

VIRGINIA:

BEFORE THE SEVENTH DISTRICT SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
RYAN DOUGLAS HUTTAR

VSJ Docket Nos. 23-070-127074
& 23-070-127981

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)

On September 27, 2023, a meeting was held in this matter before a duly convened Seventh District Subcommittee consisting of Seth James Ragosta, Chair Presiding; Dillina Stickley, Member; and Kimberly Gregg, Lay Member. During the meeting, the Subcommittee voted to approve an agreed disposition for a Public Reprimand with Terms pursuant to Part Six, Section IV, Paragraph 13-15.B.4. of the Rules of Supreme Court of Virginia. The agreed disposition was entered into by the Virginia State Bar, by Tenley Carroll Seli, Assistant Bar Counsel, and Ryan Douglas Huttar, Respondent, *pro se*.

WHEREFORE, the Seventh District Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand with Terms:

I. FINDINGS OF FACT

1. Ryan Douglas Huttar ("Respondent") was licensed to practice law in the Commonwealth of Virginia in 2017. At all relevant times, Respondent has been licensed and in good standing with the Virginia State Bar ("VSB").

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2. Complainant B.L. hired Respondent to assist her in the administration of her husband's estate in February 2022.
3. On February 22, 2022, B.L. and Respondent executed an Agreement for "Estate Administration in Prince William County." The parties agreed to an hourly fee, including an advanced legal fee in the amount of \$3,500. Respondent agreed to "hold the advance

legal fee in trust” and submit monthly invoices for accrued fees and expenses, which would be deducted from the advanced legal fee.

4. On or about February 22, 2022, B.L. paid Respondent the advanced legal fee of \$3,500, which cleared her account on February 25, 2022. Respondent failed to produce evidence to the VSB that he deposited the \$3,500 into an Interest on Lawyer Trust Account (“IOLTA”).¹
5. Respondent asked B.L. to produce “all” paperwork regarding the assets and debts of the estate. On April 11, 2022, Respondent’s legal assistant sent B.L. an email seeking additional information. By May 2022, B.L. provided Respondent with all requested documents.
6. Respondent did not provide B.L. with a legal plan and took no legal action to commence administration of the estate.
7. In the summer of 2022, B.L. repeatedly tried calling Respondent; however, each time she called, B.L. received a message that Respondent’s office phone was disconnected. Respondent acknowledged his office phone service was terminated.
8. On August 26, 2022, B.L. sent an email to Respondent stating “[w]as going to come today to pick up some papers. Your call was not going through. Verizon issue sounds like. What time are you open until? Is what I need there?”
9. When B.L. did not receive a response to her email, she drove to Respondent’s office to find the door locked and Respondent’s sign removed from the building.
10. B.L.’s son-in-law contacted the Office of the Commissioner of Accounts for Prince William County, who advised him that Respondent had not filed any documents regarding the estate.
11. In August or September 2022, Respondent decided to close his law practice.
12. Respondent did not notify B.L. that he closed his law practice.
13. Respondent did not produce any timesheets or invoices regarding legal work performed on B.L.’s case.
14. Respondent did not return B.L.’s \$3,500 payment when he made the decision to close his practice without completing the legal services that he agreed to perform for B.L.
15. On October 4, 2022, unable to contact Respondent, B.L. filed a complaint with the VSB asserting Respondent failed to perform the legal services for which he was paid \$3,500

¹ As of February 22, 2022, Respondent maintained a business account at Virginia National Bank. Respondent failed to produce evidence to the VSB that he maintained an IOLTA with Virginia National Bank.

and “[w]e can no longer contact him. His phone is disconnected and no email responses and office was closed when we visited.”

16. On October 7, 2022 and November 1, 2022, the VSB sent B.L.’s complaint to Respondent and requested a response within 21 days. Respondent did not respond within 21 days.
17. On November 16, 2022, the VSB issued a subpoena *duces tecum* seeking Respondent’s file regarding his representation of B.L., including:

All trust account and operating account records, including all paper and electronically stored records, including cancelled checks, cash receipts journals, cash disbursements journals, individual client subsidiary ledgers, bank statements, deposit tickets (with copies of supporting deposit items), deposit slips, cash in tickets, withdrawal slips, cash out tickets, wire transfer and transmittal notices, copies of all wire transfer instructions, cashier’s checks and money orders, and any instruments used to purchase them, credit and debit memoranda, and evidence of reconciliations; that are in your possession, custody or control, relating to your representation of [B.L.]

Respondent’s response to the subpoena *duces tecum* was due on December 9, 2022.

18. On December 22, 2022, Respondent sent B.L. an email stating “If I pay back your 3500 [sic] and pay \$1,000 toward another attorney, will you withdraw your bar complaint?”
19. On December 23, 2022, Respondent deposited \$3,500 of personal funds into an IOLTA he maintained at PNC.
20. On December 24, 2022, Respondent wrote a check to B.L. in the amount of \$3,500. B.L. received the check in early January 2023.
21. On December 28, 2022, Respondent partially responded to the subpoena *duces tecum* issued on November 16, 2022. Respondent produced file documents; however, Respondent did not produce any trust or operating account documentation from either Virginia National Bank or PNC Bank where he had accounts during the period of representation.²
22. On January 12, 2023, Respondent’s \$3,500 check to B.L. was returned due to insufficient funds.
23. On January 19, 2023, Respondent sent an email to the VSB stating “I didn’t bill her for any of my time even though I had done work. I included the trust ledger which shows she

² PNC Bank’s response to the subpoena *duces tecum* indicates Respondent did not open an IOLTA until on or about April 26, 2022.

paid in \$3,500. I have also since returned her \$3,500 by cashier's check from trust which has cleared her account. I've attached an updated ledger."

24. Respondent failed to provide the required documents to support the client ledger produced on January 19, 2023.
25. B.L. sent Respondent an email advising him the check was returned due to insufficient funds and she required the \$3,500 by cashier's check.
26. Respondent provided B.L. with a cashier's check in the amount of \$3,500 and returned all estate documents to her.
27. Respondent has not produced the required receipts and disbursement journals as requested by the subpoena *duces tecum* and by VSB Chief Investigator Moffatt.

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28. On or about April 26, 2022, Respondent opened IOLTA and business accounts at PNC Bank.
29. On January 12, 2023, the VSB received notice from PNC Bank of a dishonored check against Respondent's IOLTA. The notice indicated Respondent had a beginning balance of \$4,874.56. On January 5, 2023, two withdrawals of \$3,500 were presented against the IOLTA. The first check was honored. The second check was returned due to insufficient funds because honoring the \$3,500 withdrawal would have resulted in an overdraft of -\$2,125.44.
30. On January 20, 2023, the VSB issued a subpoena *duces tecum* on PNC Bank for Respondent's IOLTA and operating account records.
31. Respondent's IOLTA records from PNC reflect:
 - On May 10, 2022, Respondent transferred \$15,949 from Virginia National Bank to the PNC IOLTA.
 - Respondent withdrew \$18,737 in general draws from the IOLTA payable to Huttar Law on May 19, 2022, June 10, 2022, June 21, 2022, July 12, 2022, August 10, 2022, September 23, 2022 and November 11, 2022.
 - Respondent withdrew \$6,500 in general draws payable to himself on June 7, 2022, July 30, 2022, August 10, 2022, September 13, 2022 and November 13, 2022.
 - From May 25, 2022 through July 26, 2022, Respondent issued checks to Huttar Law from the IOLTA for "client pymts" with no documentation indicating the specific client to whom the funds belonged.

- On July 26, 2022, Respondent deposited \$1,500 of personal funds into the IOLTA for a “correction.”
- Although Respondent asserted he was the only signatory authority on the IOLTA, Amanda Kniatt, a legal assistant employed by Respondent, issued and signed IOLTA checks on May 25, 2022, June 28, 2022, July 6, 2022, July 20, 2022 and July 26, 2022.
- On October 4, 2022 and November 28, 2022, Respondent issued general draws to individuals not associated with Huttar Law.
- On December 23, 2022, Respondent deposited \$3,500 of personal funds into the IOLTA.

32. Respondent stated he paid mid-month draws “if the billables were higher, sometimes we needed cash, so we would transfer mid-month and reconcile later.”

33. Respondent acknowledged that he did not perform the required reconciliations for his IOLTA.

34. Respondent has not produced receipts and disbursement journals or trust account documents as requested by the subpoena *duces tecum* and as repeatedly requested by VSB Chief Investigator Moffatt.

35. As of April 20, 2023, Respondent’s IOLTA balance was \$1,374.56. Respondent asserted the funds belonged to two clients, M.T. and K.M. Respondent advised that once the funds were disbursed to M.T. and K.M., the IOLTA account could be closed.

II. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

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For failing to complete the work for which he was hired and closing his practice without completing the work, Respondent violated Rule 1.3(a) and (b).

Rule 1.3 Diligence

(a) A lawyer shall act with reasonable diligence and promptness in representing a client.

(b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16.

For failing to communicate with his client regarding the status of her case including failing to respond to her multiple efforts to contact him, and by allowing termination of his office phone service and failing to provide his client with a number at which she could reach him, and for closing his office and failing to provide his client with a means to communicate with him, Respondent violated Rule 1.4(a).

Rule 1.4 Communication

(a) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

For failing to maintain an accurate client ledger for B.L., prematurely disbursing the advanced legal fee of \$3,500 and failing to promptly return unearned legal fees to B.L., Respondent violated Rule 1.15(b)(3)(4) and (5).

Rule 1.15 Safekeeping Property

(b) *Specific Duties.* A lawyer shall:

(3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accountings to the client regarding them;

(4) promptly pay or deliver to the client or another as requested by such person the funds, securities or other properties in the possession of the lawyer that such person is entitled to receive; and

(5) not disburse funds or use property of a client or a third party with a valid lien or assignment without their consent or convert funds or property of a client or third party, except as directed by a tribunal.

For failing to maintain records in support of the client ledger and failing to produce the required receipts and disbursement journals as repeatedly requested by the VSB, Respondent violated Rule 1.15(c)(4).

Rule 1.15 Safekeeping Property

(c) *Record-Keeping Requirements.* A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:

(4) All records subject to this Rule shall be preserved for at least five calendar years after termination of the representation or fiduciary responsibility.

For failing to notify B.L. that he closed his practice, failing to ensure that B.L. retained other counsel and for failing to promptly return unearned advanced legal fees to B.L., Respondent violated Rule 1.16(d).

Rule 1.16 Declining or Terminating Representation

(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, refunding any advance payment of fee that has not been earned and handling records as indicated in paragraph (e).

For failing to respond to the bar complaint as requested by the VSB, failing to produce trust records when repeatedly requested by the VSB and for attempting to resolve the complaint with B.L. in lieu of responding to the VSB as requested, Respondent violated Rule 8.1(d).

Rule 8.1 Bar Admission and Disciplinary Matters

An applicant for admission to the bar, or a lawyer already admitted to the bar, in connection with a bar admission application, any certification required to be filed as a condition of maintaining or renewing a license to practice law, or in connection with a disciplinary matter, shall not:

(d) obstruct a lawful investigation by an admissions or disciplinary authority.

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For failing to maintain the required receipts and disbursement journals and failing to maintain records regarding client money placed in his IOLTA account, Respondent violated Rule 1.15(c)(1) and (4).

Rule 1.15 Safekeeping Property

(c) *Record-Keeping Requirements.* A lawyer shall, at a minimum, maintain the following books and records demonstrating compliance with this Rule:

(1) Receipts and disbursements journals for each trust account. These journals shall include, at a minimum: identification of the client or matter; date and amount of transaction; name of the payor or payee; manner in which the funds were received, disbursed, or transferred; and current balance. A checkbook or transaction register may be used in lieu of separate receipts and disbursements journals as long as the above information is included.

(4) All records subject to this Rule shall be preserved for at least five calendar years after termination of the representation or fiduciary responsibility.

For failing to perform the required monthly reconciliations of his IOLTA, Respondent violated Rule 1.15(d)(3).

Rule 1.15 Safekeeping Property

(d) *Required Trust Account Procedures.* In addition to the requirements set forth in Rule 1.15 (a) through (c), the following minimum trust accounting procedures are applicable to all trust accounts.

(3) The following reconciliations must be made monthly and approved by a lawyer in the law firm:

(i) reconciliation of the client ledger balance for each client, other person, or entity on whose behalf money is held in trust;

(ii) reconciliation of the trust account balance, adjusting the ending bank statement balance by adding any deposits not shown on the statement. This adjusted balance must equal the balance in the checkbook or transaction register; and

(iii) reconciliation of the trust account balance ((d)(3)(ii) and the client ledger balance ((d)(3)(i)). The trust account balance must equal the client ledger balance.

For failing to make a reasonable effort to ensure that his legal assistant complied with the record-keeping and reconciliation requirements of the Rules of Professional Conduct with regard to his IOLTA, Respondent violated Rule 5.3(b).

Rule 5.3 Responsibilities Regarding Nonlawyer Assistants

(b) a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the lawyer.

III. PUBLIC REPRIMAND WITH TERMS

Accordingly, having approved the Agreed Disposition, it is the decision of the Subcommittee to impose a Public Reprimand with Terms. The terms are:

1. Respondent shall read in its entirety *Lawyers and Other People's Money, 5th Edition*, and Legal Ethics Opinion 1606 within 30 days of the date of approval of this Agreed Disposition by the District Subcommittee. Respondent must immediately certify compliance in writing to Assistant Bar Counsel Tenley Carroll Seli.
2. On or before December 1, 2023, Respondent will certify in writing to Assistant Bar Counsel Tenley Carroll Seli, and provide an accounting and documentation reflecting that he disbursed all client funds contained in all trust or IOLTA accounts in his name and/or associated with Respondent or his law practice to all clients entitled to receive such funds.
3. On or before October 1, 2024, Respondent will complete the VSB's Mandatory Professionalism Course for Newly Active Members. Respondent's attendance obligation

set forth herein will not be applied toward his Mandatory Continuing Legal Education ("MCLE") requirement in Virginia or any other jurisdictions in which Respondent may be licensed to practice law. Respondent shall immediately certify his attendance to Assistant Bar Counsel Tenley Carroll Seli by delivering a fully and properly executed Virginia MCLE Board Certification of Attendance.

4. For a period of two years following the date of the Public Reprimand, Respondent will not engage in any conduct that violates the Virginia Rules of Professional Conduct, including any amendments thereto, and/or that violates any analogous provisions, and any amendments thereto, of the disciplinary rules of another jurisdiction in which Respondent may be admitted to practice law. The terms contained in this paragraph will be deemed to have been violated when any ruling, determination, judgment, order or decree has been issued against Respondent by a disciplinary tribunal in Virginia or elsewhere containing a finding that Respondent violated one or more provisions of the Rules of Professional Conduct referenced above, provided, however, that the conduct upon which such finding is based occurred within the period referred to above, and that such ruling has become final.

If any of the terms are not met by the time specified, pursuant to Part 6, § IV, ¶ 13-15.F of the Rules of Supreme Court of Virginia, the District Committee shall hold a hearing and Respondent shall be required to show cause why a Certification for Sanction Determination should not be imposed. Any proceeding initiated due to failure to comply with terms will be considered a new matter, and an administrative fee and costs will be assessed.

Pursuant to Part 6, § IV, ¶ 13-9.E. of the Rules of Supreme Court of Virginia, the Clerk of the Disciplinary System shall assess costs.

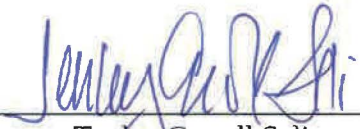
SEVENTH DISTRICT SUBCOMMITTEE
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Seth James Ragosta
Subcommittee Chair

CERTIFICATE OF MAILING

I certify that on September 28, 2023, a true and complete copy of the Subcommittee Determination was sent, by certified mail, to Ryan D. Huttar, Respondent, at 16 Horner Street, Warrenton, Virginia 20186-3413, Respondent's last address of record with the Virginia State Bar, and by email to rhuttar@vadefenders.org.



Tenley Carroll Seli
Assistant Bar Counsel