

201288-4



WSBA

OFFICE OF DISCIPLINARY COUNSEL

Randy Beitel
Senior Disciplinary Counsel

direct line: (206) 727-8257
fax: (206) 727-8325
email: randyb@wsba.org

January 16, 2014

Ronald R. Carpenter, Clerk
Supreme Court of Washington
Temple of Justice
PO Box 40929
Olympia, WA 98504-0929

RECEIVED
SUPREME COURT
STATE OF WASHINGTON
2014 JAN 21 A 8:37
BY RONALD R. CARPENTER
CLERK

Re: In re Eric R. Vargas, WSBA No. 20364
Proceeding No. 13#00116

Dear Mr. Carpenter:

Enclosed is a Petition for Interim Suspension [ELC 7.2(a)(1)] of Eric R. Vargas, with the following supporting materials: Declaration of Disciplinary Counsel, Declaration of Brian McCarthy and Declaration of Rita Swanson. Also enclosed is a declaration of service by mail. See ELC 7.2(b)(1).

While the Petition for Interim Suspension is made public under ELC 3.1(b)(8), because the supporting Declaration of Disciplinary Counsel, the Declaration of Brian McCarthy, and the Declaration of Rita Swanson include confidential client information that is covered by a protective order entered by the Review Committee under ELC 3.2(e), we ask that these three declarations and the exhibits attached thereto be filed under seal.

Please present these documents to the Chief Justice for appropriate action.

Sincerely,

Randy Beitel
Senior Disciplinary Counsel

Enclosures

cc: Eric R. Vargas
Public Bar File

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

In re

Eric R. Vargas,

Lawyer (Bar No. 20364).

Supreme Court No.

ODC'S PETITION FOR
INTERIM SUSPENSION
(ELC 7.2(a)(1))

Under Rule 7.2(a)(1) of the Rules for Enforcement of Lawyer Conduct (ELC), the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association petitions this Court for an Order of Interim Suspension of Eric R. Vargas pending the outcome of disciplinary proceedings.

This Petition arises because it appears that Respondent Eric R. Vargas's continued practice of law poses a substantial threat of serious harm to the public and a Review Committee of the Disciplinary Board recommended an interim suspension. A copy of the order is attached as Exhibit A. This Petition also is based on the following declarations:

- Declaration of Disciplinary Counsel Randy Beitel
- With attached Exhibits:
 - Exhibit 1 - Transcript and Exhibits of November 25, 2013 Deposition of Eric R. Vargas
 - Exhibit 2 - Disciplinary Counsel's Analysis Letter
 - Exhibit 3 - Formal Complaint

- Declaration of Brian McCarthy
(with referenced attachments)
- Declaration of Rita Swanson

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 BY RONALD D. [Signature]
 CLERM

Although this petition is a public document under ELC 3.1(b)(3), certain names of clients have been abbreviated herein and the attached declarations have been filed under seal to protect confidential client information as directed by a protective order entered under ELC 3.2(e) which is part of the Review Committee order attached as Exhibit A.

I. STATEMENT OF GROUNDS / ARGUMENT

At any time when it appears that the continuation of the practice of law by a respondent lawyer during the pendency of disciplinary proceedings will result in substantial threat of serious harm, ODC, on the unanimous recommendation of a Review Committee, may petition this Court for an order suspending the lawyer during the pendency of the proceeding. ELC 7.2(a)(1).

In filing this petition, ODC relies upon evidence that is in most cases uncontroverted. The basis of the disciplinary charges in this matter is a series of disbursements Respondent made to himself from his IOLTA trust account and from a sole benefit trust of which he was the trustee. While these charges have not yet been established in an adjudicative hearing, when Respondent was questioned at his deposition as to the purpose for these disbursements to himself, Respondent refused to answer and as-

served his right against self-incrimination under the Fifth Amendment of the United States Constitution regarding each and every one of the disbursements.

As set forth in the declaration of WSBA Investigator Brian McCarthy, Respondent represented to the WSBA Investigator that he recommended to his client WW, who is confined to a nursing home and receiving Medicaid, that she take the funds she had in a bank account and establish an irrevocable trust for the benefit of her adult developmentally disabled daughter, SK, who receives Supplemental Security Income (SSI), thereby preserving both WW's eligibility for Medicaid and assuring that the funds would benefit SK without interfering with SK's SSI eligibility. Based on that advice, Respondent received \$154,469.03 from WW which, as set forth in the declaration of WSBA Audit Manager Rita Swanson, he deposited into his IOLTA trust account on January 4, 2012. By July 18, 2012, through a series of disbursements, these funds had been reduced to \$44,433.32. On July 18, 2012 Respondent removed the remaining \$44,433.32 from his IOLTA trust account and opened a new account for the SK Sole Benefit Trust with Respondent as trustee and account signatory. By July 26, 2013, through another series of disbursements, and various bank fees, the account balance had been reduced to approximately \$200.00.

Between the two accounts, the WW/SK Sole Benefit Trust funds were reduced by distributions to Respondent or Respondent's law firm (sole practitioner) via checks signed by Respondent as follows:

Check 1066	December 30, 2011	\$15,000.00
Check 1068	January 4, 2012	1,000.00
Check 1070	January 4, 2012	6,500.00
Check 1074	January 11, 2012	1,100.00
Check 1075	January 11, 2012	2,500.00
Check 1080	March 30, 2012	10,000.00
Check 1081	April 27, 2012	3,000.00
Check 1082	May 3, 2012	10,000.00
Check 1083	May 11, 2012	10,000.00
Check 1084	June 7, 2012	6,712.14
Check 1085	June 7, 2012	3,610.79
Check 1087	June 26, 2012	9,832.79
Check 1088	July 7, 2012	1,632.79
Check 1089	July 9, 2012	14,327.11
Check 1500	August 9, 2012	8,000.00
Check 1501	August 11, 2012	1,000.00
Check 1503	December 7, 2012	3,500.00
Check 1504	December 10, 2012	3,500.00
Check 1531	January 4, 2013	13,833.07
Check 1505	January 18, 2013	5,500.00
Check 1532	March 11, 2013	1,500.00
Check 1508	July 26, 2013	300.00
		\$132,348.69

In addition, it appears that Respondent used the funds of WW/SK Sole Benefit Trust to fund disbursements for his own benefit directly out of his IOLTA trust account at a time when the only funds in his IOLTA trust account were the funds of WW/SK Sole Benefit Trust. These include:

1. A January 4, 2012 Check No. 1069 payable to the Yakima County Treasurer for \$4,669.09 to pay the property taxes on an office building owned by Respondent;
2. A January 10, 2012 Check No. 1071 payable to a client RM for \$11,343.75 with the notation on the check of "State Farm Settlement Proceeds," which appear to be funds that Respondent owed to his client RM, which he had previously removed from his trust account;
3. A January 10, 2012 Check No. 1072 payable to Digital Services, Inc. for \$3,803.75, which was not for the benefit of WW/SK Sole Benefit Trust; and
4. A January 11, 2012 Check No. 1073 payable to George Vlahakis, MD, for \$2,053.50, which was not for the benefit of WW/SK Sole Benefit Trust.

Of the \$154,469.03 received from WW on January 4, 2012, to create a trust for the benefit of SK, by July 26, 2013, \$132,348.69 had been disbursed by checks payable to Respondent or his law firm, and an additional \$21,870.09 had been paid out to fund obligations that appear to have nothing to do with WW/SK Sole Benefit Trust, leaving only approximately \$200.00 in a trust account for the benefit of WW/SK.

While Respondent told the WSBA investigator that his fee for creating the trust was \$15,000 and that he had charged an additional \$6,500

for administering the trust in 2012, that leaves at least \$130,000+ unaccounted for between checks to Respondent for which he has not established entitlement and payment of Respondent's personal obligations from the WW/SK Sole Benefit Trust, all of which provides evidence of theft by embezzlement of the funds. In this context, the focus of the November 25, 2013 deposition of Respondent was to seek an explanation as to the purposes for these disbursements to himself or on his personal behalf. Rather than provide the requested explanation, Respondent refused to answer the questions and asserted his right against self-incrimination.

II. CONCLUSION

Based on the above, ODC has filed a formal complaint (attached to disciplinary counsel's declaration) charging Respondent with theft of the funds of WW/SK Sole Benefit Trust. Given the above evidence, ODC believes that Respondent's continued practice of law will result in substantial harm, loss or damage to the public. Accordingly, the Association requests that this Court issue, pursuant to ELC 7.2(b)(2), an order to show cause requiring Respondent to appear before this Court on such date as the Chief Justice may set, and then and there show cause why this petition for immediate interim suspension should not be granted.

DATED THIS 16th day of January, 2014.

Respectfully submitted,

OFFICE OF DISCIPLINARY COUNSEL



Randy Bertel, Bar No. 7177
Senior Disciplinary Counsel
1325 4th Avenue, Suite 600
Seattle, WA 98101-2539
(206) 727-8257

EXHIBIT A

To ODC'S Petition for Interim Suspension (ELC 7.2(a)(1))

FILED

DEC 19 2013

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

DISCIPLINARY BOARD

In re
ERIC RENE' VARGAS,
Lawyer (Bar No. 20364)

WSBA File No. 12-02366
REVIEW COMMITTEE ORDER
PUBLIC HEARING
INTERIM SUSPENSION RECOMMENDATION

RECEIVED

WSBA OFFICE OF
DISCIPLINARY COUNSEL

The Review Committee considered materials submitted by the grievant, respondent and disciplinary counsel, and the applicable rules, statutes and caselaw:

ORDER

The Review Committee orders a public hearing on the alleged misconduct.

PROTECTIVE ORDER

A protective order is granted for the following pages of the materials submitted to the Review Committee: 14-192 and 198-203. These protected materials shall not be disclosed or released.

INTERIM SUSPENSION

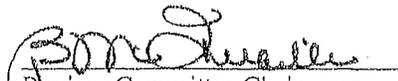
FINDING

The Review Committee finds that Respondent's continued practice of law poses a substantial threat of serious harm to the public.

RECOMMENDATION

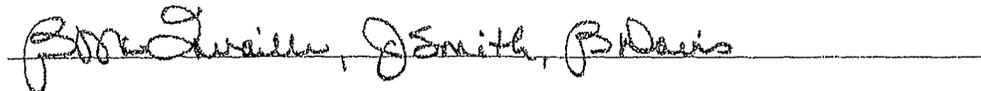
The Review Committee unanimously recommends that the respondent lawyer be suspended from the practice of law under Rule 7.2(a) of the Rules for Enforcement of Lawyer Conduct.

Dated this 16th day of Dec, 2013.


Review Committee Chairperson

Mailed on 12/19/13 to:
Respondent/Respondent's Counsel: Eric Rene' Vargas
Grievant/Grievant's Counsel: WSBA

The vote was: 3-0 . The following Review Committee members voted: _____



Review Committee Order
Public Hearing

WASHINGTON STATE BAR ASSOCIATION
1325 Fourth Avenue - Suite 600
Seattle, WA 98101-2539
(206) 733-5926

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IN THE SUPREME COURT OF THE STATE OF WASHINGTON

<p>In re</p> <p>Eric R. Vargas, Lawyer (Bar No. 20364).</p>	<p>Supreme Court No. _____</p> <p>DECLARATION OF MAIL SERVICE</p>
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The undersigned Disciplinary Counsel of the Washington State Bar Association declares that he caused a copy of the following documents:

- ODC's Petition for Interim Suspension, with attached Exhibit
- Declaration of Disciplinary Counsel Randy Beitel, with attached Exhibits
- Declaration of Brian McCarthy, with referenced attachments
- Declaration of Rita Swanson

to be mailed by regular first class mail with postage prepaid on January 16, 2014, to:

Eric Rene' Vargas
The Law Office of Eric R. Vargas
917 Triple Crown Way Ste 100
Yakima, WA 98908-2426

I declare under penalty of perjury under the laws of the State of Washington that the foregoing declaration is true and correct.

4/16/14 - Seattle, WA
Date and Place



Randy Beitel,
Bar No. 7177
Senior Disciplinary Counsel
1325 4th Avenue, Suite 600
Seattle, WA 98101-2539
(206) 727-8257

201288-4

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

In re

Eric R. Vargas,
Lawyer (Bar No. 20364).

Supreme Court No.

DECLARATION OF
RITA SWANSON

I, Rita Swanson, declare and state:

1. I am the Audit Manager for the Washington State Bar Association. In that position, I use my training and experience as a Certified Public Accountant to examine the trust account records of Washington lawyers at the request of disciplinary counsel. In that capacity I have examined various trust account records of Respondent Eric R. Vargas as the result of a report from his bank of an overdraft on his IOLTA trust account ending in 6001 and the further request of disciplinary counsel.

2. I have examined bank statements and selected canceled checks from Respondent's IOLTA trust account ending in 6001 (Respondent's IOLTA Account) for the time period of November 1, 2011 through December 31, 2012. Copies of these statements are Exhibits 5 and 6 to the November 25, 2013 deposition of Eric R. Vargas.

3. I also have examined the signature card and bank statements from the Sandra Keene Sole Benefit Trust – Eric Vargas Trustee, account ending in 3712 (Sole Benefit Trust Account) for the time period from the

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BY RITA SWANSON

date the account was opened on July 18, 2012, through October 8, 2013. Copies of the signature card and these statements are Exhibit 31 to the November 25, 2013 deposition of Eric R. Vargas.

4. During the period November 1, 2011 through January 3, 2012, Respondent held no funds in his IOLTA account and there was no activity in the account.

5. On January 4, 2012, a cashier's check from Banner Bank in the amount of \$154,469.03 was deposited into Respondent's IOLTA account on behalf of client Willie White and her daughter, Sandra Keene. A copy of the cashier's check customer file copy is Exhibit 4 to the November 25, 2013 deposition of Eric R. Vargas.

6. During the period January 4, 2012 through February 12, 2012, the White/Keene \$154,469.03 were the only funds on deposit in the account. During that time frame, Respondent disbursed the following funds of White/Keene to himself:

Check 1066	December 30, 2011 ¹	\$15,000.00
Check 1068	January 4, 2012	1,000.00
Check 1070	January 4, 2012	6,500.00
Check 1074	January 11, 2012	1,100.00
Check 1075	January 11, 2012	2,500.00

¹ Although the check is dated December 30, 2011, it was not negotiated until January 5, 2012.

As to Check 1066, Respondent has claimed that these are his fees for establishing the Sole Benefit Trust and resolving the Medicaid overpayment that had been assessed against Ms. White. Although the Association has requested documentation to establish Respondent's entitlement to these funds, he has not provided such documentation and has not established his entitlement to these funds.

As to Check 1068, Respondent has claimed that he used these funds to purchase gift cards for Ms. Keene. Respondent has been requested to provide documentation to support this claim, but has provided nothing that would establish his entitlement to these funds.

As to Check 1070, Respondent has claimed that these were fees he was due regarding his representation of client Fred Miller, however, Fred Miller had no funds in the account as the only funds in the account at this time were those of White/Keene.

As to Check 1074, Respondent has claimed that these were fees he was due regarding a domestic violence order he sought for Ms. Keene. Although, the subpoena duces tecum for his November 15, 2013 deposition required Respondent to bring his complete documentation on any such representation, he has provided nothing that would establish his entitlement to these funds.

As to Check 1075, Respondent has claimed these were fees he was due regarding the Estate of Bernard Faris, however, the Estate of Bernard Faris had no funds in the account and the only funds in the account at this time were those of White/Keene.

Copies of Checks 1066, 1068, 1070, 1074, and 1075 were Exhibits 7, 9, 12, 17, and 18, respectively, of the November 25, 2013 deposition of Eric R. Vargas.

7. On January 4, 2012 Respondent issued Check 1069 to the Yakima County Treasurer for \$4,669.09. Although Respondent has claimed that this was in payment of taxes owed by White/Keene, from the records of the Yakima County Treasurer it appears that Respondent used the funds of White/Keene to pay his own taxes. A copy of Check 1069 was Exhibit 10 to the November 25, 2013 deposition of Eric R. Vargas. The Yakima County Treasurer records were Exhibit 11 to the November 25, 2013 deposition of Eric R. Vargas.

8. On January 10, 2012 Respondent issued Check 1071 to Ruth Moore for \$11,343.75. The memo line of the check read "State Farm Settlement Proceeds." Client Ruth Moore had no funds in the IOLTA account and it appears Respondent used the funds of White/Keene to pay this obligation. A copy of Check 1071 was Exhibit 14 to the November 25, 2013 deposition of Eric R. Vargas.

9. On January 10, 2012 Respondent issued Check 1072 to Digital Services Inc. for \$3,803.75. Respondent has claimed this was for a new computer for Ms. Keene, however, despite ODC's request for documentation to support this claim, he has provided none. Respondent has not established that this expenditure was for purposes related to White/Keene. A copy of Check 1072 was Exhibit 15 to the November 25, 2013 deposition of Eric R. Vargas.

10. On January 11, 2012 Respondent issued Check 1073 to George Vlahakis, MD, for \$2,053.50. Although Respondent has claimed this was for medical services for Ms. Keene, when asked to provide documentation for the expenditure, he has refused. Respondent has not established that this was an authorized expenditure of the White/Keene funds. A copy of Check 1073 was Exhibit 16 to the November 25, 2013 deposition of Eric R. Vargas.

11. Following February 13, 2012, Respondent deposited other client's funds in the account at various times, however, I have determined that the funds of White/Keene wholly funded the following series of checks payable to either Respondent or Respondent's law firm:

Check 1080	March 30, 2012	\$10,000.00
Check 1081	April 27, 2012	3,000.00
Check 1082	May 3, 2012	10,000.00
Check 1083	May 11, 2012	10,000.00
Check 1084	June 7, 2012	6,712.14

Check 1085	June 7, 2012	3,610.79
Check 1087	June 26, 2012	9,832.79
Check 1088	July 7, 2012	1,632.79
Check 1089	July 9, 2012	14,327.11

Although Respondent has claimed that these payments to himself or his law firm related to various other clients, those clients had no money in the account at the time, and as such, these payments could not have been authorized transfers of the funds of White/Keene to Respondent. Copies of these checks are Exhibits 20, 21, 22, 23, 24, 25, 27, 28, and 29, respectively, of the November 25, 2013 deposition of Eric R. Vargas.

12. Following the July 9, 2012 disbursement by Respondent of \$14,327.11 to himself by Check 1089, the balance in his IOLTA account was \$44,433.32. By Check 1090, on July 18, 2012, Respondent transferred the remaining balance of \$44,433.32 of the White/Keene funds to a newly created account for The Sandra Keene Sole Benefit Trust (Sole Benefit Trust), account ending in 3712. A copy of Check 1090 was Exhibit 30 to the November 25, 2013 deposition of Eric R. Vargas.

13. During the period of August 9, 2012 through July 26, 2013, Respondent, acting as trustee of the Sole Benefit Trust made the following series of disbursements from the Sole Benefit Trust to himself or his law firm:

Check 1500	August 9, 2012	\$8,000.00
Check 1501	August 11, 2012	1,000.00

Check 1503	December 7, 2012	3,500.00
Check 1504	December 10, 2012	3,500.00
Check 1531	January 4, 2013	13,833.07
Check 1505	January 18, 2013	5,500.00
Check 1532	March 11, 2013	1,500.00
Check 1508	July 26, 2013	300.00

The subpoena duces tecum required Respondent to bring to the November 25, 2013 deposition (Exhibit 1 to the deposition) the documentation related to these disbursements to himself or his law firm. Respondent brought no such documentation to the deposition and has not established his entitlement to any of these disbursements. Copies of the above checks are Exhibits 33, 34, 37, 38, 39, 40, 41, and 43, respectively, of the November 25, 2013 deposition of Eric R. Vargas.

14. Respondent issued two checks payable to cash from the Sole Benefit Trust account: Check 1502 dated October 8, 2012 for \$610.00 and Check 1507 dated April 12, 2013 for \$400. Copies of these two checks are Exhibits 35 and 42, respectively, of the November 25, 2013 deposition of Eric R. Vargas. Respondent has not established the purpose for making the cash withdrawals from the Sole Benefit Trust account.

15. Following deduction of various bank fees charged against the Sole Benefit Trust account, as of July 26, 2013, only approximately \$200.00 remained in the account.

16. I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

1/16/14 Seattle, WA
Date & Place

Rita Swanson
Rita Swanson, CPA
WSBA Audit Manager

201258-4

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

In re

Supreme Court No.

Eric R. Vargas,

DECLARATION OF
BRIAN McCARTHY

Lawyer (Bar No. 20364).

I, Brian McCarthy, declare and state:

1. I am an investigator for the Office of Disciplinary Counsel of the Washington State Bar Association. In that position, I conduct investigations and interview witnesses regarding allegations of misconduct against Washington lawyers at the request of disciplinary counsel. In that capacity I have conducted an investigation regarding the conduct of Respondent Eric R. Vargas related to his handling of certain funds in his IOLTA trust account ending in 6001.

2. At the request of disciplinary counsel, on September 24, 2013 I met with Respondent Eric R. Vargas at his office in Yakima, Washington. I asked him about his representation of Willie White and her daughter, Sandra Keene.

3. Mr. Vargas told me that Ms. White and Ms. Keene had been his clients for some three years for the purposes of estate planning related to preserving the Medicaid eligibility of Ms. White who is a resident of a

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D. J. M. C. S. J.

nursing home. He explained to me that Ms. White had cash savings that were making her ineligible for Medicaid, and that the Department of Social and Health Services (DSHS) was seeking reimbursement for an overpayment of \$30,000 as a result. Mr. Vargas told me he advised Ms. White to create an Irrevocable Trust for the Benefit of Sandra Keene, Ms. White's developmentally disabled adult child who receives Supplemental Security Income (SSI). Mr. Vargas acknowledged that he received \$154,469.03 from Ms. White for this purpose which he deposited into his IOLTA trust account. Attached as Exhibit 1 is a copy of the March 15, 2013 e-mail from Mr. Vargas to WSBA Audit Manager Rita Swanson to which was attached a copy of the customer's file copy of Banner Bank cashier's check no. 447699 dated December 30, 2011 in the amount of \$154,469.03. Attached as Exhibit 2 is a copy of the January 2012 statement for Mr. Vargas's IOLTA account (ending in 6001) showing that \$154,469.03 was deposited on January 4, 2012, and that the account balance prior to that deposit was zero.

4. Mr. Vargas told me he created an Irrevocable Trust for the Benefit of Sandra Keene (SK Sole Benefit Trust) under the provisions of WAC 388-513-1365 for receipt of the \$154,469.03 and that he successfully negotiated with DSHS to waive the overpayment and preserve Ms. White's Medicaid eligibility. Mr. Vargas told me that he was the trustee

of the SK Sole Benefit Trust at the request of Ms. White and that he agreed to charge her a fee of \$15,000 to create the trust and a management fee for 2012 of \$6,500. Mr. Vargas told me that in order to preserve Ms. Keene's eligibility for SSI, he could not distribute cash to her, but could make payments for goods and services directly to third parties.

5. I requested that Mr. Vargas provide me with copies of his files on the creation of the SK Sole Benefit Trust, together with all bank account statements. Mr. Vargas agreed to send me these items. Mr. Vargas did not send these items.

6. I inquired of Mr. Vargas regarding the purpose of Check No. 1069 drawn on his IOLTA trust account on January 4, 2012 for \$4,669.09 payable to the Yakima County Treasurer, a copy of which check is attached as Exhibit 3. Mr. Vargas told me he could not be sure, but that he believed this may have been for Ms. Keene's taxes. Mr. Vargas agreed to locate and provide documentation related to the transaction, but has not done so. I obtained from the Yakima County Treasurer's office a copy of a Property Account Summary, a copy of which is attached as Exhibit 4, which reflects that \$4,669.09 was received on January 4, 2012 in payment of taxes on a parcel owned by Mr. Vargas and his wife.

7. I inquired of Mr. Vargas regarding the purpose of Check No. 1071 drawn on his IOLTA trust account on January 10, 2012 for

\$11,343.75 payable to Ruth Moore, with the memo line stating "State Farm Settlement Proceeds," a copy of which check is attached as Exhibit 5. Mr. Vargas told me that Ms. Moore was a client, but that he did not specifically recall the transaction. Mr. Vargas agreed to locate and provide documentation related to the transaction, but has not done so. I have since located Ms. Moore, who recalls that there was a delay in receiving her funds. I have also spoken with State Farm investigator Jim Bryant who confirmed that State Farm settled a personal injury case with Ms. Moore and issued a check on July 15, 2011 for \$23,000 payable to Mr. Vargas and Ms. Moore.

8. I inquired of Mr. Vargas regarding the purpose of Check No. 1072 drawn on his IOLTA trust account on January 10, 2012 for \$3,803.75 payable to Digital Services, Inc., a copy of which check is attached as Exhibit 6. Mr. Vargas told me that this check was to purchase a computer for Sandra Keene. Mr. Vargas agreed to provide me with copies of the receipts for this purchase, but has not done so.

9. I inquired of Mr. Vargas regarding the purpose of Check No. 1073 drawn on his IOLTA trust account on January 11, 2012 for \$2,053.50 payable to George Vlahakis, M.D., a copy of which check is attached as Exhibit 7. Mr. Vargas told me that this check was to pay for a

doctor's bill for Sandra Keene. Mr. Vargas agreed to provide me with copies of the billing invoice for this expenditure, but has not done so.

10. I inquired of Mr. Vargas regarding the purpose of Check No. 1074 drawn on his IOLTA trust account on January 11, 2012 payable to himself for \$1,100. Mr. Vargas told me this was his fee for seeking a protection order against one of Ms. Keene's sons. Mr. Vargas agreed to provide me with a copy of his file on seeking the protection order, but has not done so.

11. I met with Willie White in her nursing home room in Yakima, Washington, on September 25, 2013. Though lucid, Ms. White has been weakened by advanced stage cancer and it is difficult for her concentrate or communicate for any length of time. She told me that she does not recall signing a trust document, but that she wanted her funds to be set aside for the benefit of her daughter, Sandra Keene, but Ms. White could not tell me the amount of funds that had been given to Mr. Vargas for this purpose.

12. I met with Sandra Keene on September 25, 2013, at her home in Yakima, Washington. Ms. Keene is a 60 year old disabled woman whose primary source of income is SSI. Although Ms. Keene lives alone in the mobile home that she shared with her mother, Willie White, prior to

her mother moving to the nursing home, she told me that she is unable to read, write, or count.

13. Ms. Keene told me that her mother wanted the funds she had in her bank account to go to Ms. Keene, but that because her mother did not believe that Ms. Keene could handle the funds herself, her mother wanted Mr. Vargas to control the funds so they could be set aside for Ms. Keene. Ms. Keene told me that both she and her mother trust Mr. Vargas. Ms. Keene told me she was present when Mr. Vargas read the trust document to her mother and her mother signed the trust document.

14. Ms. Keene told me that Mr. Vargas pays her electric bill and from time to time gives her gift cards from Walmart. I asked Ms. Keene whether she or her mother owed any property taxes and Ms. Keene told me that neither she nor her mother had ever owned any real property. I also asked Ms. Keene whether Mr. Vargas had bought her a computer. She told me that he had not, that her computer was an old model that was given to her by her ex-husband. I asked Ms. Keene whether she had ever received medical care from George Vlahakis, M.D., and Ms. Keene told me she had never heard of Dr. Vlahakis, and received her medical care at a local clinic that is paid through Medicaid. I also asked Ms. Keene whether Mr. Vargas had ever represented her in obtaining a domestic violence pro-

tection order against her son. Ms. Keene told me Mr. Vargas had never obtained such an order for her.

15. I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

1/16/14 Seattle, WA
Date & Place

Brian McCarthy
Brian McCarthy
WSBA Investigator

Rita Swanson

From: Eric Vargas [evargas@elderlawv.com]
Sent: Friday, March 15, 2013 2:33 PM
To: Rita Swanson
Subject: WSBA No. 12-02366
Attachments: AR-M355N_20130315_141824.pdf

<<AR-M355N_20130315_141824.pdf>>
AR-M355N_20130315_141824.pdf;





447699

ISSUER: SANDRA M KEENE

Date 12/30/11

LAW OFFICES OF ERIC VARGAS IOLTA ACCOUNT

EXACTLY **154,469 AND 03/100 DOLLARS

\$ *****154,469.03

CUSTOMER - FILE COPY

CASHIER'S CHECK

BANNER BANK

AUTHORIZED SIGNATURE

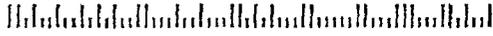
NOT NEGOTIABLE

Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



Page 1 of 3
Statement Period
01/01/12 through 01/31/12
EO P PA OA 67 0357392
Enclosures 0
Account Number [REDACTED] 6001



01353 001 SCMP999

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW
1217 S 40TH AVE
YAKIMA, WA 98908-3961

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information

www.bankofamerica.com

For additional information or service you may call
1-800-BUSINESS (628-8897/4677)

Or you may write to
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$0.00
Statement Period	01/01/12 through 01/31/12	Amount of Deposits/Credits	\$154,469.03
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	\$47,970.09
Number of Withdrawals/Debits	9	Statement Ending Balance	\$106,498.94
Number of Days in Cycle	31	Average Ledger Balance	\$101,217.21
		Service Charge	\$0.00

Deposits and Credits

Date	Customer	Amount (\$)	Description	Bank Reference
1/04		154,469.03	Deposit	813000950334409



000060

0001

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW

Page 2 of 3
Statement Period
01/01/12 through 01/31/12
EO P PA 0A 67
Enclosures 0
Account Number [REDACTED] 6001

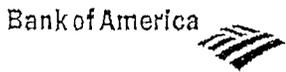
Withdrawals and Debits
Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
1066	15,000.00	01/05	813000850803000	1072	3,803.75	01/11	813009692103773
1068*	1,000.00	01/04	813001050529176	1073	2,053.50	01/11	813000950967361
1069	4,669.09	01/04	813006792603528	1074	1,100.00	01/11	813006892194218
1070	6,500.00	01/05	813009692488377	1075	2,500.00	01/11	813002082994643
1071	11,343.75	01/10	813006692020594				

* Gap in sequential check numbers.

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
01/04	148,799.94	01/10	115,956.19
01/05	127,299.94	01/11	106,498.94



Capture Date: 01/04/2012 Sequence #: 6792603528

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3961

DATE 01/04/2012 19-2/1260 WA 02703

PAY TO THE ORDER OF YAKIMA COUNTY TREASURER \$ 4,669.09
FOUR THOUSAND SIX HUNDRED SIXTY NINE and 09/100 DARS.

Bank of America
 IOLTA Account 002703
 Washington

FOR _____

[Signature]

5 00 11

Security Features extend to the front and back of the check. To help you identify the security features, please refer to the back of the check. The word "VOID" appears on the back of the check. Do not write on the back of the check. Any writing on the back of the check will void the check. The word "VOID" appears on the back of the check. Do not write on the back of the check. Any writing on the back of the check will void the check. The word "VOID" appears on the back of the check.

1/4/2012 C0371 00003 00001
 PAY TO THE ORDER OF KEY BANK
 FOR DEPOSIT ONLY YAKIMA COUNTY TREASURER

DO NOT WRITE IN THESE SPACES

ENDORSE HERE

Electronic Endorsements		Bank #	Endrs Type	TRN	RRC	Bank Name
Date	Sequence	121103886	Pay Bank	N		BANK OF AMERICA, NA
01/04/2012	006792603528	21300077	Rtn Loc/BOFD	Y		KEYBANK NATIONAL ASS

No Payee Endorsements Found



000102

[Printable Version](#)

Yakima County Home Other Property Data Help Login
 Property Search > Search Results > Property Summary

Property Account Summary

Parcel Number: 181327-42508 Property Address: 1217 S 40TH AVENUE, YAKIMA, WA 98908

If you wish to pay your property taxes on-line now, select one of the following options and press the button "Add To Payment List". If this property is noted as "Delinquency" in the General Information Status field, additional costs may be added monthly. At certain dates within the delinquency process, all outstanding taxes, assessments, interest, penalties, and costs are due in certified funds. To get an accurate payoff amount, please contact the Treasurer's Office at 509-574-2800.

Installments Payable							
Tax Year	Installment	Earliest Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2013	1 and 2	10/31/2013	4,388.23	43.88	4,432.11	4,432.11	<input type="radio"/>

[Add To Payment List](#)

[View Detailed Statement](#) Detailed information about taxes and all other charges displayed above.
[Calculate Future Payoff](#) Taxes, interest and penalty due on a specific future date.

Installments Payable/Paid For Tax Year: 2013



Distribution of Current Taxes				
District	Rate	Amount	Voted Amount	Non-Voted Amount
CITY OF YAKIMA	0.054094	36.09	36.09	0.00
CITY OF YAKIMA	3.089497	2,061.31	0.00	2,061.31
COUNTY EMERGENCY MEDICAL SERVICES	0.225889	150.71	150.71	0.00
COUNTY FLOOD CONTROL	0.090335	60.27	0.00	60.27
STATE SCHOOL LEVY	2.511611	1,675.75	0.00	1,675.75
YAKIMA COUNTY	0.000130	0.09	0.09	0.00
YAKIMA COUNTY	1.749284	1,167.12	0.00	1,167.12
YAKIMA SCHOOL DISTRICT #7	4.699189	3,135.30	3,135.30	0.00
YAKIMA VALLEY LIBRARIES	0.476325	317.81	0.00	317.81
CITY OF YAKIMA STORMWATER		172.00	0.00	172.00
HORTICULTURE PEST AND DISEASE BOARD		1.00	0.00	1.00
NOXIOUS WEED BOARD		7.11	0.00	7.11

Receipts					
Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
05/01/2013 00:00:00	2741539	4,396.33	8,784.56	4,396.33	0.00
10/31/2012 00:00:00	2663315	4,292.74	4,292.74	4,292.74	0.00
04/30/2012 00:00:00	2598288	4,300.84	8,593.58	4,300.84	0.00
01/04/2012 15:30:00	2534419	4,669.09	4,669.09	4,669.09	0.00
05/02/2011 00:00:00	2462614	8,910.73	13,117.12	8,910.73	0.00
05/04/2010 00:00:00	2323025	4,205.61	8,405.11	4,205.61	0.00
01/19/2010 09:48:00	2254305	4,641.32	4,641.32	4,641.32	0.00
04/21/2009 14:58:00	2161306	4,243.48	8,480.85	4,243.48	0.00
11/03/2008 00:00:00	2100315	4,342.89	4,342.89	4,342.89	0.00
05/05/2008 14:27:00	2037452	4,434.90	8,934.47	4,591.58	0.00

General Information	
Property Description	Section 27 Township 13 Range 18 Quarter SE: SP 97-008 Lot 1
Property Category	Land and Improvements

000103

Status	Active, Locally Assessed
Tax Code Area	333

Property Characteristics	
Use Code	61 Service - Finance
Unit of Measure	Acre(s)
Size	0.41

Related Properties	
No Values Found	

Parties		
Role	Percent	Name
Taxpayer	100	ERIC R VARGAS
Owner	100	ERIC R & JOAN K VARGAS

Property Values					
Value Type	Tax Year 2013	Tax Year 2012	Tax Year 2011	Tax Year 2010	Tax Year 2009
Taxable Value Regular	667,200	667,200	693,800	693,800	728,500
Market Total	667,200	667,200	693,800	693,800	728,500
Assessed Value	667,200	667,200	693,800	693,800	728,500
Market Land	143,000	143,000	139,400	139,400	148,100
Market Improvement	524,200	524,200	554,400	554,400	580,400
Current Use Land					
Current Use Improvement					
Personal Property					
New Construction					

Active Exemptions	
No Exemptions Found	

Events			
Effective Date	Entry Date-Time	Type	Remarks
02/03/2011	02/03/2011 13:47:00	Taxpayer Changed	Party/Property Relationship by gayleh
05/01/2002	05/06/2002 11:06:00	Owner Terminated	Property Transfer Filing No.: 344004 05/01/2002 by tammyf
05/01/2002	05/06/2002 11:06:00	Owner Added	Property Transfer Filing No.: 344004 05/01/2002 by tammyf
05/01/2002	05/03/2002 11:40:00	Excise Processed	Property Transfer Filing No.: 344004, Statutory Warranty Deed 05/01/2002 by gayleh
05/01/2002	05/03/2002 11:40:00	Taxpayer Changed	Property Transfer Filing No.: 344004 05/01/2002 by gayleh
08/29/2001	08/29/2001 09:15:00	Property Annexation	Nob Hill/South 40th Ave Annex for 2002-Revise TCA Membership by jacobt
05/30/2001	05/30/2001 09:06:00	Property Annexation	Nob Hill/South 40th Ave Annex for 2002-Revise TCA Membership by jacobt
06/29/2000	06/29/2000 09:05:00	Taxpayer Changed	Party/Property Relationship
06/14/1999	06/18/1999 15:53:00	Owner Terminated	Property Transfer Filing No.: 319767
06/14/1999	06/18/1999 15:53:00	Owner Added	Property Transfer Filing No.: 319767
06/14/1999	06/15/1999 14:36:00	Taxpayer Changed	Property Transfer Filing No.: 319767
06/14/1999	06/15/1999 14:33:00	Excise Processed	Property Transfer Filing No.: 319767, Statutory Warranty Deed
02/16/1999	02/18/1999 15:06:00	Excise Processed	Property Transfer Filing No.: 316720, Other
11/03/1997	11/07/1997 15:00:00	Seg/Merge Completed	Seg/Merge Child Number: SM980117



Home Online Property Data Help

Login

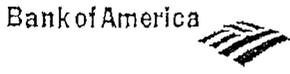
Property Search > Search Results > Property Summary > Receipt Details

Receipt No.	2534419	Date and time	01/04/2012
-------------	---------	---------------	------------

Receipt Details				
Parcel No.	Tax Year	TCA/District	Amount Applied	Description
181327-42508	2011	333	4,120.39	Property Tax Principal
	2011	333	123.61	Property Tax Interest
	2011	333	329.63	Property Tax Penalty
	2011	YAKCTY002	86.00	City of Yakima Stormwater Fee
	2011	YAKCTY002	2.58	City of Yakima Stormwater Fee Interest
	2011	YAKCTY002	6.88	City of Yakima Stormwater Fee Penalty

Payer Details		
Name	Tender Type	Amount Applied
LAW OFFICE OF ERIC R VARGAS	Personal Check	4,669.09

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 Version 1.0.4968.23458



Capture Date: 01/10/2012 Sequence #: 6692020594

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3961

DATE January 10, 2012 19-2/1250 VIA 62700

PAY TO THE ORDER OF Ruth Moore \$ 11,343.75

Eleven Thousand Three Hundred Forty Three and 00/100 DOLLARS

Bank of America
 IOLTA Account 002703
 Washington

FOR State Farm Settlement Proceeds

Eric Vargas

6 00 11

>325183738<
 Solarity Credit Union
 01/10/2012 0007-7370
 R0001 B0063 S001330

*Ruth Moore
 Account Owner*

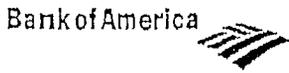
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
01/10/2012	006692020594	121103886	Pay Bank	N		BANK OF AMERICA, NA
01/11/2012	6527645877	122000166	Undetermined	N		FED RES BANK OF SAN
01/10/2012	00010063001330	325183738	Rtn Loc/BOFD	Y		SOLARITY CU

No Payee Endorsements Found



000108



Capture Date: 01/11/2012 Sequence #: 9692103773

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3961

1072

DATE 01/10/2012 19-2/1280 WA 02709

PAY TO THE ORDER OF DIGITAL SERVICES, INC. \$ 3803.75

THREE THOUSAND EIGHT HUNDRED THREE and 75/100 DOLLARS

Bank of America

IOLTA Account 002709
 Washington

FOR _____

Eric R. Vargas

6 0011

Yakima Bank, 01110974013 4485025530

DIGITAL SERVICES, INC.
 1072
 IOLTA BANK

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
01/11/2012	2370397480	111900057	Rtn Loc/BOFD	Y		JPMORGAN CHASE BANK,
01/11/2012	009692103773	121103886	Pay Bank	N		BANK OF AMERICA, NA

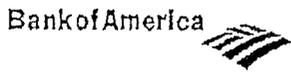
No Payee Endorsements Found



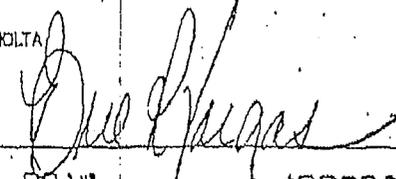
000109

Print Ref#20130219006735

Wed Feb 20 19:49:45 EST 2013



Capture Date: 01/11/2012 Sequence #: 950967361

THE LAW OFFICE OF ERIC R. VARGAS POOLED IOLTA ACCOUNT 1217 S. 40TH AVE. YAKIMA, WA 98908-3961		1073 DATE <u>01/10/2012</u> 19-2/12EO WA 62703
PAY TO THE ORDER OF <u>GEORGE VLAKAKIS, M.D.</u>	<u>\$ 2,053.50</u>	
<u>TWO THOUSAND FIFTY THREE and 50/100</u>	DOLLARS	
Bank of America IOLTA Account 002703 Washington	IOLTA 	
FOR _____		

BANK OF AMERICA NA SEA
 1220006614-0023 01.P01
 01/11/2012

BANK OF AMERICA
 FEDERAL RESERVE BANK
 CASH SERVICES
 2000 1ST AVENUE
 SEASIDE WA 98138

No Electronic Endorsements Found
 No Payee Endorsements Found



000110

201288-4

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

In re

Eric R. Vargas,

Lawyer (Bar No. 20364).

Supreme Court No.

DISCIPLINARY COUNSEL
DECLARATION

RECEIVED
SUPREME COURT
STATE OF WASHINGTON
2012 JAN 2 A 9:33
BY REC'D [Signature]
CLERK

I, Randy Beitel, declare and state:

1. I am the disciplinary counsel assigned to the disciplinary proceedings against Respondent lawyer, Eric R. Vargas. This statement is submitted in support of the Petition for Interim Suspension [LEC 7.2(a)(1)] filed by the Office of Disciplinary Counsel (ODC).

2. ODC opened a grievance investigation in this matter on December 4, 2012, upon the receipt from Respondent's bank of a notice of an overdraft on Respondent's IOLTA trust account. The WSBA Audit Manager examined various trust account records of Respondent which ultimately raised disciplinary counsel's concern regarding Respondent's deposit of \$154,469.03 into his IOLTA trust account in January 2012. Respondent has explained that these were funds from a client who wished to have a special needs trust created with the funds for the benefit of the client's adult daughter who receives Supplemental Security Income (SSI) payments.

3. As set forth in the Declaration of Rita Swanson, by a series of transactions, the original \$154,469.03 received in January 2012, has been reduced to approximately \$200 as of June 26, 2013. The great majority of these transactions are checks made payable to Respondent with no evidence of entitlement. Accordingly, ODC sought to obtain information and records from the Respondent to ascertain whether he had entitlement as to these transactions.

4. Respondent was interviewed in his office by WSBA Investigator Brian McCarthy on September 24, 2013. At that time, Respondent agreed to provide various information and documentation regarding the transactions referenced above. See: Declaration of Brian McCarthy. When Respondent failed to provide that information, he was subpoenaed for a deposition that occurred on November 25, 2013. A transcript of that deposition, together with the exhibits to that deposition are attached as Exhibit 1. Copies of the relevant bank statements and canceled checks are included as deposition exhibits.

5. At the November 25, 2013 deposition, Respondent was questioned as to the purpose for each of the disbursements of the client's funds to himself. Respondent declined to answer those questions and asserted his right against self incrimination under the Fifth Amendment to the United States Constitution in each instance.

6. Following the November 25, 2013 deposition of Respondent, disciplinary counsel prepared a December 5, 2013 analysis of the investigation (copy attached as Exhibit 2) and reported the matter to a Review Committee of the Disciplinary Board. By Order dated December 18, 2013, the Review Committee unanimously ordered this matter to hearing and authorized the filing of a petition for interim suspension.

7. Attached as Exhibit 3 is a copy of the Formal Complaint that was filed on December 23, 2013 and served on Respondent on December 26, 2013.

8. I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

1/16/14 - Seattle, WA
Date & Place



Randy Beitel, Bar No. 7177
Senior Disciplinary Counsel

EXHIBIT 1

To Disciplinary Counsel's Declaration

Transcript and Exhibits of November 25, 2013 Deposition

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In Re:)
ERIC R. VARGAS,) Public File No. 12-02366
Lawyer (20364).)
)
)
)

Deposition Upon Oral Examination of
ERIC R. VARGAS

Taken at: 1325 Fourth Avenue, Suite 600
Seattle, Washington 98101
Date Taken: November 25, 2013
Reported By: Michelle M. Neale, CCR #2494

Treece, Shirley & Brodie Court Reporters
(206) 624-6604 TSBReporters.com

Deposition of Eric R. Vargas, 11/25/13

APPEARANCES

FOR THE BAR: RANDY V. BEITEL
Disciplinary Counsel
1325 Fourth Avenue
Suite 600
Seattle, WA 98121-2330

FOR RESPONDENT: ERIC R. VARGAS, Pro Se
Law Office of Eric R. Vargas
917 Triple Crown Way
Suite 100
Yakima, WA 98908

ALSO PRESENT: Brian McCarthy, WSBA Investigator
Rita Swanson, WSBA Audit Manager

Deposition of Eric R. Vargas, 11/25/13

EXAMINATION INDEX

WITNESS	PAGE
ERIC R. VARGAS	
Examination, By Mr. Beitel	6

EXHIBIT INDEX

NO.	DESCRIPTION	PAGE
1-45	Premarked	6
	Page Referred To	
1	Subpoena Duces Tecum	9
2	Letter dtd 9-27-13 from WSBA Disciplinary Counsel to Vargas	11
3	Letter dtd 10-31-13 from WSBA Disciplinary Counsel to Vargas	12
4	Email to Swanson from Vargas with attachment of copy of cashier's check dated December 30, 2011, the remitter is Keene payable to Vargas IOLTA acct., \$154,469.03	13
5	IOLTA bank stmts. for 2012	13
6	IOLTA bank stmts. for Nov. and Dec. 2011	14
7	IOLTA ck #1066 dtd 12-30-12 to Vargas, \$15,000	14
8	Letter dtd 7-23-13 to Swanson from Vargas	15
9	IOLTA ck #1068 dtd 1-4-12 to Vargas, \$1,000	16
10	IOLTA ck #1069 dtd 1-4-12 to Yakima Cty Treasurer, \$4,669.09	16
11	Property Acct. Summary for 1217 S. 40th St., Yakima, WA	16
12	IOLTA ck #1070 dtd 1-4-12 to Vargas, \$6,500	17
13	Invoice prepared by Vargas	18
14	IOLTA ck #1071 to Moore (State Farm Settlement Proceeds), \$11,343.75	18
15	IOLTA ck #1072 dtd 1-10-12 to Digital Services, \$3,803.75	18
16	IOLTA ck #1073 dtd 1-10-12 to Vlahakis, \$2,053.50	19

Deposition of Eric R. Vargas, 11/25/13

EXHIBIT INDEX (CONTINUED)			
NO.	DESCRIPTION	PAGE	Page Referred To
17	IOLTA ck #1074 dtd 1-11-12 to Vargas, \$1,100	19	
18	IOLTA ck #1075 dtd 1-11-12 to Vargas, \$2,500	20	
19	IOLTA ck #1079 dtd 3-19-12 to Vargas, \$12,000	20	
20	IOLTA ck #1080 dtd 3-30-12 to Vargas, \$10,000	20	
21	IOLTA ck #1081 dtd 4-27-12 to Vargas, \$3,000	21	
22	IOLTA ck #1082 dtd 5-3-12 to Vargas, \$10,000	21	
23	IOLTA ck #1083 dtd 5-11-12 to Vargas, \$10,000	22	
24	IOLTA ck #1084 dtd 6-7-12 to Vargas, \$6,712.14	22	
25	IOLTA ck #1085 dtd 6-7-12 to Vargas, \$3,610	22	
26	IOLTA ck #1086 dtd 6-20-12 to Vargas, \$1,848.86	23	
27	IOLTA ck #1087 dtd 6-23-12 to Vargas, \$9,832.79	23	
28	IOLTA ck #1088 dtd 7-7-12 to Vargas, \$1,630.79	23	
29	IOLTA ck #1089 dtd 7-9-12 to Vargas, \$14,327.11	24	
30	IOLTA ck #1090 dtd 7-18-12 to Irrevocable Trust FBO Keene, \$44,433.32	24	
31	Sig. card and acct. stmts. for BOA acct #13811913712 Keene Benefit Trust,	25	
32	Dep to BOA acct. #13811913712 dtd 7-18-12, \$44,433.32	25	
33	Keene Trust ck #1500 dtd 8-9-12 to Vargas, \$8,000	26	
34	Keene Trust ck #1501 dtd 8-1-12 to Vargas, \$1,000	26	
35	Keene Trust ck #1502 dtd 10-8-12 to cash, \$610	26	
36	Keene Trust ck #1530 dtd 12-3-12 to Vargas, \$6,000	26	
37	Keene Trust ck #1503 dtd 12-7-12 to Vargas, \$3,500	27	

1	EXHIBIT INDEX (CONTINUED)		
2	NO.	DESCRIPTION	PAGE
3	Page Referred To		
4	38	Keene Trust ck #1504 dtd 12-10-12 to Vargas, \$3,500	27
5	39	Keene Trust ck #1531 dtd 1-4-13 to Vargas, \$13,833.07	27
6	40	Keene Trust ck #1505 dtd 1-18-13 to Vargas, \$5,500	28
7	41	Keene Trust ck #1532 dtd 3-11-13 to Vargas, \$1,500	28
8	42	Keene Trust ck #1507 dtd 4-12-13 to cash, \$400	28
9	43	Keene Trust ck #1508 dtd 7-26-13 to Vargas, \$300	28
10	44	WSBA audit reconstruction of IOLTA acct. 1-4-12 to 7-18-12	29
11	45	WSBA audit reconstruction of Keene Trust acct. 7-18-12 to 1-18-13	29
12			
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25			

1 Seattle, Washington, Monday, November 25, 2013

2 10:15 a.m.

3 -- o00o --

4 (Exhibits No. 1 - No. 45 premarked.)

5 THEREUPON,

6 ERIC R. VARGAS,

7 called as a witness by the Bar Association, after having
8 been first duly sworn by the court reporter, testified as
9 follows:

10 EXAMINATION

11 BY MR. BEITEL:

12 Q. Mr. Vargas, would you please state and spell
13 your full name for the record?

14 A. My full name is Eric, E-R-I-C, Rene, R-E-N-E,
15 Vargas, V as in Victor, A-R-G-A-S.

16 Q. Mr. Vargas, I'm Randy Beitel. With me is WSBA
17 Investigator Brian McCarthy and WSBA Audit Manager Rita
18 Swanson. I'm a lawyer with the Office of Disciplinary
19 Counsel of the Washington State Bar Association.

20 This is a deposition by the Washington
21 State Bar Association in the matter of Eric Vargas to
22 determine whether lawyer discipline may be appropriate
23 under the Rules of Professional Conduct and the Rules for
24 Enforcement of Lawyer Conduct, however, the facts
25 developed in this investigation might constitute

1 violations of other state or federal laws.

2 Although these proceedings are confidential
3 the information you give us may be made public under the
4 Rules for Enforcement of Lawyer Conduct. You should also
5 be aware that we may refer the information you give us to
6 other administrative agencies and law enforcement
7 authorities.

8 Do you understand this?

9 A. I do.

10 Q. This will be a question and answer session. If
11 you do not understand a question, just let me know so I
12 can rephrase the question. If you can't hear the
13 question, let me know that as well.

14 The court reporter has been instructed to
15 record your responses, therefore, the responses need to be
16 audible. If you need to break from these proceedings or
17 wish to go off the record, let me know and I'll instruct
18 the reporter to go off the record. The court reporter has
19 been directed not to go off record without my instruction.

20 Mr. Vargas, are you represented by counsel?

21 A. No, I'm not.

22 Q. If at any point in the questioning you would
23 like to consult a lawyer, please let me know and we'll go
24 off the record for that purpose.

25 Mr. Vargas, do you understand that Rule

1 2.13(a) of the Rules for Enforcement of Lawyer Conduct
2 provides that you may be represented by counsel at these
3 proceedings?

4 A. I haven't read the rule, but I would understand
5 that, yes.

6 Q. Do you understand that failure of a lawyer to
7 cooperate fully and promptly with an investigation as
8 required by Rule 5.3(e) of the Rules for Enforcement of
9 Lawyer Conduct may also constitute grounds for discipline
10 under those Rules for Enforcement of Lawyer Conduct?

11 A. I'll take your word for it.

12 Q. Do you understand that you may not assert the
13 attorney/client privilege or other prohibitions on
14 revealing your clients' confidences or secrets as grounds
15 for refusing to provide information during the course of
16 an investigation under the Rules for Enforcement of Lawyer
17 Conduct?

18 A. Again, I'll take your word for it.

19 Q. Mr. Vargas, I'm not authorized to compel you to
20 give evidence or testimony if you assert your privilege
21 against self-incrimination. In addition, I cannot compel
22 your testimony by granting you any immunity from
23 prosecution. Any question that I ask you will be with the
24 understanding that if you believe a truthful answer to the
25 question would tend to show that you committed a crime,

1 you can refuse to answer by saying you're asserting your
2 privilege against self-incrimination. If you answer any
3 questions, you'll be doing so voluntarily.

4 Do you understand this?

5 A. I do.

6 Q. Let the record reflect that Mr. Vargas is
7 appearing here today pursuant to a Subpoena Duces Tecum
8 dated November 13, 2013. A copy of that Subpoena Duces
9 Tecum has been marked as Exhibit 1 to these proceedings.
10 I believe you have a copy of that?

11 A. Yes, I do.

12 Q. Mr. Vargas, the Subpoena Duces Tecum calls for
13 the production of certain documents. Have you brought any
14 documents with you today?

15 A. I've brought none.

16 Q. Is there any reason for bringing none?

17 A. I'm going to assert the Fifth.

18 Q. Are you aware that, in general, the Fifth
19 Amendment does not protect against producing documents?

20 A. No.

21 Q. So with respect to the subpoena, are you in a
22 position to answer any questions with respect to the
23 documents requested?

24 A. No, Mr. Beitel, I'm not.

25 Q. Let me ask a few background questions. Have you

1 ever been licensed in another jurisdiction?

2 A. Yes, I was licensed in Oregon probably six or
3 seven years ago.

4 Q. Anywhere else?

5 A. No.

6 Q. What is your current office address?

7 A. 917 Triple Crown Way, Suite 100.

8 Q. That's in Yakima?

9 A. Yes, I'm sorry, 98908.

10 Q. Do you practice in a law firm?

11 A. No, I'm solo.

12 Q. Your solo practice, does that have a trade name?

13 A. Just the Law Office of Eric Vargas.

14 Q. In what fields of law do you concentrate your
15 practice?

16 A. Elder law, probate, guardianship.

17 Q. Between those three, what percentages would you
18 say?

19 A. Probably 40 probate, 40 guardianship, and 20 --
20 if that all adds up -- elder law.

21 Q. Would you describe your educational background
22 after high school?

23 A. I attended Bellevue Community College for a
24 couple years and then on to the University of Washington
25 for my undergraduate degree, a BA, and then my JD at the

1 University of Washington.

2 Q. What was your major in the bachelor's degree?

3 A. International studies.

4 Q. Let me reference you to Exhibit 2.

5 A. (Witness complies.)

6 Q. Exhibit 2 is a copy of a letter dated
7 September 27, 2013, from disciplinary counsel to yourself.
8 Did you receive Exhibit 2?

9 A. Probably. I don't know. I don't recognize it
10 but I probably did.

11 Q. That letter speaks about your having met earlier
12 that week with Brian McCarthy. Do you remember meeting
13 with Mr. McCarthy?

14 A. Yes, I do.

15 Q. Do you remember discussing with Mr. McCarthy
16 that there were various documents that you would be
17 providing to him?

18 A. I have a vague recollection, yes.

19 Q. Since meeting with Mr. McCarthy have you
20 provided documents to the Bar?

21 A. No.

22 Q. Is there any reason for not providing those
23 documents?

24 A. None.

25 Q. Do you understand that under the Rules for

1 Enforcement of Lawyer Conduct you had a duty to file a
2 written response to any request from disciplinary counsel?

3 A. I'll take your word for it.

4 Q. Let me reference you next to Exhibit 3.

5 A. (Witness complies.)

6 Q. That is a copy of an October 31, 2013, letter to
7 yourself from disciplinary counsel. Do you recall
8 receiving that letter?

9 A. Yes.

10 Q. Did you make any response to that letter?

11 A. No.

12 Q. The reason for no response?

13 A. I have no reason.

14 Q. Do you understand that the reason we're here for
15 deposition today is because there was no response to this
16 letter, Exhibit 3?

17 A. Well, I wasn't sure that that was the reason
18 but, again, I'll take your word for it.

19 Q. I want to ask some questions about your
20 representation of Willie White. That's W-I-L-L-I-E. When
21 did you first meet Ms. White?

22 A. I think at this time I want to assert my Fifth
23 Amendment right against self-incrimination.

24 Q. Are you in a position to answer any questions
25 about your representation of Ms. White?

1 A. No.

2 Q. Would that be for the same Fifth Amendment
3 reason?

4 A. For the same reason.

5 Q. Let me reference you next to Exhibit 4.

6 A. (Witness complies.)

7 Q. The first page of that appears to be an e-mail
8 sent from yourself to Ms. Swanson; is that correct?

9 A. That's correct.

10 Q. There was an attachment, which I believe is the
11 second page?

12 A. Uh-huh.

13 Q. That appears to be a cashier's check dated
14 December 30, 2011, the remitter is Sandra M. Keene,
15 K-E-E-N-E, payable to Law Office of Eric Vargas IOLTA
16 account in the amount of \$154,469.03. Did you receive this
17 check?

18 A. I'm going to assert my Fifth Amendment right
19 against self-incrimination.

20 Q. Let me next reference you to Exhibit 5.

21 A. (Witness complies.)

22 Q. That is a compilation of your IOLTA account bank
23 statements for all of 2012. Page 1, the very bottom of
24 that page, shows a January 4, 2012, deposit for
25 \$154,469.03. Is that the document which you identified as

1 Exhibit 4?

2 A. I'm going to assert my Fifth Amendment right
3 against self-incrimination.

4 Q. At the beginning of January 2012 what was the
5 balance of your IOLTA account?

6 A. I'm going to assert my Fifth Amendment right
7 against self-incrimination.

8 Q. Let me reference you next to Exhibit 6.

9 A. (Witness complies.)

10 Q. These are your IOLTA bank account statements for
11 November 2011 and December 2011. Is it correct that you
12 had no funds in your IOLTA account in either November or
13 December of 2011?

14 A. I'm going to assert my Fifth Amendment right
15 against self-incrimination.

16 Q. During the time frame, and I'll reference you to
17 Exhibit 5 and Exhibit 6, other than Willie White and
18 Sandra Keene, did any other clients have any money in your
19 IOLTA account between the time frame of November 1, 2011,
20 and the February 13, 2012, deposit of \$47,500?

21 A. I'm going to assert my Fifth Amendment right
22 against self-incrimination.

23 Q. Exhibit 7, if you'll reference that.

24 A. (Witness complies.)

25 Q. That's a copy of IOLTA check number 1066 payable

1 to yourself dated December 30, 2011, for \$15,000. What
2 was this check for?

3 A. I'm going to assert my Fifth Amendment right
4 against self-incrimination.

5 Q. Exhibit 1, paragraph 8, which was the Subpoena
6 Duces Tecum, required you to bring all documents related
7 to this check. Have you brought anything?

8 A. No.

9 Q. The reason for bringing nothing?

10 A. I have no reason.

11 Q. Let me reference you next to Exhibit 8.

12 A. (Witness complies.)

13 Q. Exhibit 8 is a copy of a July 23, 2013, letter
14 from yourself addressed to Rita Swanson; is that correct?

15 A. It appears so.

16 Q. Do you recall sending this letter?

17 A. I don't have a specific recollection, no.

18 Q. That letter on page 2, the fourth paragraph
19 down, indicates that this check 1066 was a fee for
20 establishing a trust and resolution of overpayment that
21 was charged to her -- and the her is Willie White -- by
22 the Washington State Office of Financial Recovery; is that
23 correct?

24 A. I'm going to assert my Fifth Amendment right
25 against self-incrimination.

1 Q. Exhibit 9.

2 A. (Witness complies.)

3 Q. That's a copy of your IOLTA trust account check
4 1068 for \$1,000 payable to Eric R. Vargas dated January 4,
5 2012. What was this check for?

6 A. I'm going to assert my Fifth Amendment right
7 against self-incrimination.

8 Q. Exhibit 10.

9 A. (Witness complies.)

10 Q. That's a copy of your IOLTA check number 1069
11 for \$4,669.09 payable to the Yakima County Treasurer dated
12 January 4, 2012. What was this check for?

13 A. I'm going to assert my Fifth Amendment right
14 against self-incrimination.

15 Q. Do you recall discussing this check with Mr.
16 McCarthy when he interviewed you on September 24, 2013?

17 A. I'm not sure if I do.

18 Q. Did you tell Mr. McCarthy this might have been a
19 payment of Mrs. Keene's taxes?

20 A. I'm going to assert my Fifth Amendment right
21 against self-incrimination.

22 Q. Let me next reference you to Exhibit 11.

23 A. (Witness complies.)

24 Q. Exhibit 11 is from the Yakima County Treasurer's
25 Office, a property account summary parcel number

1 181327-42508. It has a property address of 1217 South
2 40th Avenue; Yakima, Washington, 98908. Do you know what
3 that address is?

4 A. I'm going to assert my Fifth Amendment right
5 against self-incrimination.

6 Q. On the second page of Exhibit 11 under the
7 heading Parties, it appears that you and your wife are the
8 owner of that property; is that correct?

9 A. I'm going to assert my Fifth Amendment right
10 against self-incrimination.

11 Q. On the first page under Receipts it shows a
12 listing of a January 4, 2012, payment of \$4,669.09. Was
13 that payment your trust account check 1069 which we've
14 identified as Exhibit 10?

15 A. I'm going to assert my Fifth Amendment right
16 against self-incrimination.

17 Q. Exhibit 12.

18 A. (Witness complies.)

19 Q. That's a copy of your IOLTA trust account check
20 1070 dated January 4, 2012, payable to yourself for
21 \$6,500. What was this check for?

22 A. I'm going to assert my Fifth Amendment right
23 against self-incrimination.

24 Q. Have you ever represented a client named Fred
25 Miller?

1 A. Yes.

2 Q. What was the nature of that representation?

3 A. It was a VA Medicaid thing.

4 Q. Let me reference you to Exhibit 13.

5 A. (Witness complies.)

6 Q. Is that an invoice you prepared?

7 A. Again, I'm going to assert my Fifth Amendment
8 right against self-incrimination.

9 Q. Exhibit 14.

10 A. (Witness complies.)

11 Q. That's a copy of IOLTA check number 1071 for
12 \$11,343.75 payable to Ruth Moore. The memo line says,
13 State Farm Settlement Proceeds. What was this check for?

14 A. I'm going to assert my Fifth Amendment right
15 against self-incrimination.

16 Q. Did you represent Ruth Moore?

17 A. Again, I'm going to assert my Fifth Amendment
18 right.

19 Q. Exhibit 15.

20 A. (Witness complies.)

21 Q. That's your IOLTA check number 1072 for \$15,000
22 payable to Digital Services Incorporated dated January 10,
23 2012. What was this for?

24 A. I'm going to assert my Fifth Amendment right
25 against self-incrimination.

1 Q. I'm sorry, I misspoke. The amount was actually
2 \$3,803.75. Is your answer still the same?

3 A. It is.

4 Q. Referencing Exhibit 16.

5 A. (Witness complies.)

6 Q. That's a copy of your IOLTA trust account check
7 number 1073 dated January 10, 2012, in the amount of
8 \$2,053.50 payable to George Vlahakis, V-L-A-H-A-K-I-S,
9 M.D. What was this check for?

10 A. I'm going to assert my Fifth Amendment right
11 against self-incrimination.

12 Q. Do you know Dr. Vlahakis?

13 A. I'm going to assert my Fifth Amendment right
14 against self-incrimination.

15 Q. Let me reference you next to Exhibit 17.

16 A. (Witness complies.)

17 Q. This is your IOLTA check number 1074 dated
18 January 11, 2012, payable to yourself in the amount of
19 \$1,100. What was this check for?

20 A. I'm going to assert my Fifth Amendment right
21 against self-incrimination.

22 Q. Did you have occasion to represent Sandra Keene
23 in a domestic violence protection order?

24 A. I'm going to assert my Fifth Amendment right
25 against self-incrimination.

1 Q. Let me reference you next to Exhibit 18.

2 A. (Witness complies.)

3 Q. That is a copy of your IOLTA trust account check
4 number 1075 dated January 11, 2012, payable to yourself in
5 the amount of \$2,500. What was this check for?

6 A. I'm going to assert my Fifth Amendment right
7 against self-incrimination.

8 Q. Did you represent the Estate of Bernard Paris,
9 F-A-R-I-S?

10 A. I'm going to assert my Fifth Amendment right
11 against self-incrimination.

12 Q. Let me reference you next to Exhibit 19.

13 A. (Witness complies.)

14 Q. That is a copy of your IOLTA check number 1079
15 for \$12,000 payable to Eric R. Vargas dated March 19,
16 2012. What was this check for?

17 A. I'm going to assert my Fifth Amendment right
18 against self-incrimination.

19 Q. Did you represent Dean Shaver, S-H-A-V-E-R?

20 A. Again, I'm going to assert my Fifth Amendment
21 right against self-incrimination.

22 Q. Let me next reference you to Exhibit 20.

23 A. (Witness complies.)

24 Q. That is a copy of IOLTA trust account check 1080
25 dated March 30, 2012, payable to yourself in the amount of

1 \$10,000. What was this check for?

2 A. I'm going to assert my Fifth Amendment right
3 against self-incrimination.

4 Q. Have you represented Louis, L-O-U-I-S, Sevigny,
5 S-E-V-I-G-N-Y?

6 A. I'm going to assert my Fifth Amendment right
7 against self-incrimination.

8 Q. Let me reference you next to Exhibit 21.

9 A. (Witness complies.)

10 Q. That is a copy of your IOLTA trust account check
11 number 1081 for \$3,000 payable to the Law Office of Eric
12 R. Vargas dated April 27, 2012. What was this check for?

13 A. I'm going to assert my Fifth Amendment right
14 against self-incrimination.

15 Q. Looking at Exhibit 21 on the reverse of that
16 check a reference is made to American West Bank, it
17 appears account number 125107037. Are you familiar with
18 that bank account?

19 A. I'm going to assert my Fifth Amendment right
20 against self-incrimination.

21 Q. Did you have occasion to represent Jonnie,
22 J-O-N-N-I-E, D. Clifton?

23 A. I'm going to assert my Fifth Amendment right
24 against self-incrimination.

25 Q. Let me reference you to Exhibit 22.

1 A. (Witness complies.)

2 Q. That is a copy of your IOLTA check number 1082
3 for \$10,000 payable to Eric R. Vargas dated May 3, 2012.
4 What was this check for?

5 A. I'm going to assert my Fifth Amendment right to
6 self-incrimination.

7 Q. Let me reference you to Exhibit 23.

8 A. (Witness complies.)

9 Q. That is a copy of your IOLTA check number 1083
10 for \$10,000 payable to yourself dated May 11, 2012. What
11 was this check for?

12 A. I'm going to assert my Fifth Amendment right.

13 Q. Have you had occasion to represent Shirley
14 Mortenson, M-O-R-T-E-N-S-O-N?

15 A. I'm going to assert my Fifth Amendment right.

16 Q. Let me reference you to Exhibit 24.

17 A. (Witness complies.)

18 Q. That is a copy of your IOLTA check number 1084
19 for \$6,712.14 payable to yourself dated June 7, 2012.
20 What was this check for?

21 A. I'm going to assert my Fifth Amendment right.

22 Q. Have you had occasion to represent Ethel Brill?

23 A. I'm going to assert my Fifth Amendment right.

24 Q. Let me reference you to Exhibit 25.

25 A. (Witness complies.)

1 Q. That is a copy of IOLTA check number 1085 for
2 \$3,610.79 payable to yourself dated June 7, 2012. What
3 was this check for?

4 A. I'm going to assert my Fifth Amendment right.

5 Q. Have you had occasion to represent Inez,
6 I-N-E-Z, Squire?

7 A. I'm going to assert my Fifth Amendment right.

8 Q. Let me reference you next to Exhibit 26.

9 A. (Witness complies.)

10 Q. That is a copy of your IOLTA check number 1086
11 for \$1,848.86 payable to yourself dated June 20, 2012.
12 What was this check for?

13 A. Again, I'm going to assert my Fifth Amendment
14 right.

15 Q. Have you had occasion to represent Donna
16 Broyles, B-R-O-Y-L-E-S?

17 A. I'm going to assert my Fifth Amendment right.

18 Q. Let me reference you to Exhibit 27.

19 A. (Witness complies.)

20 Q. That is a copy of your IOLTA check number 1087
21 for \$9,832.79 payable to yourself dated June 23, 2012.
22 What was this check for?

23 A. I'm going to assert my Fifth Amendment right.

24 Q. Let me reference you next to Exhibit 28.

25 A. (Witness complies.)

1 Q. That is a copy of your IOLTA check number 1088
2 for \$1,630.79 payable to yourself dated July 7, 2012.
3 What was this check for?

4 A. I'm going to assert my Fifth Amendment right.

5 Q. Looking at Exhibit 28 that check has an address
6 under the name Law Office of Eric Vargas Pooled IOLTA
7 account. It says 1217 South 40th Avenue. Was that your
8 office address?

9 A. I'm going to assert my Fifth Amendment right.

10 Q. Let me reference you next to Exhibit 29.

11 A. (Witness complies.)

12 Q. That is a copy of your IOLTA check number 1089
13 for \$14,327.11 payable to yourself dated July 9, 2012.
14 What was this check for?

15 A. I'm going to assert my Fifth Amendment right.

16 Q. Have you had occasion to represent Eva Hall?

17 A. I'm going to assert my Fifth Amendment right.

18 Q. Backing up to Exhibit 28, I forgot to ask you,
19 have you had occasion to represent Greg Broyles?

20 A. I'm going to assert my Fifth Amendment right.

21 Q. Let me reference you next to Exhibit 30.

22 A. (Witness complies.)

23 Q. That is a copy of IOLTA check number 1090 in the
24 amount of \$44,433.32 payable to Irrevocable Trust FBO
25 Sandra Keene dated July 18, 2012. What was the purpose of

1 this check?

2 A. I'm going to assert my Fifth Amendment right.

3 Q. Let me next reference you to Exhibit 31.

4 A. (Witness complies.)

5 Q. That is the signature card for and the account
6 statements for Bank of America account number 13811913712,
7 account title the Sandra Keene Sole Benefit Trust, Eric R.
8 Vargas, Trustee. On the first page of Exhibit 31, is that
9 your signature on that page?

10 A. I'm going to assert my Fifth Amendment right
11 against self-incrimination.

12 Q. Did you serve as a trustee of the Sandra Keene
13 Sole Benefit Trust?

14 A. I'm going to assert my Fifth Amendment right.

15 Q. Did you prepare the Sandra Keene Sole Benefit
16 Trust?

17 A. I'm going to assert my Fifth Amendment right.

18 Q. Did Ms. Keene ever sign any checks on that
19 account?

20 A. I'm going to assert my Fifth Amendment right.

21 Q. Exhibit 32.

22 A. (Witness complies.)

23 Q. That's a copy of the July 18, 2012, deposit item
24 of \$44,433.32 into the account identified as Exhibit 31.
25 Is that correct?

1 A. I'm going to assert my Fifth Amendment right.

2 Q. Exhibit No. 33.

3 A. (Witness complies.)

4 Q. That's a copy of the Sandra Keene Sole Benefit
5 Trust check number 1500 for \$8,000 payable to Eric R.

6 Vargas dated August 9, 2012. What was this check for?

7 A. I'm going to assert my Fifth Amendment right.

8 Q. Did you sign that check as the trustee?

9 A. I'm going to assert my Fifth Amendment right.

10 Q. I'm referencing you to Exhibit 34.

11 A. (Witness complies.)

12 Q. I'm just going to abbreviate it to the Keene
13 Trust.

14 A. All right.

15 Q. Check number 1501 for \$1,000 payable to Eric R.
16 Vargas dated August 1, 2012. What was this check for?

17 A. I'm going to assert my Fifth Amendment right.

18 Q. I'm referencing you next to Exhibit 35.

19 A. (Witness complies.)

20 Q. That's the Keene Trust number 1502 for \$610
21 payable to cash dated October 8, 2012. What was this
22 check for?

23 A. I'm going to assert my Fifth Amendment right.

24 Q. Exhibit 36?

25 A. (Witness complies.)

1 Q. That's a copy of the Keene Trust check number
2 1530 for \$6,000 payable to the Law Office of Eric Vargas
3 dated December 3, 2012. What was this check for?

4 A. I'm going to assert my Fifth Amendment right.

5 Q. Did you ever submit any invoices to the Sandra
6 Keene Sole Benefit Trust?

7 A. I'm going to assert my Fifth Amendment right.

8 Q. Exhibit 37.

9 A. (Witness complies.)

10 Q. That is a copy of the Keene Trust check number
11 1503 for \$3,500 payable to yourself dated December 7,
12 2012. What was this check for?

13 A. I'm going to assert my Fifth Amendment right.

14 Q. Let me reference you to Exhibit 38.

15 A. (Witness complies.)

16 Q. That's a copy of the Keene Trust check number
17 1504 for \$3,500 payable to Eric R. Vargas dated
18 December 10, 2012. What was this check for?

19 A. I'm going to assert my Fifth Amendment right.

20 Q. Exhibit 39.

21 A. (Witness complies.)

22 Q. That's a copy of the Keene Trust check number
23 1531 for \$13,833.07 payable to Eric R. Vargas dated
24 January 4, 2013. What was this check for?

25 A. I'm going to assert my Fifth Amendment right.

1 Q. Looking at Exhibit number 40.

2 A. (Witness complies.)

3 Q. That's a copy of the Keene Trust check number
4 1505 for \$5,500 payable to Eric R. Vargas dated
5 January 18, 2013. What was this check for?

6 A. I'm going to assert my Fifth Amendment right.

7 Q. Let me reference you next to Exhibit 41.

8 A. (Witness complies.)

9 Q. That's a copy of the Keene Trust check number
10 1532 for \$1,500 payable to Eric R. Vargas dated March 11,
11 2013. What was this check for?

12 A. I assert my Fifth Amendment right.

13 Q. Looking at Exhibit 41.

14 A. (Witness complies.)

15 Q. On the reverse of that check it appears to have
16 been processed by JP Morgan Chase Bank. Do you have an
17 account with JP Morgan Chase Bank?

18 A. I assert my Fifth Amendment right.

19 Q. Let me reference you to Exhibit 42.

20 A. (Witness complies.)

21 Q. That's a copy of the Keene Trust check number
22 1507 for \$400 payable to cash dated April 12, 2013. What
23 was this check for?

24 A. I assert my Fifth Amendment right.

25 Q. Let me next reference you to Exhibit 43.

1 A. (Witness complies.)

2 Q. That's a copy of Keene Trust check number 1508
3 for \$300 payable to Eric R. Vargas dated July 26, 2013.
4 What was this check for?

5 A. I assert my Fifth Amendment right.

6 Q. Let me next reference you to Exhibit 44.

7 A. (Witness complies.)

8 Q. That's WSBA Audit Manager Rita Swanson's
9 reconstruction of your IOLTA trust account which shows
10 that the funds of Ms. White and Ms. Keene went from
11 \$154,469.03 on January 4, 2012, to \$44,433.32 as of
12 July 18, 2012, when you transferred that balance of the
13 account for the benefit of Sandra Keene. That is a
14 reduction of over \$110,000 in six and one-half months.
15 How is it possible that this was warranted?

16 A. I assert my Fifth Amendment right.

17 Q. Let me next reference you to Exhibit 45.

18 A. (Witness complies.)

19 Q. That is WSBA Audit Manager Rita Swanson's
20 reconstruction of the Keene Benefit Trust account at Bank
21 of American that shows from July 18, 2012, to January 18,
22 2013, over the course of six months funds being held for
23 the benefit of Ms. Keene went from \$44,433.32 down to
24 \$2,471.42, and that by October 8, 2013, the funds were
25 down to \$106.48. How can the virtual complete spend-out

1 of Ms. Keene's funds be warranted in such a short period
2 of time?

3 A. I assert my Fifth Amendment right.

4 Q. Have you had occasion to advise Ms. White and/or
5 Ms. Keene that only \$106.48 is left of the original
6 \$154,469.03 in their funds?

7 A. I assert my Fifth Amendment right.

8 Q. Are you still the trustee of the Sandra Keene
9 Sole Benefit Trust?

10 A. I assert my Fifth Amendment right.

11 Q. That concludes the questions that we have for
12 you today. Would you like to make any additions or
13 corrections to the statements you made in these
14 proceedings or clarify any of the matters we've discussed?

15 A. No, I think I'm fine.

16 MR. BEITEL: In that case, thank you
17 for appearing today. We don't have further questions. We
18 may call you to testify again.

19 MR. VARGAS: Okay.

20 MR. BEITEL: Thank you.

21 (Whereupon the deposition concluded at
22 1:01 p.m.)

23 (Signature was waived.)

24 (Exhibits No. 1 - No. 45 attached.)

25

C E R T I F I C A T E

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, the undersigned Washington Certified Court Reporter, pursuant to RCW 5.28.010 authorized to administer oaths and affirmations in and for the State of Washington, do hereby certify that the annexed and foregoing deposition consisting of Page 1 through 30 of the testimony of each witness named herein was taken stenographically before me and reduced to a typed format under my direction;

I further certify that according to CR 30(e) the witness was given the opportunity to examine, read and sign the deposition after the same was transcribed, unless indicated in the record that the review was waived;

I further certify that all objections made at the time of said examination to my qualifications or the manner of taking the deposition or to the conduct of any party have been noted by me upon each said deposition;

I further certify that I am not a relative or employee of any such attorney or counsel, and that I am not financially interested in the said action or the outcome thereof;

I further certify that each witness before

1 examination was by me duly sworn to testify the truth, the
2 whole truth and nothing but the truth;

3 I further certify that the deposition, as
4 transcribed, is a full, true and correct transcript of the
5 testimony, including questions and answers, and all
6 objections, motions and exceptions of counsel made and
7 taken at the time of the foregoing examination and was
8 prepared pursuant to Washington Administrative Code
9 308-14-135, the transcript preparation format guideline;

10 I further certify that I am sealing the
11 deposition in an envelope with the title of the above
12 cause and the name of the witness visible, and I am
13 delivering the same to the appropriate authority;

14 I further advise you that as a matter of firm
15 policy, the Stenographic notes of this transcript will be
16 destroyed three years from the date appearing on this
17 Certificate unless notice is received otherwise from any
18 party or counsel hereto on or before said date;

19 IN WITNESS WHEREOF, I have hereunto set my hand
20 and affixed my Washington State CCR Seal this 5th day of
21 December, 2013.

22

23

24

25

Certified Court Reporter No. 2494
in and for the State of
Washington, residing at Covington.
My certification expires 12/11/13

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6 BEFORE THE
7 DISCIPLINARY BOARD
8 OF THE
9 WASHINGTON STATE BAR ASSOCIATION

10 In re
11 ERIC R. VARGAS,
12 Lawyer (Bar No. 20364).

13 WSBA File No. 12-02366
14 SUBPOENA DUCES TECUM

15 THE STATE OF WASHINGTON TO: Eric R. Vargas

16 YOU ARE HEREBY COMMANDED under Rules 5.5 and 5.3(f) of the Rules for En-
17 forcement of Lawyer Conduct (ELC) to be and appear at the Washington State Bar Association
18 offices, 1325 4th Avenue, Suite 600, Seattle, WA 98101, on November 25, 2013 at 10:00 a.m.,
19 to testify in investigatory proceedings being conducted by the Washington State Bar Associa-
20 tion. The testimony will be recorded by a certified court reporter.

21 YOU ARE FURTHER COMMANDED to bring the following with you at the above
22 time:

23 Note: As used herein, the terms "whatever documents" and "all docu-
24 mentation" refer to all materials, whether maintained by you in a hard
copy or electronic format, which are necessary to fully explain, docu-
ment, and justify the transactions at issue, and includes both those mate-
rials in your physical possession and those materials which you have the
legal ability to obtain.



1 1. Your complete file and whatever documents may be in your possession or control
2 relating to your representation of Willie White, and all financial records, including trust ac-
3 count check register and client ledgers, canceled checks, deposit records, and bank statements
4 relating to funds received in connection with your representation of Willie White and all doc-
5 uments related to fees charged and/or collected for such representation, including any billing
6 records or billing statements.

7 2. Your complete file and whatever documents may be in your possession or control
8 relating to your representation of Sandra Keene, and all financial records, including trust ac-
9 count check register and client ledgers, canceled checks, deposit records, and bank statements
10 relating to funds received in connection with your representation of Sandra Keene and all doc-
11 uments related to fees charged and/or collected for such representation, including any billing
12 records or billing statements.

13 3. Your complete file and whatever documents may be in your possession or control
14 relating to your drafting, creating, funding and administration of the Irrevocable Trust For the
15 Benefit of Sandra Keene and/or the Sandra Keene Sole Benefit Trust, including all financial
16 records, including check registers and ledgers, canceled checks, deposit records, and bank
17 statements relating to the funds received in connection with the Irrevocable Trust For the Bene-
18 fit of Sandra Keene and/or the Sandra Keene Sole Benefit Trust and disbursements made from
19 those funds.

20 4. All documentation as may be necessary to fully account for the transactions by
21 which the \$154,469.03 received from Willie White and/or Sandra Keene and deposited into
22 your IOLTA Bank of America account ending in 6001 on or about January 4, 2012, was re-
23 duced to the balance of \$44,433.32 as of July 18, 2012.

1 5. All documentation as may be necessary to fully account for the transactions by
2 which the \$44,433.32 deposited on or about July 18, 2012 into the Sandra Keene Sole Benefit
3 Trust, Bank of America account ending in 3712, was reduced to the balance of \$106.48 as of
4 October 8, 2013.

5 6. The original check register stubs for your IOLTA Bank of America account end-
6 ing in 6001 for the period of December 1, 2011 through November 1, 2013.

7 7. All documentation related to the deposit of \$154,469.03 on or about January 4,
8 2012 into your IOLTA Bank of America account ending in 6001.

9 8. All documentation related to your IOLTA Bank of America account ending in
10 6001, Check #1066 payable to Eric R. Vargas in the amount of \$15,000.

11 9. All documentation related to your IOLTA Bank of America account ending in
12 6001, Check #1068 payable to Eric R. Vargas in the amount of \$1,000.

13 10. All documentation related to your IOLTA Bank of America account ending in
14 6001, Check #1069 in the amount of \$4,669.09 made payable to the Yakima County Treasurer.

15 11. All documentation related to your IOLTA Bank of America account ending in
16 6001, Check #1070 in the amount of \$6,500 made payable to Eric R. Vargas, including your
17 complete file on the representation of Fred Miller.

18 12. All documentation related to your IOLTA Bank of America account ending in
19 6001, Check #1072 in the amount of \$3,803.75 made payable to Digital Services Inc., includ-
20 ing the receipt for the purchase.

21 13. All documentation related to your IOLTA Bank of America account ending in
22 6001, Check #1073 in the amount of \$2,053.50 made payable to George Vlahakis M.D., in-
23 cluding all billings and other correspondence to and from Dr. Vlahakis.
24

1 14. All documentation related to your IOLTA Bank of America account ending in
2 6001, Check #1074 in the amount of \$1,100 made payable to Eric R. Vargas reportedly for le-
3 gal services in obtaining a DV protection order for Keene. Please provide your complete
4 billings and all case documentation for such a representation.

5 15. All documentation related to your IOLTA Bank of America account ending in
6 6001, Check #1075 in the amount of \$2,500 made payable to the Estate of Bernard Faris in-
7 cluding your complete file on the representation of the Estate of Bernard Faris.

8 16. All documentation related to your IOLTA Bank of America account ending in
9 6001, Check #1079 in the amount of \$12,000 made payable to Eric R. Vargas.

10 17. All documentation related to your IOLTA Bank of America account ending in
11 6001, Check #1080 in the amount of \$10,000 made payable to Eric R. Vargas.

12 18. All documentation related to your IOLTA Bank of America account ending in
13 6001, Check #1081 in the amount of \$3,000 made payable to The Law Office of Eric R. Var-
14 gas.

15 19. All documentation related to your IOLTA Bank of America account ending in
16 6001, Check #1082 in the amount of \$10,000 made payable to Eric R. Vargas.

17 20. All documentation related to your IOLTA Bank of America account ending in
18 6001, Check #1083 in the amount of \$10,000 made payable to Eric R. Vargas.

19 21. All documentation related to your IOLTA Bank of America account ending in
20 6001, Check #1084 in the amount of \$6,712.14 made payable to Eric R. Vargas.

21 22. All documentation related to your IOLTA Bank of America account ending in
22 6001, Check #1085 in the amount of \$3,610.79 made payable to Eric R. Vargas.

23 23. All documentation related to your IOLTA Bank of America account ending in
24

1 | 6001, Check #1086 in the amount of \$1,848.86 made payable to Eric R. Vargas.

2 | 24. All documentation related to your IOLTA Bank of America account ending in
3 | 6001, Check #1087 in the amount of \$9,832.79 made payable to Eric A. Vargas.

4 | 25. All documentation related to your IOLTA Bank of America account ending in
5 | 6001, Check #1088 in the amount of \$1,632.79 made payable to Eric A. Vargas.

6 | 26. All documentation related to your IOLTA Bank of America account ending in
7 | 6001, Check #1089 in the amount of \$14,327.11 made payable to Eric A. Vargas.

8 | 27. All documentation related to your IOLTA Bank of America account ending in
9 | 6001, Check #1090 in the amount of \$44,433.32 made payable to the Irrevocable Trust fbo
10 | Sandra Keene.

11 | 28. All documentation related to deposit dated December 3, 2012 from the Sandra
12 | Keene Sole Benefit Trust Bank of America account ending in 3712 into your IOLTA Bank of
13 | America account ending in 6001 in the amount of \$6,000.

14 | 29. All documentation related to the Sandra Keene Sole Benefit Trust, Bank of Amer-
15 | ica account ending in 3712, Check #1500 in the amount of \$8,000 made payable to you.

16 | 30. All documentation related to the Sandra Keene Sole Benefit Trust, Bank of Amer-
17 | ica account ending in 3712, Check #1501 in the amount of \$1,000 made payable to Eric A.
18 | Vargas.

19 | 31. All documentation related to the Sandra Keene Sole Benefit Trust, Bank of Amer-
20 | ica account ending in 3712, Check #1502 in the amount of \$610 made payable to Cash.

21 | 32. All documentation related to the Sandra Keene Sole Benefit Trust, Bank of Amer-
22 | ica account ending in 3712, Check #1503 in the amount of \$3,500 made payable to Eric Var-
23 | gas.

1 33. All documentation related to the Sandra Keene Sole Benefit Trust, Bank of Amer-
2 ica account ending in 3712, Check #1504 in the amount of \$3,500 made payable to Eric R.
3 Vargas.

4 34. All documentation related to the Sandra Keene Sole Benefit Trust, Bank of Amer-
5 ica account ending in 3712, Check #1505 in the amount of \$5,500 made payable to Eric R.
6 Vargas.

7 35. All documentation related to the Sandra Keene Sole Benefit Trust, Bank of Amer-
8 ica account ending in 3712, Check #1507 in the amount of \$400 made payable to Cash.

9 36. All documentation related to the Sandra Keene Sole Benefit Trust, Bank of Amer-
10 ica account ending in 3712, Check #1508 in the amount of \$300 made payable to Eric R. Var-
11 gas.

12 37. All documentation related to the Sandra Keene Sole Benefit Trust, Bank of Amer-
13 ica account ending in 3712, Check #1530 in the amount of \$6,000 made payable to The Law
14 Office of Eric Vargas.

15 38. All documentation related to the Sandra Keene Sole Benefit Trust, Bank of Amer-
16 ica account ending in 3712, Check #1531 in the amount of \$13,833.87 made payable to Eric R.
17 Vargas.

18 39. All documentation related to the Sandra Keene Sole Benefit Trust, Bank of Amer-
19 ica account ending in 3712, Check #1532 in the amount of \$1,500 made payable to Eric R.
20 Vargas.

21 Dated this 13th day of November, 2013.

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Randy Beitel, Bar No. 7177
Senior Disciplinary Counsel

1 CR 45 Sections (c) and (d):

2 (c) Protection of Persons Subject to Subpoenas.

- 3 (1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue
burden or expense on a person subject to that subpoena. The court shall enforce this duty and impose upon that party or attorney
in breach of his duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's
fee.
- 4 (2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things,
or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for
deposition, hearing or trial.
- 5 (B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days
after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon
the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materi-
6 als or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials
or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made,
the party serving the subpoena may, upon notice to the person commanded to produce and all other parties, move at any time for
7 an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer
of a party from significant expense resulting from the inspection and copying commanded.
- 8 (3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it;
- 9 (i) fails to allow reasonable time for compliance;
- (ii) fails to comply with RCW 5.56.010 or subsection (e)(2) of this rule;
- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
- (iv) subjects a person to undue burden, provided that, the court may condition denial of the motion upon a requirement that the subpoe-
naing party advance the reasonable cost of producing the books, papers, documents, or tangible things.
- 10 (B) If a subpoena
- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- 11 (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and re-
sulting from the expert's study made not at the request of any party, the court may, to protect a person subject to or affected by the
subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the tes-
timony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is ad-
dressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

12 (d) Duties in Responding to Subpoena.

- 13 (1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or
shall organize and label them to correspond with the categories in the demand.
- 14 (2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation
materials, the claim shall be made expressly and shall be support by a description of the nature of the documents, communica-
tions, or things not produced that is sufficient to enable the demanding party to contest the claim.
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WSBA

OFFICE OF DISCIPLINARY COUNSEL

Randy Beitel
Senior Disciplinary Counsel

direct line: 206-727-8257
fax: 206-727-8325
randyb@wsba.org

September 27, 2013

ADDITIONAL REQUEST FOR RESPONSE TO GRIEVANCE

Eric Rene' Vargas
The Law Office of Eric R. Vargas
917 Triple Crown Way Ste 100
Yakima, WA 98908-2426

Re: Grievance of WSBA against Eric Rene' Vargas
WSBA File No. 12-02366

Dear Mr. Vargas:

Thank you for meeting this week with my investigator, Brian McCarthy. I am writing to confirm the request made by Mr. McCarthy that you provide additional information and documents regarding this matter. This includes the following:

1. The complete file with regard to the creation of the Irrevocable Trust fbo Sandra Keene. Vargas identified this as a sole beneficiary trust and agreed provide all documentation including the fee agreement.
2. All account information and bank statements with regard to the Irrevocable Trust fbo Sandra Keene from the date the account was open up until the present, including the location of the funds.
3. All invoices and billing for your work as trustee for the Irrevocable Trust fbo Sandra Keene.



4. Verification of the expenditure check #1068 dated January 4, 2012 in the amount of \$1,000 for gift cards.
5. Verification of the expenditure check #1069 dated January 4, 2012 in the amount of \$4,669.09 made out to the Yakima County Treasurer, with the complete documentation associated with this expenditure.
6. Complete verification regarding Check #1072 dated January 10, 2012 in the amount of \$3,803.75 made out to Digital Services Inc., including the receipt for the purchase.
7. Complete verification as to Check #1074 dated January 11, 2012 in the amount of \$1,100 made out to Eric R. Vargas reportedly for legal services in obtaining a DV protection order for Keene. Please provide your complete billings and all case documentation.
8. Complete verification as to Check #1073 dated January 11, 2012 in the amount of \$2,053.50 made out to George Vlahakis M.D.
9. Complete verification as to the deposit dated December 3, 2012 from Sandra Keene Sole Benefit Trust into the Vargas' IOLTA in the amount of \$6,000, including a copy of the check.
10. You have agreed to provide an explanation and documentation to explain a number of withdrawals from the IOLTA, and therefore White's funds, that have a name associated with them.
11. Provide the Altona settlement statement with an explanation regarding why the amount of proceeds disbursed is different than the amount of the proceeds deposited.
12. Provide an explanation with regard to the funds for the estate of James D. Scott. Including the disposition of the remaining \$12,788.75 in your IOLTA which you indicated may have been split between your client and the client represented by Velikanje Halverson in order to avoid a will contest and to resolve the matter.
13. Provide the settlement statements for Helen Downs in the amount of \$47,500 and \$20,000. Also provide verification that the payment to Humana in the amount of \$10,602.37 was in fact processed after two failed attempts. Also to provide an explanation as to why the remaining \$8447.63 for Downs is not in the IOLTA.
14. Provide invoices for client James B. Emmons in order to confirm the amount of the fee payment.
15. Identify the holder of the Bank of America account ending in #0661.

Eric Rene' Vargas
September 27, 2013
Page 3 of 3

Please provide the above requested information and documents no later than October 31, 2013.

Thank you for your cooperation.

Sincerely,


Randy Beitel
Senior Disciplinary Counsel

000042



WSBA

OFFICE OF DISCIPLINARY COUNSEL

Randy Beitel
Senior Disciplinary Counsel

direct line: (206) 727-8257
fax: (206) 727-8325
email: randyb@wsba.org

October 31, 2013

CERTIFIED RETURN RECEIPT NO. 7011 2970 0003 3350 4960

Eric R. Vargas
The Law Office of Eric R. Vargas
917 Triple Crown Way Ste 100
Yakima, WA 98908-2426

Re: Grievance of WSBA against Eric R. Vargas
WSBA File No. 12-02366

Dear Mr. Vargas:

On September 27, 2013, we requested you provide an additional written response and materials to the above referenced grievance. To the best of my knowledge, your response, which is required by Rule 5.3(e) of the Rules for Enforcement of Lawyer Conduct (ELC), has not been received.

Under ELC 5.3(e), you must file a written response to the allegations of this grievance and provide the requested documents within ten days after service of this letter, i.e., on or before November 13, 2013. If we do not receive your response within the ten-day period, we will subpoena you for a deposition. If we must serve a subpoena, you will be liable for the costs of the deposition, including service of process, and attorney fees of \$500. ELC 5.3(f)(2).

You should be aware that failing to respond is, in itself, grounds for discipline and may subject you to interim suspension under ELC 7.2(a)(3).

Sincerely,


Randy Beitel
Senior Disciplinary Counsel

CERTIFICATE OF SERVICE

I certify that I caused the foregoing letter to be mailed to Eric R. Vargas, Respondent at 917 Triple Crown Way Ste 100, Yakima, WA 98908-2426, Certified Mail, Postage Prepaid, on the 31st day of October, 2013.




Randy Beitel
Senior Disciplinary Counsel

7011 2970 0003 3350 4960

US Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No insurance coverage provided)

For delivery information visit our website at www.usps.com

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Postage \$

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$

Send To
 Street, Apt. No. or PO Box No.
 City, State ZIP+4

Eric R. Vargas
 917 Triple Crown Way Ste
 Suite 100
 Yaluma, WA 98908-2426

See reverse for instructions

000044

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>ERIC R. VARGAS</i> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>Eric R. Vargas The Law Office of Eric R. Vargas 917 Triple Crown Way Suite 100 Yaluma, WA 98908-2426</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 2970 0003 3350 4960</p>

Rita Swanson

From: Eric Vargas [evargas@elderlawv.com]
Sent: Friday, March 15, 2013 2:33 PM
To: Rita Swanson
Subject: WSBA No. 12-02366
Attachments: AR-M355N_20130315_141824.pdf

<<AR-M355N_20130315_141824.pdf>>
AR-M355N_20130315_141824.pdf;



000045



447699

ISSUER: SANDRA M KEENE

Date 12/30/11

LAW OFFICES OF ERIC VARGAS IOLTA ACCOUNT

EXACTLY **154,469 AND 03/100 DOLLARS

\$ *****154,469.03

CUSTOMER - FILE COPY

CASHIER'S CHECK

BANNER BANK

AUTHORIZED SIGNATURE

NOT NEGOTIABLE

000046

Bank of America



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

H

Page 1 of 3
Statement Period
01/01/12 through 01/31/12
EO PPA OA 67 0357392
Enclosures 0
Account Number [REDACTED] 6001



01353 001 SCM999

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW
1217 S 40TH AVE
YAKIMA, WA 98908-3961

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information www.bankofamerica.com

For additional information on services, you may call
CORP/BUSINESS SV (1-800-927-2167)

Or you may write to
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$0.00
Statement Period	01/01/12 through 01/31/12	Amount of Deposits/Credits	\$154,469.03
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	\$47,970.09
Number of Withdrawals/Debits	9	Statement Ending Balance	\$106,498.94
Number of Days in Cycle	31	Average Ledger Balance	\$101,217.21
		Service Charge	\$0.00

Deposits and Credits

Date	Customer Reference	Amount (\$)	Description	Bank Reference
1/04		154,469.03	Deposit	813000950334409



000047

0001

LAW OFFICES OF ERIC R VARGASO
 POOLED IOLTA FOR LFW

H
 Page 2 of 3
 Statement Period
 01/01/12 through 01/31/12
 EO PPA 0A 67
 Enclosures 0
 Account Number [REDACTED] 6001

Withdrawals and Debits
 Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
1066	15,000.00	01/05	813000850803000	1072	3,803.75	01/11	813009692103773
1068*	1,000.00	01/04	813001050529176	1073	2,053.50	01/11	813000950967361
1069	4,669.09	01/04	813006792603528	1074	1,100.00	01/11	813006892194218
1070	6,500.00	01/05	813009692488377	1075	2,500.00	01/11	813002082994643
1071	11,343.75	01/10	813006692020594				

* Gap in sequential check numbers.

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
01/04	148,799.94	01/10	115,956.19
01/05	127,299.94	01/11	106,498.94

Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



Page 1 of 3
Statement Period
02/01/12 through 02/29/12
EO P PA OA 67 0339178
Enclosures 0
Account Number [REDACTED] 6001



01353 001 SCM999

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW
1217 S 40TH AVE
YAKIMA, WA 98908-3961

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information
www.bankofamerica.com

For additional information on services you may call
1-888-BUSINESS (1-888-287-4637)

Or you may write to
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$106,498.94
Statement Period	02/01/12 through 02/29/12	Amount of Deposits/Credits	\$47,500.00
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	\$25,000.00
Number of Withdrawals/Debits	2	Statement Ending Balance	\$128,998.94
Number of Days in Cycle	29	Average Ledger Balance	\$129,343.76
		Service Charge	\$0.00

Deposits and Credits

Date	Customer	Amount (\$)	Description	Bank Reference
02/13		47,500.00	Deposit	813000650523043

LAW OFFICES OF ERIC R. VARGASO
POOLED IOLTA FOR LFW

Page 2 of 3
Statement Period
02/01/12 through 02/29/12
EO P PA OA 67
Enclosures 0
Account Number 0000 5013 6001

Withdrawals and Debits
Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
1076	15,000.00	02/21	813001050059412	1077	10,000.00	02/29	813000650053452

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
12/01	106,498.94	02/21	138,998.94
12/13	153,998.94	02/29	128,998.94

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement : \$ _____

SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers if you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

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Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



02353 001 SCM999 0

LAW OFFICES OF ERIC R VARGASO
 POOLED IOLTA FOR LFW
 1217 S 40TH AVE
 YAKIMA, WA 98908-3961

Our Online Banking service allows you to check balances, track account activity and more.
 With Online Banking you can also view up to 18 months of this statement online.
 Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information

www.bankofamerica.com

For additional information or service, you may call
 1-800-BUSINESS (1-800-888-8724/637)

Or you may write to:

Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$128,998.94
Statement Period	03/01/12 through 03/31/12	Amount of Deposits/Credits	\$20,000.00
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	\$45,450.00
Number of Withdrawals/Debits	3	Statement Ending Balance	\$103,548.94
Number of Days in Cycle	31	Average Ledger Balance	\$126,368.29
		Service Charge	\$0.00

Deposits and Credits

Date	Customer Posted Reference	Amount (\$)	Description	Bank Reference
3/05		20,000.00	Deposit	813001050674921

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW

Page 2 of 3
Statement Period
03/01/12 through 03/31/12
EO P PA OA 67
Enclosures 0
Account Number [REDACTED] 6001

Withdrawals and Debits
Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
.078	23,450.00	03/13	813009992621695	1080	10,000.00	03/30	813008912388892
.079	12,000.00	03/19	813002082396976				

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
03/01	128,998.94	03/13	125,548.94	03/30	103,548.94
03/05	148,998.94	03/19	113,548.94		

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

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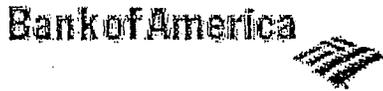
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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Page 1 of 3
Statement Period
04/01/12 through 04/30/12
EO P PA OA 67 0297306
Enclosures 0
Account Number [REDACTED] 6001



01353 001 SCM999

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POOLED IOLTA FOR LFW
1217 S 40TH AVE
YAKIMA, WA 98908-3961

Our Online Banking service allows you to check balances, track account activity and more.
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Customer Service Information

www.bankofamerica.com

For additional information or to schedule a call, call 1-800-555-6343 (1-800-555-6343)

Or you may write:

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$103,548.94
Statement Period	04/01/12 through 04/30/12	Amount of Deposits/Credits	\$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	\$3,000.00
Number of Withdrawals/Debits	1	Statement Ending Balance	\$100,548.94
Number of Days in Cycle	30	Average Ledger Balance	\$103,148.94
		Service Charge	\$0.00

Withdrawals and Debits
Checks

Check Number	Amount (\$)	Date Posted	Bank Reference
1081	3,000.00	04/27	813006092580152

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LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFOW

Page 2 of 3
Statement Period
04/01/12 through 04/30/12
EO P P A OA 67
Enclosures 0
Account Number [REDACTED] 6001

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
04/01	103,548.94	04/27	100,548.94

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

- 3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

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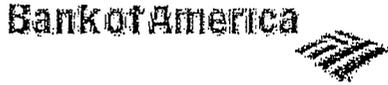
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Page 1 of 3
 Statement Period
 05/01/12 through 05/31/12
 EO P PA OA 67 0285880
 Enclosures 0
 Account Number [REDACTED] 6001



01353 001 SCM999 0

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 YAKIMA, WA 98908-3961

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 1-800-832-7667

Or you may write to:

Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFOR

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$100,548.94
Statement Period	05/01/12 through 05/31/12	Amount of Deposits/Credits	\$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	\$20,000.00
Number of Withdrawals/Debits	2	Statement Ending Balance	\$80,548.94
Number of Days in Cycle	31	Average Ledger Balance	\$84,419.90
		Service Charge	\$0.00

Withdrawals and Debits
 Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
1082	10,000.00	05/03	813008912913932	1083	10,000.00	05/11	813008912362025

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0012

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW

Page 2 of 3
Statement Period
05/01/12 through 05/31/12
EO P PA 0A 67
Enclosures 0
Account Number [REDACTED] 6001

Daily Ledger Balances

<u>Date</u>	<u>Balance (\$)</u>	<u>Date</u>	<u>Balance (\$)</u>	<u>Date</u>	<u>Balance (\$)</u>
05/01	100,548.94	05/03	90,548.94	05/11	80,548.94

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here _____ \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) _____ \$ _____
- 4. This Is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here _____ \$ _____
- 2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Page 1 of 3
Statement Period
06/01/12 through 06/30/12
EO P PA OA 67 0222915
Enclosures 0
Account Number [REDACTED] 6001



02353 001 SCM999

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YAKIMA, WA 98908-3961

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Or you may write to
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P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$80,548.94
Statement Period	06/01/12 through 06/30/12	Amount of Deposits/Credits	\$1,848.86
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	\$22,004.58
Number of Withdrawals/Debits	4	Statement Ending Balance	\$60,393.22
Number of Days in Cycle	30	Average Ledger Balance	\$70,651.79
		Service Charge	\$0.00

Deposits and Credits

Date Posted	Customer Reference	Amount (\$)	Description	Bank Reference
06/21		1,848.86	Deposit	813005012015874

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0015

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW

Page 2 of 3
Statement Period
06/01/12 through 06/30/12
EO P PA OA 67
Enclosures 0
Account Number [REDACTED] 6001

Withdrawals and Debits
Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
1084	6,712.14	06/07	813008912898161	1086	1,848.86	06/21	813005012015840
1085	3,610.79	06/07	813006692011005	1087	9,832.79	06/26	813005892271448

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
06/01	80,548.94	06/07	70,226.01
		06/26	60,393.22

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
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- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
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This Balance should match your new Account Register Balance

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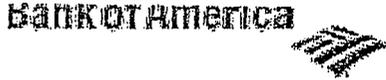
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Page 1 of 3
 Statement Period
 07/01/12 through 07/31/12
 EO P PA OA 67 0262698
 Enclosures 0
 Account Number [REDACTED] 6001



01353 001 SCM999

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1-800-432-6347 (Small Business)

Or you may write to:



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 Tampa, FL 33622-5118

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$60,393.22
Statement Period	07/01/12 through 07/31/12	Amount of Deposits/Credits	\$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	\$60,393.22
Number of Withdrawals/Debits	3	Statement Ending Balance	\$0.00
Number of Days in Cycle	31	Average Ledger Balance	\$28,736.82
		Service Charge	\$0.00

Withdrawals and Debits
 Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
1088	1,632.79	07/05	813008912768407	1090	44,433.32	07/18	813008912686488
1089	14,327.11	07/10	813008912557349				

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LAW OFFICES OF ERIC R VARGASO
POOLED JOLTA FOR LFOW

Page 2 of 3
Statement Period
07/01/12 through 07/31/12
EO P PA 0A 67
Enclosures 0
Account Number [REDACTED] 6001

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
07/01	60,393.22	07/10	44,433.32
07/05	58,760.43	07/18	0.00

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers if you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

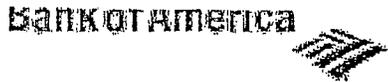
For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Page 1 of 3
Statement Period
08/01/12 through 08/31/12
EO P PA 0A 67 0259728
Enclosures 0
Account Number [REDACTED] 6001



04353 001 SCM999

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW
1217 S 40TH AVE
YAKIMA, WA 98908-3961

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information

www.bankofamerica.com

For additional information on our services, you may call:

1-800-MY-SMART (628-8237/2377)

Or you may write to:

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$0.00
Statement Period	08/01/12 through 08/31/12	Amount of Deposits/Credits	\$21.28
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	\$0.00
Number of Withdrawals/Debits	0	Statement Ending Balance	\$21.28
Number of Days in Cycle	31	Average Ledger Balance	\$16.47
		Service Charge	\$0.00

Deposits and Credits

Date	Customer	Amount (\$)	Description	Bank Reference
08/08		21.28	Deposit	813008912045217

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LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW

Page 2 of 3
Statement Period
08/01/12 through 08/31/12
EO P PA 0A 67
Enclosures 0
Account Number [REDACTED] 5001

Daily Ledger Balances

Date	Balance (\$)
08/08	21.28

How To Balance Your Bank of America Account

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- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

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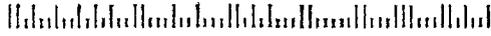
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Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

Page 1 of 3
 Statement Period :
 09/01/12 through 09/30/12
 EO P PA OA 67 0200499
 Enclosures 0
 Account Number [REDACTED] 6001



01353 001 SCM999

LAW OFFICES OF ERIC R VARGASO
 POOLED IOLTA FOR LFW
 1217 S 40TH AVE
 YAKIMA, WA 98908-3961

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Customer Service Information

www.bankofamerica.com

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 1-888-BUSINESS (1-888-287-4689)

Or, you may write to
 Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$21.28
Statement Period	09/01/12 through 09/30/12	Amount of Deposits/Credits	\$63,605.46
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	\$37,156.68
Number of Withdrawals/Debits	6	Statement Ending Balance	\$26,470.06
Number of Days in Cycle	30	Average Ledger Balance	\$37,369.55
		Service Charge	\$0.00

Deposits and Credits

Date Posted	Customer Reference	Amount (\$)	Description	Bank Reference
09/04		61,207.78	Deposit	813008912803406
09/20		2,397.68	Deposit	813008912838786

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LAW OFFICES OF ERIC R VARGASO
 POOLED IOLTA FOR LFW

Page 2 of 3
 Statement Period
 09/01/12 through 09/30/12
 EO P PA OA 67
 Enclosures 0
 Account Number [REDACTED] 6001

Withdrawals and Debits
 Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
1091	21.28	09/05	813006892664519	1094	4,000.00	09/24	813008912638386
1092	21,188.04	09/18	813009292420289	1095	2,397.68	09/28	813000892388034
1093	1,312.00	09/12	813008912159278				

Other Debits

Date Posted	Customer Reference	Amount (\$)	Description	Bank Reference
09/04		8,237.68	WA Tlr transfer to Chk 0661 Banking Ctr Westpark Confirmation# 4079858933	#0049908 WA 957609047512530

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
09/01	21.28	09/12	51,658.10	09/24	28,867.74
09/04	52,991.38	09/18	30,470.06	09/28	26,470.06
09/05	52,970.10	09/20	32,867.74		

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SUBTOTAL _____ \$ _____

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Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Page 1 of 3
Statement Period
10/01/12 through 10/31/12
EO P PA OA 67 0247126
Enclosures 0
Account Number [REDACTED] 6001



01353 001 8CM999

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFLOW
1217 S 40TH AVE
YAKIMA, WA 98908-3961

Our Online Banking service allows you to check balances, track account activity and more.
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Customer Service Information
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For additional information, call 1-800-368-5212 or 1-800-735-7243.
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFLOW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$26,470.06
Statement Period	10/01/12 through 10/31/12	Amount of Deposits/Credits	\$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	\$11,718.76
Number of Withdrawals/Debits	3	Statement Ending Balance	\$14,751.30
Number of Days in Cycle	31	Average Ledger Balance	\$22,313.67

Withdrawals and Debits
Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
1096	3,500.00	10/09	813009492365190	1098	1,836.65	10/30	813006292448356
1097	6,382.11	10/25	813006992724641				

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW

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Page 2 of 3
Statement Period
10/01/12 through 10/31/12
EO P PA OA 67
Enclosures 0
Account Number [REDACTED] 6001

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)
10/01	26,470.06	10/25	16,587.95
10/09	22,970.06	10/30	14,751.30

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How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
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- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
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SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
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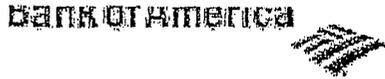
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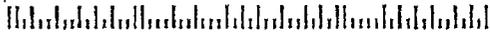
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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Page 1 of 3
Statement Period
11/01/12 through 11/30/12
EO P PA OA 67 0259723
Enclosures 0
Account Number [REDACTED] 6001



03353 001 BCM999

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFWO
917 TRIPLE CROWN WAY STE 100
YAKIMA, WA 98908-2426

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Or visit us online at
 SmallBusiness@bankofamerica.com
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

This holiday season, you can make 3 times the difference in the fight against hunger. For every \$1 you give from now until January 7, 2013, we'll give \$2, up to a maximum total match of \$1,500,000. Together, we'll help provide thousands of meals to people in need through Feeding America's Give a Meal campaign. To give, visit www.bankofamerica.com/give.

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW

Page 2 of 3
Statement Period
11/01/12 through 11/30/12
EO P PA OA 67
Enclosures 0
Account Number [REDACTED] 6001

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$14,751.30
Statement Period	11/01/12 through 11/30/12	Amount of Deposits/Credits	\$21,204.74
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	\$30,820.74
Number of Withdrawals/Debits	6	Statement Ending Balance	\$5,135.30
Number of Days in Cycle	30	Average Ledger Balance	\$7,633.40

Deposits and Credits

Date	Customer	Amount (\$)	Description	Bank Reference
11/28	0000001104	10,602.37	Return Of Posted Check / Item (Received On 11-27) Check #0000001104	955311270000969
11/30	0000001104	10,602.37	Return Of Posted Check / Item (Received On 11-29) Check #0000001104	955311290000750

Withdrawals and Debits
Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
1099	1,000.00	11/02	813007312109045	1104*	10,602.37	11/27	813009992198050
1100	2,700.00	11/06	813002082919193	1104*	10,602.37	11/29	813009192035591
1101	3,500.00	11/05	813009492820775	1105	2,416.00	11/29	813003142403767

* Gap in sequential check numbers.

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
11/01	14,751.30	11/06	7,551.30	11/29	5,467.07
11/02	13,751.30	11/27	3,051.07	11/30	5,135.30
11/05	10,251.30	11/28	7,551.30		

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- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

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SUBTOTAL \$ _____

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Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

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- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

Bank of America, N.A. Member FDIC and  Equal Housing Lender

Bank of America



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

H

Page 1 of 3
Statement Period
12/01/12 through 12/31/12
EO P PA '0A 67 0191145
Enclosures 0
Account Number [REDACTED] 6001



02353 001 SCM999

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW
917 TRIPLE CROWN WAY STE 100
YAKIMA, WA 98908-2426

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information

www.bankofamerica.com

For additional information on our services, please call 1-800-368-5212. Or, you can write to: Bank of America, N.A., P.O. Box 25118, Tampa, FL 33622-5118.

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$5,135.30
Statement Period	12/01/12 through 12/31/12	Amount of Deposits/Credits	\$31,665.80
Number of Deposits/Credits	2	Amount of Withdrawals/Debits	\$35,782.66
Number of Withdrawals/Debits	3	Statement Ending Balance	\$1,018.44
Number of Days in Cycle	31	Average Ledger Balance	\$9,892.05

Deposits and Credits

Date Posted	Customer Reference	Amount (\$)	Description	Bank Reference
12/03		6,000.00	Deposit	813003542343670
12/11		25,665.80	Deposit	813003442988180

000079

0033

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFOW

Page 2 of 3
Statement Period
12/01/12 through 12/31/12
EO P PA OA 67
Enclosures 0
Account Number [REDACTED] 6001

Withdrawals and Debits
Checks

Check Number	Amount (\$)	Date Posted	Bank Reference	Check Number	Amount (\$)	Date Posted	Bank Reference
1106	11,865.30	12/12	813003542641823	1108	10,181.31	12/20	813003342715684
1107	13,736.05	12/17	813009192282530				

Daily Ledger Balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
12/01	5,135.30	12/11	36,801.10	12/17	11,199.75
12/03	11,135.30	12/12	24,935.80	12/20	1,018.44

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals	Checks, ATM, Check Card, Electronic Withdrawals	Checks, ATM, Check Card, Electronic Withdrawals	Checks, ATM, Check Card, Electronic Withdrawals
Date/Check # Amount	Date/Check # Amount	Date/Check # Amount	Date/Check # Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers if you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Page 1 of 2
Statement Period
11/01/11 through 11/30/11
EO P PA OA 67 0386463
Enclosures 0
Account Number [REDACTED] 6001



01353 001 SCM999 0

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW
1217 S 40TH AVE
YAKIMA WA 98908-3961

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information
www.bankofamerica.com

For additional information on our services, please call 1-800-368-6263. You may also write to Bank of America, N.A., P.O. Box 25118, Tampa, FL 33622-5118.

Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$0.00
Statement Period	11/01/11 through 11/30/11	Amount of Deposits/Credits	\$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	\$0.00
Number of Withdrawals/Debits	0	Statement Ending Balance	\$0.00
Number of Days in Cycle	30	Average Ledger Balance	\$0.00
		Service Charge	\$0.00



000082

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Page 1 of 2
Statement Period
12/01/11 through 12/31/11
EO P PA OA 67 0310393
Enclosures 0
Account Number [REDACTED] 6001



03353 001 SCM999 0

LAW OFFICES OF ERIC R VARGASO
POOLED IOLTA FOR LFW
1217 S 40TH AVE
YAKIMA, WA 98908-3961

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information

www.bankofamerica.com

For additional information or services you may call:

1-800-BUSINESS (1-800-287-4637)

Or you may write to:

Bank of America Bank, A
P.O. Box 25118
Tampa, FL 33622-5118

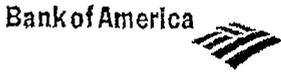
Deposit Accounts

Public Service Trust Account

LAW OFFICES OF ERIC R VARGASO POOLED IOLTA FOR LFW

Your Account at a Glance

Account Number	[REDACTED] 6001	Statement Beginning Balance	\$0.00
Statement Period	12/01/11 through 12/31/11	Amount of Deposits/Credits	\$0.00
Number of Deposits/Credits	0	Amount of Withdrawals/Debits	\$0.00
Number of Withdrawals/Debits	0	Statement Ending Balance	\$0.00
Number of Days in Cycle	1	Average Ledger Balance	\$0.00
		Service Charge	\$0.00



Capture Date: 01/05/2012 Sequence #: 850803000

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3961

DATE 11/30/2011 19-2/1250 WA 62703

PAY TO THE ORDER OF Eric R. Vargas \$ 15,000.00

FIFTEEN THOUSAND and 00/100 DOLLARS

Bank of America
 IOLTA Account 062703
 Washington

IOLTA
Eric R. Vargas

FOR _____

BANK OF AMERICA NA SEA
 1220046614 E6883 91 P03
 01/05/12
 0850803000

01980

Eric R. Vargas

No Electronic Endorsements Found
No Payee Endorsements Found





THE LAW OFFICE OF ERIC R. VARGAS

917 Triple Crown Way, Ste. 100
Yakima, WA 98908
Phone: (509) 972-9862
Fax: (509) 972-9784

July 23, 2013

Via e-mail to ritas@wsba.org

Washington State Bar Association
Office of Disciplinary Counsel
Attn Rita Swanson
1325 4th Avenue, Ste. 600
Seattle, WA. 98101-2539

RE: *The Law Office of Eric R. Vargas*
WSBA File No. 12-02366

Dear Ms. Swanson:

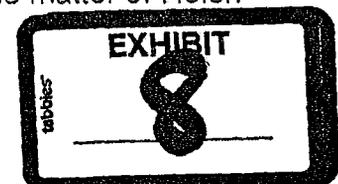
In response to your letter of June 20, 2013, I am sending you the information you requested.

Your first request was for clarification of a check no. 1076 in the amount of \$15,000.00 written as a fee to client Arlene Altena on 02/21/2012. I mislabeled that check. I had 2 personal injury suits that settled in 2012. One was Helen Downs and the other was Arlene Altena. The 02/21/2012 check no. 1076 was a one-third fee for the settlement I received for Helen Downs. I am sending you the documentation on Altena as well.

Your second request involved a deposit of \$61,207.78 dated 09/04/2012. This was a check that had been held in the Clerk's Registry in a disputed matter regarding the Estate of James Scott. I wrote a check no. 1092 to the IOLTA account to opposing counsel in the amount of \$21,188.04 in settlement of the matter. I am including an invoice for my initial services in the matter of \$8,237.68. This is the answer to question 10 regarding an electronic transfer of that amount to my account no. 0661. I did not record the electronic transfer in my register.

I have since written checks on that account disbursing the remaining balance to the Personal Representative, including ongoing legal fees. These checks were issued to my business account for the remaining balance. These were checks number 1093, 1094, 1096 and 1108.

In response to your request no. 3 for a settlement statement for the matter of Helen Downs, I attach a copy.



000085

Rita Swanson
July 23, 2013
Page 2 of 3

In response to your request no. 4, I am attaching a copy of the cancelled check from Humana in the amount of \$10,602.37. The November, 2012, IOLTA statement verifies that the check was paid from that account.

In response to your request no. 5, the check in the amount of \$1,848.86 was issued for payment of legal fees in the matter of James B. Emmons.

In response to request no. 6, you reference a cashiers check deposited in the amount of \$2,397.68. That check was in the matter of the Estate of Maria T. Garza. That was to pay off a Medicaid Estate Recovery Lien filed against the estate by the Washington State Office of Financial Recovery. That is check no. 1095.

In response to request no. 7, I am sending you a copy of cancelled check no. 1066. My register indicates that the check was for client, Willie White. That was a fee for establishing a trust and resolution of an overpayment that was charged to her by the Washington State Office of Financial Recovery. I include the check register entry with the correct client identified.

In response to request no. 8, I am sending you a copy of check no. 1070 in the amount of \$6,500.00 written on January 4, 2012. That was for the matter of Fred Miller. I am enclosing a copy of the paid invoice.

In response to request no. 9 I am sending a copy of cancelled check no. 1073 written to George Vlahakis, MD. Dr. Vlahakis provided psychiatric services to Sandra Marie Keene, the daughter of client Willie White. That bill was paid out of this IOLTA account.

In response to request no. 10, please see my response to your second request in the third paragraph of page 1.

In response to request no. 11, I am providing check stubs for 2011 and 2012.

In response to request no. 12, I am sending you all my trust account bank statements from January, 2011 through December, 2012. The deposit slips are provided and I have ordered copies of all the checks from 2011 and 2012. I apologize for not having those ready. I will forward those to your attention as soon as I get them.

In response to request no. 13:

- Check no 1068 - Willie White (purchase of gift cards through the Irrevocable Trust fbo Sandra Marie Keene);
- Check no. 1071 - Ruth Moore (personal injury settlement);
- Check no. 1072 - Irrevocable Trust fbo S. Marie Keene computer set-up);
- Check no. 1074 - Sandra Marie Keene (DV protection order);
- Check no. 1075 - Estate of Bernard Faris;
- Check no. 1077 - Helen Downs;
- Check no. 1079 - Dean Shaver;
- Check no. 1080 - Louis Sevigny;
- Check no. 1081 - Jonnie D. Clifton;

000086

Rita Swanson
July 23, 2013
Page 3 of 3

- Check no. 1082 – Louis Sevigny;
- Check no. 1083 - Shirley Mortenson;
- Check no. 1086 - Donna Broyles;
- Check no. 1084 - Ethel Brill;
- Check no. 1085 - Inez Squire;
- Check no. 1087 - Donna Broyles;
- Check no. 1088 - Greg Broyles;
- Check no. 1089 - Eva Hall;
- Electronic Transfer – Estate of James Scott;
- Check no. 1092 – Estate of James Scott;
- Check no. 1093 – Estate of James Scott;
- Check no. 1095 – Estate of Maria T. Garza;
- Check no. 1094 – Estate of James Scott;
- Check no. 1096 – Estate of James Scott;
- Check no. 1097 - Guardianship of Mathew Newman;
- Check no. 1098 - Dean Quesnell;
- Check no. 1099 - Estate of Maria Garza ;
- Check no. 1100 – Eva Hall;
- Check no. 1101 – Sue Fowler;
- Check no. 1105 - Linda Flett;
- Check no. 1108 – Estate of James Scott;

If you need any information not mentioned, please let me know and I will provide that information. Thank you.

Sincerely,

Eric R. Vargas
Attorney at Law

Encls.

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[Home](#) [Other Property Data](#) [Help](#)

[Printable Version](#)

[Login](#)

[Property Search](#) > [Search Results](#) > [Property Summary](#)

Property Account Summary

Parcel Number:	181327-42508	Property Address:	1217 S 40TH AVENUE , YAKIMA, WA 98908
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If you wish to pay your property taxes on-line now, select one of the following options and press the button "Add To Payment List". If this property is noted as "Delinquency" in the General Information Status field, additional costs may be added monthly. At certain dates within the delinquency process, all outstanding taxes, assessments, interest, penalties, and costs are due in certified funds. To get an accurate payoff amount, please contact the Treasurer's Office at 509-574-2800.

Installments Payable

Tax Year	Installment	Earliest Due Date	Principal	Interest	Penalties and Costs	Total Due	Cumulative Due	Select to Pay
2013	1 and 2	10/31/2013	4,388.23		43.88	4,432.11	4,432.11	<input checked="" type="radio"/>

[Add To Payment List](#)

[View Detailed Statement](#) Detailed information about taxes and all other charges displayed above.

[Calculate Future Payoff](#) Taxes, interest and penalty due on a specific future date.

Installments Payable/Paid For Tax Year: 2013



Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
CITY OF YAKIMA	0.054094	36.09	36.09	0.00
CITY OF YAKIMA	3.089497	2,061.31	0.00	2,061.31
COUNTY EMERGENCY MEDICAL SERVICES	0.225889	150.71	150.71	0.00
COUNTY FLOOD CONTROL	0.090335	60.27	0.00	60.27
STATE SCHOOL LEVY	2.511611	1,675.75	0.00	1,675.75
YAKIMA COUNTY	0.000130	0.09	0.09	0.00
YAKIMA COUNTY	1.749284	1,167.12	0.00	1,167.12
YAKIMA SCHOOL DISTRICT #7	4.699189	3,135.30	3,135.30	0.00
YAKIMA VALLEY LIBRARIES	0.476325	317.81	0.00	317.81
CITY OF YAKIMA STORMWATER		172.00	0.00	172.00
HORTICULTURE PEST AND DISEASE BOARD		1.00	0.00	1.00
NOXIOUS WEED BOARD		7.11	0.00	7.11

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
05/01/2013 00:00:00	2741539	4,396.33	8,784.56	4,396.33	0.00
10/31/2012 00:00:00	2663315	4,292.74	4,292.74	4,292.74	0.00
04/30/2012 00:00:00	2598288	4,300.84	8,593.58	4,300.84	0.00
01/04/2012 15:30:00	2534419	4,669.09	4,669.09	4,669.09	0.00
05/02/2011 00:00:00	2462614	8,910.73	13,117.12	8,910.73	0.00
05/04/2010 00:00:00	2323025	4,205.61	8,405.11	4,205.61	0.00
01/19/2010 09:48:00	2254305	4,641.32	4,641.32	4,641.32	0.00
04/21/2009 14:58:00	2161306	4,243.48	8,480.85	4,243.48	0.00
11/03/2008 00:00:00	2100315	4,342.89	4,342.89	4,342.89	0.00
05/05/2008 14:27:00	2037452	4,434.90	8,934.47	4,591.58	0.00

General Information

Property Description	Section 27 Township 13 Range 18 Quarter SE: SP 97-008 Lot 1
Property Category	Land and Improvements

000090

Status	Active, Locally Assessed
Tax Code Area	333

Property Characteristics	
Use Code	61 Service - Finance
Unit of Measure	Acre(s)
Size	0.41

Related Properties
No Values Found

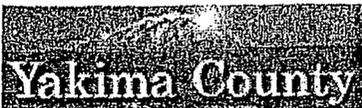
Parties		
Role	Percent	Name
Taxpayer	100	ERIC R VARGAS
Owner	100	ERIC R & JOAN K VARGAS

Property Values					
Value Type	Tax Year 2013	Tax Year 2012	Tax Year 2011	Tax Year 2010	Tax Year 2009
Taxable Value Regular	667,200	667,200	693,800	693,800	728,500
Market Total	667,200	667,200	693,800	693,800	728,500
Assessed Value	667,200	667,200	693,800	693,800	728,500
Market Land	143,000	143,000	139,400	139,400	148,100
Market Improvement	524,200	524,200	554,400	554,400	580,400
Current Use Land					
Current Use Improvement					
Personal Property					
New Construction					

Active Exemptions
No Exemptions Found

Events			
Effective Date	Entry Date-Time	Type	Remarks
02/03/2011	02/03/2011 13:47:00	Taxpayer Changed	Party/Property Relationship by gayleh
05/01/2002	05/06/2002 11:06:00	Owner Terminated	Property Transfer Filing No.: 344004 05/01/2002 by tammyf
05/01/2002	05/06/2002 11:06:00	Owner Added	Property Transfer Filing No.: 344004 05/01/2002 by tammyf
05/01/2002	05/03/2002 11:40:00	Excise Processed	Property Transfer Filing No.: 344004, Statutory Warranty Deed 05/01/2002 by gayleh
05/01/2002	05/03/2002 11:40:00	Taxpayer Changed	Property Transfer Filing No.: 344004 05/01/2002 by gayleh
08/29/2001	08/29/2001 09:15:00	Property Annexation	Nob Hill/South 40th Ave Annex for 2002-Revise TCA Membership by jacobt
05/30/2001	05/30/2001 09:06:00	Property Annexation	Nob Hill/South 40th Ave Annex for 2002-Revise TCA Membership by jacobt
06/29/2000	06/29/2000 09:05:00	Taxpayer Changed	Party/Property Relationship
06/14/1999	06/18/1999 15:53:00	Owner Terminated	Property Transfer Filing No.: 319767
06/14/1999	06/18/1999 15:53:00	Owner Added	Property Transfer Filing No.: 319767
06/14/1999	06/15/1999 14:36:00	Taxpayer Changed	Property Transfer Filing No.: 319767
06/14/1999	06/15/1999 14:33:00	Excise Processed	Property Transfer Filing No.: 319767, Statutory Warranty Deed
02/16/1999	02/18/1999 15:06:00	Excise Processed	Property Transfer Filing No.: 316720, Other
11/03/1997	11/07/1997 15:00:00	Seg/Merge Completed	Seg/Merge Child Number: SM980117

000091

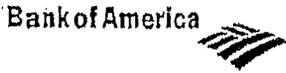


Receipt No:	2534419	Date and time:	01/04/2012
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Receipt Details				
Parcel No.	Tax Year	TCA/District	Amount Applied	Description
181327-42508	2011	333	4,120.39	Property Tax Principal
	2011	333	123.61	Property Tax Interest
	2011	333	329.63	Property Tax Penalty
	2011	YAKCTY002	86.00	City of Yakima Stormwater Fee
	2011	YAKCTY002	2.58	City of Yakima Stormwater Fee Interest
	2011	YAKCTY002	6.88	City of Yakima Stormwater Fee Penalty

Payer Details		
Name	Tender Type	Amount Applied
LAW OFFICE OF ERIC R VARGAS	Personal Check	4,669.09

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 Version 1.0.4968.23458



Capture Date: 01/05/2012 Sequence #: 9692488377

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3961

DATE: 01/04/2012

10-2/1260 WA
 82708

PAY TO THE ORDER OF: Eric R Vargas \$ 6500.00

Six Thousand Five Hundred and 00/100 DOLLARS

Bank of America IOLTA Account 002708
 Washington

FOR: [REDACTED]

Eric R Vargas

- Mtd of Chase Bank 010505 74 1566 835060022003

Eric R Vargas

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC
01/05/2012	009692488377	121103886	Pay Bank	N	
01/05/2012	6570899642	111900057	Rtn Loc/BOFD	Y	

No Payee Endorsements Found



000093

Invoice

The Law Office of Eric R. Vargas
 917 Triple Crown Way, Ste. 100
 Yakima, WA. 98908

Telephone No. (509) 972 9862
 Fax No. (509) 972 9784
 Toll Free No. 877-972 9862

Date	Invoice #
1/4/2012	4365

Fred Miller
 c/o Ruth Miller
 6120 West Umatilla Avenue
 Kennewick, WA. 99336

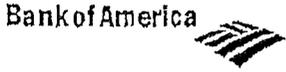
Due Date

Regarding:
Medicaid

Date	Staff	Professional Services	Hours	Rate	Amount
12/12/2011	flat fee	correspondence to client since 2010; medicaid application, consent, authorization to release confidential information, transmittal letter; ongoing representation in front of dshs; va aid and attendance application, trips to and from tri cities;		6,500.00	6,500.00
1/4/2012	cash payment				-6,500.00



Total \$0.00



Capture Date: 01/11/2012 Sequence #: 9692103773

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3961

DATE 01/10/2012 19-211260 WA 02703

PAY TO THE ORDER OF DIGITAL SERVICES, INC. \$ 3803.75
THREE THOUSAND EIGHT HUNDRED THREE and 75/100 DOLLARS

Bank of America
 IOLTA Account 002703
 Washington

FOR _____

Eric R. Vargas

1072

JPMORGAN CHASE BANK, N.A. 01110974003 24480029679

DIGITAL SERVICES, INC.
 01/11/2012
 1177

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
01/11/2012	2370397480	111900057	Rtn Loc/BOFD	Y		JPMORGAN CHASE BANK,
01/11/2012	009692103773	121103886	Pay Bank	N		BANK OF AMERICA, NA

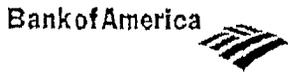
No Payee Endorsements Found



000096

Print Ref: #20130219006735

Wed Feb 20 19:49:45 EST 2013



Capture Date: 01/11/2012 Sequence #: 950967361

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3961

DATE 01/10/2012 19-2/1250 WA 62703

PAY TO THE ORDER OF GEORGE VLAKAKIS, M.D. \$ 2,053.50

TWO THOUSAND FIFTY THREE AND 50/100 DOLLARS

Bank of America IOLTA Account 002103 Washington

FOR _____

Eric Vargas

⑈0000205350⑈

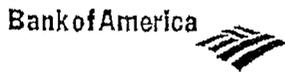
BANK OF AMERICA WA SEA
 1220066614 E0893 01.P01
 01/11/12
 950967361

DEPARTMENT OF
 COMMERCIAL & BUSINESS SERVICES
 2000 1ST AVE
 YAKIMA WA 98901

No Electronic Endorsements Found
 No Payee Endorsements Found



000097



Capture Date: 01/11/2012 Sequence #: 6892194218

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3961

DATE 01/11/2012 1074
 19-2/1250 WA 62703

PAY TO THE ORDER OF Eric R. Vargas \$ 1100.00
One Thousand One Hundred and 00/100 DOLLARS

Bank of America
 IOLTA Account 002703
 Washington

FOR _____
 [Redacted]

Eric R. Vargas

When you deposit a check, you authorize the bank to debit your account for the amount of the check. If you do not have a checking account with the bank, you authorize the bank to open a checking account for you. If you do not have a checking account with the bank, you authorize the bank to open a checking account for you. If you do not have a checking account with the bank, you authorize the bank to open a checking account for you.

0011 0131 000440 460000151
 American West Bank >125107037<
 01/11/2012

125111 0001 000440 >125107037<

Eric R. Vargas
 460000151

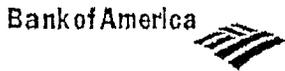
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC
01/11/2012	00110131000440	125107037	Rtn Loc/BOFD	Y	
01/12/2012	6620630666	122000166	Undetermined	N	
01/11/2012	006892194218	121103886	Pay Bank	N	

Bank Name
 AMERICANWEST BANK.
 FED RES BANK OF SAN
 BANK OF AMERICA, NA

No Payee Endorsements Found





Capture Date: 01/11/2012 Sequence #: 2082994643

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3961

DATE 01/11/2012 19-2/1260 WA 82703

PAY TO THE ORDER OF Eric R. Vargas \$ 2,500.18

two thousand five hundred and 00/100 DOLLARS

Bank of America
 IOLTA Account 062703
 Washington

FOR _____

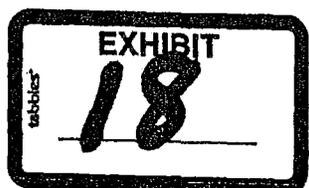
[Signature]

Set of Endorsements for cash on hand, cash, and include:
 1. The name of the payee or order of the instrument.
 2. The amount of the instrument.
 3. The date of the instrument.
 4. The name of the bank or other financial institution.
 5. The name of the payee or order of the instrument.
 6. The name of the bank or other financial institution.
 7. The name of the payee or order of the instrument.
 8. The name of the bank or other financial institution.
 9. The name of the payee or order of the instrument.
 10. The name of the bank or other financial institution.

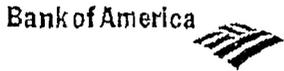
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 * IF FEELING UNCOMFORTABLE, PLEASE CALL 1-800-368-5623 *

[Signature]

Electronic Endorsements
 Date 01/11/2012 Sequence 2082994643 Bank # 122000661 Endrs Type Rtn Loc/BOFD TRN Y RRC Bank Name BANK OF AMERICA, NA
 No Payee Endorsements Found



000099



Capture Date: 04/27/2012 Sequence #: 6092580152

#49 PERMISE
Phone

1081

DATE 4/27/2012 19-2/1260 WA B2703

THE LAW OFFICE OF ERIC R. VARGAS
POOLED IOLTA ACCOUNT
1217 B. 40TH AVE,
YAKIMA, WA 98908-3981

PAY TO THE ORDER OF THE LAW OFFICE OF ERIC R. VARGAS \$ 3000.00
THREE THOUSAND and 00/100 DOLLARS

Bank of America IOLTA
IOLTA Account 002703
Washington

FOR [Redacted] ERIC R. VARGAS

0011 0130 002580 460000151
American West Bank >125107037<
04/27/2012

120427 4582 882580 >125187837<

Eric R. Vargas

Electronic Endorsements

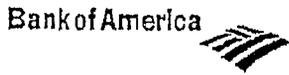
Date	Sequence	Bank #	Endrs Type	TRN	RRC
04/30/2012	6121232920	122000166	Undetermined	N	
04/27/2012	00110130002580	125107037	Rtn Loc/BOFD	Y	
04/27/2012	006092580152	121103886	Pay Bank	N	

No Payee Endorsements Found

Bank Name
FED RES BANK OF SAN
AMERICANWEST BANK
BANK OF AMERICA, NA



000102



Capture Date: 05/03/2012 Sequence #: 8912913932

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKMA, WA 98900-3961

DATE 5/3/2012 19-2/1250 WA 62703

PAY TO THE ORDER OF Eric R. Vargas \$ 10,000.50
Ten thousand and 00/100 DOLLARS

Bank of America IOLTA Account 002703 Washington

FOR [Redacted] [Signature]

Security Features needed to verify standards and use of the...
 Do not cash if...
 A. If the serial number is missing...
 B. If the serial number is not...
 C. If the serial number is...
 D. If the serial number is...
 E. If the serial number is...
 F. If the serial number is...
 G. If the serial number is...
 H. If the serial number is...
 I. If the serial number is...
 J. If the serial number is...
 K. If the serial number is...
 L. If the serial number is...
 M. If the serial number is...
 N. If the serial number is...
 O. If the serial number is...
 P. If the serial number is...
 Q. If the serial number is...
 R. If the serial number is...
 S. If the serial number is...
 T. If the serial number is...
 U. If the serial number is...
 V. If the serial number is...
 W. If the serial number is...
 X. If the serial number is...
 Y. If the serial number is...
 Z. If the serial number is...

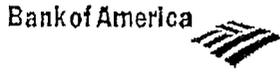
Seq: 235
 Batch: 205481
 Date: 05/03/12

Seq: 00235 05/03/12
 BAT: 205481 CC: 3530049908
 WT: 01 LTPS: Seattle
 BC: Westpark BC WA2 149

[Signature]

Electronic Endorsements
 Date Sequence Bank # Endrs Type TRN RRC Bank Name
 05/03/2012 8912913932 122000661 Rtn Loc/BOFD Y BANK OF AMERICA, NA
 No Payee Endorsements Found





Capture Date: 05/11/2012 Sequence #: 8912362025

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3961

DATE 5/11/2012 19-2/1260 WA 62703

PAY TO THE ORDER OF Eric R. Vargas \$ 10,000.00
Ten Thousand and 00/100 DOLLARS

Bank of America IOLTA Account 0d2703 Washington

FOR _____

Eric R. Vargas

Security Features exceed industry standards and include:

- The prominent security watermark pattern on the back designed to deter counterfeiters is visible from the front and back.
- The words "ONE HUNDRED DOLLARS" clearly appear across the back.
- Red ink on the front and back.
- Do not cash it if any one of the features listed above are missing.
- Do not use it if it is damaged.
- Fingertuck and back holes print or has disappeared.
- Shows signs and colored spots appear on front.
- The word "VOID" appears clearly to the right of this message.

Seq: 210
 Batch: 251253
 Date: 05/11/12

Seq: 00210 05/11/12
 BAT: 251253 CC: 3558048908
 WT: 01 LTP6: Small
 BC: Westpark BC WA2-149

END OF HERE

Eric R. Vargas

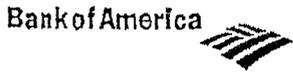
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 * RESERVE FOR FUTURE USE *

Electronic Endorsements
 Date: 05/11/2012 Sequence: 8912362025 Bank #: 122000661 Endrs Type: Rtn Loc/BOFD TRN: Y RRC: Y

No Payee Endorsements Found

Bank Name: BANK OF AMERICA, NA





Capture Date: 06/07/2012 Sequence #: 6692011005

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3981

DATE 6/7/2012 1085 19-2/1250 WA 62703

PAY TO THE ORDER OF Eric R. Vargas \$ 3,610.79

Three Thousand Six Hundred Ten and 79/100 DOLLARS

Bank of America IOLTA Account 002703 Washington

FOR [REDACTED]

Eric R. Vargas

0011 0182 000720 460000151
 American West Bank >125107037<
 06/07/2012

125087 4281 000720 >125107037<

Eric R. Vargas

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC
06/07/2012	006692011005	121103886	Pay Bank	N	
06/08/2012	6320598135	122000166	Undetermined	N	
06/07/2012	00110182000720	125107037	Rtn Loc/BOFD	Y	

No Payee Endorsements Found

Bank Name
 BANK OF AMERICA, NA
 FED RES BANK OF SAN
 AMERICANWEST BANK





Capture Date: 06/21/2012 Sequence #: 5012015840

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3961

DATE 6/20/2012 19-2/1250 WA 62703

PAY TO THE ORDER OF Eric R. Vargas \$ 1848.86
One Thousand Eight Hundred Forty Eight and 86/100 DOLLARS

Bank of America
 IOLTA Account (062703)
 Washington

FOR _____

11/11/2012

Eric R. Vargas

Security Features: The pattern of the paper is very fine and uniform. Microprint lines are printed in the words "ORIGINAL DOCUMENT" and "SECURITY" on the front and back. The words "VOID" appears clearly to the right of this message.

DO NOT WRITE STAMP OR SIGN OF ANY KIND IN THESE AREAS.

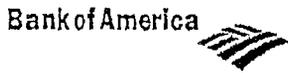
Seq: 110
 Batch: 490145
 Date: 06/20/12

Bank of America

 CASH CHECK
 R/TH 540890136
 ACCOUNT 000050136000
 CC 0049908 000008
 06/20/2012
 WI: 01 LTPS: Seattle
 BC: Westpark BC WA2-148

Electronic Endorsements
 Date Sequence Bank # Endrs Type TRN RRC Bank Name
 06/21/2012 5012015840 122000661 Rtn Loc/BOFD Y BANK OF AMERICA, NA
 No Payee Endorsements Found





Capture Date: 07/05/2012 Sequence #: 8912768407

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3961

DATE 7/5/2012 19-2/1250 WA 62703 1088

PAY TO THE ORDER OF Eric R. Vargas \$ 1632.79
One Thousand Six Hundred Thirty Two and 79/100 DOLLARS

Bank of America IOLTA
 IOLTA Account 062703 Washington

FOR _____ Eric R. Vargas

Security features exceed industry standards and include:

- The Federal Security Watermark, printed on the back of the note.
- The color "Optical Variable Device" (OVD) clearly visible when tilted.
- Part of the watermark is visible on both sides.
- Do not cash it.
- Any of the features listed above are missing.
- Highway 101 or State 101's print or has disappeared.
- Bank name and address appear on both sides.
- The words "TOP" appears clearly to the right of this message.

Seq: 118
 Batch: 603291
 Date: 07/05/12

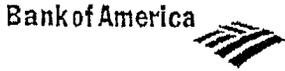
Seq: 00118 07/05/12
 BAT: 603291 CC: 3530049908
 WT: 01 LTPS: Seq: 118
 BC: Westpark BC: WAZ-149

DO NOT WRITE, STAMP OR SIGN. RESERVE 1 OF 4 SERIALS. S. J. 2012

ENTER HERE Eric R. Vargas

Electronic Endorsements
 Date 07/05/2012 Sequence 8912768407 Bank # 122000661 Endrs Type Rtn Loc/BOFD Y TRN Y RRC Y Bank Name BANK OF AMERICA, NA
 No Payee Endorsements Found





Capture Date: 07/18/2012 Sequence #: 8912686488

THE LAW OFFICE OF ERIC R. VARGAS
 POOLED IOLTA ACCOUNT
 1217 S. 40TH AVE.
 YAKIMA, WA 98908-3981

DATE 7/18/2012 1090 18-271250 WA 82703

PAY TO THE ORDER OF Irreversible Trust f.b.o. Sandra Keone \$ 44,433.32
Forty Four Thousand Four Hundred Thirty Three and 32/100 DOLLARS

Bank of America
 IOLTA Account 062703
 Washington

FOR _____

Eric Vargas

IMV 1085

1. Signatures and initials must be legible and include the name of the signatory.

2. The word "VOID" appears clearly on this message.

3. Do not sign over the back of the check.

4. Four lines are reserved for the signature of the signatory.

5. The word "VOID" appears clearly on this message.

Seq: 236
 Batch: 714933
 Date: 07/18/12

E-IOLE HERE
Eric Vargas, Trustee

BAT: 714933 CC: 8580649908
 WF: 01 LIPS: Seattle
 BC: Westpark BC WA2-149

Electronic Endorsements
 Date: 07/18/2012 Sequence: 8912686488 Bank #: 122000661 Endrs Type: Rtn Loc/BOFD TRN: Y RRC: Y
 No Payee Endorsements Found

Bank Name: BANK OF AMERICA, NA



000111



BANK OF AMERICA, N.A. (THE "BANK")

Personal Signature Card with Substitute Form W-9

Account Number [REDACTED] 3712
Account Type Adv Tiered Interest Chkg
Account Title THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

By signing below, I/we acknowledge and agree that this account is and shall be governed by the terms and conditions set forth in the following documents, as amended from time to time: (1) If this account is a deposit account, the Deposit Agreement and Disclosures, the Personal Schedule of Fees and the Miscellaneous Fees for Personal Accounts, and (2) if this account is a Line of Credit, the Line of Credit Agreement and Disclosures. Furthermore, I/we acknowledge the receipt of these documents. A joint account is the property of each co-owner as joint tenants with right of survivorship and payable to either co-owner or to the surviving co-owner(s) if a co-owner dies. By signing below, I/we also acknowledge and agree that the signature(s) will serve as verification for any transaction in connection with this account, any Line of Credit checks which I/we may sign, and as the certification (set forth below) of the taxpayer identification number to which I/we want interest reported.

Substitute Form W-9. (Required only for Deposit Accounts) Certification- Under penalties of perjury, I certify that: The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person (as defined in the instructions).

You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See also IRS instructions for Form W-9).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Table with 5 columns: Tax Identification Number, Report Interest On, Signature, Date, ATM/Check Card Requested? * (Deposit Accounts Only). Row 1: [REDACTED], [X], Sandra Keene, 7/18/2012, []

* By checking the box marked "ATM/Check Card Requested?", I/we hereby request an Automatic Teller Machine Card and/or a Check Card. By signing below, I consent to the issue of an ATM Card and/or Check Card to the other account holders indicated above.
* For Massachusetts only - By checking the box marked "ATM/Check Card Requested?", I hereby request an ATM Card and/or Check Card. By signing this Signature Card, I consent to the issuance of an ATM Card and/or Check Card to any of the account holders of this account.

Bank Information section with fields for Customer 1-5 (Name, Review Information), Date (07/18/2012), Banking Center Name (WESTPARK), Associate's Name (SERGIO FERNANDEZ), Associate's Phone Number (509-575-6733).

NWA 95-14-9009M 10-2009



000001

000112



Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

H

Page 1 of 3
 Statement Period
 07-18-12 through 08-09-12
 B 04 0 A P PA 4 02109
 Number of checks enclosed: 0
 Account Number: [REDACTED] 3712



10353 001 SCM999 II 0

THE SANDRA KEENE SOLE BENEFIT TRUST
 ERIC R VARGAS, TRUSTEE
 917 TRIPLE CROWN WAY STE 100
 YAKIMA, WA 98908-2426

Our Online Banking service allows you to check balances, track account activity and more.
 With Online Banking you can also view up to 18 months of this statement
 online and even turn off delivery of your paper statement.
 Enroll at www.bankofamerica.com.

Customer Service Information
www.bankofamerica.com

For additional information on services you may call:
 1-800-432-1000 Customer Service
 1-800-243-4433 IDENTITY Theft Alerts
 1-800-659-6868 EFT Support

Or you may write to:
 Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

Deposit Accounts

Adv Tiered Interest Chkg

THE SANDRA KEENE SOLE BENEFIT TRUST ERIC R VARGAS, TRUSTEE

Your Account at a Glance

Account Number	[REDACTED]	3712	
Beginning Balance on 07-18-12	\$	0.00	Annual Percentage Yield Earned this Statement Period: 0.02% Interest Paid Year to Date: \$0.55
Deposits and Other Additions	+	44,433.87	
Checks Posted	-	8,000.00	
Service Charges and Other Fees	-	22.00	
Ending Balance on 08-09-12	\$	36,411.87	

000002

000113

H

THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

Page 2 of 3
Statement Period
07-18-12 through 08-09-12
B 04 0 A P PA 4
Number of checks enclosed: 0
Account Number: [REDACTED] 3712

Adv Tiered Interest Chkg Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Deposit	07-18	44,433.32
Interest Earned	08-09	0.55
Total Deposits and Other Additions \$44,433.87		

Adv Tiered Interest Chkg Subtractions

Check #	Posting Date	Amount(\$)
1500	08-09	8,000.00
Total Checks Posted \$8,000.00		

Service Charges and Other Fees	Date Posted	Amount(\$)
Check Order00353 Des:Fee ID:U030119384 Indn:The Sandra Keene Sole Co ID:0000000353 Ppd	07-26	22.00
Total Service Charges and Other Fees \$22.00		

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)
Beginning	0.00	07-26	44,411.32
07-18	44,433.32	08-09	36,411.87

000003

000114



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal. This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers: If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

H

Page 1 of 3
 Statement Period
 08-10-12 through 09-06-12
 B 04 0 A P PA 4 02050
 Number of checks enclosed: 0
 Account Number: [REDACTED] 3712



07353 001 SCH999 I 2 0

THE SANDRA KEENE SOLE BENEFIT TRUST
 ERIC R VARGAS, TRUSTEE
 917 TRIPLE CROWN WAY STE 100
 YAKIMA, WA 98908-2426

Our Online Banking service allows you to check balances, track account activity and more.
 With Online Banking you can also view up to 18 months of this statement
 online and even turn off delivery of your paper statement.
 Enroll at www.bankofamerica.com.

Customer Service Information
www.bankofamerica.com

For additional information or service, you may call:
 1-800-368-6868 Customer Service
 1-800-238-0001 (TTY) Hearing Only
 1-800-688-0000 (Toll Free)

Or you may write to:
 Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

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BankAmeriDeals puts cash back deals right into your account.

Visit Online Banking and click the new Cash Back Deals tab to choose those deals that are relevant to you. Use your debit or credit card, then get cash back into your account at the end of the next month. Visit www.bankofamerica.com/deals to learn more.

000005

000116

THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

Page 2 of 3
Statement Period
08-10-12 through 09-06-12
B 04 0 A P PA 4
Number of checks enclosed: 0
Account Number: [REDACTED] 3712

Deposit Accounts

Adv Tiered Interest Chkg

THE SANDRA KEENE SOLE BENEFIT TRUST ERIC R VARGAS, TRUSTEE

Your Account at a Glance

Account Number	1381 1191 3712	
Beginning Balance on 08-10-12	\$ 36,411.87	<i>Annual Percentage Yield Earned this Statement Period: 0.02% Interest Paid Year to Date: \$1.09</i>
Deposits and Other Additions	+ 0.54	
Checks Posted	- 1,000.00	
Ending Balance on 09-06-12	\$ 35,412.41	

Adv Tiered Interest Chkg Additions

<u>Deposits and Other Additions</u>	<u>Date Posted</u>	<u>Amount(\$)</u>
Interest Earned	09-06	0.54
		Total Deposits and Other Additions \$0.54

Adv Tiered Interest Chkg Subtractions

<u>Check #</u>	<u>Posting Date</u>	<u>Amount(\$)</u>
1501	08-13	1,000.00
		Total Checks Posted \$1,000.00

Daily Balance Summary

<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>
Beginning	36,411.87	08-13	35,411.87	09-06	35,412.41



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here _____ \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) _____ \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here _____ \$ _____
- 2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers
If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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Page 1 of 3
Statement Period
09-07-12 through 10-09-12
B 04 0 A P P A 4 02154
Number of checks enclosed: 0
Account Number: [REDACTED] 3712



10553 001 SCH999 II 0

THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE
917 TRIPLE CROWN WAY STE 100
YAKIMA, WA 98908-2426

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For additional information or service, you may call:
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1-800-243-4444 DEBIT/ATM/Debit Cards
1-800-644-6041 E-mail Helpdesk

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Bank of America, N.A.
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Mobile Banking Apps

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THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

Page 2 of 3
Statement Period
09-07-12 through 10-09-12
B 04 0 A P P A 4
Number of checks enclosed: 0
Account Number: [REDACTED] 3712

Deposit Accounts

Adv Tiered Interest Chkg

THE SANDRA KEENE SOLE BENEFIT TRUST ERIC R VARGAS, TRUSTEE

Your Account at a Glance

Account Number	[REDACTED] 3712	
Beginning Balance on 09-07-12	\$ 35,412.41	<i>Annual Percentage Yield Earned this Statement Period: 0.02% Interest Paid Year to Date: \$1.73</i>
Deposits and Other Additions	+ 0.64	
Ending Balance on 10-09-12	\$ 35,413.05	

Effective 12/01/12, the rate bonus available to Advantage and Preferred Checking relationship customers ("Plus Customers") for new or renewing CD or CD IRA accounts may be lowered or discontinued without notice at any time. The new rate bonus, if any, will be included in the interest rate quoted for the renewal term. This change also affects customers who have a Wealth Management, US Trust or Small Business client managed relationship. Platinum Privileges customers will still be eligible for Platinum rates on select CDs. For information about alternative products and rates, or to find out how to qualify for Platinum Privileges®, please call 1.800.432.1000 or visit your nearest banking center.

Adv Tiered Interest Chkg Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	10-09	0.64
		Total Deposits and Other Additions \$0.64

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)
Beginning	35,412.41	10-09	35,413.05



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here _____ \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example interest) _____ \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here _____ \$ _____
- 2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal _____ \$ _____
- This Balance should match your new Account Register Balance _____ \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers if you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

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Page 1 of 3
 Statement Period
 10-10-12 through 11-06-12
 B 04 0 A P PA 4 02024
 Number of checks enclosed: 0
 Account Number: [REDACTED] 3712



07353 001 SCM999 1123 0

THE SANDRA KEENE SOLE BENEFIT TRUST
 ERIC R VARGAS, TRUSTEE
 917 TRIPLE CROWN WAY STE 100
 YAKIMA, WA 98908-2426

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 1-800-281-4100 TDD/HEARING IMPAIRMENT ONLY
 1-800-588-6006 TTY Captioned

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 Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

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Join our Advisory Panel to express your opinion. Each survey offers an opportunity for a special benefit. Visit www.bankofamerica/advisorypanel to learn more and sign up.

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THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

Page 2 of 3
Statement Period
10-10-12 through 11-06-12
B 04 0 A P PA 4
Number of checks enclosed: 0
Account Number: [REDACTED] 3712

Deposit Accounts

Adv Tiered Interest Chkg

THE SANDRA KEENE SOLE BENEFIT TRUST ERIC R VARGAS, TRUSTEE

Your Account at a Glance

Account Number	XXXX XXXX 3712	
Beginning Balance on 10-10-12	\$ 35,413.05	<i>Annual Percentage Yield Earned this Statement Period: 0.02% Interest Paid Year to Date: \$2.26</i>
Deposits and Other Additions	+ 0.53	
Checks Posted	- 610.00	
Ending Balance on 11-06-12	\$ 34,803.58	

Adv Tiered Interest Chkg Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	11-06	0.53
		Total Deposits and Other Additions \$0.53

Adv Tiered Interest Chkg Subtractions

Check #	Posting Date	Amount(\$)
1502	10-15	610.00
		Total Checks Posted \$610.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	35,413.05	10-15	34,803.05	11-06	34,803.58



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

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- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Page 1 of 3
Statement Period
11-07-12 through 12-06-12
B 04 0 A P P A 4 01922
Number of checks enclosed: 0
Account Number: ██████████ 3712



07355 001 SCM999 11 0

THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE
917 TRIPLE CROWN WAY STE 100
YAKIMA, WA 98908-2426

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With Online Banking you can also view up to 18 months of this statement
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Customer Service Information
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For additional information on services you may call:
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1-800-848-8400 TDD/VPX Users Only
1-800-838-9088 TDD/Relay

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Adv Tiered Interest Chkg

THE SANDRA KEENE SOLE BENEFIT TRUST ERIC R VARGAS, TRUSTEE

Your Account at a Glance

Account Number	XXXX XXXX 3712	
Beginning Balance on 11-07-12	\$ 34,803.58	<i>Annual Percentage Yield Earned this Statement Period: 0.02% Interest Paid Year to Date: \$2.82</i>
Deposits and Other Additions	+ 0.56	
Checks Posted	- 6,000.00	
Ending Balance on 12-06-12	\$ 28,804.14	

Adv Tiered Interest Chkg Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	12-06	0.56
		Total Deposits and Other Additions \$0.56

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THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

Page 2 of 3
Statement Period
11-07-12 through 12-06-12
B 04 0 A P PA 4
Number of checks enclosed: 0
Account Number: ██████████ 3712

Adv Tiered Interest Chkg Subtractions

Check #	Posting Date	Amount(\$)
1530	12-03	6,000.00

Total Checks Posted \$6,000.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	34,803.58	12-03	28,803.58	12-06	28,804.14



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal. This Balance should match your new Account Register Balance \$ _____

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IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

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 P.O. Box 25118
 Tampa, FL 33622-5118

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Page 1 of 3
 Statement Period
 12-07-12 through 01-08-13
 B 04 0 A P PA 4 01985
 Number of checks enclosed: 0
 Account Number: [REDACTED] 3712



09553 001 SCM999 I1

THE SANDRA KEENE SOLE BENEFIT TRUST
 ERIC R VARGAS, TRUSTEE
 917 TRIPLE CROWN WAY STE 100
 YAKIMA, WA 98908-2426

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 With Online Banking you can also view up to 18 months of this statement
 online and even turn off delivery of your paper statement.
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Customer Service Information
www.bankofamerica.com

For additional information on services, contact us at:
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 1-800-287-2404 (Toll-Free) (Bank Only)
 1-800-688-6906 (In Tampa)

Or visit your banker at:
 Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

Deposit Accounts

Adv Tiered Interest Chkg

THE SANDRA KEENE SOLE BENEFIT TRUST ERIC R VARGAS, TRUSTEE

Your Account at a Glance

Account Number	XXXX XXXX 3712	
Beginning Balance on 12-07-12	\$ 28,804.14	<i>Annual Percentage Yield Earned this Statement Period: 0.02% Interest Paid Year to Date: \$0.35</i>
Deposits and Other Additions	+ 0.35	
Checks Posted	- 20,833.07	
Ending Balance on 01-08-13	\$ 7,971.42	

Adv Tiered Interest Chkg Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	01-08	0.35
		Total Deposits and Other Additions \$0.35

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THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

Page 2 of 3
Statement Period
12-07-12 through 01-08-13
B 04 0 A P PA 4
Number of checks enclosed: 0
Account Number: [REDACTED] 3712

Adv Tiered Interest Chkg Subtractions

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
1503	12-07	3,500.00	1504	12-10	3,500.00	1531*	01-04	13,833.07

Total Checks Posted \$20,833.07

* Gap in sequential check numbers.

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	28,804.14	12-10	21,804.14	01-08	7,971.42
12-07	25,304.14	01-04	7,971.07		



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

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Electronic Transfers: In case of errors or questions about your electronic transfers

If you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- * Tell us your name and account number.
- * Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- * Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer), for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting Other Problems. You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or unauthorized transactions within the time periods specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree not to make a claim against us for the problems or unauthorized transactions.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.





Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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Page 1 of 3
Statement Period
01-09-13 through 02-05-13
B 04 0 A P PA 4 01776
Number of checks enclosed: 0
Account Number: [REDACTED] 3712



06353 001 SCH999 I 23 0

THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE
917 TRIPLE CROWN WAY STE 100
YAKIMA, WA 98908-2426

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement
online and even turn off delivery of your paper statement.
Enroll at www.bankofamerica.com.

Customer Service Information
www.bankofamerica.com

For additional information or services you may call:
1-800-432-7600 Customer Service
1-800-232-2468 TDD/HEARING IMPAIRED ONLY
1-800-654-6468 En Español

If you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Adv Tiered Interest Chkg

THE SANDRA KEENE SOLE BENEFIT TRUST ERIC R VARGAS, TRUSTEE

Your Account at a Glance

Account Number	XXXX XXXX 3712	
Beginning Balance on 01-09-13	\$ 7,971.42	<i>Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$0.38</i>
Deposits and Other Additions	+ 0.03	
Checks Posted	- 5,500.00	
Ending Balance on 02-05-13	\$ 2,471.45	

Adv Tiered Interest Chkg Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	02-05	0.03
		Total Deposits and Other Additions \$0.03

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THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

Page 2 of 3
Statement Period
01-09-18 through 02-05-18
B 04 0 A P PA 4
Number of checks enclosed: 0
Account Number: [REDACTED] 3712

Adv Tiered Interest Chkg Subtractions

Check #	Posting Date	Amount(\$)
1505	01-18	5,500.00

Total Checks Posted \$5,500.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	7,971.42	01-18	2,471.42	02-05	2,471.45



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

- 3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

Electronic Transfers: In case of errors or questions about your electronic transfers if you think your statement or receipt is wrong or if you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

H

Page 1 of 3
 Statement Period
 02-06-13 through 03-07-13
 B 04 0 A P P A 4 01834
 Number of checks enclosed: 0
 Account Number: [REDACTED] 3712



08353 001 SCM999 I 23 0

THE SANDRA KEENE SOLE BENEFIT TRUST
 ERIC R VARGAS, TRUSTEE
 917 TRIPLE CROWN WAY STE 100
 YAKIMA, WA 98908-2426

Our Online Banking service allows you to check balances, track account activity and more.
 With Online Banking you can also view up to 18 months of this statement
 online and even turn off delivery of your paper statement.
 Enroll at www.bankofamerica.com.

Customer Service Information
www.bankofamerica.com

For additional information on services you may wish:
 1-800-432-1000 Wealth Management, Banking Support
 1-800-287-1000 EFT/ATM Issues Only
 1-800-688-6888 For T-Mobile

Customer Service Center
 Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

Want flexibility to bank on your smartphone or tablet? Download Bank of America's free Mobile Banking App: Text APP1 to 226526. Must first enroll in Online Banking. Supported carriers include: Airtel, AT&T, Cellular One, T-Mobile, Virgin Mobile, US Cellular, Verizon Wireless. Wireless fees may apply. Text STOP to cancel and HELP for help to 226526.

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000134

THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

Page 2 of 3
Statement Period
02-06-13 through 03-07-13
B 04 0 A P PA 4
Number of checks enclosed: 0
Account Number: [REDACTED] 3712

Deposit Accounts

Adv Tiered Interest Chkg

THE SANDRA KEENE SOLE BENEFIT TRUST ERIC R VARGAS, TRUSTEE

Your Account at a Glance

Account Number	XXXX XXXX 3712	
Beginning Balance on 02-06-13	\$ 2,471.45	<i>Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$0.40</i>
Deposits and Other Additions	+ 0.02	
Ending Balance on 03-07-13	\$ 2,471.47	

Adv Tiered Interest Chkg Additions

<u>Deposits and Other Additions</u>	<u>Date Posted</u>	<u>Amount(\$)</u>
Interest Earned	03-07	0.02
		Total Deposits and Other Additions \$0.02

Daily Balance Summary

<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>
Beginning	2,471.45	03-07	2,471.47



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here \$ _____
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- 3. Add any credits not previously recorded that are listed on this statement (for example interest) \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here \$ _____
- 2. Add any deposits not shown on this statement \$ _____

SUBTOTAL \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

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Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

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Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

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Page 1 of 4
 Statement Period
 03-08-13 through 04-08-13
 B 04 0 A P P A 4 02061
 Number of checks enclosed: 0
 Account Number: ██████████ 8712



09353 001 SCM999

THE SANDRA KEENE SOLE BENEFIT TRUST
 ERIC R VARGAS, TRUSTEE
 917 TRIPLE CROWN WAY STE 100
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Our Online Banking service allows you to check balances, track account activity and more.
 With Online Banking you can also view up to 18 months of this statement
 online and even turn off delivery of your paper statement.
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Customer Service Information
www.bankofamerica.com

For additional information or service, call these toll-free numbers:
 1-800-432-1000 Customer Service
 1-800-235-4104 (DDI) DDY Items Only
 1-800-689-4100 (DDI) DDY Items Only

If you need assistance:
 Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

We're improving the system that supports automatic transfers for deposit accounts to better meet your needs. The improvements will give you a new way to manage transfers, but will also change the timing of certain automatic transfers. **Effective 4/23, when an automatic transfer between 2 of your Bank of America accounts falls on a weekend or federal holiday, it will now occur the prior business day.** Any other scheduled automatic transfer that falls on a weekend or federal holiday will continue to occur the following business day. Additionally, you'll be able to manage your transfers through Online Banking by going to the Transfers tab, calling the number on this statement or visiting your nearby banking center.

Did you know there's an easier way to make deposits?

Now when you get a check, you can securely deposit it right into your account using the App and camera on your smartphone or tablet. There's no planning a trip to the banking center or ATM. It's easy to deposit checks on your schedule. Download the newest Mobile Banking App by texting APP1 to 226526. Deposits not available for immediate withdrawal. Restrictions apply. See Mobile App for details. Wireless fees may apply. For text messages, supported carriers include: Alltel, AT&T, Cellular One, T-Mobile, Virgin Mobile, US Cellular, Verizon Wireless. Text STOP to 226526 to cancel. Text HELP to 226526 for help. Bank of America, N.A. Member FDIC

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THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

Page 2 of 4
Statement Period
03-08-13 through 04-08-13
B 04 0 A P P A 4
Number of checks enclosed: 0
Account Number: ██████████ 3712

Pick your cash back deals. BankAmeriDeals® makes it easy.
Online or on your mobile device, check out the BankAmeriDeals offered to you. Choose the deals, make the purchases and the cash back gets put into the Bank of America® checking or savings account you select. Learn more at www.bankofamerica.com/deals or tap the "Deals" icon in Mobile Banking.

Good News! In response to customer feedback we've made some changes to your statements to make them easier to read. Soon you will notice color and graphics to highlight account details and draw attention to notifications and special offers. Over the next few months, a guide will be included with your new statement that will detail the enhancements. Stay tuned!

Deposit Accounts

Adv Tiered Interest Chkg

THE SANDRA KEENE SOLE BENEFIT TRUST ERIC R VARGAS, TRUSTEE

Your Account at a Glance

Account Number	XXXX XXXX 3712	
Beginning Balance on 03-08-13	\$ 2,471.47	Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$0.41
Deposits and Other Additions	+ 0.01	
Checks Posted	- 1,500.00	
Service Charges and Other Fees	- 25.00	
Ending Balance on 04-08-13	\$ 946.48	

Adv Tiered Interest Chkg Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Interest Earned	04-08	0.01
		Total Deposits and Other Additions \$0.01

Adv Tiered Interest Chkg Subtractions

Check #	Posting Date	Amount(\$)	
1532	03-11	1,500.00	
			Total Checks Posted \$1,500.00
Service Charges and Other Fees	Date Posted	Amount(\$)	
Monthly Maintenance Fee	04-08	25.00	
			Total Service Charges and Other Fees \$25.00

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THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

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Page 3 of 4
Statement Period
03-08-13 through 04-08-13
B 04 0 A P PA 4 02061.
Number of checks enclosed: 0
Account Number: [REDACTED] 3712

Daily Balance Summary

<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>
Beginning	2,471.47	03-11	971.47	04-08	946.48

How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here _____ \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) _____ \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here _____ \$ _____
- 2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

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Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

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Page 1 of 3
 Statement Period
 04-09-13 through 05-08-13
 B 04 0 A P PA 4 01988
 Number of checks enclosed: 0
 Account Number: [REDACTED] 3712



09353 001 SCM999 II 3 0

THE SANDRA KEENE SOLE BENEFIT TRUST
 ERIC R VARGAS, TRUSTEE
 917 TRIPLE CROWN WAY STE 100
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Our Online Banking service allows you to check balances, track account activity and more.
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Customer Service Information
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 1-800-432-1000 Customer Service
 1-800-234-4108 TDD/TTY (Hearing Only)
 1-800-686-6086 TX Español

Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

Important Platinum Privileges program update.

Beginning June 30, 2013, we will no longer enroll customers in the Platinum Privileges program. Customers enrolled in Platinum Privileges by June 30 will continue receiving and enjoying the benefits of the program if they meet the qualifications. Please visit: bankofamerica.com/platinumprivileges to learn more about these benefits and qualifications

Did you know there's an easier way to make deposits?

Now when you get a check, you can securely deposit it right into your account using the App and camera on your smartphone or tablet. There's no planning a trip to the banking center or ATM. It's easy to deposit checks on your schedule. Download the newest Mobile Banking App by texting APP1 to 226526

Deposits not available for immediate withdrawal. Restrictions apply. See Mobile App for details. Wireless fees may apply. For text messages, supported carriers include: Alltel, AT&T, Cellular One, T-Mobile, Virgin Mobile, US Cellular, Verizon Wireless. Text STOP to 226526 to cancel. Text HELP to 226526 for help. Bank of America, N.A. Member FDIC

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THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

Page 2 of 3
Statement Period
04-09-13 through 05-08-13
B 04 0 A P PA 4
Number of checks enclosed: 0
Account Number: [REDACTED] 3712

Pick your cash back deals. BankAmeriDeals® makes it easy.

Online or on your mobile device, check out the BankAmeriDeals offered to you. Choose the deals, make the purchases and the cash back gets put into the Bank of America® checking or savings account you select. Learn more at www.bankofamerica.com/deals or tap the "Deals" icon in Mobile Banking.

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Deposit Accounts

Adv Tiered Interest Chkg

THE SANDRA KEENE SOLE BENEFIT TRUST ERIC R VARGAS, TRUSTEE

Your Account at a Glance

Account Number	XXXX XXXX 3712	
Beginning Balance on 04-09-13	\$ 946.48	Interest Paid Year to Date: \$0.41
Checks Posted	- 400.00	
Service Charges and Other Fees	- 25.00	
Ending Balance on 05-08-13	\$ 521.48	

Adv Tiered Interest Chkg Subtractions

Check #	Posting Date	Amount(\$)
1507	04-12	400.00

Total Checks Posted \$400.00

Service Charges and Other Fees	Date Posted	Amount(\$)
Monthly Maintenance Fee	05-08	25.00

Total Service Charges and Other Fees \$25.00

Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	946.48	04-12	546.48	05-08	521.48

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How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here _____ \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) _____ \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here _____ \$ _____
- 2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal _____ \$ _____
This Balance should match your new Account Register Balance _____ \$ _____

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Tampa, FL 33622-5118

Page 1 of 3
Statement Period
05-08-13 through 06-06-13
B 04 0 A P PA 4 01773
Number of checks enclosed: 0
Account Number: [REDACTED] 3712

07355 001 SCM999 I 23 0
THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE
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For additional information on services, you may call:
1-800-432-1000 Customer Service
1-800-287-1000 Identity Theft Alerts
1-800-832-6000 EFT Services

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THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE

Page 2 of 3
Statement Period
05-09-13 through 06-06-13
B 04 0 A P PA 4
Number of checks enclosed: 0
Account Number: [REDACTED] 3712

Deposit Accounts

Adv Tiered Interest Chkg

THE SANDRA KEENE SOLE BENEFIT TRUST ERIC R VARGAS, TRUSTEE

Your Account at a Glance

Account Number	XXXX XXXX 3712	
Beginning Balance on 05-09-13	\$ 521.48	<i>Interest Paid Year to Date: \$0.41</i>
Deposits and Other Additions	+ 10.00	
Service Charges and Other Fees	- 25.00	
Ending Balance on 06-06-13	\$ 506.48	

Adv Tiered Interest Chkg Additions

<u>Deposits and Other Additions</u>	<u>Date Posted</u>	<u>Amount(\$)</u>
Ancillary Banking Services Fee-Credit Adj.	05-10	10.00
		Total Deposits and Other Additions \$10.00

Adv Tiered Interest Chkg Subtractions

<u>Service Charges and Other Fees</u>	<u>Date Posted</u>	<u>Amount(\$)</u>
Monthly Maintenance Fee	06-06	25.00
		Total Service Charges and Other Fees \$25.00

Daily Balance Summary

<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>	<u>Date</u>	<u>Balance(\$)</u>
Beginning	521.48	05-10	531.48	06-06	506.48



How To Balance Your Bank of America Account

FIRST, start with your Account Register/Checkbook:

- 1. List your Account Register/Checkbook Balance here _____ \$ _____
- 2. Subtract any service charges or other deductions not previously recorded that are listed on this statement _____ \$ _____
- 3. Add any credits not previously recorded that are listed on this statement (for example Interest) _____ \$ _____
- 4. This is your NEW ACCOUNT REGISTER BALANCE _____ \$ _____

NOW, with your Account Statement:

- 1. List your Statement Ending Balance here _____ \$ _____
- 2. Add any deposits not shown on this statement _____ \$ _____

SUBTOTAL _____ \$ _____

3. List and total all outstanding checks, ATM, Check Card and other electronic withdrawals

Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals		Checks, ATM, Check Card, Electronic Withdrawals	
Date/Check #	Amount	Date/Check #	Amount	Date/Check #	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- 4. TOTAL OF OUTSTANDING CHECKS, ATM, Check Card and other electronic withdrawals _____ \$ _____
- 5. Subtract total outstanding checks, ATM, Check Card and other electronic withdrawals from Subtotal
This Balance should match your new Account Register Balance _____ \$ _____

Upon receipt of your statement, differences, if any, should be reported to the bank promptly in writing and in accordance with provisions in your deposit agreement.

IMPORTANT INFORMATION FOR BANK DEPOSIT ACCOUNTS

Change of Address. Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit Agreement. When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule, which contain the current version of the terms and conditions of your account relationship, may be obtained at our banking centers.

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Bank of America

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Wilmington, DE 19850

THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE
917 TRIPLE CROWN WAY STE 100
YAKIMA, WA 98908-2426

Your Adv Tiered Interest Chkg

for June 7, 2013 to July 9, 2013

Account summary

Beginning balance on June 7, 2013	\$506.48
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-25.00
Ending balance on July 9, 2013	\$481.48
Interest Paid Year To Date:	\$0.41

Customer service information

Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

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Account number: XXXXXXXXXXXX 3712

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IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

Change of address – Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement – When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

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000148

000037

Page 2 of 4



Your checking account

THE SANDRA KEENE SOLE BENEFIT TRUST | Account # [REDACTED] 3712 | June 07, 2013 to July 9, 2013

Service fees

Date	Transaction description	Amount
07/09/13	Monthly Maintenance Fee	-25.00
Total service fees		-\$25.00

Note your Ending Balance already reflects the subtraction of Service Fees.

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Customer service information

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- En Español: 1.800.688.6086
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- 📍 Bank of America, N.A.
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Your Adv Tiered Interest Chkg

for July 10, 2013 to August 8, 2013

Account number: [REDACTED] 3712

Please be sure to review the important changes to your account explained in the notice enclosed with this statement. We're available to discuss any questions you may have by calling us at the toll-free number on your statement or visiting a nearby banking center.

Account summary

Beginning balance on July 10, 2013	\$481.48
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-300.00
Service fees	-25.00
Ending balance on August 8, 2013	\$156.48
Interest Paid Year To Date: \$0.41	

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IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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Your checking account

THE SANDRA KEENE SOLE BENEFIT TRUST | Account # [REDACTED] 3712 | July 10, 2013 to August 8, 2013

Checks

Date	Check #	Amount
07/26/13	1508	-300.00
Total checks		-\$300.00
Total # of checks		1

Service fees

Date	Transaction description	Amount
08/08/13	Monthly Maintenance Fee	-25.00
Total service fees		-\$25.00

Note your Ending Balance already reflects the subtraction of Service Fees.

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ERIC R VARGAS, TRUSTEE
917 TRIPLE CROWN WAY STE 100
YAKIMA, WA 98908-2426

Your Adv Tiered Interest Chkg

for August 9, 2013 to September 6, 2013

Account summary

Beginning balance on August 9, 2013	\$156.48
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-25.00
Ending balance on September 6, 2013	\$131.48
Interest Paid Year To Date: \$0.41.	

Customer service information

- Customer service: 1.800.432.1000
- TDD/TTY users only: 1.800.288.4408
- En Español: 1.800.688.6086
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000044

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Your checking account

THE SANDRA KEENE SOLE BENEFIT TRUST | Account # [REDACTED] 3712 | August 09, 2013 to September 6, 2013

Service fees

Date	Transaction description	Amount
09/06/13	Monthly Maintenance Fee	-25.00
Total service fees		-\$25.00

Note your Ending Balance already reflects the subtraction of Service Fees.

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ERIC R VARGAS, TRUSTEE
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Your Adv Tiered Interest Chkg

for September 7, 2013 to October 8, 2013

Account summary

Beginning balance on September 7, 2013	\$131.48
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-25.00
Ending balance on October 8, 2013	\$106.48

Interest Paid Year To Date: \$0.41.

Customer service information

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Your checking account

THE SANDRA KEENE SOLE BENEFIT TRUST | Account # [REDACTED] 3712 | September 07, 2013 to October 8, 2013

Service fees

Date	Transaction description	Amount
10/08/13	Monthly Maintenance Fee	-25.00
Total service fees		-\$25.00

Note your Ending Balance already reflects the subtraction of Service Fees.

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Page 3 of 4

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Capture Date: 12/10/2012 Sequence #: 8892543076

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YAKIMA WA 98908-2426

1504

10-2/1250 WA
97908

12/10/2012

Copy To The
Customer

Eric R Vargas

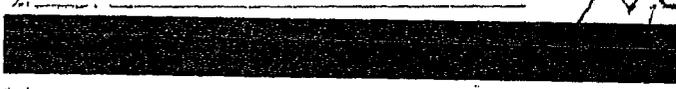
\$ 3500.00

Three Thousand Five Hundred and 00/100

Bank of America

ACH R/T 125000024

Eric R Vargas



1504

Eric R Vargas

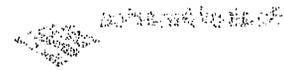
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC
12/10/2012	6170570601	111900057	Rtn Loc/BOFD	Y	
12/10/2012	008892543076	121103886	Pay Bank	N	

No Payee Endorsements Found

Bank Name
JPMORGAN CHASE BANK,
BANK OF AMERICA, NA





Capture Date: 01/04/2013 Sequence #: 3642741420

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ERIC R VARGAS, TRUSTEE
917 TRIPLE CROWN WAY STE 100
YAKIMA WA 98908-2426

1531
18-27250 WA
37908

1/4/2013

Eric R. Vargas

Three thousand Eight Hundred Thirty three and 00/100

\$ 13,833.00

Bank of America

ACH R/T 125000024

Eric R. Vargas

Marked for U
1531

Seq: 177
Batch: 857700
Date: 01/04/13

Eric R. Vargas

Seq: 00177 01284713
BAT: 857700 CC: 3530049908
WT: 01-TPB: Seattle
BC: Westpark BC WA2-149

Electronic Endorsements
Date Sequence
01/04/2013 3642741420
No Payee Endorsements Found

Bank # Endrs Type TRN RRC
12200661 Rtn Loc/BOFD Y

Bank Name
BANK OF AMERICA, NA



000171



Capture Date: 01/18/2013 Sequence #: 4142823602

THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE
917 TRIPLE CROWN WAY STE 100
YAKIMA WA 98908-2426

1505
18-2/1250 WA
97908

01/18/2013

Pay to the order of Eric R. Vargas \$ 5,500.00
Five Thousand Five Hundred and 00/100



ACH R/T 125000024

Eric R. Vargas

1505

Harvard College

Do not write in this area. If you have any questions, please call 1-800-451-3537. This document is the property of Bank of America. It is to be used only for the purpose stated on the front of the document. If you have any questions, please call 1-800-451-3537. This document is the property of Bank of America. It is to be used only for the purpose stated on the front of the document. If you have any questions, please call 1-800-451-3537.

Seq: 141
Batch: 076431
Date: 01/18/13

Seq: 00141 01/18/13
BAT: 076431 CC: 3530049008
WT: 01 ATPS: Seattle
BC: Westpark BC: WA2-149

Eric R. Vargas

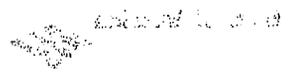
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
01/18/2013	4142823602	122000661	Rtn Loc/BOFD	Y		BANK OF AMERICA, NA

No Payee Endorsements Found



000172



Capture Date: 03/11/2013 Sequence #: 8792389719



THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE
917 TRIPLE CROWN WAY STE 100
YAKIMA WA 98908-2426

1532

19-2/1250 WA
97908

3/11/2013

Pay To The Order Of Eric R. Vargas

\$ 1,500.00

One Thousand Five Hundred and 00/100



ACH R/T 125000024

Legal fees

[Handwritten signature]



1532

Harland Clarke

JPMorgan Chase Bank 031 1 2 740560 935060079762

[Handwritten signature]

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC
03/11/2013	8180984038	111900057	Rtn Loc/BOFD	Y	
03/11/2013	008792389719	121103886	Pay Bank	N	

No Payee Endorsements Found

Bank Name
JPMORGAN CHASE BANK,
BANK OF AMERICA, NA



000173



Capture Date: 04/12/2013 Sequence #: 4542998782

THE SANDRA KEENE SOLE BENEFIT TRUST
ERIC R VARGAS, TRUSTEE
917 TRIPLE CROWN WAY STE 100
YAKIMA WA 98908-2426

1507
18-2/1250 WA
87908

4/12/2013

Pay To The Order of Cash \$ 400.00
Four Hundred and 00/100



ACH R/T 125000024

Eric Vargas

[Redacted area]

ED
04/15
\$400.00

Seq: 11
Batch: 721139
Date: 04/12/13
Cash Check

R/T# 5408-0136

Eric Vargas

04/12/2013 15:04
CC 0049908 114 00010

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
04/12/2013	4542998782	122000661	Rtn Loc/BOFD	Y		BANK OF AMERICA, NA

No Payee Endorsements Found



WSBA reconstruction of Vargas IOLTA account
Transactions by Account
All Transactions

Bank of America #6001

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	12/30/2011	1066	Eric R. Vargas	[7-23-13 R ltr] [ck cleared 1/4/12]	Keene	(15,000.00)	(15,000.00)
Deposit	01/04/2012		Sandra M Keene	[who are these funds for? get fee agmt/acct?]	Keene	154,469.03	139,469.03
Check	01/04/2012	1067	didn't clear bank		checks out of sequence	-	139,469.03
Check	01/04/2012	1068	Eric R. Vargas	[7-23-13 R ltr-purchase of gift cards]	Keene	(1,000.00)	138,469.03
Check	01/04/2012	1069	Yakima County Treasurer		Keene	(4,669.09)	133,799.94
Check	01/04/2012	1070	Eric R. Vargas	[7-23-13 R ltr]	Miller, Fred	(6,500.00)	127,299.94
Check	01/10/2012	1071	Ruth Moore	[7-23-13 R ltr]State Farm Settlement proceeds	Moore, Ruth	(11,343.75)	115,956.19
Check	01/10/2012	1072	Digital Services, Inc.	[7-23-13 R ltr computer set up]	Keene	(3,803.75)	112,152.44
Check	01/11/2012	1074	Eric R. Vargas	[7-23-13 R ltr DV protection order]	Keene	(1,100.00)	111,052.44
Check	01/11/2012	1073	George Vlahakis, MD	[7-23-13 R ltr]	Keene	(2,053.50)	108,998.94
Check	01/11/2012	1075	Eric R. Vargas	[7-23-13 R ltr]	Estate of Bernard Paris	(2,500.00)	106,498.94
Deposit	02/13/2012		Fireman's Fund	Deposit	Downs, Helen	47,500.00	153,998.94
Check	02/21/2012	1076	Eric R. Vargas	[7-23-13 R ltr]	Downs, Helen	(15,000.00)	138,998.94
Check	02/29/2012	1077	Eric R. Vargas	[7-23-13 R ltr]	Downs, Helen	(10,000.00)	128,998.94
Deposit	03/05/2012		Fireman's Fund	Deposit	Downs, Helen	20,000.00	148,998.94
Check	03/09/2012	1078	Helen Downs	Davis v Cornerstone	Downs, Helen	(23,450.00)	125,548.94
Check	03/13/2012	1079	Eric R. Vargas	[7-23-13 R ltr]	Shaver, Dean	(12,000.00)	113,548.94
Check	03/30/2012	1080	Eric R. Vargas	[7-23-13 R ltr]	Sevigny, Louis	(10,000.00)	103,548.94
Check	04/27/2012	1081	The Law Office of Eric R. Vargas	[7-23-13 R ltr]	Clifton, Jonnie	(3,000.00)	100,548.94
Check	05/03/2012	1082	Eric R. Vargas	[7-23-13 R ltr]	Sevigny, Louis	(10,000.00)	90,548.94
Check	05/11/2012	1083	Eric R. Vargas	[7-23-13 R ltr]	Mortenson, Shirley	(10,000.00)	80,548.94
Check	06/01/2012	1086	Eric R. Vargas	[7-23-13 R ltr]	Broyles, Donna	(1,848.86)	78,700.08
Check	06/07/2012	1084	Eric R. Vargas	[7-23-13 R ltr]	Brill, Ethel	(6,712.14)	71,987.94
Check	06/07/2012	1085	Eric R. Vargas	[7-23-13 R ltr]	Squire, Inez	(3,610.79)	68,377.15
Deposit	06/21/2012		James B Emmons	[7-23-13 R ltr in pymt of legal fees]	Emmons	1,848.86	70,226.01
Check	06/26/2012	1087	Eric R. Vargas	[7-23-13 R ltr]	Broyles, Donna	(9,832.79)	60,393.22
Check	07/05/2012	1088	Eric R. Vargas	[7-23-13 R ltr]	Broyles, Greg	(1,632.79)	58,760.43
Check	07/09/2012	1089	Eric R. Vargas	[7-23-13 R ltr]	Hall, Eva	(14,327.11)	44,433.32
Check	07/18/2012	1090	Irrevocable Trust fbo Sandra Keene		Keene	(44,433.32)	-
Deposit	08/08/2012		Eagle Healthcare Inc	Deposit	Goodhue	21.28	21.28
Check	08/31/2012	1091	Ethel Carpenter		Goodhue	(21.28)	-

000176



WSBA reconstruction of Vargus IOLTA account
Transactions by Account

All Transactions

Deposit	09/04/2012		Kim M Eaton, County Clerk	[7-23-13 R ltr]	Estate of James D. Scott	61,207.78	61,207.78
Check	09/05/2012		WA Tir trf to chk 0661	[7-23-13 R ltr]	Estate of James D. Scott	(8,237.68)	52,970.10
Check	09/11/2012	1092	IOLTA Account of Velikanje Halverson PC		Estate of James D. Scott	(21,188.04)	31,782.06
Check	09/12/2012	1093	Eric R. Vargas	[7-23-13 R ltr]	Estate of James D. Scott	(1,312.00)	30,470.06
Check	09/18/2012	1095	Washington State Office of Fin'l Recovery	[7-23-13 R ltr]	Estate of Maria T. Garza	(2,397.68)	28,072.38
Deposit	09/20/2012		No payor on cashier's check	[7-23-13 R ltr]	Estate of Maria T. Garza	2,397.68	30,470.06
Check	09/24/2012	1094	Eric R. Vargas	[7-23-13 R ltr]	Estate of James D. Scott	(4,000.00)	26,470.06
Check	10/09/2012	1096	Eric R. Vargas	[7-23-13 R ltr]	Estate of James D. Scott	(3,500.00)	22,970.06
Check	10/25/2012	1097	Eric R. Vargas	fees for GM Newman [from stubs]	Newman	(6,382.11)	16,587.95
Check	10/30/2012	1098	Eric R. Vargas	[from stubs]	Quesnell	(1,836.65)	14,751.30
Check	11/02/2012	1099	Eric R. Vargas	[7-23-13 R ltr]	Estate of Maria T. Garza	(1,000.00)	13,751.30
Check	11/05/2012	1100	Eric R. Vargas	[stub]	Hall, Eva	(2,700.00)	11,051.30
Check	11/05/2012	1101	Eric R. Vargas	Sue Fowler, medicaid [stub]	Fowler, Sue	(3,500.00)	7,551.30
Check	11/15/2012	1104	Humana		Downs, Helen	(10,602.67)	(3,051.37)
Deposit	11/28/2012		Returned check	Deposit	Downs, Helen	10,602.67	7,551.30
Check	11/29/2012	1104	Humana	subrogation [stub]	Downs, Helen	(10,602.67)	(3,051.37)
Deposit	11/29/2012		Returned check	Deposit	Downs, Helen	10,602.67	7,551.30
Check	11/29/2012	1105	Eric R. Vargas	[7-23-13 R ltr]	Flett, Linda	(2,416.00)	5,135.30
Deposit	12/03/2012		Sandra Keene Sole Benefit Trust	Deposit	Keene	6,000.00	11,135.30
Deposit	12/11/2012		Kroger	Deposit	Altena	25,665.80	36,801.10
Check	12/12/2012	1106	Eric R. Vargas		Altena	(11,865.30)	24,935.80
Check	12/14/2012	1107	Arlene Altena		Altena	(13,736.05)	11,199.75
Check	12/20/2012	1108	Pam Palmer	[7-23-13 R ltr]personal representative fees & mileage	Estate of James D. Scott	(10,181.31)	1,018.44

000177

WSBA Reconstruction of Keene Benefit Trust

11/22/2013 1:27 PM

Register: Keene Benefit Trust BofA
 From 07/18/2012 through 10/08/2013
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/18/2012		Deposit	Keene trust transactions:From IOLTA...	Deposit		X	44,433.32	44,433.32
07/26/2012		check order charge	Keene trust transactions:Bank charges		22.00	X		44,411.32
08/09/2012		interest earned	Keene trust transactions:interest earned	Deposit		X	0.55	44,411.87
08/09/2012	1500	Eric R. Vargas	Keene trust transactions:Payable to Er...		8,000.00	X		36,411.87
08/11/2012	1501	Eric R. Vargas	Keene trust transactions:Payable to Er...		1,000.00	X		35,411.87
09/06/2012		interest earned	Keene trust transactions:interest earned	Deposit		X	0.54	35,412.41
10/08/2012	1502	Cash	Keene trust transactions:Checks made...		610.00	X		34,802.41
10/09/2012		interest earned	Keene trust transactions:interest earned	Deposit		X	0.64	34,803.05
11/06/2012		interest earned	Keene trust transactions:interest earned	Deposit		X	0.53	34,803.58
12/03/2012	1530	The Law Office of Eric R. Vargas	Keene trust transactions:To IOLTA ac...		6,000.00	X		28,803.58
12/06/2012		interest earned	Keene trust transactions:interest earned	Deposit		X	0.56	28,804.14
12/07/2012	1503	Eric R. Vargas	Keene trust transactions:Payable to Er...		3,500.00	X		25,304.14
12/11/2012	1504	Eric R. Vargas	Keene trust transactions:Payable to Er...		3,500.00	X		21,804.14
01/04/2013	1531	Eric R. Vargas	Keene trust transactions:Payable to Er...		13,833.07	X		7,971.07
01/08/2013		interest earned	Keene trust transactions:interest earned	Deposit		X	0.35	7,971.42
01/18/2013	1505	Eric R. Vargas	Keene trust transactions:Payable to Er...		5,500.00	X		2,471.42



WSBA Reconstruction of Keene Benefit Trust

11/22/2013 1:27 PM

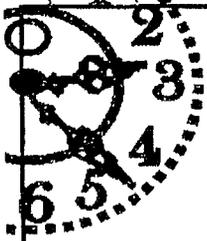
Register: Keene Benefit Trust BofA
 From 07/18/2012 through 10/08/2013
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/05/2013		interest earned	Keene trust transactions:interest earned	Deposit		X	0.03	2,471.45
03/07/2013		interest earned	Keene trust transactions:interest earned	Deposit		X	0.02	2,471.47
03/11/2013	1532	Eric R. Vargas	Keene trust transactions:Payable to Er...	legal fees	1,500.00	X		971.47
04/08/2013		interest earned	Keene trust transactions:interest earned	Deposit		X	0.01	971.48
04/08/2013		monthly maintenance fee	Keene trust transactions:Bank charges		25.00	X		946.48
04/12/2013	1507	Cash	Keene trust transactions:Checks made...		400.00	X		546.48
05/08/2013		monthly maintenance fee	Keene trust transactions:Bank charges		25.00	X		521.48
05/10/2013		Acnillary Banking Srvc fee credit ...	Keene trust transactions:Bank charges	Deposit		X	10.00	531.48
06/06/2013		monthly maintenance fee	Keene trust transactions:Bank charges		25.00	X		506.48
07/06/2013	1508	Eric R. Vargas	Keene trust transactions:Payable to Er...		300.00	X		206.48
07/09/2013		monthly maintenance fee	Keene trust transactions:Bank charges		25.00	X		181.48
08/08/2013		monthly maintenance fee	Keene trust transactions:Bank charges		25.00	X		156.48
09/06/2013		monthly maintenance fee	Keene trust transactions:Bank charges		25.00	X		131.48
10/08/2013		monthly maintenance fee	Keene trust transactions:Bank charges		25.00	X		106.48

PROTECTIVE ORDER

END

000180



THE LAW OFFICE OF ERIC R. VARGAS

917 Triple Crown Way, Ste. 100

Yakima, WA 98908

Phone: (509) 972-9862

Fax: (509) 972-9784

January 22, 2013

Via e-mail to ritas@wsba.org

Washington State Bar Association
Office of Disciplinary Counsel
Attn Rita Swanson, Audit Manager
1325 4th Avenue, Ste. 600
Seattle, WA. 98101-2539

**RE: The Law Office of Eric R. Vargas
WSBA File No. 12-02366**

Dear Ms. Swanson:

I am in receipt of your Request for Response - Trust Account Overdraft Notification dated December 21, 2012.

The Office of Disciplinary Counsel requested I provide personal assurance that all records, files and accounts related to the grievance are retained until I receive written authorization from your office to do otherwise or until this matter is concluded and all possible appeal periods have expired. I personally assure that I will comply with this request for assurance.

In support of and by way of explanation I am including the following information:

- Bank Statement for the month in which the overdraft occurred (11/01/2012 – 11/30/2012);
- Deposit slips, cancelled checks, deposit items and checks that were returned by the bank (unavailable as the payee destroyed the check upon receipt of payment), and/or other withdrawals for the month(s) in which the overdrafts occurred;
- Check register for the month(s) in which the overdrafts occurred;
- Records supporting your explanation of how the overdrafts were corrected.

I do not use my IOLTA account very much. I did not keep individual client ledgers nor did I ever reconcile my bank statements. I do not hold funds in escrow for real estate transactions nor do I hold funds in any fiduciary capacity.

I do have some flat fee cases, but I do not deposit those funds into my IOLTA account.

My IOLTA account is used mostly for settlement proceedings in the very few personal injury cases that I have taken in the past.

000181

Rita Swanson
January 22, 2013
Page 2 of 2

There were two deposits made in 11/2012 that I do not have deposit slips for. Those deposits totaled \$21,204.74.

Included with this transmittal is verification that the payee on the check that was returned for insufficient funds was transmitted and paid to the appropriate party.

I have no good explanation for the mistake other than it was a mistake caused by inattention and poor bookkeeping. I thought that I was on top of the open accounts in my IOLTA, but I made a critical error because I did not reconcile my books. There are no open accounts in my IOLTA account at this time.

I do have a settlement pending for one client. I have printed out and read the WSBA "Managing Client Trust Accounts" publication. I intend to manage the account with individual ledgers on each client in the future.

If you need anything else, please let me know and I will provide that information. Thank you.

Sincerely,

Eric R. Vargas
Attorney at Law

Encls.

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THE LAW OFFICE OF ERIC R. VARGAS

917 TRIPLE CROWN WAY, STE. 100
YAKIMA, WA 98908
PHONE: (509) 972-9862
FAX: (509) 972-9784

February 15, 2013

FEB 19 2013

Washington State Bar Association
Attn: Marsha Matsumoto
1325 Fourth Avenue, Suite 600
Seattle, WA. 98101-2539

**RE: Grievance of WSBA against Eric R. Vargas
WSBA File No. 12-02366**

Dear Ms. Matsumoto:

Your letter of January 25, 2013, you posed a number of questions and requested documentation pertaining to my IOLTA account in order to conduct a disciplinary investigation.

You asked me to confirm when I opened a trust account at CHASE bank. My trust account has always been at Bank of America and I know I opened it sometime in 2009.

I have requested copies of all the documents requested from Bank of America. They responded by letter a copy of which is attached to this correspondence.

Bank of America required that I pay \$60.00 before they would start researching and copying the needed records. I paid that fee on 02/14/2013.

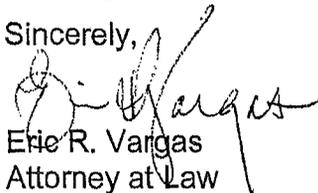
I do not know how long it will take to receive the requested copies.

The 30-day deadline in your letter of January 25, 2013, is a Sunday. I do not believe that I am going to be able to adequately respond to your request by February 25, 2013.

I am requesting a 30 day extension of this deadline so that I can comply with the WSBA's requests for information.

I thank you in advance for your consideration.

Sincerely,



Eric R. Vargas
Attorney at Law

Encls.

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000183

PROTECTIVE ORDER

START

000184



THE LAW OFFICE OF ERIC R. VARGAS

917 Triple Crown Way, Ste. 100

Yakima, WA 98908

Phone: (509) 972-9862

Fax: (509) 972-9784

July 23, 2013

Via e-mail to ritas@wsba.org

Washington State Bar Association
Office of Disciplinary Counsel
Attn Rita Swanson
1325 4th Avenue, Ste. 600
Seattle, WA. 98101-2539

RE: *The Law Office of Eric R. Vargas*
WSBA File No. 12-02366

Dear Ms. Swanson:

In response to your letter of June 20, 2013, I am sending you the information you requested.

Your first request was for clarification of a check no. 1076 in the amount of \$15,000.00 written as a fee to client Arlene Altena on 02/21/2012. I mislabeled that check. I had 2 personal injury suits that settled in 2012. One was Helen Downs and the other was Arlene Altena. The 02/21/2012 check no. 1076 was a one-third fee for the settlement I received for Helen Downs. I am sending you the documentation on Altena as well.

Your second request involved a deposit of \$61,207.78 dated 09/04/2012. This was a check that had been held in the Clerk's Registry in a disputed matter regarding the Estate of James Scott. I wrote a check no. 1092 to the IOLTA account to opposing counsel in the amount of \$21,188.04 in settlement of the matter. I am including an invoice for my initial services in the matter of \$8,237.68. This is the answer to question 10 regarding an electronic transfer of that amount to my account no. 0661. I did not record the electronic transfer in my register.

I have since written checks on that account disbursing the remaining balance to the Personal Representative, including ongoing legal fees. These checks were issued to my business account for the remaining balance. These were checks number 1093, 1094, 1096 and 1108.

In response to your request no. 3 for a settlement statement for the matter of Helen Downs, I attach a copy.

000185

Rita Swanson
July 23, 2013
Page 2 of 3

In response to your request no. 4, I am attaching a copy of the cancelled check from Humana in the amount of \$10,602.37. The November, 2012, IOLTA statement verifies that the check was paid from that account.

In response to your request no. 5, the check in the amount of \$1,848.86 was issued for payment of legal fees in the matter of James B. Emmons.

In response to request no. 6, you reference a cashiers check deposited in the amount of \$2,397.68. That check was in the matter of the Estate of Maria T. Garza. That was to pay off a Medicaid Estate Recovery Lien filed against the estate by the Washington State Office of Financial Recovery. That is check no. 1095.

In response to request no. 7, I am sending you a copy of cancelled check no. 1066. My register indicates that the check was for client, Willie White. That was a fee for establishing a trust and resolution of an overpayment that was charged to her by the Washington State Office of Financial Recovery. I include the check register entry with the correct client identified.

In response to request no. 8, I am sending you a copy of check no. 1070 in the amount of \$6,500.00 written on January 4, 2012. That was for the matter of Fred Miller. I am enclosing a copy of the paid invoice.

In response to request no. 9 I am sending a copy of cancelled check no. 1073 written to George Vlahakis, MD. Dr. Vlahakis provided psychiatric services to Sandra Marie Keene, the daughter of client Willie White. That bill was paid out of this IOLTA account.

In response to request no. 10, please see my response to your second request in the third paragraph of page 1.

In response to request no. 11, I am providing check stubs for 2011 and 2012.

In response to request no. 12, I am sending you all my trust account bank statements from January, 2011 through December, 2012. The deposit slips are provided and I have ordered copies of all the checks from 2011 and 2012. I apologize for not having those ready. I will forward those to your attention as soon as I get them.

In response to request no. 13:

- Check no 1068 - Willie White (purchase of gift cards through the Irrevocable Trust fbo Sandra Marie Keene);
- Check no. 1071 - Ruth Moore (personal injury settlement);
- Check no. 1072 - Irrevocable Trust fbo S. Marie Keene computer set-up);
- Check no. 1074 - Sandra Marie Keene (DV protection order);
- Check no. 1075 - Estate of Bernard Faris;
- Check no. 1077 - Helen Downs;
- Check no. 1079 - Dean Shaver;
- Check no. 1080 - Louis Sevigny;
- Check no. 1081 - Jonnie D. Clifton;

Rita Swanson
July 23, 2013
Page 3 of 3

- Check no. 1082 – Louis Sevigny;
- Check no. 1083 - Shirley Mortenson;
- Check no. 1086 - Donna Broyles;
- Check no. 1084 - Ethel Brill;
- Check no. 1085 - Inez Squire;
- Check no. 1087 - Donna Broyles;
- Check no. 1088 - Greg Broyles;
- Check no. 1089 - Eva Hall;
- Electronic Transfer – Estate of James Scott;
- Check no. 1092 – Estate of James Scott;
- Check no. 1093 – Estate of James Scott;
- Check no. 1095 – Estate of Maria T. Garza;
- Check no. 1094 – Estate of James Scott;
- Check no. 1096 – Estate of James Scott;
- Check no. 1097 - Guardianship of Mathew Newman;
- Check no. 1098 - Dean Quesnell;
- Check no. 1099 - Estate of Maria Garza ;
- Check no. 1100 – Eva Hall;
- Check no. 1101 – Sue Fowler;
- Check no. 1105 - Linda Flett;
- Check no. 1108 – Estate of James Scott;

If you need any information not mentioned, please let me know and I will provide that information. Thank you.

Sincerely,

Eric R. Vargas
Attorney at Law

Encls.

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WSBA

OFFICE OF DISCIPLINARY COUNSEL

Randy Beitel
Senior Disciplinary Counsel

direct line: 206-727-8257
fax: 206-727-8325
randyb@wsba.org

September 27, 2013

ADDITIONAL REQUEST FOR RESPONSE TO GRIEVANCE

Eric Rene' Vargas
The Law Office of Eric R. Vargas
917 Triple Crown Way Ste 100
Yakima, WA 98908-2426

Re: Grievance of WSBA against Eric Rene' Vargas
WSBA File No. 12-02366

Dear Mr. Vargas:

Thank you for meeting this week with my investigator, Brian McCarthy. I am writing to confirm the request made by Mr. McCarthy that you provide additional information and documents regarding this matter. This includes the following:

1. The complete file with regard to the creation of the Irrevocable Trust fbo Sandra Keene. Vargas identified this as a sole beneficiary trust and agreed provide all documentation including the fee agreement.
2. All account information and bank statements with regard to the Irrevocable Trust fbo Sandra Keene from the date the account was open up until the present, including the location of the funds.
3. All invoices and billing for your work as trustee for the Irrevocable Trust fbo Sandra Keene.

4. Verification of the expenditure check #1068 dated January 4, 2012 in the amount of \$1,000 for gift cards.
5. Verification of the expenditure check #1069 dated January 4, 2012 in the amount of \$4,669.09 made out to the Yakima County Treasurer, with the complete documentation associated with this expenditure.
6. Complete verification regarding Check #1072 dated January 10, 2012 in the amount of \$3,803.75 made out to Digital Services Inc., including the receipt for the purchase.
7. Complete verification as to Check #1074 dated January 11, 2012 in the amount of \$1,100 made out to Eric R. Vargas reportedly for legal services in obtaining a DV protection order for Keene. Please provide your complete billings and all case documentation.
8. Complete verification as to Check #1073 dated January 11, 2012 in the amount of \$2,053.50 made out to George Vlahakis M.D.
9. Complete verification as to the deposit dated December 3, 2012 from Sandra Keene Sole Benefit Trust into the Vargas' IOLTA in the amount of \$6,000, including a copy of the check.
10. You have agreed to provide an explanation and documentation to explain a number of withdrawals from the IOLTA, and therefore White's funds, that have a name associated with them.
11. Provide the Altona settlement statement with an explanation regarding why the amount of proceeds disbursed is different than the amount of the proceeds deposited.
12. Provide an explanation with regard to the funds for the estate of James D. Scott. Including the disposition of the remaining \$12,788.75 in your IOLTA which you indicated may have been split between your client and the client represented by Velikanje Halverson in order to avoid a will contest and to resolve the matter.
13. Provide the settlement statements for Helen Downs in the amount of \$47,500 and \$20,000. Also provide verification that the payment to Humana in the amount of \$10,602.37 was in fact processed after two failed attempts. Also provide an explanation as to why the remaining \$8,447.63 for Downs is not in the IOLTA.
14. Provide invoices for client James B. Emmons in order to confirm the amount of the fee payment.
15. Identify the holder of the Bank of America account ending in #0661.

Eric Rene' Vargas
September 27, 2013
Page 3 of 3

Please provide the above requested information and documents no later than October 31, 2013.

Thank you for your cooperation.

Sincerely,


Randy Beitel
Senior Disciplinary Counsel

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EXHIBIT 2

To Disciplinary Counsel's Declaration

Disciplinary Counsel's December 5, 2013 Analysis Letter



WSBA

OFFICE OF DISCIPLINARY COUNSEL

Randy Beitel
Senior Disciplinary Counsel

direct line: (206) 727-8257
fax: 206-727-8325
email: randyb@wsba.org

December 5, 2013

Eric Rene' Vargas
The Law Office of Eric R. Vargas
917 Triple Crown Way Ste 100
Yakima, WA 98908-2426

Re: Grievance of WSBA against Eric Rene' Vargas
WSBA File No. 12-02366

Dear Mr. Vargas:

We have concluded our investigation and write to advise you of our conclusions before we report this matter to a Review Committee of the Disciplinary Board. Our analysis is based on interviews of yourself, WW¹, and SK, your November 25, 2013 deposition, and a review of the documentation listed at the end of this letter.

We are recommending that the Review Committee order the matter to hearing. If you wish to provide additional information or address our analysis, you should send it to me before December 12, 2013. The Review Committee will be provided with the documentation listed at the end of this letter and anything further that you send to us. All materials will become public when and if the Review Committee orders the matter to hearing or orders an admonition be issued, unless the materials are covered by a protective order.

This grievance was opened as the result of an overdraft on your IOLTA trust account (account ending 6001) on November 27, 2012. As part of the investigation into your trust account, we became aware of your handling of the funds of WW and the SK Sole Benefit Trust, of which you are the trustee. It appears that you have converted WW's funds from your IOLTA account and

¹ Because neither WW nor SK is a grievant, we are referring to them by their initials. By separate letter, we are advising you as to their identity.

have converted funds of the SK Sole Benefit Trust (account ending in 3712).

FACTS AS DISCLOSED BY INVESTIGATION

On September 24, 2013 you were interviewed by WSBA Investigator Brian McCarthy. At that time you explained that in October 2011 you met with WW, a nursing home resident. WW is a Medicaid recipient who was facing a possible termination of Medicaid benefits and assessment of an overpayment due to a savings account she owned. You indicated to Mr. McCarthy that you undertook WW's representation to create a special needs trust to receive the funds from WW and to then administer the trust for the benefit of WW's adult daughter, SK, who is developmentally disabled and receiving Supplemental Security Income (SSI). You indicated that you were thus able to preserve WW's Medicaid eligibility and resolve the issue of the overpayment.

You indicated to Mr. McCarthy that you received WW's \$154,469.03 which you deposited to your IOLTA account. At your November 25, 2013 deposition, you declined to answer all questions related to your representation of WW or the SK Trust, asserting your Fifth Amendment right against self incrimination. The records of your IOLTA account confirm that you deposited \$154,469.03 on January 4, 2012. The account records reflect that your IOLTA account had no funds in it at the time of that deposit, and that the account had no funds in the preceding two months. The account records reflect that the WW/SK Trust funds were the only funds in your IOLTA account from November 1, 2011 until February 13, 2012. During that time frame, you issued the following checks from your IOLTA account payable to yourself:

Check 1066	December 30, 2011	\$15,000.00
Check 1068	January 4, 2012	1,000.00
Check 1070	January 4, 2012	6,500.00
Check 1074	January 11, 2012	1,100.00
Check 1075	January 11, 2012	2,500.00

You have not established that you were entitled to any of these funds, and at your November 25, 2013 deposition, when asked as to the purpose of each of these checks, you declined to answer, asserting your Fifth Amendment right against self incrimination.

During the November 1, 2011 to February 13, 2012 time frame, you also issued Check 1069 from your IOLTA account payable to the Yakima County Treasurer on January 4, 2012 in the amount of \$4,669.09. You have not established that you were entitled to pay these funds to the Yakima County Treasurer. At your November 25, 2013 deposition, when asked as to the purpose of this check, you declined to answer and asserted your Fifth Amendment right against self incrimination, however, the records of the Yakima County Treasurer reflect that the check was received in payment of property taxes on a parcel that is owned by you and your spouse.

Also during the November 1, 2011 to February 13, 2012 time frame you issued Check 1071 from your IOLTA account on January 10, 2012 payable to Ruth Moore in the amount of \$11,343.75. The memo line of the check indicates "State Farm Settlement Proceeds." It is noted, however, that there were no settlement proceeds for Ms. Moore in the account, and the disbursement to

Ms. Moore was taken wholly from the funds of WW/SK Trust. You have not established that you were entitled to use these funds to disburse to Ms. Moore, and at your November 25, 2013 deposition, when asked as to the purpose of this check, you declined to answer and asserted your Fifth Amendment right against self incrimination.

Also during the November 1, 2011 to February 13, 2012 time frame, you issued check 1072 from your IOLTA account on January 10, 2012 payable to Digital Services, Inc. in the amount of \$3,803.75. Although these were the funds of WW/SK Trust, the disbursement was not authorized and not for their benefit. At your November 25, 2013 deposition you failed to produce the subpoenaed documentation regarding this transaction. When asked as to the purpose of this check, you declined to answer and asserted your Fifth Amendment right against self incrimination.

Also during the November 1, 2011 to February 13, 2012 time frame, you issued Check 1073 from your IOTLA account on January 11, 2012 payable to George Vlahakis, MD in the amount of \$2,053.50. Although these were the funds of WW/SK Trust, both WW and SK receive Medicare/Medicaid, and neither has received care from Dr. Vlahakis. We do note, however, that in a previous public disciplinary proceeding, you filed a May 30, 2006 Respondent's Witness Designation identifying Dr. Vlahakis as your witness and stating "Dr. Vlahakis will testify regarding his treatment of Mr. Vargas" It is apparent that Dr. Vlahakis is your physician. You have not established that you were entitled to use the funds of WW/SK Trust to pay Dr. Vlahakis, and at your November 25, 2013 deposition, when asked as to the purpose of this check, you declined to answer and asserted your Fifth Amendment right against self incrimination.

After February 13, 2012, your IOLTA account at times included the funds of other clients, however the funds of WW/SK Trust wholly funded the following checks payable to you or your law office:

Check 1079	March 19, 2012	\$12,000.00
Check 1080	March 30, 2012	10,000.00
Check 1081	April 27, 2012	3,000.00
Check 1084	June 7, 2012	6,712.14
Check 1085	June 7, 2012	3,610.79
Check 1086	June 20, 2012	1,848.86
Check 1087	June 26, 2012	9,832.79
Check 1088	July 7, 2012	1,632.79
Check 1089	July 9, 2012	14,327.11

You have not established entitlement to any of these funds, and at your November 25, 2013 deposition, when asked as to the purpose of each of these checks, you declined to answer, asserting your Fifth Amendment right against self incrimination.

Following the July 9, 2012 disbursement to yourself, your IOLTA trust account had a balance of \$44,433.32. By your Check 1090, on July 18, 2012, you transferred that entire balance to an account you established that same date for the SK Trust (account ending 3712). Thereafter, acting

as the Trustee of the SK Trust you made the following disbursements to yourself or your law office:

Check 1500	August 9, 2012	\$8,000.00
Check 1501	August 11, 2012	1,000.00
Check 1530	December 3, 2012	6,000.00
Check 1503	December 7, 2012	3,500.00
Check 1504	December 10, 2012	3,500.00
Check 1531	January 4, 2013	13,833.07
Check 1505	January 18, 2013	5,500.00
Check 1532	March 11, 2013	1,500.00
Check 1508	July 26, 2013	300.00

You have not established entitlement to any of these funds, and at your November 25, 2013 deposition, when asked as to the purpose of each of these checks, you declined to answer, asserting your Fifth Amendment right against self incrimination.

In addition, you wrote two checks from the SK Trust payable to Cash: Check 1502 on October 8, 2012 for \$610.00, and Check 1507 on April 12, 2013 for \$400.00. You have not established entitlement to these funds and at your November 25, 2013 deposition, when asked as to the purpose of each of these two checks, you declined to answer, asserting your Fifth Amendment right against self incrimination.

With the addition of bank charges deducted from the account for the SK Trust, the above disbursements reduced the original \$154,469.03 received in January, 2012, from WW for the special needs trust for her daughter SK, down to a balance of \$106.48 as of October 8, 2013. It is likely that a small portion of the above disbursements were earned fees, however, despite being served with a subpoena requiring you to provide your billings for the WW/SK Trust matters, you have not provided any such invoices or billings. Because you elected to assert your Fifth Amendment privilege against self incrimination and declined to answer as to the basis for all of the disbursements, it has not been possible to establish your entitlement to any of the disbursements.² It appears, however, that with respect to the great majority of the disbursements, you were not entitled to the funds and they were knowing conversions of client funds with the intent to deprive WW and the SK Trust of their funds.

VIOLATION ANALYSIS

A lawyer "must not use, convert, borrow or pledge client or third person property for the lawyer's own use." RPC 1.15A(b). In addition, it is professional misconduct for a lawyer to commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a

² Your July 23, 2013 response attributed various of the disbursements to other clients, however, a review of your trust account reveals that none of the clients to whose matters you attributed the disbursements had any funds in the account. As such, we do not consider the attributions you made in your July 23, 2013 response to be credible.

lawyer in other respects, RPC 8.4(b), or to commit an act involving moral turpitude or corruption that reflects a disregard for the rule of law, RPC 8.4(i). By knowingly using for your own purposes the funds that were entrusted to you by WW for the purpose of creating and funding a special needs trust for her daughter, and thereby intentionally depriving WW and her daughter of those funds, it appears you have committed theft. See RCW 9A.56.020(1)(a) (“‘Theft’ means: . . . [t]o wrongfully obtain or exert unauthorized control over the property or services of another or the value thereof, with intent to deprive him of such property or services”); see also RCW 9A.56.010(19)(b) (definition of “wrongfully obtains” or “exerts unauthorized control”). Accordingly, it appears that you violated RPC 1.15A(b), RPC 8.4(b) and/or RPC 8.4(i).

Because it appears that you may have violated the RPC, we will be forwarding this matter to a Review Committee for its consideration. The Review Committee has wide discretion and may dismiss the grievance, dismiss with an advisory letter, issue an admonition or order the matter to a hearing for a public determination of the violations and the appropriate disciplinary sanction.

SANCTION ANALYSIS

The Washington Supreme Court has held that the American Bar Association Standards for Imposing Lawyer Sanctions (1991 ed. & Feb. 1992 Supp.) (“ABA Standards”) provide the appropriate framework to impose disciplinary sanctions. In re Disciplinary Proceeding Against Halverson, 140 Wn.2d 475, 492, 998 P.2d 833 (2000); In re Disciplinary Proceeding Against Johnson, 114 Wn.2d 737, 745, 790 P.2d 1227 (1990). The ABA Standards require examination of (1) the duty violated, (2) the lawyer’s mental state, (3) the extent of actual or potential for injury caused by the lawyer’s conduct, and (4) aggravating and mitigating factors.

The nature of the duty violated together with the lawyer’s mental state and any potential injury generally determine the presumptive sanction to be applied. ABA Standard 4.1 is most applicable to the duty not to convert a client’s funds. ABA Standard 5.1 is most applicable to the duty not go engage in criminal conduct that reflects adversely on the lawyer’s honesty, trustworthiness or fitness as a lawyer in other respects. Copies of the pertinent ABA Standards are enclosed.

It appears you knowingly converted your client’s funds and intentionally engaged in misappropriation and theft of client funds. The actual injury to WW and SK, appears to be very serious in that the funds WW had saved, which were intended to provide for her disabled adult daughter, appear to no longer be available. The presumptive sanction thus appears to be disbarment.

We believe the following aggravating factors identified in ABA Standard 9.22 may be raised:

- (a) prior disciplinary offenses [You were suspended for two years in 2006 based on conviction of two felony counts of unlawful possession of controlled substances, involving obtaining the drugs from a client];
- (b) dishonest or selfish motive;
- (c) a pattern of misconduct [the unauthorized takings of client funds occurred over a two-year period and involved at least 29 separate unauthorized takings of funds];

- (h) vulnerability of victim [WW suffers from late-stage cancer, is confined to a nursing home, and has limited understanding of events. Her daughter is developmentally disabled and not able to fully understand her financial affairs. All of this left them vulnerable to financial exploitation];
- (i) substantial experience in the practice of law [You were admitted to practice in 1991];
- (k) illegal conduct.

We believe that none of the mitigating factors identified in ABA Standard 9.32 are appropriate.

The aggravating factors may cause the sanction to vary from the presumptive sanction.

SUBSTANTIAL THREAT OF SERIOUS HARM TO THE PUBLIC - ELC 7.2(a)(1)

ELC 7.2(a)(1) provides that disciplinary counsel may petition the Supreme Court for an order suspending the respondent lawyer during the pendency of any proceeding under the rules if:

- (A) it appears that a respondent's continued practice of law poses a substantial threat of serious harm to the public; and
- (B) a review committee recommends an interim suspension.

Given the conduct described above, your continued practice of law poses a substantial threat of serious harm to the public. You appear to have committed serious acts of theft from two vulnerable clients who were not in a position to monitor your stewardship of their funds. Such acts reflect adversely on your fitness as a lawyer. The Association is asking the Review Committee to recommend your interim suspension under ELC 7.2(a)(1).

CONCLUSION

For the reasons set forth above, the Office of Disciplinary Counsel is recommending that the Review Committee order the matter to hearing and authorize seeking your interim suspension under ELC 7.2(a)(1). The Review Committee will advise you of its decision.

Sincerely,



Randy Beitel
Senior Disciplinary Counsel

DOCUMENTATION³

1. X Disciplinary Counsel's analysis letter (with attachments, if applicable)

2. X Grievance
 - Overdraft Notice Received on December 4, 2012

3. X Respondent's response to grievance and/or deposition (and Disciplinary Counsel's request for response, if applicable)
 - Transcript and Exhibits of Respondent's November 25, 2013 Deposition
 - Response dated January 22, 2013.
 - Response dated February 15, 2013.
 - Response dated July 23, 2013
 - Disciplinary Counsel's September 27, 2013 Additional Request for Response

6. X Court and other records (including dockets)
 - September 12, 2006 Order Approving Stipulation to Suspension
 - August 10, 2006 Disciplinary Board Order and Stipulation to Suspension

³ In accordance with the General Rules, the following personal identifiers will be redacted from the documents sent to the Review Committee: Social Security numbers, financial account numbers, drivers license numbers, telephone numbers, and dates of birth of minor children.

Referenced Sections of the ABA Standards

4.1 *Failure to Preserve the Client's Property*

Absent aggravating or mitigating circumstances, upon application of the factors set out in 3.0, the following sanctions are generally appropriate in cases involving the failure to preserve client property:

- 4.11 Disbarment is generally appropriate when a lawyer knowingly converts client property and causes injury or potential injury to a client.
- 4.12 Suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client.
- 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing with client property and causes injury or potential injury to a client.
- 4.14 Admonition is generally appropriate when a lawyer is negligent in dealing with client property and causes little or no actual or potential injury to a client.

5.1 *Failure to Maintain Personal Integrity*

Absent aggravating or mitigating circumstances, upon application of the factors set out in Standard 3.0, the following sanctions are generally appropriate in cases involving commission of a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects, or in cases with conduct involving dishonesty, fraud, deceit, or misrepresentation:

- 5.11 Disbarment is generally appropriate when:
 - (a) a lawyer engages in serious criminal conduct, a necessary element of which includes intentional interference with the administration of justice, false swearing, misrepresentation, fraud, extortion, misappropriation, or theft; or the sale, distribution or importation of controlled substances; or the intentional killing of another; or an attempt or conspiracy or solicitation of another to commit any of these offenses; or
 - (b) a lawyer engages in any other intentional conduct involving dishonesty, fraud, deceit, or misrepresentation that seriously adversely reflects on the lawyer's fitness to practice.
- 5.12 Suspension is generally appropriate when a lawyer knowingly engages in criminal conduct which does not contain the elements listed in Standard 5.11 and that seriously adversely reflects on the lawyer's fitness to practice.
- 5.13 Reprimand is generally appropriate when a lawyer knowingly engages in any other conduct that involves dishonesty, fraud, deceit, or misrepresentation and that adversely reflects on the lawyer's fitness to practice law.
- 5.14 Admonition is generally appropriate when a lawyer engages in any other conduct that reflects adversely on the lawyer's fitness to practice law.

EXHIBIT 3

To Disciplinary Counsel's Declaration

Formal Complaint

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FILED

DEC 23 2013

DISCIPLINARY BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

ERIC R. VARGAS,
Lawyer (Bar No. 20364).

Proceeding No. 13#00116
FORMAL COMPLAINT

Under Rule 10.3 of the Rules for Enforcement of Lawyer Conduct (ELC), the Washington State Bar Association (the Association) charges the above-named lawyer with acts of misconduct under the Rules of Professional Conduct (RPC) as set forth below.

ADMISSION TO PRACTICE

1. Respondent Eric R. Vargas was admitted to the practice of law in the State of Washington on March 4, 1991.

FACTS REGARDING COUNTS 1, 2, and 3

2. Respondent undertook the representation of WW¹ and her adult developmentally disabled daughter, SK, in late 2011.

¹ WW and SK are referenced by their initials to preserve their privacy because neither is a grievant.

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1 3. WW resides in a nursing home, suffers from advanced cancer, and receives Medi-
2 caid to fund her nursing home care.

3 4. WW's Medicaid eligibility for her nursing home care was challenged by the De-
4 partment of Social and Health Services because of funds she had in a savings account.

5 5. WW desired that the funds inure to the long-term benefit of her daughter, SK.

6 6. Respondent recommended that WW establish a Sole Benefit Trust for the benefit
7 of her disabled adult daughter, SK, and transfer her funds to the Sole Benefit Trust to maintain
8 WW's eligibility for Medicaid while providing for SK to have the long-term benefit of the funds
9 to be administered by a trustee in a manner that did not interfere with SK's eligibility for Sup-
10 plemental Security Income.

11 7. WW agreed to the arrangement and asked that Respondent serve as the trustee of
12 the Sole Benefit Trust. Respondent agreed to create the trust, serve as trustee and also to repre-
13 sent WW in maintaining her Medicaid eligibility.

14 8. On or about December 30, 2011, Respondent received \$154,469.03 of WW's
15 funds for the purpose of establishing and administering the Sole Benefit Trust for SK, and de-
16 posited these funds into his IOLTA trust account on January 4, 2012. These funds were held in
17 Respondent's IOLTA trust account, with various disbursements made, until July 18, 2012, when
18 the remaining balance of \$44,433.32 was transferred to a new account for the SK Sole Benefit
19 Trust under the control of Respondent as trustee.

20 ***First Degree Thefts***

21 9. On or about January 4, 2012, wrongfully and without authorization or entitlement,
22 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
23 spondent disbursed \$15,000 of their funds from his trust account by Check No. 1066 payable to
24

1 himself.

2 10. On or about January 4, 2012, wrongfully and without authorization or entitlement,
3 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
4 spondent disbursed \$6,500 of their funds from his trust account by Check No. 1070 payable to
5 himself.

6 11. On or about January 5, 2012, wrongfully and without authorization or entitlement,
7 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
8 spondent disbursed \$15,000 of their funds from his trust account by Check No. 1066 payable to
9 himself.

10 12. On or about January 10, 2012, wrongfully and without authorization or entitle-
11 ment, and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds,
12 Respondent disbursed \$11,343.75 of their funds from his trust account by Check No. 1071 pay-
13 able to Respondent's client RM to satisfy Respondent's obligation to disburse settlement pro-
14 ceeds to RM.

15 13. On or about March 19, 2012, wrongfully and without authorization or entitlement,
16 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
17 spondent disbursed \$12,000 of their funds from his trust account by Check No. 1079 payable to
18 himself.

19 14. On or about March 30, 2012, wrongfully and without authorization or entitlement,
20 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
21 spondent disbursed \$10,000 of their funds from his trust account by Check No. 1080 payable to
22 himself.

1 15. On or about May 3, 2012, wrongfully and without authorization or entitlement, and
2 with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Respond-
3 ent disbursed \$10,000 of their funds from his trust account by Check No. 1082 payable to him-
4 self.

5 16. On or about May 11, 2012, wrongfully and without authorization or entitlement,
6 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
7 spondent disbursed \$10,000 of their funds from his trust account by Check No. 1083 payable to
8 himself.

9 17. On or about June 7, 2012, wrongfully and without authorization or entitlement, and
10 with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Respond-
11 ent disbursed \$6,712.14 of their funds from his trust account by Check No. 1084 payable to
12 himself.

13 18. On or about June 26, 2012, wrongfully and without authorization or entitlement,
14 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
15 spondent disbursed \$9,832.79 of their funds from his trust account by Check No. 1087 payable
16 to himself.

17 19. On or about July 9, 2012, wrongfully and without authorization or entitlement, and
18 with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Respond-
19 ent disbursed \$14,327.11 of their funds from trust his account by Check No. 1089 payable to
20 himself.

21 20. On or about August 9, 2012, wrongfully and without authorization or entitlement,
22 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
23 spondent disbursed \$8,000 of their funds from the Sole Benefit Trust account by Check No.
24

1 1500 payable to himself.

2 21. On or about December 3, 2012, wrongfully and without authorization or entitle-
3 ment, and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds,
4 Respondent disbursed \$6,000 of their funds from the Sole Benefit Trust account by Check No.
5 1530 payable to The Law Office of Eric Vargas.

6 22. On or about January 4, 2013, wrongfully and without authorization or entitlement,
7 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
8 spondent disbursed \$13,833.07 of their funds from the Sole Benefit Trust account by Check No.
9 1531 payable to himself.

10 23. On or about January 18, 2013, wrongfully and without authorization or entitle-
11 ment, and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds,
12 Respondent disbursed \$5,500 of their funds from the Sole Benefit Trust account by Check No.
13 1505 payable to himself.

14 *Second Degree Thefts*

15 24. On or about January 4, 2012, wrongfully and without authorization or entitlement,
16 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
17 spondent disbursed \$1,000 of their funds from his trust account by Check No. 1068 payable to
18 himself.

19 25. On or about January 4, 2012, wrongfully and without authorization or entitlement,
20 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
21 spondent disbursed \$4,669.09 of their funds from his trust account by Check No. 1069 payable
22 to the Yakima County Treasurer in payment of Respondent's own tax obligation.
23
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1 26. On or about January 10, 2012, wrongfully and without authorization or entitle-
2 ment, and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds,
3 Respondent disbursed \$3,803.75 of their funds from his trust account by Check No. 1072 paya-
4 ble to Digital Services Inc. for goods or services unrelated to WW, the Sole Benefit Trust, or
5 SK.

6 27. On or about January 11, 2012, wrongfully and without authorization or entitle-
7 ment, and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds,
8 Respondent disbursed \$2,053.50 of their funds from his trust account by Check No. 1073 paya-
9 ble to George Vlahakis, MD, for goods or services unrelated to WW, the Sole Benefit Trust, or
10 SK.

11 28. On or about January 11, 2012, wrongfully and without authorization or entitle-
12 ment, and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds,
13 Respondent disbursed \$1,100 of their funds from his trust account by Check No. 1074 payable
14 to himself.

15 29. On or about January 11, 2012, wrongfully and without authorization or entitle-
16 ment, and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds,
17 Respondent disbursed \$2,500 of their funds from his trust account by Check No. 1075 payable
18 to himself.

19 30. On or about April 27, 2012, wrongfully and without authorization or entitlement,
20 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
21 spondent disbursed \$3,000 of their funds from his trust account by Check No. 1081 payable to
22 the Law Office of Eric R. Vargas.

23 31. On or about June 7, 2012, wrongfully and without authorization or entitlement, and
24

1 with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Respond-
2 ent disbursed \$3,610.79 of their funds from his trust account by Check No. 1085 payable to
3 himself.

4 32. On or about June 20, 2012, wrongfully and without authorization or entitlement,
5 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
6 spondent disbursed \$1,848.86 of their funds from his trust account by Check No. 1086 payable
7 to himself.

8 33. On or about July 7, 2012, wrongfully and without authorization or entitlement, and
9 with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Respond-
10 ent disbursed \$1,632.79 of their funds from his trust account by Check No. 1088 payable to
11 himself.

12 34. On or about August 11, 2012, wrongfully and without authorization or entitlement,
13 and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds, Re-
14 spondent disbursed \$1,000 of their funds from the Sole Benefit Trust account by Check No.
15 1501 payable to himself.

16 35. On or about December 7, 2012, wrongfully and without authorization or entitle-
17 ment, and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds,
18 Respondent disbursed \$3,500 of their funds from the Sole Benefit Trust account by Check No.
19 1503 payable to himself.

20 36. On or about December 10, 2012, wrongfully and without authorization or entitle-
21 ment, and with the intent to deprive WW and/or the Sole Benefit Trust and/or SK of their funds,
22 Respondent disbursed \$3,5000 of their funds from the Sole Benefit Trust account by Check No.
23 1504 payable to himself.

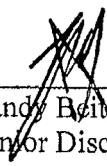
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COUNT 3

43. By committing one or more acts of third degree theft, Respondent violated RPC 8.4(b) by violating RCW 9A.56.050 and/or RPC 8.4(c) and/or RPC 1.15A(b) and/or RPC 8.4(i).

THEREFORE, Disciplinary Counsel requests that a hearing be held under the Rules for Enforcement of Lawyer Conduct. Possible dispositions include disciplinary action, probation, restitution, and assessment of the costs and expenses of these proceedings.

Dated this 23rd day of December, 2013.



Randy Beitel, Bar No. 7177
Senior Disciplinary Counsel

