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FILED

Oct 17, 2025

Disciplinary
Board

Docket # 048

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

D. MICHAEL HATCH,
Lawyer (Bar No. 40410).

Proceeding No. 24#00077

ODC File No. 22-01445

STIPULATION TO 12-MONTH
SUSPENSION FOLLOWING
SETTLEMENT CONFERENCE

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 Nate Blanchard and Respondent lawyer D. Michael Hatch.

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

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

3 **I. ADMISSION TO PRACTICE**

4 1. Respondent was admitted to practice law in the State of Washington on October 3,
5 2008. Respondent is currently on the inactive list.

6 **II. STIPULATED FACTS**

7 2. Respondent was a solo practitioner in Port Angeles whose practice is focused on elder
8 law.

9 3. During the relevant period of time, James Clell Henson (Clell)¹ lived in Port Angeles.
10 Clell has five adult children, one of whom, Holly Henson, is a Certified Public Accountant (CPA)
11 and a lawyer licensed to practice law in the State of Washington.

12 4. Holly began assisting Clell with financial matters after Clell's spouse, Margaret, died
13 in September 2019. Holly was not Clell's lawyer. Clifford Tassie represented Clell in connection
14 with the probate of Margaret's estate and with estate planning. Following Margaret's death,
15 Tassie prepared a Durable Power of Attorney (POA) and an updated Will for Clell, which Clell
16 executed.

17 5. The POA named Holly as Clell's agent and granted Holly full authority to manage
18 Clell's affairs and finances, including the power to "sell, convey or encumber any real or personal
19 property," and the power to "perform any other [lawful act]" enumerated or implied by law under
20 a general power of attorney that was, in Holly's opinion, "necessary or desirable for the
21 administration of [Clell's] affairs."

22

23 ¹ To avoid confusion, members of the Henson family who use that surname are identified by their first
names. No disrespect is intended.

1 6. In November 2020, Clell purchased a home in Port Angeles. Clell and Clell's
2 domestic partner, Dorothy Phillips, moved into the home. Sometime in 2020, Clell's children
3 began to notice that Clell was experiencing memory loss and disorganized thinking and became
4 concerned that Phillips was isolating Clell from the family and exploiting Clell financially.

5 7. On January 15, 2021, Clell and Holly executed the "Living Trust for James C.
6 Henson" (Trust). Holly prepared a draft of the Trust and Tassie reviewed it before Clell signed
7 it. Clell was both the grantor and beneficiary of the Trust. The Trust provided that Clell's home
8 would be conveyed to the Trust. After the Trust was executed, Holly executed a deed conveying
9 Clell's home to the Trust, which was recorded on May 11, 2001.

10 8. In 2021, Clell's children determined there was a need to seek a guardianship or
11 conservatorship for Clell based on Clell's health and on their suspicion that Clell was being
12 isolated by and potentially financially exploited by Phillips.

13 9. On March 11, 2022, Holly filed a petition for a limited guardianship, limited
14 conservatorship, or other protective arrangement for Clell (Guardianship matter) in Clallam
15 County Superior Court. Holly was represented by Amanda Wilson.

16 10. The court issued an order appointing Malcolm Freeman as court visitor. The court
17 directed Freeman to interview Clell, obtain medical and other information, and prepare a report
18 for the court.

19 11. In May 2022, Freeman filed a motion for instruction because Clell refused to meet
20 with Freeman and refused to meet with Clell's physician for an evaluation, which was required
21 by statute.

22 A. **Respondent's Representation of Clell**

23 12. On June 13, 2022, the court appointed Respondent to represent Clell. During

1 Respondent's first meeting with Clell, Clell acknowledged having short-term memory problems
2 and needing assistance with finances. Respondent concluded that Clell had cognitive
3 deficiencies, but that Clell was able to engage in many activities of daily living (ADL) and work
4 a part-time job.

5 13. Based on statements made by Clell and Phillips and Respondent's review of the POA,
6 Trust, and related records, Respondent believed that Holly obtained Clell's signature on the POA
7 and the Trust without Clell reading them or understanding their purpose.

8 14. On August 31, 2022, Respondent delivered a recission of the POA to Holly's lawyer,
9 Amanda Wilson. Clell signed the recission of the POA on August 18, 2022. As a result, Holly
10 was unable to assist Clell in financial matters.

11 15. In September 2022, Phillips purchased a house in Sequim. Clell moved into Phillips's
12 house. Around this time, Clell added Phillips as a co-owner or co-signer on a bank account
13 holding the greatest portion of Cell's liquid assets. Clell also had Clell's son, Kramer Henson,
14 removed from the account as a co-owner or co-signer, without Kramer's knowledge or consent.
15 Based on these events, on September 6, 2022, Holly filed a petition for an emergency
16 conservatorship.

17 16. At a hearing on September 30, 2022, the court ruled that an emergency limited
18 conservatorship would be established with Holly serving as conservator and set a hearing for
19 presentation of the order on October 6, 2022.

20 17. On October 7, 2022, the court held the hearing for presentation of the order
21 establishing an emergency conservator. Respondent did not appear as the result of a medical
22 emergency.

23 18. At the October 7, 2022 hearing, the court entered an order establishing the emergency

1 limited conservatorship with an expiration date of December 6, 2022 (Emergency Order). The
2 Emergency Order restricted Clell from entering into contracts, from suing or being sued, other
3 than through the conservator, and from appointing someone to act on Clell's behalf.

4 19. Respondent received a copy of the Emergency Order.

5 20. On October 17, 2022, Respondent filed a Motion for Reconsideration of the
6 Emergency Order. Respondent also filed a Motion to Withdraw based upon Respondent being
7 diagnosed with bladder cancer and being scheduled for abdominal surgery. On October 18, 2022,
8 the court denied the Motion for Reconsideration, and on October 21, 2022, granted Respondent's
9 Motion to Withdraw.

10 21. On October 27, 2022, the court appointed Patrick Erker to represent Clell.

11 22. Respondent received notice from the court of Erker's appointment.

12 23. After the October 7, 2022 order and Respondent's October 21, 2022 withdrawal from
13 representing Clell, Respondent filed one or more pleadings on behalf of Clell without obtaining
14 permission from Clell's conservator or the court.

15 24. On November 3, 2022, Respondent filed a Notice of Appeal to the Supreme Court
16 seeking direct review of the October 7, 2022 Emergency Order. On November 7, 2022,
17 Respondent filed a Notice of Limited Appearance of Clell.

18 25. At a hearing on December 2, 2022, the court entered an agreed order appointing a
19 limited conservator (Agreed Order), which appointed Holly as Clell's limited conservator. The
20 Agreed Order restricted Clell from entering into contracts, from suing or being sued, other than
21 through the conservator, and from appointing someone to act on Clell's behalf outside of the
22 conservatorship.

23 26. Respondent knew the court had issued the Agreed Order.

1 27. After the December 2, 2022 order, Respondent filed one or more pleadings on behalf
2 of Clell without obtaining permission from Clell's conservator or the court.

3 28. On December 28, 2022, Respondent submitted to the court a letter requesting that two
4 handwritten notes Respondent had obtained from Clell and Phillips be filed in the Guardianship
5 matter.

6 29. On January 5, 2023, Respondent filed a Notice of Limited Appearance and a Motion
7 for Reconsideration (Supplemental) of the December 2, 2022 Agreed Order. On January 9, 2023,
8 the court denied Respondent's motion for reconsideration because Respondent had "neither
9 requested nor received the court's authorization to represent [Clell,] as required by RCW
10 11.130.285(1)(a)."

11 30. On January 17, 2023, Respondent filed a Motion to Deny All Court Visitor Fees for
12 Services Not Authorized by Statute or Court Order (Motion to Deny Fees). Also on January 17,
13 2023, Respondent filed a Motion to Assess All Legal and Court Visitor Fees to Petitioner (Motion
14 to Assess Fees). On January 20, 2023, the court rejected both Respondent's Motion to Deny Fees
15 and Motion to Assess Fees based on lack of standing.

16 31. On January 30, 2023, Respondent filed a Notice of Appeal to the Supreme Court of
17 the trial court's January 9, 2023 order denying Respondent's Motion for Reconsideration of the
18 Agreed Order.

19 32. On February 13, 2023, regarding both Respondent's November 3, 2022 and January
20 30, 2023 Notices of Appeal, the clerk of the Supreme Court requested that Respondent "file with
21 this Court a document stating whether he currently represents James Clell Hanson, and if not,
22 what authority he has to file a notice of appeal on behalf of a party he doesn't represent."

23 33. On April 5, 2023, the Supreme Court issued an order dismissing both of the appeals

1 filed by Respondent "because they were not filed by an aggrieved party or an attorney validly
2 representing an aggrieved party." The Court found that when Clell "seemingly requested
3 representation," Clell was subject either to the October 7, 2022 Emergency Order or the December
4 2, 2022 Agreed Order, both of which restricted Clell from independently appointing someone to
5 act on Clell's behalf. Further, the Court found that Respondent had not submitted anything to
6 show that the trial court had appointed Respondent to represent Clell after Respondent withdrew
7 on October 21, 2022.

8 34. The Court granted Holly's request for sanctions against Respondent under RAP
9 18.9(a), which authorizes such sanctions on a lawyer who "uses these rules for the purpose of
10 delay, [or] files a frivolous appeal." The Court ordered Respondent to pay Holly's attorney fees
11 and costs incurred on the first of Respondent's two appeals, which totaled \$7,865.08.

12 III. STIPULATION TO MISCONDUCT

13 35. By purporting to act as a lawyer for Clell when Respondent knew that Clell was
14 prohibited by court order from appointing someone to act on Clell's behalf and/or that Respondent
15 had not petitioned the court to be appointed to represent Clell, Respondent violated RPC 1.2(f).

16 36. By filing pleadings and notices of appeal after issuance of a court order prohibiting
17 any representation of Clell without court authority and failing to obtain that authority, Respondent
18 violated 8.4(j).

19 IV. APPLICATION OF ABA STANDARDS

20 37. The following American Bar Association Standards for Imposing Lawyer Sanctions
21 (1991 ed. & Feb. 1992 Supp.) apply to this case:

1 **6.2 Abuse of the Legal Process**

2 6.21 Disbarment is generally appropriate when a lawyer knowingly violates a
3 court order or rule with the intent to obtain a benefit for the lawyer or
4 another, and causes serious injury or potentially serious injury to a party or
5 causes serious or potentially serious interference with a legal proceeding.

6 6.22 Suspension is generally appropriate when a lawyer knows that he or she is
7 violating a court order or rule, and causes injury or potential injury to a
8 client or a party, or causes interference or potential interference with a legal
9 proceeding.

10 6.23 Reprimand is generally appropriate when a lawyer negligently fails to
11 comply with a court order or rule, and causes injury or potential injury to
12 a client or other party, or causes interference or potential interference with
13 a legal proceeding.

14 6.24 Admonition is generally appropriate when a lawyer engages in an isolated
15 instance of negligence in complying with a court order or rule, and causes
16 little or no actual or potential injury to a party, or causes little or no actual
17 or potential interference with a legal proceeding.

18 38. For all paragraphs under Section III, Stipulation to Misconduct, Respondent acted
19 knowingly.

20 39. [REDACTED]

21 [REDACTED] *Removed prior to signing*

22 40. [REDACTED]

23 [REDACTED] *Removed prior to signing*

24 41. Respondent's conduct caused interference or potential interference with a legal
25 proceeding.

26 42. The presumptive sanction is suspension.

27 43. The following aggravating factors apply under ABA Standard 9.22:

28 (d) Multiple offenses;

29 (h) Vulnerability of victim [Respondent's client, Clell, was over 80 years old

and had significant cognitive impairments that worsened over the course of the representation]; and

(i) Substantial experience in the practice of law [Respondent was admitted in Washington in 2008]

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

(a) Absence of a prior disciplinary record.

45. The balance of aggravating and mitigating factors should not cause the sanction to vary from the presumptive sanction of suspension.

V. STIPULATED DISCIPLINE

46. The parties stipulate that Respondent shall receive a 12-month suspension.

VI. CONDITIONS OF REINSTATEMENT

47. Reinstatement from suspension is conditioned on payment of costs and expenses, as provided below.

VII. RESTITUTION

48. This stipulation does not require Respondent to pay any restitution.

VIII. COSTS AND EXPENSES

49. Respondent shall pay attorney fees and administrative costs of \$2,269.70 in accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation. Reinstatement from suspension is conditioned on payment of costs.

IX. VOLUNTARY AGREEMENT

50. Respondent states that prior to entering into this Stipulation Respondent had an opportunity to consult independent legal counsel regarding this Stipulation, that Respondent is

1 entering into this Stipulation voluntarily, and that no promises or threats have been made by ODC,
2 the Association, nor by any representative thereof, to induce the Respondent to enter into this
3 Stipulation except as provided herein.

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

6 **X. LIMITATIONS**

7 52. This Stipulation is a compromise agreement intended to resolve this matter in
8 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
9 expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer
10 and ODC acknowledge that the result after further proceedings in this matter might differ from
11 the result agreed to herein.

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

15 54. This Stipulation results from the consideration of various factors by both parties,
16 including the benefits to both by promptly resolving this matter without the time and expense of
17 hearings, Disciplinary Board appeals, and Supreme Court appeals or petitions for review. As
18 such, approval of this Stipulation will not constitute precedent in determining the appropriate
19 sanction to be imposed in other cases; but, if approved, this Stipulation will be admissible in
20 subsequent proceedings against Respondent to the same extent as any other approved Stipulation.

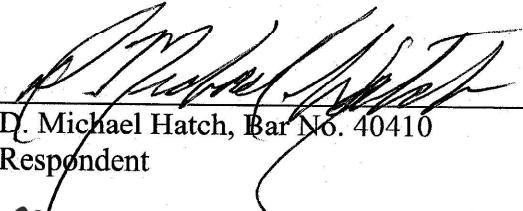
21 55. Under ELC 9.1(d)(4), the Disciplinary Board and Supreme Court reviews a stipulation
22 based solely on the record agreed to by the parties. Under ELC 3.1(b), all documents that form
23 the record before the Board and Supreme Court for their review become public information on

1 approval of the Stipulation by the Board, unless disclosure is restricted by order or rule of law.

2 56. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will
3 be followed by the disciplinary action agreed to in this Stipulation. All notices required in the
4 Rules for Enforcement of Lawyer Conduct will be made.

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

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

11 
12 D. Michael Hatch, Bar No. 40410
13 Respondent

14 Dated: October 8, 2025

15 
16 Nate Blanchard, Bar No. 58620
17 Disciplinary Counsel

18 Dated: October 8, 2025