Family Trust assets. The Petition for Review characterizes this as an exercise of power over non-signatories and nonparties that never agreed to arbitrate and never received the ordinary protections of service, notice, and an opportunity to defend their own property interests.

The fifth category was tax and net-recovery advice. The post-hearing brief says the lawyers advised settlement without calculating the clients' true net recovery, without obtaining a written tax opinion, and without explaining how capital gains and the loss of estate-tax benefits could reduce what the family actually received. It identified an unrealized taxable gain in the Minaki securities and argued that the lawyers calculated their percentage fee on gross value while failing to give appropriate credit for the tax burden and other obligations.

The sixth category was prejudgment interest. The Petition for Review says Ashby awarded 8.5% interest compounded annually beginning April 13, 2021 — before the MSA was signed — despite Texas Finance Code § 304.104 providing that prejudgment interest is simple interest and begins on the statutory date. The petition calculates the resulting alleged miscalculation at \$344,538.

There is an important systemic point. An arbitration award by itself does not create binding precedent. But when a court confirms an award and an appellate court affirms it, erroneous arbitral reasoning can become embedded in judicial decisions that other lawyers and courts later cite. That is why our Petition for Review warns of an 'Allison Arbitration Exception' to spendthrift protection and of arbitration becoming a vehicle for fee awards that could not be obtained in a Texas courtroom.

From my perspective, this helps explain why Ashby's selection deserves close scrutiny. The lawyers had strong economic reasons to prefer an arbitrator who would accept their expansive fee and trust theories rather than strictly apply the consumer-protection, fiduciary, contract, capacity, and trust rules we placed before her. I am not asking the State Bar to assume that Abaza, Borunda, or Trevino secretly selected Ashby because they knew she would ignore the law. I am asking the Bar to investigate whether they sought, preferred, or protected her appointment because her approach to the law and procedure was advantageous to their fee claims.

This is also why the limited judicial review of arbitration matters. A trial judge who makes a clear legal error can ordinarily be reviewed for that error. Arbitration review is far narrower. If lawyers can insert arbitration during an existing fiduciary relationship, obtain a favorable private decision that disregards governing law, and then rely on deferential judicial review to preserve it, the client protections written into Texas law become far less meaningful.

To me, that is the deepest form of the fee-harvesting problem: the very laws designed to prevent lawyers from taking unfair or unauthorized fees were placed before the arbitrator, but the resulting award gave those lawyers the economic result those laws were designed to restrict.

XI. THE RESULT REINFORCES WHY THAT QUESTION MUST BE INVESTIGATED

Ashby's award did not simply rule against us. The SCJC complaint and related Bar complaint identify an extraordinary alignment between the lawyers' submissions and the award.

- The award adopted the lawyers' damages figures and legal theories in substantial part.
- It accepted the lawyers' 'intertwined and inseparable' fee theory and relied heavily on their own counsel's fee affidavit.

- The SCJC complaint states that the award mirrored the prevailing lawyers' post-hearing presentation while failing to meaningfully address the clients' fiduciary-duty, fraudulent-inducement, and conflict claims.
- The award reached non-party assets and capacities that are now part of the issues presented to the Texas Supreme Court.

A losing party cannot prove bias merely by pointing to an adverse award. But where the neutral allegedly made materially incomplete conflict disclosures, the prevailing lawyers had access to the underlying professional network, and the final decision closely tracked the prevailing lawyers' theories while the clients' core malpractice and fiduciary claims received little independent analysis, the Bar should investigate the attorneys' role rather than treating the result as an ordinary fee dispute.

UPDATED DOLCEFINO MEDIA INVESTIGATION — ONGOING EXTERNAL CORROBORATION

The complainant identifies seven DAMN LAWYERS videos released to date and states that the investigation remains ongoing. Dolcefino Media's public site confirms that the project was launched as a multi-part investigation and that later installments continued to report new complaints and additional allegations concerning Nicholas Abaza, Jorge Borunda, Michael Trevino, arbitration, conflicts, and probate representation.

The State Bar should preserve and review the full Dolcefino Media series, underlying interview footage where obtainable, source documents referenced in the reports, and the identities of former clients who came forward after publication. Media reporting is not a substitute for disciplinary proof, but it is a roadmap to witnesses, documents, recurring allegations, and public-facing statements that the Bar can independently authenticate.

The significance of the ongoing investigation is cumulative. The review evidence, professional-network evidence, former-client complaints, and case files should be tested against one another. If independent sources repeatedly identify the same lawyers, the same referral relationships, the same review ecosystem, and similar complaints about probate fees, escalation, arbitration, and client outcomes, the Bar should investigate the pattern across matters rather than compartmentalizing each complaint.

XII. THE SEVEN-PART WAYNE DOLCEFINO / DAMN LAWYERS INVESTIGATION

Wayne Dolcefino and Dolcefino Media have developed the matter into a seven-part DAMN LAWYERS investigation, collected at damnlawyers.com. The series is relevant as an investigative roadmap and source of witnesses and documents, not as a substitute for the Bar's own findings.

- Video 1 — DAMN LAWYERS: introduces the Allison probate representation, **contingency fees**, alleged losses, malpractice claims, and arbitration. <https://youtu.be/j5aWUy6oJT0?si=Rtuo8r6lX9lPnyey>
- Video 2 — The Stench of Cronyism: examines the selection of **Anne Ashby** and alleged undisclosed relationships. <https://youtu.be/lgHSGHJc7xE>
- Video 3 — A Deception: focuses on the conflict disclosures and the alleged concealment surrounding Ashby. https://www.youtube.com/watch?v=aHmMY9aU5_g
- Video 4 — Probate Plot: reports accounts from additional probate clients involving the same lawyer network. <https://www.youtube.com/watch?v=mzxglv2wZHg>
- Video 5 — Arbitration Trap: examines how mandatory arbitration can prevent ordinary consumers from obtaining a public jury determination of malpractice claims. <https://youtu.be/kAdZuU9R3Hw>
- Video 6 — Circle Jerk: focuses on the **five-star review**, **cross-review**, insider-review, and negative-review suppression allegations. <https://youtu.be/CPxpeCqIU1Y?si=z5k3Sw-HGRd-GRnO>
- Video 7 — Rigged Arbitration?: ties together the alleged hidden conflicts, claimed fraud, the arbitration process, and the resulting award. <https://youtu.be/IGl4pHA7QOc?si=VtSMvVvPbINpdrFT>

The series matters because it shows the progression of the same public-interest question: whether consumers were induced to trust a lawyer through a manufactured reputation, induced into high-conflict litigation without full disclosure of catastrophic risk, placed into a self-interested fee arrangement containing hidden arbitration consequences, and then forced before a neutral whose conflicts were allegedly not fully disclosed.

XIII. OTHER ALLEGED VICTIMS AND THE PUBLIC-PROTECTION PATTERN

The parallels to the Allison case are difficult to ignore. Gail says lawyers made more from the inheritance than she did. In our case, the lawyers now hold an approximately \$4 million judgment after we spent more than \$1.5 million fighting them. The economic pressure itself becomes leverage: settle, give up, or spend enough defending yourself that the inheritance is consumed anyway.

That distinction is precisely the public-policy problem: a client can have a grievance serious enough to hire malpractice counsel and file suit, yet still be unable to finance the process necessary to reach a merits determination. The cost of obtaining accountability can exceed what the client has left to recover.

Gail has told us that she did not have the financial ability to continue an extended fight with the lawyers and that the prospect of arbitration and additional legal expense made meaningful recovery economically unrealistic. The court materials attached to this grievance establish that she did sue them, that they counterclaimed for their own attorney's fees and costs, and that they sought a take-nothing judgment. Before filing this grievance, I would support Gail's statement about why she ultimately stopped with a declaration or direct testimonial from her, because the presently attached court papers do not by themselves establish her subjective financial reason for ending the fight.

The DAMN LAWYERS: Probate Plot investigation later gave Echols a public voice. She said the lawyers represented the settlement as approximately \$1 million, charged a 40% **contingency fee** on the entire stated value including illiquid assets, took the fee from the cash portion, and left her with approximately \$328,000 cash. Dolcefino reported that her later lawyer demanded return of \$119,000 that he said had been improperly taken from her inheritance. Youtube testimonial for Gail Echols: https://www.youtube.com/watch?v=0vN_mJAOQo

Her December 2015 demand letter is even more direct. Counsel for Echols wrote Abaza and Borunda that they had guided her into settlement agreements and that, before doing so, they had a duty to determine the value of her inheritance so that she could intelligently evaluate settlement. The letter states that she forfeited rights to her inheritance in return for \$750,000 cash and a 7/9 interest in illiquid investments.

Echols sued **Nicholas Abaza, Jorge Borunda, Michael Trevino**, and their firms in Harris County in 2016. Her original petition sought more than \$1 million and alleged professional wrongdoing arising out of the lawyers' representation in her inheritance dispute. A contemporaneous Law360 report summarized the case as a former estate client alleging that the lawyers talked her into a bad settlement and that the legal fees exceeded twice the payout she actually realized.

Gail Echols is especially important because her case shows that the public-warning signs existed years before the Allison arbitration.

Gail Echols provides a concrete public example of why gross settlement numbers can be misleading. In the publicly released Probate Plot investigation, Echols says Abaza, Borunda, and Trevino told her they had negotiated a settlement worth approximately \$1 million, charged a 40% **contingency fee** on the entire stated value including illiquid assets, took the full fee from the cash portion, and left her with approximately \$328,000 in cash. Her later malpractice counsel reportedly demanded return of \$119,000 that he characterized as improperly taken from her inheritance.

Echols' account reinforces the same issue raised by our post-hearing brief: a lawyer's percentage should not be evaluated against a headline 'recovery' while ignoring illiquidity, taxes, liabilities, costs, and the client's actual net benefit. I have been told that Echols also faced serious tax consequences after the settlement; before filing this grievance, I will attach her own records or testimony if I rely on a specific tax amount. The already-published record independently supports the broader fee-harvesting concern.

I have come to describe this network, from my perspective, as a 'legal gang with law licenses.' I use that phrase as a description of how the conduct felt and appeared to me - not as a claim that any court has found a criminal enterprise. The concern I ask the Bar to investigate is whether lawyers who appear publicly as separate and independent repeatedly coordinate referrals, cases, reviews, fees, litigation tactics, arbitration strategy, and collection work in ways that maximize professional fees at the expense of clients and families.

This grievance should not be evaluated as though the Allison family is the only consumer raising concerns. Wayne Dolcefino's DAMN LAWYERS investigation and related consumer alerts identify other former clients and arbitration participants who have publicly described similar concerns involving **Nicholas Abaza, Jorge Borunda, Michael Trevino, or Anne Ashby**. I cite these accounts as investigative leads and possible pattern evidence, not as adjudicated findings.

Person	Lawyer / Arbitrator Connection	Publicly Reported Allegation	Why It Matters to This Grievance
Gail Echols	Abaza, Borunda, and Trevino	In the Probate Plot reporting, Echols says she retained the three lawyers in a probate dispute and was told of a settlement worth about \$1 million, but after fees received just over \$300,000. She says the lawyers charged a 40% contingency fee and took the full fee from the cash portion. She later retained malpractice counsel seeking return of more than \$100,000 in fees.	Her account raises a similar public-protection question about contingency-fee incentives, how settlements are explained, and how much of an inheritance ultimately remains with the client.
Valeriya Ruzynska	Borunda and Abaza	Ruzynska says she hired them after her former husband died with an estate valued at about \$3.5 million. She says she felt pressured toward settlement positions she did not agree with, was discouraged from questioning strategy, and later ended the representation after learning of other allegations.	Her account is relevant to allegations of pressure, fee-driven decision-making, and whether clients in inheritance disputes receive balanced advice rather than litigation-first advice.
Philip Floyd	Anne Ashby	The June 16 consumer alert identifies Floyd as one of the people who publicly corroborated concerns about Ashby's arbitration practices.	His account is relevant to whether the Allison arbitration should be viewed in isolation or investigated as part of a broader pattern concerning disclosure and arbitral fairness.
Eric Colton	Anne Ashby	Colton has publicly raised concerns about procedural fairness in an Ashby arbitration, including continuance denials, witness/evidence exclusions, and the inability of a corporation to present its case once counsel withdrew.	His documentary record provides another example in which an unrepresented party alleges severe procedural disadvantage before Ashby.
Mark Logsdon	Anne Ashby	Logsdon alleges that Ashby disclosed a potential conflict only minutes before his arbitration, winked at opposing counsel, and issued a final decision he says was approximately 95% identical to the opposing party's proposed ruling.	His account is particularly relevant to the Allison concern that Ashby's final award closely tracked the lawyers' requested findings and relief while core client claims received little independent treatment.
Devon Allen Kuhnle / Kenneth Roy Kuhnle family	Primary allegations concern Michael A. Trevino ; related network issues involve Jorge Borunda and Adam W. Fomby. Abaza is relevant as comparative reputation/network evidence, including a favorable review of Trevino, not as established Kuhnle counsel.	The Kuhnle grievance concerns Cause No. 464101 and alleges that 83-year-old Roy Kuhnle did not understand a contingency-fee agreement and arbitration provision, despite later litigation being pursued in his name. Trevino relied on a declaration stating Roy was of sound mind, opposed Devon Kuhnle's motions, and was typed into a September 10, 2026 order as a proposed temporary administrator before being struck and replaced by Harold "Hap" May. Capacity, authorization, fee terms, and professional relationships are expressly presented as issues for investigation rather than adjudicated findings.	Provides another probate-family file through which the Bar can test recurring concerns about informed consent , contingency incentives, arbitration, representation of elderly clients, lawyer interconnections, reciprocal reputation activity, and whether supposedly independent lawyers have undisclosed referral or financial ties.

These accounts do not prove that Abaza, Borunda, Trevino, or Ashby committed misconduct in every matter. They do, however, give the State Bar concrete names, files, witnesses, and proceedings to examine when deciding whether the Allison matter reflects an isolated disagreement or a recurring pattern affecting members of the public.

XIII-A. THE KUHNLE FAMILY: ANOTHER PROBATE FAMILY RAISING PUBLIC-PROTECTION CONCERNS WITHIN THE SAME PROFESSIONAL NETWORK

The State Bar should also consider the recently documented Kuhnle probate matter as an additional investigative lead involving another family caught in high-stakes inheritance litigation. I do not offer the Kuhnle allegations as proof that **Nicholas Abaza** personally represented or harmed the Kuhnle family. The attached Kuhnle grievance is primarily directed to **Michael A. Trevino**, with related conduct attributed for investigation to **Jorge Borunda** and Adam W. Fomby. Its relevance here is narrower but important: it presents another probate family alleging that sophisticated fee arrangements, arbitration, lawyer interconnections, and litigation incentives were not adequately understood or disclosed, and it provides another file through which the Bar can test whether the lawyers in this professional network operate independently or through recurring referral, reputation, and financial relationships.

The underlying proceeding is In the Estate of Billie Nelson Kuhnle, Deceased, Cause No. 464101, Probate Court No. 3, Harris County, Texas. The client at issue is Kenneth Roy Kuhnle ("Roy"), and Devon Allen Kuhnle is a beneficiary and movant. The Kuhnle report states that Roy was 83 years old in August 2026 and

that **family members** report he suffers from dementia and could not understand complex legal and financial decisions. The report appropriately treats those capacity allegations as matters requiring medical records, sworn testimony, and disciplinary investigation rather than as already adjudicated facts.

The fee-agreement allegation is especially significant as comparative public-protection evidence. The Kuhnel family reports that Roy went to Trevino's office carrying a check because he believed he was hiring Trevino on an hourly basis. Trevino reportedly did not take the check, and Roy later told **family members**, "The attorney wouldn't even take my money." The family contends that Roy did not understand that he had instead signed a **contingency-fee** agreement containing an arbitration provision. If corroborated, that incident raises the same broader question presented in this grievance: whether a probate client meaningfully understood a lawyer-created transaction that increased the lawyer's economic interest while restricting the client's later remedies.

The court record described in the Kuhnel grievance also shows Trevino taking affirmative litigation positions in Roy's name. On August 12, 2026, Trevino filed a response relying on an August 10 unsworn declaration attributed to Roy stating that Roy was "of sound mind and capable" and containing detailed accusations concerning Devon. Trevino sought denial of Devon's motions, compelled deposition relief, and movement of the will contest toward trial. The family disputes whether Roy had the capacity to understand the declaration or the litigation strategy. The disciplinary question is therefore not whether vigorous advocacy is improper, but whether the lawyer had informed authority from a client capable of making the decisions attributed to him.

The September 10, 2026 temporary-administrator order adds another concrete issue. The typed order initially identified "**Michael Trevino** and Richard S. Murad, alternatively" as proposed temporary administrators, but those names were struck through and Harold "Hap" May was handwritten into the order and appointed by the court. The family reports that Devon objected in open court to Trevino taking control of the estate. The written order proves the substitution, but not the precise reason for it; the Kuhnel grievance therefore asks that the hearing transcript be obtained before the family's account is treated as established.

The professional-network evidence is what makes the Kuhnel matter relevant to this Abaza grievance. Trevino's January 2023 filing identifies him as Roy's lawyer while **Jorge Borunda** and Adam W. Fomby appear on the service list on the opposing side. The Kuhnel report states that separate complaint materials identify Trevino as formerly associated with Radack & Borunda and Fomby as Borunda's business partner. It further notes comparative review evidence in which **Nicholas Abaza** posted a **five-star review** of Trevino. None of those relationships, standing alone, proves collusion or **misconduct**. They do justify investigation into whether lawyers who publicly appear independent are connected through referrals, fee sharing, joint matters, business relationships, reciprocal reviews, or coordinated reputation-building that affected client decision-making.

For purposes of this grievance, I therefore ask the State Bar to treat the Kuhnel matter as a cross-reference and investigative lead, not as an accusation that Abaza committed Trevino's alleged acts. The Bar can determine whether Abaza had any referral, co-counsel, financial, business, marketing, or review relationship with Trevino, Borunda, or Fomby relevant to the Kuhnel engagement; whether Abaza's favorable review of Trevino was presented to consumers without adequate disclosure of professional relationships; and whether the same lawyers or interconnected practices recur across probate matters involving elderly or vulnerable clients, contingency arrangements, arbitration provisions, and disputes over inheritance.

The Kuhnel matter is also important because it identifies two distinct groups potentially needing protection: an elderly client whose ability to understand the engagement is disputed, and family beneficiaries whose inheritance rights may be materially affected by litigation undertaken in that client's name. That combination reinforces why the Bar should examine not only isolated fee agreements, reviews, or court filings, but the entire client-acquisition and representation structure surrounding this professional network.

XIV. CONDUCT I ASK THE STATE BAR TO INVESTIGATE

- Whether **Nicholas Abaza** participated in or knowingly benefited from false, misleading, self-generated, insider, reciprocal, or undisclosed online reviews.
- Whether Abaza truthfully and fully explained the risks of the probate litigation, including the possibility of inheritance forfeiture and severe financial loss.
- Whether Abaza used the prospect of an outsized recovery to induce aggressive litigation while minimizing material downside risk.

- Whether the second fee agreement was a fair and reasonable transaction with an existing client or a **self-dealing** transaction that materially improved the lawyers' financial position.
- Whether the **arbitration clause** was specifically explained, including loss of jury trial, limited appellate review, AAA commercial rules, arbitrator-selection issues, and substantial fees and costs.
- Whether Abaza advised the client to obtain genuinely independent legal advice before signing the second agreement.
- What Abaza and his counsel knew about **Anne Ashby's** relationships with Michael Collins, Keith Staubus, Steven Besly, or other participants before and during the arbitration.
- What role Abaza or his counsel played in arbitrator selection, ranking, objections, conflict-check submissions, witness disclosures, and any decision not to object to Ashby.
- Whether any communications with the AAA or Ashby concerning conflicts, witness relationships, or selection were incomplete or misleading.
- Whether Abaza's post-hearing submissions sought relief or fees unsupported by signed agreements, law, or the actual capacities of the parties.
- Whether Abaza controls or directs the overlapping website network identified in the attached marketing analysis and whether the repetition across domains creates a misleading impression of independent authority or market dominance.
- Whether statements such as "break trust funds," "bust trusts," "fight for your inheritance," "no recovery, no fee," or similar language omit material risk information necessary to prevent the communication from being misleading.
- Whether promotional press releases or website posts tout purported victories without enough identifying information to permit independent verification of the result.
- Whether Abaza has records substantiating each advertised victory, recovery, testimonial, rating, or claimed result and whether those advertisements include the context necessary to avoid creating unjustified expectations.
- Whether Abaza's advertising materially underrepresents the risk of forfeiture, loss of inheritance, tax consequences, frozen assets, **family destruction**, delay, litigation expense, and adverse-fee or arbitration exposure.
- Determine whether the same lawyers, firms, arbitrators, experts, or referral relationships recur across the matters identified in the DAMN LAWYERS investigation.
- Cross-reference this grievance with public complaints or disciplinary materials involving Philip Floyd, Eric Colton, and Mark Logsdon concerning **Anne Ashby**.
- Obtain and review the Ruzynska engagement and termination materials, settlement communications, and any complaints or fee records relevant to her allegations.
- Obtain and review the Echols v. Abaza file, fee agreements, settlement statements, and malpractice demand materials described in the Probate Plot reporting.
- Determine whether the June 15, 2023 supplemental disclosure fairly described the nature, duration, and significance of Ashby's Collins relationship or materially minimized it.
- Obtain the full 2009 Chapter 7 bankruptcy schedules, amendments, employment/payroll records from Collins, Basinger & Pullman, and trustee filings to determine whether law-firm income was omitted from sworn filings.
- Compare Ashby's September 30, 2022 sworn oath and conflict-check representations against her resume, prior employment records, divorce representation, Collins/Besly relationships, and the parties/witnesses later identified in the arbitration.
- Determine whether Michael Collins, Steven Besly, Keith Staubus, Abaza, Borunda, Trevino, Joseph Little, or anyone acting for them communicated about Ashby before her selection.
- Obtain from AAA the complete arbitrator-selection list, ranking sheets, strike sheets, emails, case-manager notes, and communications showing when and why **Anne Ashby's** name entered the Allison matter and who proposed or recommended her.
- Whether Abaza and the other lawyer-claimants knowingly pursued contingent-fee claims for lawyers or entities that lacked the signed agreements required by Texas Government Code § 82.065(a) and Rule 1.04.
- Whether Abaza knew the second agreement with Caroline was subject to a presumption of unfairness because it was negotiated during an existing fiduciary relationship, and whether he nevertheless relied on the arbitration provision added to that agreement without **informed consent**.

- Whether Abaza or his counsel advocated that trust assets could be treated as the clients' unrestricted personal recovery despite Texas Property Code §§ 113.029, 112.035, and 112.054, the clients' trustee-capacity objections, and the absence of contracts with the trustees.
- Whether the lawyers' arbitrator-selection strategy was influenced by a desire for a forum more willing than a court to accept fee, trust, and equitable theories that Texas law would otherwise restrict.
- Whether the lawyers sought or accepted compounded prejudgment interest and an accrual date inconsistent with Texas Finance Code § 304.104 despite knowing Texas law governed the dispute.
- Obtain every press release, advertorial, sponsored article, syndicated article, and public-relations communication distributed by or for Abaza or his firm during 2025-2026, together with the identity of every PR, SEO, reputation-management, review, rating, and press-release vendor used.
- Obtain invoices, payment records, contracts, submissions, and communications involving GlobeNewswire, 1888PressRelease, HTown Best, BusinessRate, and any intermediary responsible for distribution or promotion. For HTown Best and BusinessRate, distinguish any payment for advertising, plaques, badges, syndication, or promotional materials from payment, if any, affecting the underlying ranking itself.
- Obtain the complete State Bar Advertising Review submission history for the identified communications and determine which items were exempt, which were required to be filed, and whether any required filing occurred.
- Require substantiation for “tens of millions” recovered, “million-dollar” and \$1.2 million results, “25 years of proven success,” “Top Probate Lawyer,” the claimed BusinessRate recognition, statements that awards were based on legal-peer reviews, “deep expertise,” and comparable reputation or outcome claims. Require the underlying ranking page, award notice, methodology, date, category, and source data for each recognition.
- Identify the court, cause number, client/matter, date, order or settlement, Abaza’s role, amount actually received by the client, fees/expenses deducted, and final disposition underlying each advertised past result, to the extent disclosure is permitted and required for investigation.
- Determine the precise nature of the HTown Best and BusinessRate recognitions, including whether each is a consumer ranking, commercial “best of” list, review-data score, formal award, or other recognition; identify any nomination, supplied data, marketing package, payment, or promotional service associated with the recognition or its subsequent promotion.
- Determine whether syndication of firm-authored material onto third-party media sites, together with search-result presentation, created a misleading impression that the favorable coverage was independently reported or endorsed.
- Cross-reference the Kuhnle probate grievance and Cause No. 464101, including the Roy-Trevino engagement agreement, arbitration provision, August 10, 2026 declaration, August 12, 2026 filing, and September 10, 2026 temporary-administrator order.
- Determine whether **Nicholas Abaza** had any referral, co-counsel, fee-sharing, business, investment, office-sharing, marketing, reputation-management, or other professional relationship with **Michael A. Trevino**, **Jorge Borunda**, or Adam W. Fomby relevant to the Kuhnle representation.
- Determine the basis and context for Abaza's favorable online review of Trevino, including whether any material professional or referral relationship existed and whether that relationship was apparent to consumers relying on the review.
- Obtain communications and referral records sufficient to determine whether clients or matters circulated among Abaza, Trevino, Borunda, Fomby, or their firms in a manner relevant to the Kuhnle matter or other probate representations.

THE RECEIVERSHIP: ANOTHER LAYER OF FEE HARVESTING AND AN IMPORTANT CORRECTION

ADDITIONAL PROFESSIONAL-NETWORK EVIDENCE — SETH NICHAMOFF’S FIVE-STAR REVIEW OF NICHOLAS ABAZA

This screenshot provides a concrete additional link between Nicholas Abaza’s public review profile and the professional network that later participated in enforcement and receivership-related collection activity. The reviewer is identified as Seth Nichamoff. The review says he had “consulted” Abaza about estate and trust

issues for his “personal situation” and describes Abaza as “a great help.” Abaza’s owner response says: “Great working with you over the years and glad to help you on your stuff.”

That language matters because the grievance materials identify Seth Nichamoff as a recurring professional associate who shared the 2444 Times Boulevard, Suite 270 address with Abaza/Borunda-related lawyers and later acted as counsel for the judgment creditors in post-judgment collection proceedings. A five-star review framed like an ordinary personal consultation may therefore give consumers an impression of independent client validation unless the professional relationship is disclosed.

The owner response is especially significant as an investigative lead because it expressly refers to “working with you over the years.” The State Bar should determine whether Nichamoff was ever an actual paying personal client of Abaza, whether any fee was charged for the claimed consultation, when the review was posted in relation to Nichamoff’s legal work for Abaza and the other judgment creditors, and whether the review was solicited or coordinated.

This evidence should be considered together with the other self-review, family-linked, cross-review, peer-lawyer, and review-cluster evidence. The issue is not whether lawyers may consult one another or endorse colleagues. The issue is whether recurring professional associates were presented to ordinary probate consumers in a manner that appeared to be independent client testimony when the underlying relationship was materially different.

I consulted nick abaza to help me with my estate planning. He made it easy and simple. Many thanks



Seth Nichamoff

2 reviews



★★★★★ 5 months ago

I've consulted him in estate and trust issues for my personal situation. He was a great help.



Law Office of Nicholas Abaza (Owner)

4 months ago

Great working with you over the years and glad to help you on your stuff.



Jason Miller

1 review



★★★★★ 3 months ago

Former Client who help us with an effective estate settlement!



Exhibit R-16 — Google review screenshot showing a five-star review under the name Seth Nichamoff and an owner response from the Law Office of Nicholas Abaza stating, “Great working with you over the years.” The grievance materials identify Nichamoff as a recurring professional associate and later collection counsel. The State Bar should authenticate the account, client status, professional relationship, review timing, and communications concerning the review.

For purposes of this grievance, I do not ask the State Bar to decide the legality of the receivership order. I ask it to evaluate the pattern: former lawyers obtained a private arbitration award, became judgment creditors against their own former clients, used collection counsel who shared the same office suite as Abaza and Borunda, and pursued a receivership structure capable of generating another seven-figure professional fee. To me, that is the clearest example of the fee-harvesting concern running through this case.

The record further shows that the judgment creditors already had a Charles Schwab account frozen. In opposing the receivership, our counsel argued that the account held approximately \$6.74 million, more than double the stated supersedeas value of the approximately \$2.8 million actual-damages judgment, and argued that the judgment creditors were already over-secured by more than \$3 million. The trial court initially denied the

receivership request and found the frozen Schwab account adequate alternate security before later entering the May 1 order now on appeal.

The same order taxes the receiver's fees and expenses as costs against the debtors. It also authorizes extraordinarily broad powers over property, bank accounts, records, tax returns, mail, and third-party information. That combination - enormous coercive power plus percentage compensation based on collection - is precisely why independence and proportionality matter.

The May 1, 2025 receivership order is remarkable on compensation. It states that a 'reasonable Receiver's fee' is presumed to be 25% of sales, recoveries, and credits against the judgment, and that in the event of full collection the court presumes 33% to be reasonable. On a judgment of approximately \$4 million, those percentages represent roughly \$1 million at 25% and about \$1.32 million at 33% - before considering other fees and expenses.

The receiver himself, however, must be evaluated under a different standard. Texas law provides that a receiver may not be a party, an attorney, or another person interested in the action for appointment. Texas appellate courts also describe a receiver as an officer of the court and a disinterested representative and protector of all persons interested in the receivership property. For that reason, the Bar and the court should examine any personal, professional, referral, fee-sharing, repeat-business, or other relationship between Travis Vargo and the judgment creditors or their counsel before and during the appointment.

That correction does not eliminate the conflict concerns. Nichamoff was not an independent court neutral; he was the judgment creditors' lawyer. The appellate record repeatedly identifies Nichamoff's office as 2444 Times Boulevard, Suite 270 - the same suite used by **Nicholas Abaza** and **Jorge Borunda** in the underlying representation. The record also identifies Nichamoff as counsel for Abaza, Borunda, Trevino, and their firms in the turnover appeal.

The court record requires one factual correction: Seth Nichamoff was not the person appointed as receiver. Nichamoff was counsel for the judgment creditors - Borunda, Abaza, Trevino and their firms - and he filed the application seeking turnover relief and appointment of a receiver. The proposed and appointed receiver identified in the record is Travis Vargo.

The post-judgment receivership is important to the public-protection story because it added another potentially massive professional fee on top of the lawyers' own judgment. It also shows how aggressively the judgment creditors continued to pursue family assets after obtaining the arbitration award.

Questions the State Bar should investigate concerning the receivership

- Whether any collection decisions targeted nonparty, trust, partnership, retirement, or otherwise protected assets beyond the scope of lawful turnover relief.
- Whether the percentage structure created an incentive to maximize the amount of property brought into the receivership rather than use the least burdensome means necessary to satisfy the judgment.
- What assets were actually collected, preserved, sold, or recovered by the receiver, what work was performed, and what fee has been requested or paid to date?
- Why was a percentage-based receiver fee of 25%, and up to 33% on full collection, necessary or proportional where a large Schwab account was already frozen and identified as security?
- Did the proposed receiver disclose all relationships relevant to Texas Civil Practice and Remedies Code §64.021's prohibition on appointing a party, attorney, or other person interested in the action?
- What relationship, if any, existed between Travis Vargo and Nichamoff, Abaza, Borunda, Trevino, or their firms before the May 2025 appointment?
- Did **Nicholas Abaza** or any affiliated lawyer refer or regularly send receivership or collection work to **Seth Nichamoff** or Travis Vargo?
- What is the full professional and business relationship between **Seth Nichamoff, Nicholas Abaza, Jorge Borunda, Michael Trevino**, and their firms, including the significance of their use of the same 2444 Times Boulevard, Suite 270 address?
- Compare the cost burden imposed on former clients with the lawyers' own use of counterclaims, fee demands, arbitration, appellate proceedings, and collection remedies to determine whether litigation expense was used as economic leverage.
- Obtain a declaration or sworn interview from Gail Echols concerning why she stopped pursuing her malpractice case, including the anticipated cost of arbitration or continued litigation and whether financial exhaustion played a role.

- Obtain the complete Gail Echols engagement agreements and determine whether any arbitration provision or later agreement affected her ability to litigate her malpractice claims.
- Determine whether Abaza's use of mandatory arbitration in client agreements was designed or used to reduce public scrutiny, jury access, or practical malpractice accountability.
- Determine when **Nicholas Abaza** first stopped carrying legal-malpractice insurance, whether he maintained coverage at any point during the Allison representation, and whether the clients were ever informed that he personally lacked coverage.

XV. RULES POTENTIALLY IMPLICATED

The following cross-reference is based on the attached Texas Disciplinary Rules of Professional Conduct (including amendments effective January 31, 2022). I ask the Chief Disciplinary Counsel to determine which provisions were actually violated after investigating the underlying facts. The table below identifies the rules that most directly correspond to the conduct alleged in this grievance.

The strongest rule cross-references, based on the allegations presently documented, are Rules 1.03(b), 1.04, 1.06(b)(2), 7.01, 7.02, 7.04/7.05, 7.06, and 8.04(a)(3). The press-release evidence makes Rules 7.01 and 7.02 especially important: the Bar should examine misleading omissions, unjustified expectations, comparisons or award claims requiring objective substantiation, and every advertised past result. The Bar should also determine the filing status of each nonexempt advertisement under the advertising-review rules. Rules 3.03, 3.04, 3.05, and 8.04(a)(6) should be framed as investigative provisions unless and until evidence establishes their required knowledge or intent elements.

Rule	What the Rule Requires	Conduct Alleged Here	Why It Matters
Rule 1.03(b) Communication	A lawyer must explain a matter to the extent reasonably necessary to permit the client to make informed decisions. The comments state that important provisions should be reviewed with the client and that a lawyer may not withhold information to serve the lawyer's own interest or convenience.	I allege that Abaza did not adequately explain the catastrophic downside of the probate litigation and did not meaningfully explain the arbitration clause , loss of jury trial, limited review, AAA rules, or arbitration costs.	This is one of the strongest rules for the allegation that the upside was emphasized while material downside and arbitration consequences were not.
Rule 1.04 Fees	A lawyer may not charge or collect an illegal or unconscionable fee. Contingent-fee agreements must be in writing and state how the fee is determined. The comments warn that a lawyer should not handle a matter so as to further the lawyer's financial interests to the client's detriment.	The representation shifted from hourly billing to a contingency arrangement after the lawyers had learned more about the size of the estate. I allege that the litigation strategy and fee structure created incentives favoring a larger, more contentious dispute.	The fee issue is not merely the amount. The disciplinary concern is whether the fee structure distorted advice or encouraged conduct contrary to the client's best interests.
Rule 1.04(f)-(g) Fee Sharing	A fee division among lawyers in different firms requires written client consent identifying the participating lawyers, the basis of division, and each lawyer's share or the basis for it. A lawyer may not collect fees under an unconfirmed arrangement except as the rule permits.	The arbitration and later fee claims involved multiple lawyers and firms. I allege that not every lawyer or entity seeking fees had a signed agreement with the client.	The Bar should obtain the actual fee-sharing agreements and compare them against the written-consent requirements.
Rule 1.06(b)(2) Conflict of Interest	A lawyer may not represent a client when the representation reasonably appears to be or become adversely limited by the lawyer's own interests, absent the rule's consent requirements.	I allege that the lawyers' own financial interest in a contingency recovery materially diverged from my interest in preserving inheritance rights, minimizing family conflict, and avoiding catastrophic downside.	This goes directly to whether advice was materially influenced by the lawyers' own economic interests.

Rule	What the Rule Requires	Conduct Alleged Here	Why It Matters
Rule 1.08(a) Transactions With Client	A lawyer may not enter a business transaction with a client unless the terms are fair and reasonable, fully disclosed in understandable form, the client has a reasonable opportunity to seek independent counsel, and the client consents in writing.	I allege that the second agreement was negotiated mid-representation, materially changed the lawyers' financial rights, and added binding arbitration while I was already dependent on the lawyers as fiduciaries.	This is central to the claim that the second agreement was a self-interested transaction procured without full disclosure. Whether Rule 1.08(a) technically applies to this fee modification should be determined by disciplinary counsel, but its fairness and disclosure principles closely track the conduct alleged.
Rule 3.03 Candor Toward Tribunal	A lawyer may not knowingly make a false statement of material fact or law to a tribunal, fail to disclose a fact when necessary to avoid assisting a fraudulent act, or use evidence known to be false.	I ask the Bar to investigate the accuracy of representations made in arbitration concerning contractual entitlement to fees, which parties were bound, who had signed agreements, and the legal basis for reaching non-party assets.	This rule applies only if the evidence establishes knowing falsity or another listed duty. It should be investigated, not presumed.
Rule 3.04 Fairness in Adjudicatory Proceedings	A lawyer may not obstruct access to evidence, falsify evidence, habitually violate procedural or evidentiary rules, or engage in conduct intended to disrupt proceedings.	The grievance asks whether the lawyers used the arbitral process, objections, witness positions, and procedural advantages in a manner that crossed from advocacy into unfair manipulation.	Adverse advocacy alone is not misconduct . This rule becomes relevant only if the investigation finds obstruction, falsification, habitual procedural abuse, or comparable unfair conduct.
Rule 3.05 Maintaining Impartiality of Tribunal	A lawyer may not seek to influence a tribunal by prohibited means or make prohibited ex parte communications. The comments specifically state that in arbitration a lawyer should avoid conduct that could reasonably be construed as intended to corrupt or unfairly influence the decision-maker.	I ask the Bar to determine what Abaza and his counsel knew about Ashby's relationships, what role they played in arbitrator selection and conflict submissions, and whether any undisclosed communications or strategic use of those relationships occurred.	This is the key rule linking Abaza's conduct to Ashby's conduct. The present evidence warrants investigation; it does not by itself prove improper influence or ex parte contact.
Rule 7.01(a) Communications About Legal Services	A lawyer may not make or sponsor a false or misleading communication. A communication can be misleading because it omits a fact needed to keep the overall message from being materially misleading, lacks a reasonable factual foundation, or creates unjustified expectations about results.	Abaza's network of websites and attorney-generated press releases emphasizes ' trust busting ,' victories, large recoveries, favorable ratings, purported awards, 'leading' or 'top-tier' standing, and positive client/peer reviews. Multiple releases are sourced to Nick Abaza Law yet are syndicated onto third-party media sites. I allege that this cumulative presentation can obscure the promotional origin and omit context material to consumer hiring decisions.	This is the central rule for the press-release and award allegations. The Bar should examine the communication as a whole, including source attribution, syndication, omissions, substantiation, and whether consumers could reasonably mistake firm-generated publicity for independent endorsement.
Rule 7.01, Comment 5 Past Results	Even truthful prior results may mislead if presented so that a reasonable person expects similar results without reference to each case's specific facts and law. Appropriate qualifying language may be necessary.	Several releases advertise supposed victories and dollar amounts, including a million-dollar deed-fraud matter, a \$1.2 million property recovery, a widow's 401(k) result, and a claim of 'recovering tens of millions of dollars for clients.'	The State Bar's current Advertising Review guidance states that past-result advertising must include the information required by Rule 7.02(a)(2) and that a disclaimer does not cure a deficient past-result presentation. Each advertised result should be matched to the underlying matter and tested against the rule.

Rule	What the Rule Requires	Conduct Alleged Here	Why It Matters
Rule 7.01, Comment 7 & 10 Unsubstantiated Claims / Past Success	Unsubstantiated claims about legal services may be misleading. Past-success advertising may also be misleading when it tells only part of the truth, and a lawyer may claim credit for a result only when the lawyer played a substantial role.	The Htown Best and BusinessRate releases are sourced to Nick Abaza Law while promoting purported third-party recognition, peer/client reviews, and qualitative claims such as 'Top Probate Lawyer,' 'prestigious award,' 'top-tier,' 'leading,' 'trusted,' and similar reputation claims.	The Bar should obtain the award criteria, ownership/business model, nomination and payment records, review methodology, number of lawyers considered, and any objective data supporting comparative or special-recognition claims.
Rule 7.02(c) Contingency Advertising	If an advertisement states a willingness to render services on a contingent-fee basis, it must state whether the client will be obligated to pay other expenses, such as litigation costs.	The marketing emphasizes contingency representation and 'no recovery, no fee' themes. The attached marketing critique notes that the downside and litigation costs are not emphasized with equal force.	The Bar should compare the actual advertisements to Rule 7.02(c) and determine whether required expense disclosures were made.
Rules 7.04 & 7.05 Advertising Filing / Websites	Certain advertisements must be filed with the State Bar Advertising Review Committee. The rules also state that the entire lawyer website must comply with Rules 7.01 and 7.02, even where only particular website material must be filed.	Abaza appears to operate multiple overlapping websites and to distribute promotional press releases through GlobeNewswire and 1888PressRelease that are later syndicated onto third-party websites. Some releases expressly seek new matters or invite consultations.	The Bar should determine which communications were exempt and which required filing. State Bar Advertising Review guidance states that failure to file a nonexempt advertisement is a disciplinary-rule violation; this grievance asks the Bar to verify the filing history rather than presume non-filing.
Rule 7.06 Prohibited Employment	A lawyer may not accept or continue employment procured by conduct prohibited by Rules 7.01 through 7.03 when the lawyer personally engaged in, ordered, encouraged, or knowingly permitted the prohibited conduct.	If the Bar finds that misleading websites, reviews, press releases, or other communications actually procured representation, this rule may become directly relevant.	This connects deceptive advertising to the attorney-client relationship itself, rather than treating marketing as a separate technical issue.
Rule 8.04(a)(3) Dishonesty / Fraud / Deceit / Misrepresentation	A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation.	The grievance alleges a pattern: questionable self/insider reviews; misleading marketing and claimed victories; nondisclosure of litigation and arbitration risks; a disputed mid-representation fee conversion; and possible concealment or strategic silence concerning the arbitrator's conflicts.	This is the umbrella dishonesty rule. Each factual allegation must still be proved; the pattern is relevant because Rule 8.04 addresses dishonest conduct both inside and outside the attorney-client relationship.
Rule 8.04(a)(6) Assisting Judicial Misconduct	A lawyer may not knowingly assist a judge or judicial officer in conduct violating applicable judicial-conduct rules or other law.	If evidence ultimately shows that Abaza or his counsel knowingly helped conceal or exploit a conflict involving an assignment-eligible former judge or judicial officer, this rule may become relevant.	This is conditional and should not be alleged as established unless Ashby's covered judicial status and knowing assistance are both supported.

TIMELINE OF THE ALLEGED FEE-HARVESTING PATTERN

Date / Period	Event / Fee-Harvesting Significance
2019	Abaza and Borunda enter the probate dispute and recommend aggressive will/trust litigation. Their filings use the same 2444 Times Blvd., Suite 270 office address.
2019-2020	Litigation escalates. Communications in the record discuss applying pressure to the stepmother and the economics of contingency representation.
2020-2021	Caroline moves from hourly billing into a later contingency agreement. The later agreement contains arbitration; the first hourly agreement did not.
2021	Settlement is reached. Caroline later contends she was not fully advised that her preexisting inheritance position and tax structure made the litigation gamble economically destructive.
2021-2022	The former lawyers pursue multimillion-dollar fee claims. Caroline sues for malpractice and fiduciary misconduct .

Date / Period	Event / Fee-Harvesting Significance
2022	The lawyers compel arbitration. Anne Ashby signs a sworn oath and conflict disclosure stating no material conflicts after a computerized search. She is selected as arbitrator.
2023	Ashby makes a limited Collins disclosure more than eight months later. The full depth of the Collins/Besly relationships remains disputed and is later investigated publicly.
2024	Ashby issues interim and final awards substantially favoring the former lawyers; the award is confirmed into judgment.
2025	The judgment creditors retain Seth Nichamoff as collection counsel. Nichamoff operates from 2444 Times Blvd., Suite 270, the same suite associated with Abaza and Borunda.
Apr.-May 2025	Nichamoff applies for turnover relief and appointment of Travis Vargo as receiver. The receivership order presumes compensation of 25% of collections, rising to 33% on full collection.
2025-2026	The Allisons appeal the turnover/receivership order while the Wayne Dolcefino DAMN LAWYERS investigation expands into alleged review manipulation , probate-client complaints, arbitration disclosure issues, and other alleged victims.
2026	The Allison arbitration dispute reaches the Texas Supreme Court through a Petition for Review while the disciplinary and public-investigation issues continue.
Feb. 2024	Clients' post-hearing brief places the governing Texas statutes, disciplinary rules, contract-signature requirements, trust-law limitations, tax issues, capacity arguments, and requested fee forfeiture directly before Anne Ashby .

XVI. REQUEST FOR RELIEF

I ask the State Bar to treat mandatory arbitration in this case as part of the alleged misconduct structure, not merely as a neutral forum-selection provision. The question is whether a lawyer who lacked malpractice insurance, inserted arbitration only in a later agreement with an existing client, failed to explain its consequences, and then used that clause to defeat a jury trial and force the client into a costly private proceeding used arbitration as a legitimate dispute-resolution device or as a shield against accountability.

This grievance asks the State Bar to decide whether the people entrusted to protect a family instead exploited that trust. In my view, Abaza and the lawyers converted an inheritance they were hired to preserve into high-conflict litigation, a large contingent fee, and a private arbitral judgment; Ashby then entered that arbitral process on sworn disclosures that failed to reveal relationships the public had every right to know before entrusting her with the case.

This grievance is ultimately about deception and financial harm to a member of the public. I trusted licensed lawyers to preserve an inheritance. I contend that they instead promoted litigation that benefited their own fee position, failed to give balanced advice about the downside, inserted arbitration into a later agreement without informed consent, and then used that forum to obtain a devastating result against their former clients.

I respectfully request that this grievance be classified and investigated as a public-protection matter involving alleged deception and fiduciary **self-dealing**, not reduced to a private fee dispute. The fee claim is the consequence of the conduct; it is not the conduct itself.

I further request that the Bar cross-reference this grievance with the pending disciplinary investigation concerning **Anne Ashby** and obtain the AAA selection, ranking, conflict, witness-disclosure, and communication records necessary to determine what **Nicholas Abaza** and his counsel knew, when they knew it, and whether they used an undisclosed or incompletely disclosed arbitral relationship to obtain an outcome unavailable through an impartial adjudicatory process.

I am a member of the public who relied on licensed attorneys to protect my family. I contend that the lawyers instead created financial incentives adverse to me, failed to disclose catastrophic risk, inserted arbitration into a second self-interested agreement without **informed consent**, and later used that private forum to obtain a multimillion-dollar judgment. The extraordinary overlap between the lawyers' requested relief and Ashby's award, combined with the now-documented conflict questions, warrants a full disciplinary investigation.

I specifically request that the Advertising Review Department or Chief Disciplinary Counsel preserve the identified press-release pages promptly, because syndicated web content may change or disappear, and compare the preserved pages against Abaza's advertising-review submission history and the underlying records supporting each award, review, and past-result claim.

XVII. CORE EXHIBITS

Ex.	Document / Evidence
1	First hourly fee agreement — no arbitration clause .
2	Second / contingency fee agreement — arbitration clause added during existing attorney-client relationship.
3	Appellate briefing documenting lack of arbitration advice, Abaza's inability to recall specifics, costs, and governing rules.
4	FTC / review-evidence package concerning self-review , reciprocal reviews, insider reviews, and negative-review disputes.
5	All seven Dolcefino / DAMN LAWYERS videos and damnlawyers.com campaign hub.
6	Dolcefino Consulting Report on Anne Ashby Conflicts.
7	Ashby Initial and Supplemental Disclosures / General Arbitrator Oath.
8	Lawyers' December 9, 2022 filing identifying Michael Collins as counsel for Robin Allison.
9	Lawyers' July 11, 2023 Witness Disclosures and Amended Checklist for Conflicts naming Collins and Deborah Jordan.
10	Clients' and Lawyers' post-hearing briefs, Ashby Interim Award, Final Award, and fee affidavit for side-by-side comparison.
11	SCJC Complaint against Anne Ashby and separate State Bar complaint regarding Ashby's arbitrator conduct.
12	Texas Supreme Court Petition for Review No. 26-0428.
13	Formal Critique Memo: Analysis of Nick Abaza Websites — consumer-risk analysis of multi-domain SEO strategy, litigation-first messaging, contingency-fee framing, no-contest risk, and underrepresentation of downside.
14	Texas Disciplinary Rules of Professional Conduct (including amendments effective January 31, 2022), with highlighted Rules 1.03, 1.04, 1.06, 1.08, 3.03, 3.04, 3.05, 7.01-7.06, and 8.04.
15	DAMN LAWYERS Video #4 — Probate Plot; Gail Echols testimonial and related May 26, 2026 consumer alert identifying Gail Echols and Valeriya Ruzynska as additional alleged victims.
16	June 16, 2026 consumer alert and DAMN LAWYERS Video #5 — Arbitration Trap; identifies Philip Floyd, Eric Colton, and Mark Logsdon as additional people raising concerns about Anne Ashby's arbitration practices.
17	Anne Ashby September 30, 2022 AAA General Arbitrator Oath and initial disclosures; June 15, 2023 supplemental disclosure; resume showing Collins, Basinger & Pullman; Collins/Besly relationship records; and 2009 Chapter 7 bankruptcy materials filed under Anne Duren.
18	May 1, 2025 Order of Turnover & Appointment of Receiver, including Travis Vargo appointment and 25% / 33% presumptive receiver-fee provisions.
19	Seth Nichamoff turnover application, declaration, appellate filings, and address evidence showing representation of Abaza/Borunda/Trevino from 2444 Times Boulevard, Suite 270.
20	Review evidence: Abaza self-review screenshots, Yelp not-recommended reviews, Bennett Abaza April 2026 review-cluster screenshot, Alexi D. materials, and any authenticated Ella Abaza/family-member review evidence.
21	Caroline and Richard Allison's February 23, 2024 Post-Hearing Brief — contract invalidity, fiduciary-duty, trust-law, tax, capacity, negligence, DTPA, and damages arguments presented directly to Anne Ashby .
23	Nicholas Abaza deposition testimony stating that he personally did not maintain malpractice insurance and did not recall discussing lack of malpractice insurance with Caroline or Richard Allison .
24	Gail Echols materials: 2015 demand letter; 2016 original/revised petitions; fee agreements; defendants' answer/counterclaim and no-evidence motion; Law360 April 1, 2016 report; and DAMN LAWYERS: Probate Plot testimonial/reporting.
25	Supplemental Report Concerning Nicholas Abaza — Attorney-Generated Press Releases, Self-Promotional Claims, and Syndicated Marketing Presented Through News-Distribution Channels; includes source links for GlobeNewswire, 1888PressRelease, WhaTech, StreetInsider, Htown Best promotion, and BusinessRate promotion, plus requested investigative steps and advertising-rule issues.
26	Kuhnel State Bar Grievance / Investigative Report and supporting Cause No. 464101 materials: Trevino January 27, 2023 amended petition; August 12, 2026 response; Kenneth Roy Kuhnel August 10, 2026 unsworn declaration; September 10, 2026 Order Appointing Temporary Administrator Pending Contest; and supporting capacity, engagement, referral, and professional-relationship evidence.

This grievance concerns public protection. The marketing is how consumers enter the relationship; the fiduciary advice is what should protect them after they enter it. When both allegedly point the consumer toward conflict while obscuring material downside, the Bar should examine the entire course of conduct.

The legal profession depends on public trust. Probate lawyers and arbitrators occupy positions of extraordinary power over families who are grieving, divided, and financially vulnerable. They are supposed to be protectors. When that power is instead used to conceal material relationships, promote conflict, maximize fees, or deprive clients of informed choices, the role becomes exploitative. I am asking the State Bar to investigate that possibility here - not only for my family, but for the other families who have come forward and for the public that must be able to trust the lawyers and neutrals who control these proceedings.

The pattern I ask the Bar to investigate is fee harvesting from beginning to end: questionable reputation-building to attract the client; litigation-forward advice that increased conflict; a contingency conversion that increased the lawyers' stake; arbitration inserted into the later agreement; a neutral whose material relationships were not fully disclosed before appointment; a multimillion-dollar award; collection counsel drawn from the same professional circle; and finally a receivership structure capable of generating another seven-figure fee. I did not hire lawyers to dismantle my father's life's work and convert it into professional fees. I hired them to protect my family. That is the public-protection failure at the center of this grievance.

The consumer-protection laws mattered most at the moment I needed them enforced. We put those laws in front of Anne Ashby. The award went the other way anyway. That is why I am asking the State Bar to investigate not only what Nicholas Abaza did to obtain and enforce these contracts, but whether the arbitration forum was selected and used precisely because it gave the lawyers a path around protections that would have constrained their fee claims in court.

The process has become the punishment. The lawyers' position has required us to spend more than \$1.5 million to challenge conduct that began with lawyers we hired to protect us. They now seek to enforce an approximately \$4 million judgment and pursue collection mechanisms against the very family wealth they were retained to preserve. The State Bar should investigate whether arbitration, lack of insurance, fee claims, collection tactics, and procedural expense were used together to make resistance economically impossible. A law license should not be a shield from accountability, and an arbitration clause should not become a second shield behind it.

Respectfully submitted,

Caroline Allison

Complainant