

C L I E N T   P R O T E C T I O N   F U N D



## Trustees' Annual Report: Fiscal Year 2022

LAWYERS' INDEMNITY FUND EST. 1960 • CLIENT PROTECTION FUND EST. 1994

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**WASHINGTON STATE BAR ASSOCIATION**  
1325 Fourth Avenue, Suite 600, Seattle, WA 98101-2539  
206-727-8200

## **PURPOSE OF THE CLIENT PROTECTION FUND**

*“The purpose of this rule is to create a Client Protection Fund, to be maintained and administered as a trust by the Washington State Bar Association (WSBA), in order to promote public confidence in the administration of justice and the integrity of the legal profession. [...] Funds accruing and appropriated to the Fund may be used for the purpose of relieving or mitigating a pecuniary loss sustained by any person by reason of the dishonesty of, or failure to account for money or property entrusted to, any member of the WSBA as a result of or directly related to the member's practice of law, or while acting as a fiduciary in a matter directly related to the member's practice of law. Such funds may also, through the Fund, be used to relieve or mitigate like losses sustained by persons by reason of similar acts of an individual who was at one time a member of the WSBA but who was at the time of the act complained of under a court ordered suspension.”*

Admission and Practice Rules 15(a) and (b).

**WASHINGTON STATE BAR ASSOCIATION**  
**CLIENT PROTECTION FUND, FISCAL YEAR 2022**

<b>FY 2022 TRUSTEES</b>	
Hon. Brian Tollefson, Ret., President	Tacoma
Kyle Sciuchetti, Immediate Past-President	Vancouver
Daniel Clark	Yakima
Bryn Peterson	Mercer Island
Francis Adewale	Spokane
Hunter Abell	Seattle
Sunitha Anjilvel	Redmond
Lauren Boyd	Vancouver
Jordan Couch	University Place
Matthew Dresden	Seattle
Carla Higginson, Client Protection Board Liaison	Friday Harbor
Tom McBride	Olympia
Brett Purtzer	Tacoma
Serena Sayani	Seattle
Alec Stephens	Seattle
Brent Williams-Ruth	Federal Way

<b>FY 2022 CLIENT PROTECTION BOARD</b>	
Carrie Umland, Chair	University Place
Luis Beltrán	Tacoma
Andrew Benjamin	Seattle
Efrem Krisher	Bellevue
Dana Laverty	Covington
Sarah Moen	Seattle
Gloria Ochoa-Bruck	Spokane
Daniel Rogers	Shoreline
Mark Stiefel	Kirkland
Page Ulrey	Seattle
Danielle Wright	Tacoma

<b>WSBA STAFF TO THE CLIENT PROTECTION BOARD</b>	
Nicole Gustine	Assistant General Counsel; CPF Liaison/Secretary
Brenda Jackson	CPF Analyst

**WASHINGTON STATE BAR ASSOCIATION**  
**CLIENT PROTECTION FUND, FISCAL YEAR 2022**

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## I. HISTORY AND ESTABLISHMENT OF THE CLIENT PROTECTION FUND

Washington is fortunate to have a history of maintaining a stable Client Protection Fund (CPF) that is strongly supported by the Washington Supreme Court and the Washington State Bar Association (WSBA). Washington was one of the first states to establish what was then called a Lawyers' Indemnity Fund in 1960. Since that time, WSBA members have compensated victims of the few dishonest members who have misappropriated or failed to account for client funds or property.

The current CPF was established by the Washington Supreme Court in 1994 at the request of the WSBA by the adoption of [Rule 15](#) of the Admission to Practice Rules (APR), now called the Admission and Practice Rules. Prior to the adoption of that rule, the WSBA had voluntarily maintained a clients' security or indemnity fund out of the Bar's general fund. Similar funds are maintained in every jurisdiction in the United States, as well as Canada, Australia, New Zealand, and other countries.

The CPF helps accomplish important goals shared by the Court and the WSBA – client protection, public confidence in the administration of justice, and maintaining the integrity of the legal profession. Under APR 15, CPF payments are gifts, not entitlements. An annual assessment from certain members licensed in Washington finances all CPF gifts. Gifts are not financed by public funds.

On January 8, 2021, the Court approved the WSBA Board of Governor's (BOG's) recommendation to reduce the CPF assessment from \$25 to \$20, effective January 1, 2022, for the calendar years 2022 and 2023. On November 21, 2022, the Court approved the BOG's recommendation to reduce the CPF assessment for the 2024 calendar year from \$20 to \$15.

Currently, WSBA lawyers on active status, lawyers with *pro hac vice* admissions, in-house counsel lawyers, house counsel, foreign law consultants, and Limited Licensed Legal Technicians (LLLTs) pay an annual assessment to the Fund. The following chart shows the experience of the past 10 years.

## Client Protection Fund Applications 2013-2022

Fiscal Year	# Of Members <sup>1</sup>	# Of Members With Approved Applications	# Of Applications Received	# Of Applications Approved	Gifts Approved
2013	29,682	18	130	45	\$423,508
2014	31,495	14	141	44	\$337,160
2015	31,335	20	79	59	\$495,218
2016	32,969	16	56	44	\$253,228
2017	33,357	19	72	47	\$439,273
2018	33,858	18	119	46	\$926,434
2019	34,388	18	61	48	\$419,488
2020	34,905	16	57	33	\$586,266
2021	34,839	18	107	29	\$491,737
2022	33,121	13	49	33	\$587,815

<sup>1</sup> Through December 31, 2018, only lawyers on Active status, pro hac vice, in-house counsel, house counsel, and foreign law consultants paid the assessment. Effective January 1, 2019, Limited Licensed Legal Technicians (LLLTs), also paid the assessment.

## II. FUND PROCEDURES

The CPF is governed by [Admission and Practice Rule \(APR\) 15](http://www.courts.wa.gov/court_rules/?fa=court_rules.display&group=ga&set=APR&ruleid=gaa_pr15) and Procedural Rules adopted by the Board of Governors and approved by the Supreme Court. These can be found at [http://www.courts.wa.gov/court\\_rules/?fa=court\\_rules.display&group=ga&set=APR&ruleid=gaa\\_pr15](http://www.courts.wa.gov/court_rules/?fa=court_rules.display&group=ga&set=APR&ruleid=gaa_pr15)

**Administration:** The members of the Board of Governors of the WSBA serve during their terms of office as Trustees for the CPF. The Trustees appoint and oversee the Board, comprised of 11 lawyers and 2 community representatives. This Board has the authorization to consider all CPF claims, make CPF reports and recommendations to the Trustees, submit an annual report on Board activities to the Trustees, and make such other reports and publicize Board activities as the Court or the Trustees may deem advisable. Two WSBA staff members help the Board ensure the smooth functioning of its work. WSBA Client Protection Fund Analyst Brenda Jackson performs a wide variety of tasks to help members of the public and the Board in the processing and analyzing of CPF claims. WSBA Assistant General Counsel Nicole Gustine acts as WSBA staff liaison to the Board, provides legal advice to the Board, and serves as Secretary to the Board.

**Application:** Clients of WSBA members that allege a dishonest taking of, or failure to account for, funds or property by a WSBA member, in connection with that member's practice of law, can apply for a gift from the CPF. To be eligible, clients must file a disciplinary grievance against the member with the Office of Disciplinary Counsel, unless the member has resigned in lieu of discipline; is disbarred, or deceased. Because most applications involve members who are the subject of disciplinary grievances and proceedings, action on Fund applications normally awaits resolution of the disciplinary process.<sup>2</sup> This means that some applicants wait years for the discipline process to be complete before the Board reviews their application. However, to help expedite the application process, application review is in the order that an applicant filed their grievance (if applicable). Otherwise, an application is processed and reviewed in the order of receipt.

**Eligibility:** To be eligible for payment, an applicant must show by a clear preponderance of the evidence that he or she has suffered a loss of money or property through the dishonest acts of, or failure to account by, a WSBA member. Dishonesty includes, in addition to theft, embezzlement, and conversion, the refusal to return unearned fees as required by Rule 1.16 of the Rules of Professional Conduct.

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<sup>2</sup> APR 15 Regulation 6(h). In addition, Rule 3.4(i) of the Rules for Enforcement of Lawyer Conduct provides that otherwise confidential information obtained during the course of a disciplinary investigation may be released to the Client Protection Fund concerning applications pending before it. Such information is to be treated as confidential by the Board and Trustees.

**The Fund is not available to compensate for member malpractice or professional negligence. It also cannot compensate for loan, investment, or other business transactions unrelated to the member's practice of law.**

When an application is received, it is initially reviewed to determine whether it appears eligible for recovery from the Fund. If the application is ineligible on its face, the applicant is advised of the reasons for its ineligibility. If the application passes the initial intake process and appears potentially eligible for payment, Fund staff investigates the application. When the application is ripe for consideration by the Board, a report and recommendation is prepared by Fund staff.

**Board and Trustee Review:** On applications for less than \$25,000, or where the recommendation for payment is less than \$25,000, the Board's decision is final. Board recommendations on applications where the applicant seeks more than \$25,000, or where the Board recommends payment of more than \$25,000 or involving payment of more than \$25,000 be made to applicants regarding any one licensed legal professional, are reviewed by the Trustees.

The maximum gift amount is \$150,000. There is no limit on the aggregate amount that may be paid on claims regarding a single member. Any payments from the Fund are gifts and are at the sole discretion of the Fund Board and Trustees.

**Legal Fees:** Members may not charge a fee for assisting with an application to the Fund, except with the consent and approval of the Trustees.

**Assignment of Rights and Restitution:** As part of accepting a gift from the Fund, applicants are required to sign a subrogation agreement for the gift. The Fund attempts to recover its payments from the members or former members on whose behalf gifts are made, when possible; however, recovery is generally successful only when it is a condition of a criminal sentencing, or when a member petitions for reinstatement to the Bar after disbarment.<sup>3</sup> To date, the Fund (and its predecessors) has recovered approximately \$580,212.

**Difficult Claims:** One of the more difficult claim areas for the Board and Trustees involves fees paid to a member for which questionable service was performed. The Board is not in a position to evaluate the quality of services provided, or to determine whether the fee charged was reasonable, therefore, an application can generally be denied as a fee dispute. (The denial may also include other bases, such as malpractice or negligence.) However, where it appears that there is a pattern of conduct which establishes that a member knew or should have known at the time the member accepted fees from a client that the member would be unable to perform the service for which he or she was employed, or the member simply performs no service of value to the client, and does not return unearned fees, the Board has concluded that such conduct may be either dishonesty or failure to account within the context of the purposes of the Fund, and will consider such applications. Similarly, if a member withdraws from representing a client or abandons a client's case without refunding any unearned fee, the Board may conclude that the

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<sup>3</sup> Admission and Practice Rule 25.1(d) provides that no disbarred lawyer may petition for reinstatement until amounts paid by the Fund to indemnify against losses caused by the conduct of the disbarred lawyer have been repaid to the Fund, or a payment agreement has been reached.

member has engaged in dishonest conduct or has failed to account for client funds.

Another difficult claim area concerns loans or investments made to or through members. In instances where there is an existing client/LLP relationship through which the member learns of his or her client's financial information, persuades the client to loan money or to invest with the member without complying with the disclosure and other requirements of RPC 1.8,<sup>4</sup> and does not return the client's funds as agreed, the Board may consider that a dishonest act for purposes of the Fund.

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<sup>4</sup> In relevant part, RPC 1.8 provides:

- (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:
  - (1) the transaction and terms on which the member acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;
  - (2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and
  - (3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.
- (b) A member shall not use information relating to representation of a client to the disadvantage of the client unless the client gives informed consent, except as permitted or required by these Rules.

### III. FINANCES

The Fund is financed by an assessment as described above. The Fund is maintained as a trust, separate from other funds of the WSBA. In addition, interest on those funds accrues to the Fund, and any restitution paid by members is added to the Fund balance. The Fund is self-sustaining; administrative costs of the Fund, such as Board expenses and WSBA staff support, are paid from the Fund.

Year	Pending applications at start of fiscal year:	Fund beginning balance <sup>5</sup>	Fund revenues received	Board expenses and overhead <sup>6</sup>	Restitution received	Gifts recognized for payment
FY 2013	\$1,615,062	\$791,399	\$914,547	\$72,430	\$10,674	\$416,870
FY 2014	\$1,814,266	\$1,213,602	\$949,965	\$70,196	\$3,668	\$339,161
FY 2015	\$1,229,864	\$1,746,010	\$990,037	\$90,315	\$3,703	\$490,357
FY 2016	\$13,203,653	\$2,144,289	\$1,001,198	\$129,553	\$2,970	\$371,452 <sup>7</sup>
FY 2017	\$1,463,914	\$2,646,222	\$1,024,954	\$113,672	\$3,709	\$318,584
FY 2018	\$2,045,175	\$3,242,299	\$1,040,498	\$166,969	\$28,255	\$917,051 <sup>8</sup>
FY 2019	\$3,206,880	\$3,227,988	\$1,110,963	\$146,618	\$8,347	\$379,818
FY 2020	\$3,342,227	\$3,816,143	\$1,099,237	\$141,514	\$15,351	\$591,449 <sup>9</sup>
FY 2021	\$4,690,958	\$4,193,130	\$368,170	\$151,055	\$137,971	\$499,637
FY 2022	\$4,252,961	\$4,046,246	\$740,321	\$162,100	\$8,906	587,815

<sup>5</sup> It is important for the Fund to maintain a sufficient balance to meet anticipated future needs. It is impossible to predict from year to year how many meritorious claims injured applicants will make.

<sup>6</sup> Board expenses and overhead include WSBA staff time to administer the Fund, including processing of applications, helping members of the public, investigating claims, and making recommendations to the Board. Expenses and overhead have increased since 2012 for resources allocated to eliminate backlogs, update systems, and improve processes, which have resulted in claims being resolved more efficiently and expeditiously.

<sup>7</sup> The amount of gifts recognized in the FY 2016 financial statements overstates by \$115,000 due to a duplicate recording of approved gifts, correct in FY 2017. This explains the substantial difference between the amounts listed for FY 2016 and FY 2017 under this column as compared with the "Gifts Approved" column on page 2.

<sup>8</sup> The amount of gifts recognized in the FY 2018 financial statements understates by \$9,383 due to unclaimed CPF gifts that expired in FY 2018.

<sup>9</sup> The amount of gifts recognized in the FY 2020 financial statements overstates by \$5,183, due to interest owed to an applicant and a payment voided in FY 2021. This explains the difference between the amounts listed for FY 2020 under this column as compared with the "Gifts Approved" column on page 2.

## IV. BOARD AND TRUSTEE MEETINGS AND ACTIVITIES

**Board:** The Client Protection Board met four times this past fiscal year: November 15, 2021; February 14, 2022; May 9, 2022, and August 8, 2022. The Board considered 58 applications to the Fund involving 27 lawyers and approved 33 applications involving 13 lawyers.

**Fund Trustees:** The Trustees reviewed the Board's recommendations on applications for more than \$25,000, or for payment of more than \$25,000, and approved the 2022 Annual Report for submission to the Supreme Court pursuant to APR 15(g).

**Public Information:** The Client Protection Fund maintains a website at: <https://www.wsba.org/Legal-Community/Committees-Boards-and-Other-Groups/client-protection-board> that provides information about the Fund, its procedures, and a downloadable application form. The Fund information is also available in Spanish, but currently, applications and materials must be submitted in English.

## V. APPLICATIONS AND PAYMENTS

At the beginning of FY 2022, there were 147 pending applications to the Fund. During FY 2022, the Fund received 49 additional applications. The Board and Trustees acted on 58 applications concerning 27 lawyers and approved 33 applications concerning 13 lawyers. The total amount in approved payments is \$587,815. Shown below is a summary of Board and Trustee actions.

<b>Applications Pending as of October 1, 2022</b>	<b>147<sup>10</sup></b>
<b>Applications Received During FY 2022</b>	<b>49</b>
<b>Applications Acted Upon by Board and Trustees</b>	<b>58</b>
<b>Applications Carried Over to FY 2023</b>	<b>138</b>

<b>Applications Approved for Payment in FY 2022</b>	<b>33</b>
Applications approved for payment arose from the member's dishonest acts such as theft or conversion, failure to return or account for unearned legal fees, and investments or loans with members.	

<b>Applications Denied in FY 2022</b>	<b>25</b>
Application denials are for reasons such as fee disputes, no evidence of dishonesty, alleged malpractice, restitution already paid in full, no attorney client relationship, and other reasons.	

<sup>10</sup> Applications received or pending are still in investigation, not yet ripe, or temporarily stayed. All approved applications receive initial payments of up to \$5,000, with the balance reserved for possible proration against 75% of the Fund balance at fiscal year-end.

## APPROVED APPLICATIONS

ATTORNEY	Number of Applications Approved	Dollar Amount of Applications Approved	Page Number
Behrends, Clinton, WSBA #45371	1	\$7,500	
Crowley, John, WSBA #19868	2	\$20,000	
Furness, Matthew, WSBA #43649	1	\$13,500	
Gessel, Raymond, WSBA #13787	1	\$1,573	
Jakeman, David, WSBA #39332	3	\$9,000	
La Rocco, Robert, WSBA #42536	1	\$8,000	
Liebman, Daniel, WSBA #41498	1	\$9,750	
Meade, Marica, WSBA #11122	1	\$133,382	
Moote, Peter, WSBA #6098	1	\$17,465	
Placide, Carlene, WSBA #28824	1	\$10,000	
Smith, Jill, WSBA #41162	3	\$15,650	
Snyder, Mara, WSBA #43474	16	\$339,495	
Turner, Harold, WSBA #33341	1	\$2,500	
	<b>TOTAL:</b>	<b>\$587,815</b>	

The following summarizes the gifts and recommendations made by the Board:

### **BEHRENDTS, CLINTON, #45371 – RESIGNED IN LIEU OF DISCIPLINE**

**APPLICANT: 20-049 – Decision: \$7,500**

In June 2019, Applicant hired Behrends to represent her in a dissolution matter, paying a flat fee of \$7,500. On July 2, 2019, while Behrends was away on vacation, opposing counsel informed Applicant of a court hearing the following day. Subsequently, Behrends had to fly back for the hearing, charging Applicant \$4,000 for doing so. Behrends put together the parenting plan and had to revise it several times. Applicant was not sure if Behrends ever filed the parenting plan. From October 22, 2019, to November 9, 2019, it became difficult for Applicant to contact Behrends; he did not respond to emails, calls, or texts. On November 10, 2019, Behrends sent Applicant the parenting plan forms and told her to contact him in a few months to check the status of the parenting plan and to start the dissolution. On January 1, 2020, when Applicant contacted Behrends as he instructed, he informed her that he was not going to move forward in her case because of her lack of contact. Applicant reminded Behrends of his instructions and he continued the representation. On February 6, 2020, Behrends closed his office. On February 19, 2020, Behrends informed Applicant that he was not going to be able to complete her case. He told her to come to his office on February 21, 2020, to pick up her file and a check for a partial refund of \$7,500. Thereafter, Applicant never heard from Behrends again. Applicant never received the partial refund and according to court records, Behrends filed the parenting plan, but ended the representation before he filed the petition for dissolution.

*The Board approved payment of \$7,500.*

### **CROWLEY, JOHN, #19868 – RESIGNED IN LIEU OF DISCIPLINE**

**APPLICANT: 19-009 – Decision: \$15,000**

On March 12, 2016, Applicant hired Crowley to represent him in a criminal matter paying \$15,000. Applicant met with Crowley one time to discuss the case. Crowley agreed to represent Applicant on post-conviction matters, including appeals, personal restraint petitions, vacating convictions, and any other legal services. Thereafter, Applicant was unable to contact Crowley. Applicant called Crowley from someone else's cell phone, and he answered. When Crowley realized it was the Applicant on the phone, he told him that he would get back to him. Applicant never heard from Crowley again. In the beginning of 2017, Applicant hired new counsel. On July 17, 2018, Applicant sent Crowley a letter terminating his service and notifying him that new counsel had been hired. This letter was returned in the mail.

*The Board approved a gift of \$15,000.*

**APPLICANT: 20-014 – Decision: \$5,000**

In March 2017, Applicant hired Crowley to represent her in a potential criminal matter, paying

a total of \$9,500. Applicant was being investigated for alleged involvement in a murder and subsequently facing a Child Protection Service (CPS) case. The extent of the work Crowley performed was calling the police to inform them of his representation of Applicant. Thereafter, it became difficult for Applicant to reach Crowley. Ultimately, she did not face any charges. Crowley never returned the unearned fee. The Board previously approved payment of \$4,500 on Applicant's initial request for \$9,500 and denied the balance of Applicant's claim because she lacked documentation of the \$5,000 payment. In 2022, Applicant requested a reconsideration of her prior claim to the Fund, because she obtained a copy of the \$5,000 payment to Crowley.

*The Board approved a gift of \$5,000.*

### **FURNESS, MATTHEW, #43649 – SUSPENDED**

#### **APPLICANT: 20-018 – Decision: \$13,500**

In May 2014, Applicant hired Furness to represent her in an immigration matter, paying a flat fee of \$3,900. Applicant was detained after entering the United States in April 2014. Furness and Applicant signed two fee agreements, one for representation for a request for supervised release and one for representation on all aspects of Applicant's immigration and removal proceedings before the immigration court. On July 16, 2014, Furness filed an asylum application on Applicant's behalf. On October 9, 2014, Applicant was released on a \$7,500 bond. The immigration court set a Master Calendar hearing for March 8, 2016. Furness did not appear at the Master Calendar hearing. Instead, he sent substitute counsel, who requested that the case be transferred from Seattle to Dallas, Texas. The immigration court granted the request. On March 17, 2016, the immigration court mailed a Notice of Hearing to Furness, informing him that Applicant's hearing had been set for May 23, 2016, in Dallas, Texas. When the Applicant contacted Furness's office to request information, Furness's assistant told her not to contact the office anymore and that she would be notified of any future court dates. In the meantime, Applicant informed Furness to contact her by email or telephone, because she would be traveling and unable to check the mail. On March 25, 2016, an Associate in Furness's office mailed a copy of the Notice of Hearing to the Applicant. The Applicant did not receive the notice, nor did she have any other contact with Furness. On May 23, 2016, neither Furness nor Applicant appeared at the hearing in Dallas. The Court ordered Applicant to be removed in absentia, because of her failure to appear. Her \$7,500 bond was forfeited. Furness states that the Associate was assigned to Applicant's immigration case and was supposed to handle the hearing. The Associate denied that she was responsible for appearing at Applicant's hearing. The Associate stated that when she reminded Furness of the court date, he said he would take care of it. Thereafter, the Applicant paid an additional \$15,000 for Furness's representation. The Applicant eventually terminated representation and hired new counsel.

*The Board approved a gift of \$13,500.*

## **GESSEL, RAYMOND, #13787 – DISBARRED**

### **APPLICANT: 19-012 – Decision: \$1,573**

Applicant hired Gessel to represent her as the Personal Representative of an Estate. A beneficiary who owed money to the Estate wrote a check to Gessel, with instructions to deposit it into the Estate account. The check was never deposited into the account. Applicant is seeking recovery from the Fund.

*The Board approved a gift of \$1,573.*

## **JAKEMAN, DAVID, #39332 – RESIGNED IN LIEU OF DISCIPLINE**

### **APPLICANT: 20-051 – Decision: \$2,000**

In May 2015, Applicant hired Jakeman to represent her husband in an immigration matter, paying a total of \$5,000. After receiving the payment, Jakeman failed to complete the work. In February 2016, Applicant cancelled the contract and requested a refund, as she and her husband had separated. In March 2016, Jakeman informed Applicant that he could not issue a refund to her without her husband's consent. In September 2016, Applicant and her husband were divorced, and the court awarded Applicant the fees paid to Jakeman. Applicant has never received the funds from Jakeman.

*The Board approved a gift of \$2,000.*

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### **APPLICANT: 20-053 – Decision: \$3,000**

In October 2018, Applicant hired Jakeman to represent him in an immigration matter, paying \$3,000. Jakeman's firm, Beacon Immigration, was supposed to prepare Applicant's asylum application and attend his asylum interview. Counsel did file the asylum application, but they did not accompany him to the asylum interview. In October 2020, Applicant received a termination of service letter due to Beacon Immigration's bankruptcy. On November 7, 2020, Applicant requested a refund of unearned fees, which he never received.

*The Board approved a gift of \$3,000.*

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### **APPLICANT: 20-057 – Decision: \$4,000**

In February 2017, Applicant hired Jakeman to represent him, and his wife, in their immigration matters, paying \$4,000. Applicant and his wife were seeking to register permanent residence or adjust status I-485. Jakeman completed the applications incorrectly, resulting in their rejection. Applicant hired new counsel, who uncovered Jakeman's errors. Counsel stated that, "as far as he could tell, Jakeman did not perform any work of value on this case..."

*The Board approved a gift of \$4,000.*

## **LA ROCCO, ROBERT, #42536 – DISBARRED**

### **APPLICANT 18-110 – Decision: \$8,000**

On December 19, 2014, Applicant hired La Rocco to represent him in a family law matter, paying \$8,000. Applicant wanted to obtain a DNA test to confirm the paternity of his daughter. La Rocco told Applicant that he would need a Guardian Ad Litem even though he was not pursuing custody or his visitation rights. Applicant called La Rocco to check the status of his case. La Rocco made various excuses as to why the case was not moving forward and promised that he would call Applicant back. La Rocco never called back and continued to make statements to lead Applicant on, but nothing happened with the case. Applicant went to see if he could talk to La Rocco in person, but found his office closed and vacated. La Rocco never filed anything with the court on Applicant's case. Applicant was advised by the court to file a WSBA grievance.

*The Board approved a gift of \$8,000*

## **LIEBMAN, DANIEL, #41498 – INTERIM SUSPENSION – DISABILITY**

### **APPLICANT: 20-024 – Decision: \$9,750**

In or around March 2018, Applicant hired Liebman to represent her in a family law matter, paying \$9,750. The scope of Liebman's representation was to file a Qualified Domestic Relations Order (QDRO), a Show Cause Motion for contempt, attorney's fees, back child support, and to request updated financial information for imputed income. Over the course of the representation, it became difficult to reach Liebman. Applicant's primary form of communication was to exchange emails with Liebman's paralegals and a Limited Licensed Legal Technician (LLLT). Many of the emails consisted of status updates. In Liebman's initial email to Applicant, he stated that he drafted the QDRO. Applicant states that she never received any work product. In Liebman's response, he states that work product was provided, and a debt is not owed. However, an Odyssey court record search exhibits that Liebman never filed the QDRO, nor did he perform any other work in Applicant's matter.

*The Board approved a gift of \$9,750*

## **MEADE, MARCIA, #11122 – RESIGN IN LIEU OF DISCIPLINE**

### **APPLICANT: 19-042 – Decision: \$133,382**

On October 12, 2014, Applicant hired Meade to represent him and his wife in a personal injury matter on a contingent fee basis. In May 2016, Meade obtained a settlement for \$325,000. Meade convinced Applicant to leave the money in her trust account, so that she could disburse funds to him as needed. Meade disbursed funds to pay for the Applicant's travel costs, and other expenses. However, she also converted funds for her own use. It often became difficult for the Applicants to contact Meade. Meade would not respond to the Applicant's emails or phone calls

regarding an accounting of their settlement funds, or requests that money be wired to Applicant's bank for other personal expenses. Applicant hired a lawyer to get his settlement proceeds from Meade. Even after receiving a demand letter, she still did not release the funds. Applicant was advised to file a WSBA Grievance and Client Protection Fund application. Meade could not document her disbursement of Applicant's personal injury settlement funds and had converted the funds for her own use. Though originally approved for a gift of \$150,000, the gift was reduced by \$16,618.47, the amount Applicant was awarded and received in a bankruptcy settlement against Ms. Meade.

*The Board approved a gift of \$133,382*

### **MOOTE, PETER, #6098 – RESIGN IN LIEU OF DISCIPLINE**

#### **APPLICANT: 21-016 – Decision: \$17,465.27**

On April 6, 2001, Applicant hired Moote to represent him in a Department of Labor and Industry (L&I) claim, on a contingent fee basis. Applicant's work injury caused him to lose his job and as he was unable to pay rent, he experienced homelessness. From April 2001 to June 2003, Applicant made attempts to contact Moote to check the status of his case, with no return response. In June 2003, Applicant contacted Moote's office to express Applicant's discontent with Moote's service and lack of communication. He learned that his L&I claim had been approved and that he was entitled to benefits. Applicant received \$8,300 from the settlement and Moote informed him that he would not be receiving any further payment for his injury. In 2009, Applicant obtained Social Security benefits, which allowed him to find a residence. In May 2021, Applicant hired counsel to represent him in reopening his L&I claim. In June 2021, Applicant was informed that Moote had been convicted of fraud and that from February 23, 2002, through October 16, 2003, Moote received a total of \$38,628.59 from L&I on Applicant's behalf. After deducting the contingent fee of \$12,863.32, the proceed due to Applicant was \$25,765.27, of which Applicant had only received \$8,300.

*The Board approved a gift of \$17,465.27.*

### **PLACIDE, CARLENE, #28824 – DISBARRED**

#### **APPLICANT: 19-023 – Decision: \$10,000**

On February 11, 2017, Applicant, an employer, hired Placide to represent his company in an employee immigration matter, paying \$10,000. The Applicant paid the \$10,000 legal fee to Placide's business bank account. Placide told Applicant that she mailed the EB-1 petition to USCIS along with the \$700 check he gave her for the processing fee. Thereafter, it became difficult for Applicant to reach Placide. Applicant attempted to check the status of the petition and to request a tracking number, with no response. When Placide finally responded, she said there was no tracking number because she mailed it by regular mail, but that it had not been returned. Once again, it became difficult to contact Placide. In November 2017, Applicant hired new counsel to determine if USCIS received the petition. USCIS told counsel that without a

tracking number, they would be unable to verify receipt of the application. The employee never received a USCIS receipt notice, and Applicant's check to USCIS for the filing fee was not cashed. The Board determined that Placide performed no work of value.

*The Board approved a gift of \$10,000.*

## **SMITH, JILL, #41162 – DISBARRED**

### **APPLICANT: 19-029 – Decision: \$2,000**

In September 2011, Applicant hired Smith to file a quiet title action, paying a flat fee of \$6,000 plus a one-third contingent fee based on the gross settlement amount, minus the \$6,000 flat fee. In January 2015, Smith obtained a settlement for \$50,000. Smith deposited the funds into her general account, where she negligently miscalculated the proceed amount, resulting in her keeping \$2,000, which she was not entitled to keep. Smith never refunded the unearned fee.

*The Board approved a gift of \$2,000*

### **Applicant: 19-039 – Decision: \$5,150**

In July 2012, Applicant hired Smith to represent him in a mortgage loan modification, paying a flat fee of \$3,000. During the representation, Smith would discuss certain courses of action, but later change course. Smith was difficult to reach, and this became a pattern over the course of representation. In January 2015, Applicant found a Notice of Default and Trustee Sale posted on his door. Smith had taken no action to prevent Applicant's property from foreclosure. Smith referred Applicant to mediation, informing him that her attendance would be an additional fee. Thereafter, Smith became unreachable and did not help Applicant prepare for mediation. The mediation temporarily stopped foreclosure proceedings for several months. Smith advised Applicant to write TILA rescission letters according to a sample letter used by her other clients. Then she disappeared again. Applicant asked Smith what action she had taken to stop the Trustee Sale, and she told him that they needed to enforce a lawsuit in federal court to make the rescission letters effective. Smith had not mentioned this before. This action would require Applicant to enter a new retainer of \$8,500. Smith offered \$2,000 credit toward the new retainer.

Applicant entered the new retainer agreement for the TILA Rescission lawsuit, on a contingent fee basis, paying \$1,300 towards the flat fee of \$6,500. While Smith still showed no signs of performing any work, she advised Applicant to file a Chapter 13 Bankruptcy. Smith referred Applicant to a bankruptcy lawyer. Applicant filed the bankruptcy and stopped the sale. Applicant paid \$400 and Smith informed him that she would be filing for the necessary TRO. Later that month, Applicant reached out to Smith to give her the status of his bankruptcy. Smith did not respond. In April 2016, Applicant reached out to Smith again to ask if she filed the TILA TRO. In Smith's response, she told Applicant to check with his bankruptcy attorney about filing Chapter 7 to keep the house, as she had yet to file the TILA TRO.

Smith's behavior in Applicant's matter was similar to her conduct in other matters for which she was disciplined. On December 26, 2018, Smith was suspended by the WSBA for three-years.

Smith did not inform Applicant of her suspension, nor did she refund Applicant for unearned fees.

It appears that Smith did little to no work of value. Applicant provided proof of payment made to Smith in the amount of \$5,150.

*The Board approved a gift of \$5,150.*

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**Applicant: 20-050 – Decision: \$8,500**

In January 2018, Applicant consulted with Smith to represent him in a potential foreclosure. Smith agreed to take Applicant's case for a flat fee of \$8,500, assuring Applicant that there would be no additional charges unless there was a need for an appeal. Applicant paid a \$200 consultation fee, a down payment of \$2,000, and made a payment arrangement for the balance of \$6,300. Smith agreed to the arrangement, and Applicant completed the payment. Thereafter, Applicant did not hear from Smith. On April 27, 2018, Applicant found a Notice of Default and Intent to Accelerate posted on his door. Smith began asking Applicant questions and requesting information related to his case, which led him to believe she was performing work on his complaint. Applicant sent Smith the requested information and documents, and Smith sent Applicant a drafted complaint, which lacked information pertaining to his matter. Smith finally produced a complaint that correctly represented Applicant's situation and grievances; Applicant acknowledged the receipt and sent Smith a check for the filing fees. Smith emailed Applicant to inform him that the complaint had been filed with the court and the Summons and Complaint would be served but did not provide Applicant with a case number or a copy of the filed documents. Applicant did not hear from Smith for two months. On November 20, 2019, Smith informed Applicant of her withdrawal from his case. Applicant still had no documents or case number. Applicant made several attempts to contact Smith to get an accounting of the funds, with no return response. Applicant's case was dismissed without prejudice, as he was unaware that there was a Motion to Dismiss his complaint.

*The Board approved payment of \$8,500*

**SNYDER, MARA, #43474 – RESIGN IN LIEU OF DISCIPLINE**

**APPLICANT: 21-019 – Decision: \$4,500**

On July 17, 2020, Applicant hired Snyder to represent her in a family law matter, paying \$4,500. Thereafter, Applicant was informed that Snyder abandoned her practice. Applicant says she paid for services that she never received. According to Snyder's client ledger, Applicant's trust account balance was \$3787.50, however, Snyder performed no work of value.

*The Board approved a gift of \$4,500.*

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**APPLICANT: 21-020 – Decision: \$2,186**

In early 2020, Applicant hired Snyder to represent her in a family law matter, paying \$7,517.08. Snyder was performing work in Applicant's case. During representation, Applicant was informed that Snyder abandoned her practice. According to Snyder's client ledger, Applicant's trust

account balance was \$2,186.23.

*The Board approved a gift of \$2,186.23*

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**APPLICANT: 21-021 – Decision: \$5,613**

In January 2020, Applicant hired Snyder to represent him in a family law matter, paying \$11,314. Applicant acknowledges that Snyder performed a significant amount of work on his matter. In November 2020, Applicant paid an additional \$5,000 to make sure there were funds to complete his case. In April 2021, Applicant was informed that Snyder had abandoned her practice. According to Snyder's client ledger, Applicant's trust account balance was \$5,613.

*The Board approved a gift of \$5,613.*

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**APPLICANT: 21-022 – Decision: \$500**

In November 2020, Applicant hired Snyder to represent him in a family law matter, paying \$500.00. In March 2021, Applicant was notified of Snyder's disciplinary actions and that she had abandoned her practice. According to Snyder's client ledger, Applicant's trust account balance was \$500.00.

*The Board approved a gift of \$500.*

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**APPLICANT: 21-023 – Decision: \$4,500**

In July 2020, Applicant hired Snyder to represent him in a family law matter, paying \$4,500. Thereafter, it became difficult to contact Snyder. When Applicant did get in contact with Snyder, she would provide excuses, with no evidence of work performed on the case. On February 12, 2021, Snyder told Applicant that she was trying to schedule a mediation, but the mediation never took place. Applicant later discovered that Snyder abandoned her practice. Snyder performed no work of value on Applicant's case. According to Snyder's client ledger, Applicant's trust account balance was \$1,184.

*The Board approved a gift of \$4,500.*

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**APPLICANT: 21-024 – Decision: \$7,025**

On July 1, 2019, Applicant hired Snyder to represent him in recovering the travel expenses associated with long distance travel to visit his son in Massachusetts. Applicant paid a total of \$7,325, which included a non-refundable consultation fee of \$300. Throughout the course of Snyder's representation, Applicant and Snyder would have meetings to discuss the case. However, Snyder made no progress on Applicant's case. On February 5, 2020, following a hearing, the commissioner made a ruling. However, the ruling was never entered. Applicant and Snyder had discussed the need to apply for reconsideration as soon as the hearing was scheduled. Snyder wanted to do additional research prior to scheduling a hearing and filing for reconsideration. This resulted in over a year of the same cycle of phone calls and meetings with no progress in Applicant's case. Snyder eventually began to miss meetings and phone calls before she abandoned her practice. Snyder performed no work of value and according to Snyder's client ledger there was a trust account balance of \$1,553.01 in Applicant's case. Applicant has no evidence that any work was performed.

*The Board approved a gift of \$7,025.*

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**APPLICANT: 21-025 – Decision: \$6,000**

On November 3, 2020, Applicant hired Snyder to represent him in a family law matter, paying \$6,000. Applicant received invoices for services said to have been rendered. Applicant never saw the work product for the charges. The only work Applicant is aware of Snyder performing is filing a Notice of Appearance. Throughout the course of the representation, Applicant, his mother, and another lawyer made several attempts to contact Snyder, with no response. According to Snyder's client ledger, Applicant's trust account balance was \$3,543.85. However, Snyder performed no work of value.

*The Board approved a gift of \$6,000.*

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**APPLICANT: 21-027 – Decision: \$3,500**

In September 2020, Applicant hired Snyder to represent him in a family law matter, paying \$3,500. Applicant hired Snyder to modify the wording on his child support order. He was not seeking a full modification or to modify the child support. In March 2021, Applicant received an email from Snyder requesting financial information for the last twelve months. Thereafter, Applicant made attempts to contact Snyder because he had questions regarding the request. Applicant never received a response. Applicant did not feel that he needed to provide financial information when he was only seeking to modify the wording and the custodial parent was not seeking a support modification. Applicant later learned that Snyder abandoned her practice and received an invoice with a balance of \$2,937, which is also reflected on Snyder's client ledger. Snyder performed no work of value and did not refund the balance in the trust account.

*The Board approved a gift of \$3,500.*

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**APPLICANT: 21-030 – Decision: \$4,189.70**

In January 2021, Applicant hired Snyder to represent her in a family law matter, paying \$5,300. Applicant signed a fee agreement for a \$300 availability retainer and an advance-fee trust deposit of \$5,000. On January 27, 2021, Snyder promised to create and share the parenting plan, but failed to do so. Thereafter, it became difficult to contact Snyder. After several attempts to contact Snyder, Applicant went to her office and discovered that Snyder's office was empty. Applicant continued to try to call Snyder until her voicemail box was full. Applicant went to the courthouse to file a notice and declaration to terminate Snyder's representation. Snyder was not heard from again, and she did not return the unearned fee.

*The Board approved a gift of \$4,189.70.*

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**APPLICANT: 21-031 – Decision: \$146,175.53**

In May 2019, Applicant hired Snyder to represent him in a family law matter, paying \$5,000. The dissolution trial was set, but was continued several times. Snyder asked Applicant to pay an additional \$19,500 into trust for trial preparation. On February 26, 2021, Snyder failed to appear at a mediation. The mediator told Applicant that Snyder had missed three mediations that week. The mediator also told Applicant that there was a settlement conference scheduled for March 1, 2021. Snyder never informed Applicant of the settlement conference. Applicant appeared at

the settlement conference with no representation. Applicant received an invoice from Snyder dated February 16, 2021, due on February 17, 2021, the date Snyder closed her office.

According to Snyder's client ledger, Applicant's trust account balance was \$15,145.27. In July 2019, Applicant and his ex-wife sold community property. The proceeds of the sale totaled \$322,060.52, which was transferred to Snyder's trust account to be distributed later. On August 28, 2019, Snyder wrote separate checks to Applicant and Wife for \$30,000 each as partial distribution, leaving a balance of \$262,060.52 in trust (\$131,030.26 for each). Snyder did not distribute the funds to the Applicant and his ex wife. Applicant's ex-wife filed a separate claim to the Fund for her portion of the community property sale proceeds.

*The Board approved a gift of \$146,175.53.*

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**APPLICANT: 21-036 – Decision: \$2,869**

In early 2021, Applicant hired Snyder to represent him in a family law matter, paying \$3,000. Snyder submitted the initial paperwork to the court. Applicant sent Snyder an email with updated documents, with no return response. Applicant received a bill, showing a positive balance of \$2,539 in his account. Applicant called Snyder's office for an update on his case and found that her voicemail was full. Applicant followed with an email and all emails bounced back as undeliverable. Applicant went to Snyder's office, and it appeared closed. The neighboring tenant told Applicant that Snyder had not been to her office for a few weeks. As Applicant looked for new counsel to cover an upcoming hearing, he discovered that the Bellingham courts were aware of Snyder's disappearance.

*The Board approved a gift of \$2,869.*

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**APPLICANT: 21-037 – Decision: \$6,500**

In January 2021, Applicant hired Snyder to represent her in a family law matter, paying \$6,500. Applicant signed a fee agreement for a \$300 availability retainer and an advance-fee trust deposit of \$6,500. Applicant provided Snyder with an extensive amount of documentation, including original documents. Applicant and Snyder met once over a Zoom video conference to discuss the case. On February 15, 2021, Snyder informed Applicant of a meeting on February 25, 2021, with an arbitrator and opposing counsel. Snyder failed to appear for the meeting and became difficult to contact. Snyder's voicemail was full, and emails were undeliverable. Later, Applicant received an invoice from Snyder showing a credit balance of \$6,272.35. Applicant never heard from Snyder again and she did not refund the unearned fee.

*The Board approved a gift of \$6,500.*

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**APPLICANT: 21-038 – Decision: \$10,000**

On November 20, 2020, Applicant hired Snyder to represent her in a family law matter, paying \$10,000. Applicant and Snyder spoke once on FaceTime in November 2020. Initially, Applicant was not ready for Snyder to file the dissolution with the court. Applicant later contacted Snyder to set up a meeting to advise Snyder to file. Conference calls were set up for February 2, February 10, and February 17, 2021, but Snyder cancelled each time. When Applicant sent Snyder an email, it bounced back. Later, Applicant received an invoice from Snyder showing a credit balance of \$9,586; although Snyder performed no work of value. Applicant never heard from Snyder again and she did not refund the unearned fee.

*The Board approved a gift of \$10,000.*

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**APPLICANT: 21-039 – Decision: \$4,404.70**

In January 2021, Applicant hired Snyder to represent him in a family law matter, paying \$5,300. Applicant signed a fee agreement for a \$300 availability retainer and an advance-fee trust deposit of \$5,000. After a few weeks into representation, it became difficult to contact Snyder, who stopped responding to Applicant's emails and phone calls. Snyder never filed the dissolution, nor did she perform any work of value. Applicant received an invoice from Snyder showing a trust account credit balance of \$4,404.70. Applicant never heard from Snyder again and Snyder did not return unearned fees.

*The Board approved a gift of \$4,404.70*

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**APPLICANT: 21-040 – Decision: \$499.55**

In June 2020, Applicant hired Snyder to represent him in a family law matter. Applicant stated that Snyder performed the work and earned the fees. When Applicant was informed that Snyder abandoned her practice, he later received an invoice with a balance of \$499.55 in Snyder's trust account, which is also reflected on Snyder's client ledger.

*The Board approved a gift of \$499.55*

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**APPLICANT: 22-046 – Decision: \$131,030**

In May 2019, Snyder represented Applicant's husband in their dissolution matter. In the divorce, the Applicant and husband sold their community property. The proceed of the sale totaled \$322,060.52, which was transferred to Snyder's trust account to be distributed to the Parties. On August 28, 2019, Snyder wrote separate checks to each party for \$30,000 each as partial distribution, leaving a balance of \$262,060.52 in trust (\$131,030.26 for each). Snyder did not distribute the funds to the Applicant or ex-husband. The Client Protection Board approved Applicant's ex-husband's application to the Fund, with the condition that Applicant file a separate claim to the Fund. The Board approved payment for Applicant's portion of the community property sale proceeds.

*The Board approved a gift of \$131,030*

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**TURNER, HAROLD, #33341 – SUSPENDED**

**APPLICANT: 20-036 – Decision: \$2,500**

In November 2018, Applicant hired Turner to represent him in a family law matter, paying a flat fee of \$2,500. Turner agreed to appear with Applicant at a child support modification hearing set for November 13, 2018. Turner and Applicant agreed to meet again on November 9, 2018, prior to the hearing, Applicant asked Turner if he would draft a trust for him. Turner agreed to draft a basic trust, along with the other work for the discussed flat fee. The court continued the November 13, 2018 hearing to January 4, 2019. On January 4, 2019, Turner appeared at a telephonic hearing, but did not speak a word on Applicant's behalf. The judge entered an order

modifying child support. Thereafter, it became difficult for Applicant to contact Turner. Turner did no further work on the child support matter and did not draft the trust. On May 28, 2019, Applicant sent an email and a certified letter to Turner terminating the representation and requesting a full refund of fees. The certified letter was returned unclaimed, and Turner did not refund any part of the \$2,500.

*The Board approved payment of \$2,500*

## APPENDIX – Fund Balance Sheet

### Statement of Financial Position

<b>ASSETS</b>	Audited As of September 30, 2022
Wells Fargo Checking Account	\$376,657
Accrued Interest Receivable	-
Wells Fargo Money Market	4,433,256
Wells Fargo Investments	-
Morgan Stanley Money Market	107,479
<b>TOTAL ASSETS</b>	<b>\$4,917,393</b>
<b>LIABILITIES AND NET ASSETS</b>	
Approved gifts to injured clients payable	705,248
Liability to WSBA general fund	148,643
Net Assets	4,063,501
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$4,917,393</b>

### Statement of Activities

<b>REVENUE</b>	Audited As of September 30, 2022
Restitution	8,906
Member Assessment	704,366
Interest	35,955
<b>TOTAL REVENUE</b>	<b>\$749,227</b>
<b>EXPENSES</b>	
Gifts to Injured Clients	566,947
CPF Board	390
Misc.	2,145
Indirect (overhead)	162,490
<b>TOTAL EXPENSE</b>	<b>\$731,972</b>
Net Income (Expense)	17,256

### Statement of Changes in Net Assets

Balance on September 30, 2020	4,046,246
Net Income as of September 30, 2022	17,256
<b>Balance on September 30, 2022</b>	<b>\$4,063,501</b>