

**BEFORE THE BOARD OF DISCIPLINARY APPEALS  
APPOINTED BY  
THE SUPREME COURT OF TEXAS**

**IN THE MATTER OF  
DANIEL J. PARISH,  
STATE BAR CARD NO. 15462980**

§  
§  
§

**CAUSE NO. 72800**

**AGREED JUDGMENT OF PUBLIC REPRIMAND**

On this day the above-styled and numbered reciprocal disciplinary action was called for hearing before the Board of Disciplinary Appeals. The Commission for Lawyer Discipline (the “Commission”) appeared by attorney and Respondent appeared in person as indicated by their respective signatures below and announced that they agree to the findings of fact, conclusions of law, and orders set forth below solely for the purposes of this proceeding which has not been fully adjudicated. Respondent waives any and all defenses that could be asserted under Rule 9.04 of the Texas Rules of Disciplinary Procedure. The Board of Disciplinary Appeals, having reviewed the file and in consideration of the agreement of the parties, is of the opinion that the Commission is entitled to entry of the following findings, conclusions, and orders:

**Findings of Fact.** The Board of Disciplinary Appeals finds that:

- (1) Respondent, Daniel J. Parish, State Bar Card number 15462980, is an attorney licensed and authorized by the Supreme Court of Texas to practice law in the State of Texas.
- (2) On or about October 10, 2025, a Report of the Tri-County Hearing Panel #9 was filed with the State of Michigan, Attorney Discipline Board in a matter styled, *GRIEVANCE ADMINISTRATOR, Attorney Grievance Commission, Petitioner, v DANIEL J. PARISH, P 85014, Respondent, Case No. 25-45-GA*, which states in pertinent part as follows:

**I. PANEL PROCEEDINGS**

On May 9, 2025, the Grievance Administrator filed a formal complaint against respondent, alleging that he committed professional misconduct during his representation of his client, Jacob Graber.

Specifically, the formal complaint alleges that respondent charged a clearly excessive fee in a personal injury action filed on Mr. Graber's behalf, made false statements of material fact to Mr. Graber, and wrongly threatened litigation against Mr. Graber regarding his attorney fees based on misleading information.

The formal complaint alleges that, in June 2019, Jacob Graber's family was involved in an accident when their buggy was hit by a drunk driver in Hillsdale County, Michigan, killing three of their children and seriously injuring Mrs. Graber and their other child. The insurance company for the driver tendered to Mr. Graber and his family the policy limits of the automobile policy, which was \$300,000. Based on religious beliefs, Mr. and Mrs. Graber declined any money paid by the insurance company for the deaths or personal injuries caused by the driver. Before April 2021, Respondent was an attorney licensed in the states of Oklahoma, Texas and Colorado, but he was not yet licensed in Michigan. Respondent met Mr. Graber in 2020 while seeking a contractor to do work on his porch. After meeting Mr. Graber and learning of the accident, Respondent began the process of becoming licensed to practice law in Michigan so he could represent Mr. Graber in a potential personal injury action. In April 2021, Respondent was admitted to practice law in Michigan.

The formal complaint further alleges that, in September 2021, Respondent prepared a client-attorney agreement for representation of Mr. Graber, which provided that Respondent would be paid on a contingent fee basis, and Respondent would receive forty-five percent (45%) of the gross amount of any recovery. The contingent fee agreement prepared by Respondent provided that all costs and expenses would be paid from Mr. Graber's fifty-five percent (55%) portion of the amount recovered. MCR 8.121 provides that in any action for personal injury or wrongful death, the maximum allowable contingent fee that an attorney may charge is one-third of the amount recovered, and the amount must be computed on the net sum recovered after deducting all disbursements chargeable to the prosecution of the action.

The formal complaint further alleges that, after the agreement was signed, Respondent discussed with Mr. Graber how he wanted to proceed, and Mr. Graber told Respondent that he did not want his wife or himself to be deposed. Respondent informed Mr. Graber the best option to avoid litigation was to accept the insurance company settlement offer. On March 30, 2022, Respondent prepared and filed a complaint in Branch County Circuit Court on behalf of Mr. Graber and the Estates of the three children. In June 2022, Respondent told the attorney representing the insurance company that Mr. Graber was ready to settle. To accept the settlement money, Respondent filed a motion for leave of the court to settle wrongful death claim, and he opened probate estates for each of the children who had

died. Respondent prepared probate documentation, and on June 22, 2022, Respondent took Mr. Graber to the bank to have probate documents notarized. Later in the evening of June 22, Mr. Graber called Respondent and told him he had made a “big mistake” regarding filing the lawsuit. Respondent said he explained that signing the probate documents was just part of the process. Mr. Graber said that he understood, and they ended the call with Respondent saying he would bring the release for Mr. Graber to sign the next day, and he did so. When presented with the documents, Mr. Graber said he needed his family to review the document, and they arranged a time for Respondent to meet with his family. Later that evening, Mr. Graber called Respondent and cancelled the meeting.

On July 25, 2022, Respondent wrote a letter to Mr. Graber to demand that he sign the release. The letter stated:

[Mr. Graber was] “completely entitled to decline/refuse to accept any of the settlement proceeds that you would receive as your portion of the settlement.” The letter continued that “What is not up to you, is for you to now decide that you are going to refuse to sign the Release of Bodily Injury Claims form and thereby deny me the ability to receive my portion of the settlement funds that are the legal fees that I have earned and the reimbursement of the expenses I have incurred during the course of my representation of you in this matter. Your refusal to sign the Release of Bodily Injury Claims is illegal and constitutes a breach of the terms and conditions of the Client-Attorney Agreement that you signed. Under the terms of the Client-Attorney Agreement you are required to cooperate with me to bring the representation to a conclusion. You, now, are legally obligated to cooperate with me by signing the Release of Bodily Claims so that I can be paid. Once again, you do not have to accept any of the funds, but I am entitled to receive payment of the legal fees earned and expenses incurred as prescribed in the Client-Attorney Agreement. Indeed, more than that your refusal constitutes a tortious [sic] interference with my Agreement with you. [Formal Complaint, p 5.]

The formal complaint alleges that Respondent’s statements, including the statements that Mr. Graber was “legally obligated” to cooperate and that it was “illegal” to refuse to sign the release were false statements of material fact, intended to threaten Mr. Graber into signing an agreement that he did not want to sign. In the letter, Respondent also threatened to sue Mr. Graber within ten days if he did not sign the release. Respondent claimed that he would request that the court compel Mr. Graber

to sign the release or obtain a judgment for his fees and expenses, plus the cost of filing the new lawsuit. Respondent alleged he had “earned” \$135,000 of fees under the agreement, which is based on 45% of the \$300,000 settlement amount. However, the formal complaint alleges that Respondent was not entitled to \$135,000 in fees for a settlement that was not collected, and that the 45% contingency fee was illegal and unreasonable.

The letter from Respondent to Mr. Graber further stated:

If you force me to sue you because you refuse to sign the Release and Statement of Authorization so that I can be paid, the legal fees that I will incur will be approximately \$25,000. Again, I will seek the court to award me my legal fees incurred in a lawsuit against you. The minimum legal fees you will likely incur if you employ an attorney to represent you will be between \$20,000-\$35,000 based upon my experience. If you choose not to employ an attorney, I will obtain a default judgment against you. So, the judgment and expenses you are facing if I am forced to sue you will at a minimum be between \$185,000 and \$200,000. [Formal Complaint, p 6.]

The formal complaint alleges that the above threats made by Respondent contained false and misleading statements, including that Respondent would obtain a default judgment if Mr. Graber did not employ an attorney, because Mr. Graber could have defended himself in a lawsuit, as well as representations regarding the amount that would be incurred. In the letter, Respondent also acknowledged Mr. Graber’s “distinct desire not to have any involvement in legal matters and the legal process.” Respondent then threatened that Mr. Graber would be forced to be “very involved” in the legal process if Respondent sued him, including being forced to attend depositions and court appearances. Respondent enclosed a release that he pre-signed as the “witness” to Mr. Graber’s signatures, which included Respondent’s attestation that he witnessed Mr. Graber sign the document seven times. Because Mr. Graber had not signed the document, Respondent’s signatures as a “witness” were false. Mr. Graber notified Branch County Prosecuting Attorney Zachary Stempien about the letter from Respondent. Respondent was contacted by law enforcement about the letter, and thereafter, Respondent did not sue Mr. Graber.

This matter was assigned to Tri-County Hearing Panel #9 and a virtual prehearing conference was scheduled for July 16, 2025. Respondent did not file an answer to the formal complaint within 21 days, as required, and on June 6, 2025, the Grievance Administrator filed a default against respondent. On June 11, 2025, the parties filed a stipulation to set aside the default and to extend time for respondent to file an answer to the formal

complaint. On June 30, 2025, respondent filed his answer to the formal complaint, and discovery demand. On July 2, 2025, the parties filed a stipulation to adjourn the prehearing conference scheduled for July 16, 2025, which was granted by hearing panel order on July 9, 2025.

On September 9, 2025, the parties filed a stipulation for consent order of discipline. The stipulation contains respondent's admissions to the factual allegations in paragraphs 1-7, 9-10, 12-15, 19-32, 34-38, 40, and 41 of the formal complaint, and no contest pleas to paragraphs 16-18, 33, 39, and 44-46 of the formal complaint. The stipulation also contains the parties agreement that the allegations contained in paragraph 8, 11, 42, and 43 will be dismissed. The stipulation further contains respondent's admission to the allegations of professional misconduct contained in paragraph 47(c)-(h) and (j)-(l) of the formal complaint. The parties further agreed in the stipulation that the allegations of professional misconduct contained in paragraph 47(a), (b), and (i) shall be dismissed. The stipulation for consent discipline also contained the parties agreement that respondent would be reprimanded. The parties further agreed in the stipulation that, as conditions to the stipulation for consent discipline, respondent shall become a member of the Institute for Continuing Legal Education (ICLE) for one-year and use the resources to become familiar with Michigan law, and that respondent shall issue a letter of apology to Mr. Graber.

## **II. FINDINGS AND CONCLUSIONS REGARDING MISCONDUCT**

Based upon respondent's admissions and the parties' stipulation, the panel finds that respondent: entered into a fee agreement for an illegal or clearly excessive fee, in violation of MRPC 1.5(a); entered into a contingent fee agreement that exceeded the maximum allowable fee of one-third of the net amount recovered for personal injury or wrongful death claims, in violation of MCR 8.121(A) & (B), and MRPC 1.5(c); entered into a contingent fee agreement that provided for calculation of computation of the contingent fee on the basis of the gross sum recovered, rather than the net some recovered after deducting all disbursements properly chargeable to the enforcement of the claim, in violation of MRPC 8.121(c); represented a client when the representation of that client was materially limited by the lawyer's own interests, in violation of MRPC 1.7(b); failed to treat with courtesy and respect all persons involved in the legal process, in violation of MRPC 6.5(a); violated or attempted to violate the Rules of Professional Conduct, in violation in MRPC 8.4(a); engaged in conduct prejudicial to the administration of justice, in violation of MCR 9.104(1) and MRPC 8.4(c); engaged in conduct that exposes the legal profession or the courts to obloquy, contempt, censure, or reproach, in violation of MCR 9.104(2); and engaged in conduct contrary to justice, ethics, honesty, or good morals, in violation of MCR 9.104(3).

Based on the parties' stipulation, the Grievance Administrator has agreed to dismiss charges that respondent: failed to seek the lawful objectives of a client through reasonably available means permitted by law, in violation of MRPC 1.2(a); failed to abide by a client's decision whether to accept an offer of settlement, in violation of MRPC 1.2(a); and engaged in conduct involving dishonesty, fraud, deceit, misrepresentation, or violation of the criminal law, where such conduct reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer, in violation of MRPC 8.4(b).

### **III. REPORT ON DISCIPLINE**

The parties' stipulation states that for purposes of the consent, and as required by MCR 9.115(F)(5)(b)(ii) and *Grievance Administrator v Lopatin*, 462 Mich 235 (2000), the parties applied the theoretical framework as set forth in the American Bar Association Standards for Imposing Lawyer Sanctions (ABA Standards), and stipulate that:

- (a) respondent violated duties owed to his client;
- (b) respondent's mental state was negligent and/or knowing in regard to the duties owed; and,
- (c) respondent's conduct caused injury or potential injury to his client and the legal profession.

The stipulation also contains the parties' assertion that the most applicable ABA Standard to apply to respondent's conduct is 7.2 [Violation of a Duty Owed as a Professional], which states:

4.43 Suspension is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system.

The parties further stipulate that the following aggravating factors apply under ABA Standard 9.22: (i) substantial experience in the practice of law. The parties further stipulate that the following mitigating factors apply under ABA Standard 9.32: (a) absence of a prior disciplinary record; (e) full and free disclosure to the disciplinary authority and cooperative attitude towards proceedings; (g) character or reputation, as evidenced by five character letters submitted by the respondent to the Attorney Grievance Commission; (j) delay in the disciplinary proceedings, as the conduct occurred in 2022; 9.32(k) imposition of other penalties or sanctions, as respondent was unable to collect any fees that he earned during his

representation; and, (l) remorse, as evidenced by respondent's agreement to send Mr. Graber a letter of apology.

The parties further stipulate that, while ABA Standard 7.2 sets forth that a suspension is the most appropriate sanction for the conduct in this case, a reprimand is appropriate in this matter due to the number of mitigating factors established, and the degree to which the mitigating factors outweigh the aggravating factors.

In accordance with the stipulation of the parties, the hearing panel will order that respondent is reprimanded. The panel will also order that respondent be subject to the following conditions:

1. Respondent shall become a member of the Institute for Continuing Legal Education (ICLE) for one year; and to use those resources to become more familiar with Michigan law; and,
  2. Respondent shall send a letter of apology to Mr. Graber within 30 days, and provide a copy of the letter to a representative of the Attorney Grievance Commission.
- (3) On or about October 10, 2025, an Order of Reprimand (By Consent) was entered by the State of Michigan Attorney Discipline Board approving the parties' stipulation for consent order of discipline, filed on September 9, 2025, and ordering respondent REPRIMANDED, effective November 1, 2025, as set forth in the Report of the Tri-County Hearing Panel #9.
- (4) On October 22, 2025, an Amended Order of Reprimand with conditions was issued to correct the title of the order.
- (5) One or more of Respondent's violations of the Michigan Rules of Professional Conduct ("MRPC") correspond to similar obligations in the Texas Disciplinary Rules of Professional Conduct ("TDRPC").
- a. TDRCP 1.04(a) (Fees – A lawyer shall not enter into an arrangement for, charge, or collect an illegal fee or unconscionable fee.) See TEX. DISCIPLINARY R. PROF'L CONDUCT 1.04(a).
  - b. TDRCP 1.06(b)(2) (Conflict of Interest – A lawyer shall not represent a person if the representation of that person reasonably appears to be or become adversely limited by the lawyer's or law firm's responsibilities to another client or to a third person or by the lawyer's or law firm's own interest.) See TEX. DISCIPLINARY R. PROF'L CONDUCT 1.06.
  - c. TDRCP 8.04(a)(4) (Misconduct – A lawyer shall not engage in

conduct constituting obstruction of justice.) See TEX. DISCIPLINARY R. PROF'L CONDUCT 8.04(a)(4).

- (6) Respondent, Daniel J. Parish, is the same person as the Daniel J. Parish who is the subject of the Order of Reprimand (by Consent) entered by the State of Michigan Attorney Disciplinary Board.
- (7) The public reprimand entered by the State of Michigan Attorney Discipline Board is final.

**Conclusions of Law.** Based upon the foregoing findings of facts the Board of Disciplinary Appeals makes the following conclusions of law:

- (1) This Board has jurisdiction to hear and determine this matter. TEX. RULES DISCIPLINARY P. R. 7.08(H).
- (2) Reciprocal discipline identical, to the extent practicable, to that imposed by the State of Michigan Attorney Disciplinary Board is warranted in this case.

It is, accordingly, **ORDERED, ADJUDGED, AND DECREED** that Respondent, Daniel J. Parish, State Bar Card No. 15462980, is hereby **PUBLICLY REPRIMANDED** as an attorney at law in the State of Texas.


Signed this 1st day of April \_\_\_\_\_ 2026.



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CHAIR PRESIDING

APPROVED AS TO FORM AND CONTENT:



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Daniel J. Parish  
State Bar No. 15462980  
Respondent

Ramiro Canales  
Ramiro Canales  
Assistant Disciplinary Counsel  
State Bar No. 24012377  
Attorney for the Commission