

FILED

Jun 10, 2025

Disciplinary
Board

Docket # 020

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

MELISSA ANN HUELSMAN,
Lawyer (Bar No. 30935).

Proceeding No. 24#00022

ODC File Nos. 22-01246, 23-00446, 24-00786

STIPULATION TO SUSPENSION

Following settlement conference conducted
under ELC 10.12(h)

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), and following a settlement conference conducted under ELC 10.12(h), the following Stipulation to suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Briana Gieri, Respondent's Counsel Elena Luisa Garella and Respondent lawyer Melissa Ann Huelsman.

Respondent understands that Respondent is entitled under the ELC to a hearing, to present exhibits and witnesses on Respondent's behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that Respondent is entitled under the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the Supreme Court. Respondent further understands that a hearing and appeal could result in an outcome more favorable or less favorable to Respondent. Respondent chooses to resolve this

proceeding now by entering into the following stipulation to facts, misconduct and sanction to avoid the risk, time, and expense attendant to further proceedings.

I. ADMISSION TO PRACTICE

1. Respondent was admitted to practice law in the State of Washington on February 9, 2001.

II. STIPULATED FACTS

2. On or about March 18, 2018, ODC opened a grievance, after receiving an overdraft notice for one of Respondent's trust accounts.

3. ODC audited Respondent's trust accounts for the time period from January 1, 2018, through March 31, 2018.

4. During all times relevant herein, Respondent maintained two trust accounts with U.S. Bank ending in x8025 and x5482.

5. On October 7, 2019, ODC issued an audit report pointing out several deficiencies, including a \$19,800.18 shortage and a total of \$145,178.45 in undisbursed funds for 51 clients.

6. On September 17, 2021, Respondent entered a Stipulation to Reprimand which became final on September 20, 2021.

7. In the Stipulation, Respondent admitted to the following misconduct: failing to maintain trust account check registers, in violation of RPC 1.15B(a)(1), failing to maintain complete client ledgers, in violation of RPC 1.15B(a)(2), failing to reconcile trust account records as often as Respondent received bank statements, in violation of RPC 1.15A(h)(6), and failing to hold clients' funds in trust and disbursing more funds than what the clients had on deposit, in violation of RPC 1.15A(c)(1) and RPC 1.15A(h)(8).

8. The Stipulation required that Respondent fix the problems in Respondent's trust

1 accounts that were identified in the audit report and correct errors with Respondent's
2 recordkeeping procedures to bring them in compliance with Respondent's professional
3 obligations under the RPCs.

4 9. The Stipulation required that Respondent undergo a two-year period of probation
5 during which Respondent was required to submit complete trust account records so that ODC
6 could ensure that Respondent was appropriately handling client funds.

7 **Failure to Comply with Stipulation Requirements**

8 10. Paragraph 29(c) of the Stipulation required that, within 30 days of the final approval
9 of the Stipulation, Respondent disburse the funds owed to eight specific clients or third parties
10 identified in the Stipulation and provide proof that the funds had been delivered.

11 11. Respondent did not comply with Paragraph 29(c) of the Stipulation in that Respondent
12 did not provide proof that the funds had been delivered to one or more of the clients or third
13 parties identified in the Stipulation, are no longer owed, or had been remitted to the Department
14 of Revenue consistent with RCW 26.39.

15 12. Paragraph 30(a) of the Stipulation required that, within 60 days of the final approval
16 of the Stipulation, Respondent provide proof of having deposited Respondent's own funds into
17 the trust accounts to cure the \$19,800.18 shortage identified in ODC's audit report.

18 13. Respondent did not comply with Paragraph 30(a) of the Stipulation in that Respondent
19 did not provide ODC with proof that Respondent cured the deficient funds by depositing
20 Respondent's own funds in the trust accounts.

21 14. Paragraph 30(b) of the Stipulation required that, within 60 days of the final approval
22 of the Stipulation, Respondent provide ODC with documentary evidence showing that the 51
23 clients or third parties identified in ODC's October 7, 2019 Audit Report were either not entitled
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1 to a return of any funds, or that Respondent had provided each client or third party with a complete
2 accounting of their funds and returned the unearned balance.

3 15. Respondent failed to comply with Paragraph 30(b) of the Stipulation in that
4 Respondent failed to provide any information regarding 43 of the 51 identified clients or third
5 parties.

6 16. Paragraph 30(c) of the Stipulation required that, within 60 days of the final approval
7 of the Stipulation, Respondent provide trust account records for any trust accounts open for any
8 time between March 31, 2018, and September 1, 2021.

9 17. The trust account records required by paragraph 30(c) of the Stipulation included the
10 following documents: any and all bank statements; copies of all deposited items; copies of any
11 and all records of disbursements; a complete and accurate check register identifying every
12 transaction; complete and accurate client ledgers identifying every transaction attributable to a
13 client; monthly reconciliations between the check register and the bank statement; and monthly
14 reconciliations between the check register and the client ledgers.

15 18. Respondent did not comply with paragraph 30(c) of the Stipulation in that Respondent
16 did not provide the following records for the period between March 31, 2018 through September
17 1, 2021: Monthly reconciliations for March 2018 through December 2020 for IOLTA x8025,
18 Copies of checks from IOLTA x5482 from March 31, 2018 through September 1, 2021, and one
19 or more monthly reconciliations due for March 2018 through September 2021 for IOLTA x5482.

20 **Failure to Comply with Terms of Probation**

21 19. The Stipulation provided under paragraph 31 that once the Stipulation received final
22 approval, Respondent complete a probation period of two years.

23 20. During the period of probation, under paragraphs 31(f) and 31(g), Respondent was
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1 required to submit to ODC on a quarterly basis complete trust account records and monthly
2 reconciliations.

3 21. The complete trust account records required by paragraph 31(g) of the Stipulation.
4 included the following documents: any and all bank statements; copies of all deposited items;
5 copies of any and all records of disbursements; a complete and accurate check register identifying
6 every transaction; complete and accurate client ledgers identifying every transaction attributable
7 to a client; monthly reconciliations between the check register and the bank statement; and
8 monthly reconciliations between the check register and the client ledgers.

9 22. On October 20, 2021, ODC sent a letter to Respondent including a quarterly schedule
10 with due dates for submitting the required records in seven installments.

11 23. The first quarterly installment was due on February 28, 2022, and required Respondent
12 to produce records for November 1, 2021 - January 31, 2022 (months 1 to 3). Respondent
13 produced only partial records for the first quarterly installment.

14 24. On March 4, 2022, ODC sent a letter to Respondent outlining all outstanding
15 documents that Respondent had failed to provide in accordance with the Stipulation. The March
16 4, 2022, letter also put Respondent on notice that continued failure to provide the documents
17 required in accordance with the Stipulation and failing to provide sufficient explanation if no such
18 documents existed would subject Respondent to discipline.

19 25. The second quarterly installment was due on May 30, 2022, and required Respondent
20 to produce records for February 1, 2022 - April 30, 2022 (for months 4 to 6). Respondent did not
21 produce any records for the second quarterly installment.

22 26. The third quarterly installment was due on August 30, 2022, and required Respondent
23 to produce records for May 1, 2022 - July 31, 2022 (months 7 to 9). Respondent did not produce
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1 any records for the third quarterly installment.

2 27. The fourth quarterly installment was due on November 30, 2022, and required
3 Respondent to produce records for August 1, 2022 - October 31, 2022 (months 10 to 12).
4 Respondent did not produce any records for the fourth quarterly installment.

5 28. The fifth quarterly installment was due on February 28, 2023, and required
6 Respondent to produce records for November 1, 2022 - January 31, 2023 (months 13 to 15).
7 Respondent did not produce any records for the fifth quarterly installment.

8 29. The sixth quarterly installment was due on May 30, 2023, and required Respondent to
9 produce records for February 1, 2023 - April 30, 2023 (months 16 to 18). Respondent did not
10 produce any records for the sixth quarterly installment.

11 30. The seventh quarterly installment was due on August 30, 2023, and required
12 Respondent to produce records for May 1, 2023 - July 31, 2023 (months 19 to 21). Respondent
13 did not produce any records for the seventh quarterly installment.

14 31. Respondent has not provided any documents required under the Stipulation and in
15 compliance with the terms of Respondent's probation since August 4, 2022.

16 32. Respondent's two-year probation term ended in October 2023 without Respondent
17 fulfilling the terms of probation as required in the Stipulation.

18 33. Respondent asserts that Respondent could not provide some of the required
19 documentation because it contemplated affirming that the accounts were completely balanced.
20 Respondent asserts that it was not possible to affirm that the accounts were balanced due to past
21 errors in Respondent's record-keeping,

22 34. Respondent also asserts that Respondent did not personally profit at any client's
23 expense based on the mismanagement of the two trust accounts.

1 Facts Pertaining to Client KS (ODC File No. 23-00446)

2 35. On or about September 30, 2019, Respondent and KS signed a contingency fee
3 agreement under which Respondent agreed to represent KS in a foreclosure action filed by Wells
4 Fargo and pursue viable Washington Consumer Protection Act and other claims against Wells
5 Fargo.

6 36. On January 14, 2022, the court entered an order granting summary judgment against
7 KS, and on March 8, 2022, entered an order of sale for KS's home.

8 37. On March 28, 2022, Respondent filed a notice of appeal on KS's behalf. On April 26,
9 2022, the Court of Appeals established deadlines for the appeal, requiring a designation of clerk's
10 papers and statement of arrangements by May 26, 2022.

11 38. Respondent agreed to represent KS on the appeal for a \$2,800 advanced fee to be
12 billed at \$250 per hour. KS paid the \$2,800, which Respondent placed in trust.

13 39. On or about May 3, 2022, Respondent appeared in the appellate case.

14 40. Respondent did not file a designation of clerk's papers or statement of arrangements
15 by May 26, 2022.

16 41. On or about June 14, 2022, the appellate court issued a conditional ruling of dismissal
17 due to Respondent's alleged failure to pay the filing fee and permitted Respondent 10 more days
18 to pay.

19 42. On or about June 16, 2022, the appellate court issued a letter of sanctions to
20 Respondent for failure to timely file the designation of clerk's papers and statement of
21 arrangements.

22 43. The appellate court allowed Respondent an additional 10 days to file those documents
23 or move for extension. On or about June 26, 2022, Respondent filed the designation of clerk's
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1 papers.

2 44. Respondent did not file the statement of arrangements until July 6, 2022.

3 45. KS's opening brief was due on October 21, 2022. Respondent did not file the opening
4 brief.

5 46. On October 25, 2022, the appellate court issued another letter of sanctions and warned
6 of dismissal because Respondent did not file a brief on or before October 21, 2022.

7 47. Respondent moved for an extension or file KS's opening brief and on November 22,
8 2022, the appellate court issued a letter giving Respondent another 10 days to file KS's opening
9 brief.

10 48. Respondent did not file KS's opening brief and on December 13, 2022, the clerk
11 dismissed KS's appeal.

12 49. On January 19, 2023, the appellate court issued a mandate terminating review.

13 50. On January 31, 2023, the superior court issued another order allowing the sale of KS's
14 property.

15 51. On March 9, 2023, Respondent moved to reopen the appeal.

16 52. On March 23, 2023, before the appellate court had ruled on the motion, Respondent
17 filed KS's opening brief.

18 53. On April 26, 2023, the appellate court denied Respondent's motion to reopen the
19 appeal.

20 54. On or about April 30, 2023, KS asked Respondent to withdraw from representation.

21 55. On or about May 10, 2023, ODC opened a grievance to investigate Respondent's
22 conduct in KS's case.

23 56. On September 25, 2023, Respondent refunded \$2,144.99 to KS.

1 Endre' Glenn Grievance (ODC File No. 24-00786)

2 57. In 2022, Endre' Glenn was facing a non-judicial foreclosure on real property.

3 58. On August 25, 2022, Glenn signed a fee agreement with Respondent which provided
4 Respondent would be paid a \$6,000 flat fee in connection with Glenn's pending foreclosure.

5 59. The fee agreement did not state that the fee would be Respondent's property
6 immediately upon receipt and would not be placed in a trust account, and did not state that the
7 agreement did not alter the client's right to terminate the client-lawyer relationship nor that the
8 client may be entitled to a refund of a portion of the fee if the agreed upon legal services were not
9 completed. For that reason, the fee agreement was not a proper flat fee agreement.

10 60. On or about August 25, 2022, ARAG, a legal insurance company, paid Respondent
11 the \$6,000 fee on Glenn's behalf. Respondent did not place the funds in a trust account because
12 Respondent wrongly believed that Respondent's fee agreement with Glenn was a flat fee
13 arrangement.

14 61. On or about August 25, 2022, Glenn signed a contingency fee agreement with
15 Respondent for representation on claims against the foreclosing trustee company and the current
16 first position lien holder and provided Respondent with \$2,000 for advanced costs.

17 62. After hiring Respondent, Glenn was able to refinance the home and stave off the
18 foreclosure prior to the September 23, 2022 trustee sale.

19 63. Respondent did not use any of the costs that Glenn advanced. Respondent did not
20 promptly refund Glenn the advanced costs after the representation terminated.

21 64. On or about March 7, 2023, Glenn wrote to Respondent and requested copies of the
22 signed fee agreements. Respondent did not respond to Glenn's request for the signed fee
23 agreements.

1 65. On or about April 4, 2023, Glenn emailed Respondent twice requesting the signed fee
2 agreements and invoices reflecting Respondent's work on both cases. Respondent did not provide
3 the fee agreements or invoices that Glen requested.

4 66. On or about September 12, 2023, Respondent mailed Glenn a check for \$2,000 for
5 reimbursement of Glenn's costs advanced.

6 67. To date, Respondent has not provided Glenn copies of the signed fee agreements or
7 with an invoice or an accounting for the fees that ARAG paid.

8 Respondent's Non-cooperation with Disciplinary Investigation

9 68. On or about May 10, 2023, ODC requested Respondent respond to the grievance to
10 investigate the KS and Glenn matters.

11 69. Respondent did not promptly respond to ODC's request for a response.

12 70. On June 26, 2023, ODC sent Respondent a letter stating that Respondent must respond
13 to the grievance on or before July 6, 2023.

14 71. Respondent did not promptly respond to ODC's request for a response to the
15 grievance.

16 72. On July 20, 2023, ODC served Respondent a subpoena requiring Respondent to
17 produce the complete client files for Glenn and KS and appear for a deposition on August 8, 2023.

18 73. ODC agreed to continue Respondent's deposition to September 26, 2023, based on
19 Respondent's representation that Respondent would provide the documents requested in ODC's
20 subpoena by September 11, 2023. Respondent did not provide the documents requested in
21 ODC's subpoena by September 11, 2023.

22 74. ODC reset Respondent's deposition for October 19, 2023. Respondent did not provide
23 all the documents requested by ODC's subpoena. Based on Respondent's agreement to provide
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1 the documents requested in ODC's subpoena by Friday, October 20, 2023, ODC continued the
2 deposition to November 1, 2023. Respondent did not provide all the documents requested by
3 ODC's subpoena on or before October 20, 2023.

4 75. ODC continued Respondent's deposition to December 4, 2023, to allow Respondent
5 additional time to provide these documents.

6 76. ODC canceled the December 4, 2023 deposition after Respondent provided the
7 remaining documents requested by ODC's subpoena.

8 **III. STIPULATION TO MISCONDUCT**

9 77. By failing to comply with the requirements of the stipulation and the requirements of
10 probation, Respondent violated RPC 8.4(l) (by violating the duties under ELC 1.5, ELC 9.1, and
11 ELC 13.8).

12 78. By failing to act with diligence in KS's appellate case, Respondent violated RPC 1.3.

13 79. By failing to deposit the advance fees paid by ARAG on Glenn's behalf into a trust
14 account, Respondent violated RPC 1.15A(c)(2).

15 80. By failing to promptly refund Glenn's costs advanced and by failing to promptly
16 refund KS's unearned advanced fees, Respondent violated RPC 1.15A(f).

17 81. By failing to comply with Glenn's request for signed copies of the fee agreements and
18 by failing to account for the \$6,000 paid on behalf of Glenn, Respondent violated RPC 1.15A(e)
19 and RPC 1.4(a).

20 82. By failing to respond to disciplinary counsel's written requests for responses to ODC's
21 grievance and failing to timely comply with ODC's investigative subpoenas, Respondent violated
22 RPC 8.4(l) (by violating ELC 1.5, 5.3(f), 5.3(g), and 5.5(d)).
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IV. PRIOR DISCIPLINE

83. In 2021, Respondent received a reprimand for: (1) failing to maintain check registers for Respondent's trust accounts in violation of RPC 1.15B(a)(1); (2) failing to maintain complete client ledgers that for each transaction identified: a) the purpose of the transaction; b) the transaction date; c) the check number for each disbursement; d) the payor or payee; and/or e) the client ledger balance following each transaction, in violation of RPC 1.15B(a)(2); (3) failing to reconcile Respondent's trust account records as often as Respondent received bank statements in violation of 1.15A(h)(6); and (4) failing to hold clients' funds in trust and by disbursing more funds than what the clients had on deposit in violation of RPCs 1.15A(c)(1) and 1.15A(h)(8).

V. APPLICATION OF ABA STANDARDS

84. The following American Bar Association Standards for Imposing Lawyer Sanctions (1991 ed. & Feb. 1992 Supp.) apply to this case:

85. ABA Standard 4.1 applies to Respondent's violations of RPC 1.15A and 1.15B:

4.1 Failure to Preserve the Client's 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.

86. ABA Standard 4.4 applies to Respondent's violations of RPC 1.3 and 1.4.

4.4 Lack of Diligence

4.41 Disbarment is generally appropriate when:

(a) a lawyer abandons the practice and causes serious or potentially serious injury to a client; or

(b) a lawyer knowingly fails to perform services for a client and causes serious or potentially serious injury to a client;

(c) or a lawyer engages in a pattern of neglect with respect to client matters and causes serious or potentially serious injury to a client.

4.42 Suspension is generally appropriate when:

(a) a lawyer knowingly fails to perform services for a client and causes injury or potential injury to a client, or

(b) a lawyer engages in a pattern of neglect and causes injury or potential injury to a client.

4.43 Reprimand is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes injury or potential injury to a client.

4.44 Admonition is generally appropriate when a lawyer is negligent and does not act with reasonable diligence in representing a client, and causes little or no actual or potential injury to a client.

87. ABA Standard 7.0 applies to Respondent's violations of RPC 8.4(I) (related to failing to cooperate with a grievance investigation).

7.0 Violations of Duties Owed as a Professional

7.1 Disbarment is generally appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional with the intent to obtain a benefit for the lawyer or another, and causes serious or potentially serious injury to a client, the public, or the legal system.

7.2 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.

7.3 Reprimand is generally appropriate when a lawyer negligently 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.

7.4 Admonition is generally appropriate when a lawyer engages in an isolated instance of negligence that is a violation of a duty owed as a professional, and causes little or no actual or potential injury to a client, the public, or the legal system.

88. ABA Standard 8.0 applies to Respondent's violations of RPC 8.4(I) (related to Respondent's failure to abide by terms of probation).

8.0 Prior Disciplinary Order

8.1 Disbarment is generally appropriate when a lawyer:

(a) intentionally or knowingly violates the terms of a prior disciplinary order and such violation causes injury or potential injury to a client, the public, the legal system, or the profession; or

(b) has been suspended for the same or similar misconduct, and intentionally or knowingly engages in further similar acts of misconduct that cause injury or potential injury to a client, the public, the legal

system, or the profession.

8.2 Suspension is generally appropriate when a lawyer has been reprimanded for the same or similar misconduct and engages in further similar acts of misconduct that cause injury or potential injury to a client, the public, the legal system, or the profession.

8.3 Reprimand is generally appropriate when a lawyer:

(a) negligently violates the terms of a prior disciplinary order and such violation causes injury or potential injury to a client, the public, the legal system, or the profession; or

(b) has received an admonition for the same or similar misconduct and engages in further similar acts of misconduct that cause injury or potential injury to a client, the public, the legal system, or the profession.

8.4 An admonition is generally not an appropriate sanction when a lawyer violates the terms of a prior disciplinary order or when a lawyer has engaged in the same or similar misconduct in the past.

89. Respondent acted knowingly in all misconduct.

90. There was actual injury to KS because KS lost the ability to pursue the appeal of the foreclosure and sheriff's sale of KS's home.

91. There was injury to KS who did not have access to KS's funds held by Respondent.

92. There was also injury to Glenn who did not have access to Glenn's advanced funds held by Respondent for months after Respondent ceased working on Glenn's case.

93. There was actual injury to Glenn who was deprived of information that Glenn was entitled to receive.

94. Respondent's failure to cooperate in the disciplinary investigations caused actual injury by preventing ODC from fully and timely investigating the grievances.

95. Respondent's conduct also reflects poorly on the profession and diminishes public confidence in the legal system.

96. The legal profession has suffered injury because ODC was required to expend its limited resources to enforce the terms of Huelsman's disciplinary sanction and because Huelsman's disregard of the consequences of Huelsman's disciplinary violation

undermines the system for lawyer discipline.

97. The public also has suffered injury because Huelsman's recalcitrance has made it impossible for ODC to conduct oversight over Huelsman's trust account.

98. The presumptive sanction for all counts is suspension.

99. The following aggravating factors apply under ABA Standard 9.22:

(a) prior disciplinary offenses [Respondent was reprimanded in 2021 for failing to maintain check registers and client ledgers, failing to reconcile, failing to hold funds in trust and disbursing more funds than clients had on deposit];

(d) multiple offenses; and

(i) substantial experience in the practice of law [admitted in 2001].

100. The following mitigating factors apply under ABA Standard 9.32:

(c) personal or emotional problems (during the investigation of these grievances Respondent was impacted by Respondent's mother's illnesses);

(g) character or reputation; and

(l) remorse.

101. It is also a mitigating factor that Respondent agreed to resolve the disciplinary matter at an early stage.

102. On balance the aggravating and mitigating factors do not require a departure from the presumptive sanction.

VI. STIPULATED DISCIPLINE

103. The parties stipulate that Respondent shall receive a 12-month suspension for Respondent's conduct.

VII. CONDITIONS OF REINSTATEMENT

104. Reinstatement from suspension is conditioned on payment of restitution, costs and

1 expenses, as provided below.

2 105. As a condition of reinstatement from suspension, Respondent shall show proof
3 that client Li***** received \$1,000 (check #1019 cleared the banking system or that a
4 subsequent check was issued and cleared the banking system) and that client Lu*** received
5 \$67.80 (that check #1020 cleared the banking system or that a subsequent check cleared the
6 banking system). If the clients cannot be located, show proof that funds in those amounts were
7 submitted to the Department of Revenue.

8 106. As a condition of reinstatement from suspension, Respondent shall complete the
9 following steps to determine whether any funds are owed to clients or third parties:

- 10 a) Respondent shall have a certified public accountant or qualified bookkeeper,
11 approved by ODC, reconstruct¹ and certify their trust account records for the time
12 period of October 1, 2021, through the closing of the trust accounts, in compliance
13 with the requirements of RPC 1.15A and RPC 1.15B, using all available client records
14 and financial records to assist in the identification of funds received and disbursed.
15 Respondent shall do so at Respondent's own expense. Respondent shall not be
16 eligible for a certification of completion of specific conditions of suspension under
17 ELC 13.3(b)(1)(B) unless Respondent provides the complete reconstructed trust-
18 account records to ODC at least 60 days prior to seeking certification of completion.
19 Respondent shall promptly provide additional records and information to ODC if
20 requested to facilitate ODC's assessment of the completeness and accuracy of the
21 reconstruction.²
- 22 b) The reconstruction may, or may not, reveal that one or more clients have not received
23 all funds to which they are entitled. If the reconstructed trust-account records for the
24 time period of October 1, 2021, through closing of the trust accounts indicate that any
client is owed funds, then Respondent shall provide each client, in writing, with a
complete updated accounting of Respondent's receipt and disbursement of all funds.
The accounting shall identify the source, date and amount of all funds received, and
the recipient, purpose, date and amount of all funds disbursed. Respondent shall not

¹ "Reconstruction" involves the preparation, for all funds put into and removed from the trust account, of complete and accurate client ledgers, check register, reconciliations between the check register balances and the balances of the bank statements, and reconciliations between the check register balances and the combined total of all the client ledger balances.

² Respondent acknowledges and agrees that if information in reconstructed trust account records or in other information or records provided to ODC under paragraph 103 reveals any acts of misconduct not specifically identified in this Stipulation, ODC may investigate and/or prosecute such additional misconduct to the extent otherwise authorized by the ELC.

1 be eligible for a certification of completion of specific conditions of suspension under
2 ELC 13.3(b)(1)(B) unless Respondent provides ODC with proof that Respondent has
3 done so, and with copies of the accountings, at least 60 days prior to seeking
4 certification of completion.

5 c) Prior to reinstatement, Respondent shall properly disburse all funds in trust account
6 x5482 and x8025, bringing the balance of the accounts to zero. Once the balance is
7 zero, Respondent shall close the accounts. Funds belonging to clients shall be
8 disbursed to the clients. If the client cannot be located, the funds shall be disbursed
9 to the Department of Revenue. If Respondent cannot determine entitlement to or
10 specific client ownership of funds in trust, Respondent shall disburse the funds to the
11 Department of Revenue. Respondent shall not disburse any funds to Respondent
12 unless Respondent can prove entitlement to the funds.

13 d) Respondent shall not deposit any new funds into Respondent's two existing trust
14 accounts (x5482 and x8025) after March 17, 2025. Respondent shall open a new trust
15 account for the deposit of any client funds received after March 17, 2025. Prior to
16 reinstatement, Respondent shall provide for the time frame from the opening of the
17 new trust account up through the date of submission to ODC for consideration of
18 reinstatement, Respondent must provide to ODC, for each trust account open during
19 any portion of that time frame, copies of the following:

- 20 • any and all bank statements,
- 21 • copies of any and all deposited items,
- 22 • copies of any and all records of disbursements,
- 23 • a complete and accurate check register identifying every transaction,
- 24 • complete and accurate client ledgers identifying every transaction
attributable to a client,
- monthly reconciliations between the check register and the bank
statement,
- monthly reconciliations between the check register and the client ledgers,
and
- if Respondent maintains trust-account records in QuickBooks, provide
an electronic copy of the file with the trust-account records.

107. To be eligible for reinstatement under ELC 13.3(b)(1)(B), Respondent must
provide the required documentation to disciplinary counsel at least 30 days prior to seeking
certification of compliance with reinstatement provisions.

VIII. RESTITUTION

108. If the reconstructed trust-account records indicate that any client is owed funds,
then Respondent is required to make full restitution to each client of all funds owed. Respondent

1 shall pay to the client interest on those funds, at a rate of 12%, calculated from the date on which
2 the client (or third party as directed by the client) was first entitled to receive the funds to the date
3 on which repayment is made. Reinstatement is conditioned on full payment of restitution, with
4 interest.

5 **IX. COSTS AND EXPENSES**

6 109. Respondent shall pay actual costs of \$1,920.07 in accordance with ELC 13.9(b).
7 Respondent shall pay attorney fees and administrative costs of \$1,000.00 in accordance with ELC
8 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if these costs are not paid
9 within 30 days of approval of this stipulation. Reinstatement from suspension is conditioned on
10 payment of costs.

11 **X. CONDITIONS OF PROBATION**

12 110. Respondent will be subject to probation for a period of 24-months beginning when
13 Respondent is reinstated to the practice of law.

14 111. Respondent shall comply with the specific probation terms set forth below.
15 Respondent's compliance with these conditions will be monitored by the Probation Administrator
16 of the Office of Disciplinary Counsel ("Probation Administrator"). Failure to comply with a
17 condition of probation listed herein may be grounds for further disciplinary action under ELC
18 13.8(b).

19 112. Respondent shall comply with periodic reviews under ELC 13.8 of Respondent's
20 trust account practices.

21 Practice Monitor

22 113. During the period of probation, Respondent's practice will be supervised by a
23 practice monitor. The practice monitor must be a member of the Washington State Bar
24

1 Association with no record of public discipline and who is not the subject of a pending public
2 disciplinary proceeding.

3 114. The role of the practice monitor is to consult with and provide guidance to
4 Respondent regarding case management, office management, and avoiding violations of the Rules
5 of Professional Conduct, and to provide reports and information to the Probation Administrator
6 regarding Respondent's compliance with the terms of probation and the RPC. The practice
7 monitor does not represent the Respondent.

8 115. At the beginning of the probation period, the Probation Administrator will select
9 a lawyer to serve as practice monitor for the period of Respondent's probation.

10 a. Initial Challenge: If, within 15 days of the written notice of the selection of a
11 practice monitor, Respondent sends a written request to the Probation
12 Administrator that another practice monitor be selected, the Probation
Administrator will select another practice monitor. Respondent need not
identify any basis for this initial request.

13 b. Subsequent Challenges: If, after selection of a second (or subsequent) practice
14 monitor, Respondent believes there is good cause why that individual should
15 not serve as practice monitor, Respondent may, within 15 days of notice of the
16 selected practice monitor, send a written request to the Probation
17 Administrator asking that another practice monitor be selected. That request
18 must articulate good cause to support the request. If the Probation
Administrator agrees, another practice monitor will be selected. If the
19 Probation Administrator disagrees, the Office of Disciplinary Counsel will
submit its proposed selection for practice monitor to the Chair of the
Disciplinary Board for appointment pursuant to ELC 13.8(a)(2), and will also
provide the Chair with the Respondent's written request that another practice
monitor be selected.

20 116. In the event the practice monitor is no longer able to perform the practice monitor's
21 duties, the Probation Administrator will select a new practice monitor at the Probation
22 Administrator's discretion.

23 117. During the period of probation, Respondent must cooperate with the named
24 practice monitor. Respondent must meet with the practice monitor at least once per month.

1 Respondent must communicate with the practice monitor to schedule all required meetings.

2 118. Respondent must bring to each meeting a current, complete written list of all
3 pending client legal matters being handled by Respondent. The list must identify the current status
4 of each client matter and any problematic issues regarding each client matter. The list may identify
5 clients by using the client's initials rather than the client's name.

6 119. At each meeting, the practice monitor will discuss with Respondent practice issues
7 that have arisen or are anticipated. In light of the conduct giving rise to the imposition of
8 probation, ODC recommends that the practice monitor and Respondent discuss whether
9 Respondent is diligently making progress on each client matter, whether Respondent is in
10 communication with each client, whether Respondent has promptly billed each client, whether
11 Respondent's fee agreements are consistent with the RPC and are understandable to the client,
12 and whether Respondent needs to consider withdrawing from any client matters. Meetings may
13 be in person or by telephone at the practice monitor's discretion. The practice monitor uses
14 discretion in determining the length of each meeting.

15 120. The practice monitor will provide the Probation Administrator with quarterly
16 written reports regarding Respondent's compliance with probation terms and the RPC. Each
17 report must include the date of each meeting with Respondent, a brief synopsis of the discussion
18 topics, and a brief description of any concerns the practice monitor has regarding the Respondent's
19 compliance with the RPC. The report must be signed by the practice monitor. Each report is due
20 within 30 days of the completion of the quarter.

21 121. If the practice monitor believes that Respondent is not complying with any of
22 Respondent's ethical duties under the RPC or if Respondent fails to schedule or attend a monthly
23 meeting, the practice monitor will promptly communicate that to the Probation Administrator.

1 122. Respondent must make payments totaling \$1,000 to the Washington State Bar
2 Association to defray the costs and expenses of administering the probation, as follows:

- 3 a. \$250 due within 3 months of the start of the probation period;
4 b. \$250 due within 6 months of the start of the probation period;
5 c. \$250 due within 9 months of the start of the probation period; and
6 d. \$250 due within 12 months of the start of the probation period.

7 123. All payments should be provided to the Probation Administrator for processing.

8 Ethics School

9 124. Respondent shall attend Ethics School by webinar (approximately 7.5 hours), or
10 by obtaining the recorded product, and pay registration costs of \$150 plus applicable sales tax.
11 Respondent will receive all applicable approved CLE credits for time in attendance at the Ethics
12 School.

13 125. Attendance at Ethics School is in addition to and shall not fulfill any continuing
14 legal education (CLE) requirements set out in this stipulation.

15 126. Respondent shall contact the Ethics School Administrator, currently Claire
16 Carden, at (206) 727-8220 or clairec@wsba.org, within 15 days of the commencement of the
17 probation period to confirm enrollment in Ethics School and related logistics.

18 127. Respondent shall complete the ethics school requirement within 90 days of the
19 commencement of the probation period.

20 128. Respondent shall provide evidence of completion of ethics school to the Probation
21 Administrator no later than 30 days after the conclusion of the course. Proof of attendance shall
22 include the program brochure, evidence of payment, and a written statement that includes the date
23 and time of attendance.

1 129. Respondent may contact the Ethics School administrator directly to enroll in
2 Ethics School, and administrative communications, e.g. regarding registration, payment, program
3 content and schedule, and CLE credits, may be sent directly to Respondent.

4 130. The Ethics School administrator may respond to inquiries from the Probation
5 Administrator regarding Respondent's compliance with these conditions.

6 Trust Account Probation

7 131. Respondent will be subject to probation for a period of two years commencing upon
8 Respondent's reinstatement to the practice of law, with periodic reviews under ELC 13.8 of
9 Respondent's trust account practices, and must comply with the specific probation terms set forth
10 below:

- 11 a) Respondent shall carefully review and fully comply with RPC 1.15A and RPC 1.15B,
12 and shall carefully review the current version of the publication, Managing Client
Trust Accounts: Rules, Regulations, and Common Sense.
- 13 b) For all client matters, Respondent shall have a written fee agreement signed by the
14 client, which agreements are to be maintained for least seven years (see RPC
1.15B(a)(3)).
- 15 c) On a monthly basis, using ODC's form report entitled "Monthly Reconciliation and
16 Review Report," Respondent shall review the trust-account records detailed on the
form report, review the completed report, and sign and date the completed report.
- 17 d) On a quarterly basis, Respondent shall provide ODC's audit staff with all trust-
18 account records for the time period to be reviewed by ODC's audit staff and
disciplinary counsel for compliance with the RPC:
- 19 i) Months 1 – 3. By no later than the 30th day of the fourth month after the
20 commencement of probation, Respondent shall provide the trust account
records from the date of commencement of probation to the end of the third
full month.
- 21 ii) Months 4 – 6. By no later than the 30th day of the seventh month after the
22 commencement of probation, Respondent shall provide the trust account
23 records from the end of the previously provided quarter through the end of
month six.

- 1 iii) Months 7 – 9. By no later than the 30th day of the tenth month after the
2 commencement of probation, Respondent shall provide the trust account
3 records from the end of the previously provided quarter through the end of
4 month nine.
- 5 iv) Months 10 – 12. By no later than the 30th day of the thirteenth month after
6 the commencement of probation, Respondent shall provide the trust account
7 records from the end of the previously provided quarter through the end of
8 month twelve.
- 9 v) Months 13 – 15. By no later than the 30th day of the sixteenth month after
10 the commencement of probation, Respondent shall provide the trust account
11 records from the end of the previously provided quarter through the end of
12 month fifteen.
- 13 vi) Months 16 – 18. By no later than the 30th day of the nineteenth month after
14 the commencement of probation, Respondent shall provide the trust account
15 records from the end of the previously provided quarter through the end of
16 month eighteen.
- 17 vii) Months 19 – 21. By no later than the 30th day of the twenty-second month
18 after the commencement of probation, Respondent shall provide the trust
19 account records from the end of the previously provided quarter through the
20 end of month twenty-one.

21 The trust account records Respondent provides to ODC for each quarterly review of
22 his trust account will include: (a) copies of each completed “Monthly Reconciliation
23 and Review Report” referenced in sub-paragraph(c) above, (b) a complete checkbook
24 register for Respondent’s trust account covering the period being reviewed, (c)
25 complete individual client ledger records for any client with funds in Respondent’s
26 trust account during all or part of the period being reviewed, as well as for
27 Respondent’s own funds in the account (if any), and (d) copies of all trust-account
28 bank statements, deposit slips, and cancelled checks covering the period being
29 reviewed. ODC’s Audit Manager or designee will review Respondent’s trust account
30 records for each period.

- 31 e) On the same quarterly time schedule set forth in the preceding paragraph, Respondent
32 will provide ODC’s Audit Manager or designee with copies of any and all fee
33 agreements entered into within the time period at issue.
- 34 f) ODC’s Audit Manager or designee may request additional financial or client records
35 if needed to verify Respondent’s compliance with RPC 1.15A and/or 1.15B. Within
36 twenty days of a request from ODC’s Audit Manager or designee for additional
37 records needed to verify Respondent’s compliance with RPC 1.15A and/or RPC
38 1.15B, Respondent will provide ODC’s Audit Manager or designee the additional
39 records requested.

1 g) Respondent will reimburse the Association for time spent by ODC's Audit Manager
2 or designee in reviewing and reporting on Respondent's records to determine
3 Respondent's compliance with RPC 1.15A and RPC 1.15B, at the rate of \$85 per
hour. Respondent will make payment within thirty days of each written invoice
setting forth the auditor's time and payment due.

4 **XI. VOLUNTARY AGREEMENT**

5 132. Respondent states that prior to entering into this Stipulation Respondent has
6 consulted independent legal counsel regarding this Stipulation, that Respondent is entering into
7 this Stipulation voluntarily, and that no promises or threats have been made by ODC, the
8 Association, nor by any representative thereof, to induce the Respondent to enter into this
9 Stipulation except as provided herein.

10 133. Once fully executed, this stipulation is a contract governed by the legal principles
11 applicable to contracts, and may not be unilaterally revoked or modified by either party.

12 **XII. LIMITATIONS**

13 134. This Stipulation is a compromise agreement intended to resolve this matter in
14 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
15 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
16 and ODC acknowledge that the result after further proceedings in this matter might differ from
17 the result agreed to herein.

18 135. This Stipulation is not binding upon ODC or the respondent as a statement of all
19 existing facts relating to the professional conduct of the Respondent, and any additional existing
20 facts may be proven in any subsequent disciplinary proceedings.

21 136. This Stipulation results from the consideration of various factors by both parties,
22 including the benefits to both by promptly resolving this matter without the time and expense of
23 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
24 such, approval of this Stipulation will not constitute precedent in determining the appropriate

1 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in
2 subsequent proceedings against Respondent to the same extent as any other approved Stipulation.

3 137. Under ELC 9.1(d)(4), the Disciplinary Board reviews a stipulation based solely on
4 the record agreed to by the parties. Under ELC 3.1(b), all documents that form the record before
5 the Board for its review become public information on approval of the Stipulation by the Board,
6 unless disclosure is restricted by order or rule of law.

7 138. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it
8 will be followed by the disciplinary action agreed to in this Stipulation. All notices required in
9 the Rules for Enforcement of Lawyer Conduct will be made. Respondent represents that, in
10 addition to Washington, Respondent also is admitted to practice law in the following jurisdictions,
11 whether current status is active, inactive, or suspended: California.

12 139. If this Stipulation is not approved by the Disciplinary Board and Supreme Court,
13 this Stipulation will have no force or effect, and neither it nor the fact of its execution will be
14 admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary
15 proceeding, or in any civil or criminal action.

1 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
2 Suspension as set forth above.

3 *Melissa Huelsman*

4 Melissa Ann Huelsman, Bar No. 30935
Respondent

Dated: March 11, 2025

5 *Elena Garella*

6 Elena Luisa Garella, Bar No. 23577
Counsel for Respondent

Dated: March 11, 2025

7 *Briana Gieri*

8 Briana Gieri, Bar No. 53970
Disciplinary Counsel

Dated: March 11, 2025

2025 03 11 Final Stipulation to Suspension

Final Audit Report

2025-03-11

Created:	2025-03-11
By:	Karen Knutsen (kknutsen27@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi-jonN8YZ1tFqPDNSvkHPqPliavr-pFT

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