

FILED

Feb 1, 2024

**Disciplinary
Board**

Docket # 001

**DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION**

In re

ROBERT SCOTT HUFF,
Lawyer (Bar No. 20507).

Proceeding No. 24#00008

ODC File No(s). 23-00295 and 23-01809

Resignation Form of Robert Scott Huff (ELC
9.3(b))

I, Robert Scott Huff, declare as follows:

1. I am over the age of eighteen years and am competent. I make the statements in this declaration from personal knowledge.

2. I was admitted to practice law in the State of Washington on June 3, 1991.

3. I have voluntarily decided to resign from the Washington State Bar Association (the Association) in Lieu of Discipline under Rule 9.3 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

4. Attached hereto as Exhibit A is Disciplinary Counsel's statement of alleged misconduct for purposes of ELC 9.3(b). I am aware of the alleged misconduct stated in Disciplinary Counsel's statement, but rather than defend against the allegations, I wish to permanently resign from membership in the Association.

5. I consent to entry of an order under ELC 13.9(e) assessing expenses of \$1,500 in

1 this matter.

2 6. I agree to pay restitution of \$8,000 to Robin Elms and \$2,900 to Rosita Babor.

3 7. I agree to pay any additional costs or restitution that may be ordered by a Review
4 Committee under ELC 9.3(g).

5 8. I understand that my resignation is permanent and that any future application by me
6 for reinstatement as a member of the Association is currently barred. If the Washington Supreme
7 Court changes this rule or an application is otherwise permitted in the future, it will be treated as
8 an application by one who has been disbarred for ethical misconduct. If I file an application, I
9 will not be entitled to a reconsideration or reexamination of the facts, complaints, allegations, or
10 instances of alleged misconduct on which this resignation was based.

11 9. I agree to (a) notify all other states and jurisdictions in which I am admitted of this
12 resignation in lieu of discipline; (b) seek to resign permanently from the practice of law in that
13 state and/or jurisdiction; and (c) provide Disciplinary Counsel with copies of this notification and
14 any response(s). I acknowledge that this resignation could be treated as a disbarment by all other
15 jurisdictions.

16 10. I agree to (a) notify all other professional licensing agencies in any jurisdiction from
17 which I have a professional license that is predicated on my admission to practice law of this
18 resignation in lieu of discipline; (b) seek to resign permanently from any such license; and (c)
19 provide disciplinary counsel with copies of any of these notifications and any responses.

20 11. I agree that when applying for any employment, I will disclose the resignation in
21 lieu of discipline in response to any question regarding disciplinary action or the status of my
22 license to practice law.

23 12. I understand that my resignation becomes effective on Disciplinary Counsel's

1 endorsement and filing of this document with the Clerk, and that under ELC 9.3(c) Disciplinary
2 Counsel must do so promptly following receipt of this document.

3 13. When my resignation becomes effective, I agree to be subject to all restrictions that
4 apply to a disbarred lawyer.

5 14. Upon filing of my resignation, I agree to comply with the same duties as a disbarred
6 lawyer under ELC 14.1 through ELC 14.4.

7 15. I understand that, after my resignation becomes effective, it is permanent. I will
8 never be eligible to apply and will not be considered for admission or reinstatement to the practice
9 of law nor will I be eligible for admission for any limited practice of law.

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

12 1/31/24, Lynnwood WA
Date and Place


Robert Scott Huff, Bar No. 20507

14 ENDORSED BY:

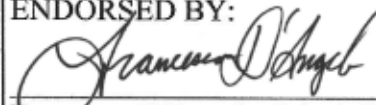
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16 Francesca D'Angelo, Disciplinary Counsel
Bar No. 22979

EXHIBIT A

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DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

ROBERT SCOTT HUFF,

Lawyer (Bar No. 20507).

Proceeding No. _____

ODC File No(s). 23-00295 and 23-01809

**STATEMENT OF ALLEGED
MISCONDUCT UNDER ELC 9.3(b)(1)**

The following constitutes a Statement of Alleged Misconduct under Rule 9.3(b)(1) of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC).

I. ADMISSION TO PRACTICE

1. Respondent Robert Scott Huff was admitted to the practice of law in the State of Washington on June 3, 1991.

II. ALLEGED FACTS

Elms Grievance, ODC File No 23-00295

2. On April 12, 2022, Robin Elms (Elms) hired Respondent for representation in a dissolution action filed by Cary Elms.

3. The fee agreement provided that Elms would pay Respondent \$7,500 from the

1 | proceeds of the sale of Elms's home.

2 | 4. The fee agreement stated the services covered by the \$7,500 included:

3 | Work such as client consultation, file review, case research and
4 | development, preliminary hearings as necessary, negotiation, mediation,
5 | and settlement. It does not include work for trial preparation and trial. It
6 | does not include costs, such as for medical or other records, transportation,
7 | filing fees, mediator costs, or expert fees.

8 | 5. The fee agreement stated that if the case was set for trial, an additional "trial fee" of
9 | approximately \$5,000 would be charged when the trial began.

10 | 6. In August 2022, Elms's home sold.

11 | 7. The parties entered into an agreement that stated that the proceeds of the home would
12 | be distributed as follows:

13 | \$15,000 paid to respondent ROBIN A. ELMS
14 | \$15,000 paid to CARY R. ELMS
15 | \$7,500 paid to respondent's attorney ROBERT HUFF; and
16 | \$6,000 paid to petitioner's attorney LEANNE M. LUCAS.
17 | Remaining funds to be deposited into the IOLTA Trust account of
18 | petitioner's attorney until final distribution upon agreement of parties or
19 | court order.

20 | 8. On August 23, 2022, the title company paid \$7,500 to Robert Huff's business account.

21 | 9. With this \$7,500 transfer, Respondent was fully paid the initial fee required by the fee
22 | agreement.

23 | 10. Pursuant to the fee agreement, Elms was not required to pay Respondent any
24 | additional fee until trial began.

11. Trial never began during Respondent's representation of Elms.

12. Elms owed Respondent no additional fees after the first \$7,500 was paid.

13. On August 23, 2022, the title company wired \$15,000 for Elms into Respondent's trust
14 | account.

1 14. Respondent did not keep a client ledger for Elms's trust funds.

2 15. Respondent did not keep a check register for the trust account.

3 16. Between August 25, 2022 and December 30, 2022, Respondent took at least \$8,000
4 from Elms's funds in trust through transfers to Respondent's business and personal accounts.

5 17. Respondent was not entitled to the funds that Respondent took.

6 18. Respondent used the funds for Respondent's own purposes, knowing that Respondent
7 was not entitled to the funds.

8 19. Respondent did not notify Elms either before or after any of the transfers.

9 20. Respondent did not provide Elms any accounting of the funds taken.

10 21. Over the next few months, Elms experienced homelessness, living in a van and a
11 shelter while trying to find permanent housing.

12 22. During this time, Elms periodically requested that Respondent provide sums of money
13 from the funds in trust for medical expenses and other necessities.

14 23. Between August 25, 2022 and January 31, 2023, Respondent made transfers to Elms
15 totaling \$7,000 via Zelle from Respondent's trust account, business, and personal accounts.

16 24. Because Respondent had failed to hold Elms's settlement funds in trust, one or more
17 of the transfers to Elms were from Respondent's business and/ or personal accounts.

18 25. Respondent did not provide Elms with a written accounting after any of the transfers
19 made between August 25, 2022 and January 31, 2023.

20 26. On October 24, 2022, in response to Elms's request for a balance of Elms's funds in
21 trust, Respondent texted, "I show a balance of \$7,500."

22 27. On October 27, 2022, Respondent texted Elms: "That number is wrong, it's actually
23 \$10,500."

1 28. The actual balance of Elms's funds in trust on October 27, 2022 was \$5,100.

2 29. Respondent's statement that the balance of Elms's funds in trust was \$10,500 was
3 false.

4 30. Respondent knew that Respondent's statement that the balance of Elms's funds in trust
5 was \$10,500 was false.

6 31. Respondent made the false statement that the balance of Elms's funds in trust was
7 \$10,500 for the purpose of hiding the fact that Respondent had converted Elms's funds in trust.

8 32. In January 2023, Elms lived in a homeless shelter and needed funds.

9 33. On January 23, 2023, Elms texted Respondent requesting that Respondent deposit
10 Elms's money into Elms's account.

11 34. On January 23, 2023, Respondent's trust account contained, at most, \$33.02 of Elms's
12 funds.

13 35. On January 23, 2023, Respondent sent Elms \$300 from Respondent's business
14 account via Zelle.

15 36. On January 28, 2023, Elms texted Respondent again, requesting all of Elms's money
16 in trust.

17 37. On January 30, 2023, Elms emailed Respondent and provided Elms's banking
18 information and asked that Respondent deposit Elms's funds within the next 48 hours and provide
19 an accounting.

20 38. On January 30, 2023, Respondent sent Elms \$100 from Respondent's business
21 account via Zelle.

22 39. On January 30, 2023, Elms and Elms's case manager spoke with Respondent over the
23 phone.

1 40. During the conversation, Respondent agreed to meet with Elms so that Respondent
2 could give Elms the rest of Elms's funds from the sale of the house remaining in trust, which
3 Respondent stated was \$8,000.

4 41. At the time that Respondent told Elms that Respondent was holding \$8,000 for Elms
5 in trust, Respondent's trust account contained, at most, only \$33.02 of Elms's funds.

6 42. Respondent's statement that Respondent was holding \$8,000 for Elms in trust was
7 false.

8 43. Respondent knew that Respondent's statement that Respondent was holding \$8,000
9 for Elms in trust was false.

10 44. Respondent made the false statement that the balance of Elms's funds in trust was
11 \$8,000 for the purpose of hiding the fact that Respondent had converted Elms's funds in trust.

12 45. On February 2, 2023, Elms send Respondent an email requesting documentation of
13 the time that Respondent spent on the case.

14 46. On February 2, 2023, Respondent responded that Respondent needed to finalize the
15 ledger for disbursements, which would take a couple of days.

16 47. On February 5, 2023, Elms emailed Respondent again and requested Respondent mail
17 Elms's funds to Elms immediately.

18 48. On February 6, 2023, Respondent emailed Elms and stated "I will mail a check
19 payable to Robin Elms, please let me know the best address."

20 49. Elms responded an hour later with the address and stated "Please send it certified. You
21 can bill me you [sic] any cost."

22 50. On February 10, 2023, Elms emailed Respondent again: "Can you please confirm if
23 you mailed the check?"

1 51. Respondent did not respond to Elms's email.

2 52. Respondent did not mail a check to Elms.

3 53. In February 2023, Elms terminated Respondent and requested that Respondent return
4 the funds in trust and return Elms's client file.

5 54. Respondent did not provide the funds or client file to Elms.

6 55. On April 10, 2023, Elms's new lawyer emailed Respondent demanding that
7 Respondent immediately account for the \$15,000 and provide the remaining funds to Elms.

8 56. Respondent responded that Respondent needed until Wednesday morning to address
9 the matter.

10 57. Respondent did not further respond to Elms's new lawyer and did not provide an
11 accounting or provide any funds.

12 58. Respondent has not provided an accounting to Elms.

13 59. Respondent has not paid Elms the \$8,000 that Respondent took.

14 *Babor Grievance, ODC File No. 23-01809*

15 60. Babor hired Respondent for representation in a Labor and Industries ("L&I") claim.
16 Babor and Respondent agreed that Respondent would receive 30% of Babor's benefit checks.

17 61. Babor started receiving L&I benefits at the end of August 2023. The initial checks
18 were mailed to Babor's home, but after October 1, 2023, the checks were mailed to Respondent.

19 62. Babor was hospitalized the month of November and stopped receiving checks or any
20 other notices from L&I.

21 63. Babor tried to reach Respondent repeatedly throughout the month of November, but
22 Respondent did not respond.

23 64. Respondent received a check from L&I on October 16, 2023 for \$1,232.00. The

1 check was issued to Babor and the Law Office of Robert Huff. Respondent endorsed this check
2 "Pay to the order of Robert S. Huff." Respondent did not notify Babor that Respondent had
3 received the check.

4 65. On October 20, 2023, Respondent deposited the check into Respondent's business
5 account. Respondent did not disburse any money to Babor from this deposit.

6 66. Respondent was not entitled to at least \$862.40 of these funds.

7 67. Respondent used the funds for Respondent's own purposes, knowing that
8 Respondent was not entitled to the funds.

9 68. On November 1, 2023, L&I issued a \$689.02 check to Babor and Law Offices of
10 Robert Huff. Respondent endorsed this check "Pay to the order of Robert S. Huff." Respondent
11 did not notify Babor that Respondent had received the check.

12 69. On November 10, 2023, Respondent deposited the funds into Respondent's business
13 account. Respondent did not disburse any money to Babor from this deposit.

14 70. Respondent was not entitled to at least \$482 of these funds.

15 71. Respondent used the funds for Respondent's own purposes, knowing that
16 Respondent was not entitled to the funds.

17 72. On November 14, 2023, L&I issued a \$1,602.61 check to Babor and the Law Offices
18 of Robert Huff. Respondent endorsed this check "Pay to the order of Robert S. Huff."

19 73. On November 17, 2023, Respondent deposited the funds into Respondent's business
20 account. Respondent did not disburse any money to Babor from this deposit.

21 74. Respondent was not entitled to at least \$1,121.00 of these funds.

22 75. Respondent used the funds for his own purposes, knowing that Respondent was not
23 entitled to the funds.

1 76. On November 27, 2023, L&I issued a \$1,334.62 check to Babor and Law Offices of
2 Robert Huff. Respondent endorsed this check "Pay to the order of Robert S. Huff." Respondent
3 did not notify Babor that Respondent had received the check.

4 77. On December 1, 2023, Respondent deposited the funds into Respondent's trust
5 account. Respondent did not disburse any money to Babor from this deposit.

6 78. Between December 1, 2023 and December 11, 2023, Respondent transferred nearly
7 all of the L&I funds to Respondent's business and personal accounts.

8 79. Respondent was not entitled to at least \$934 of these funds.

9 80. Respondent used the funds for Respondent's own purposes, knowing that
10 Respondent was not entitled to the funds.

11 81. On December 7, 2023 Respondent paid Babor \$500 via Zelle from Respondent's
12 personal account.

13 III. ALLEGED MISCONDUCT.

14 *Elms Grievance. ODC File No 23-00295*

15 82. By committing the crime of theft and/or converting client funds, Respondent violated
16 RPC 1.15A(b), RPC 8.4(b) (by committing the crime of theft under RCW 9A56.020(1)(a)), RPC
17 8.4(c), and/or RPC 8.4(i).

18 83. By failing to provide a written accounting to Elms and/or Elms's new lawyer,
19 Respondent violated RPC 1.15A(e) and/or RPC 1.4(a).

20 84. By failing to maintain a check register and/or by failing to maintain a client ledger for
21 Elms, Respondent violated RPC 1.15A(h)(2) and/or RPC 1.15B(a).

22 85. By making one or more false statements to Elms and/or third parties about the amount
23 of Elms's funds remaining in Respondent's trust account, Respondent violated RPC 8.4(c).

1 86. By failing to return Elm's client file after the representation terminated, Respondent
2 violated RPC 1.16(d).

3 *Babor Grievance, ODC File No. 23-01809*

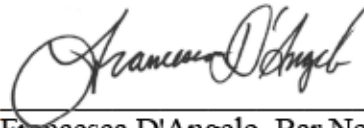
4 87. By committing the crime of theft and/or converting client funds, Respondent violated
5 RPC 1.15A(b), RPC 8.4(b) (by committing the crime of theft under RCW 9A56.020(1)(a)), RPC
6 8.4(c), and/or RPC 8.4(i).

7 88. By failing to deposit one or more of Babor's L&I checks into Respondent's trust
8 account, Respondent violated RPC 1.15A(c)(1).

9 89. By failing to notify Babor that Respondent had received Babor's L&I checks,
10 Respondent violated RPC 1.15A(d).

11 90. By failing to provide Babor with an accounting of the funds that Respondent
12 disbursed, Respondent violated RPC 1.15A(e).

13 DATED this 1st day of February, 2024.

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15 _____
16 Francesca D'Angelo, Bar No. 22979
17 Managing Disciplinary Counsel
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