

FILED

June 23, 2023

**OFFICE OF
APPELLATE COURTS**

STATE OF MINNESOTA

IN SUPREME COURT

A23-0671

In re Petition for Disciplinary Action against
Julie L. Bruggeman, a Minnesota Attorney,
Registration No. 0317305.

O R D E R

The Director of the Office of Lawyers Professional Responsibility has filed a petition for disciplinary action alleging that respondent Julie L. Bruggeman committed professional misconduct warranting public discipline—namely, in one client matter, representing clients with a conflict of interest, providing incompetent representation by naming an improper party as a defendant in a complaint and failing to properly serve defendants with the complaint, neglecting the matter, failing to communicate with the clients, forging a client’s electronic signature on an affidavit and filing it with the court, making multiple knowingly false statements to the clients, failing to timely withdraw from representation, failing to provide the clients with a copy of the file upon termination of the representation, failing to inform the clients if costs they would be responsible for would be deducted before or after the contingent fee is calculated, and fabricating documents and making knowingly false statements to the Director during a disciplinary investigation. *See*

Minn. R. Prof. Conduct 1.1, 1.3, 1.4(a)(2)–(4), 1.4(b), 1.5(c), 1.7(a)(2), 1.15(c)(4), 1.16(d), 3.2, 3.3(a)(1), 4.1, 8.1(a), 8.4(c), 8.4(d).

The parties have entered into a stipulation for discipline. In it, respondent waives her rights pursuant to Rule 14, Rules on Lawyers Professional Responsibility (RLPR), waives her right to answer, and unconditionally admits the allegations of the petition. The parties recommend that the appropriate discipline is an indefinite suspension, with no right to petition for reinstatement for 90 days. In a memorandum attached to the stipulation, the Director states that respondent presented evidence of extreme personal stress.

We have independently reviewed the file and approve the jointly recommended disposition.

Based upon all the files, records, and proceedings herein,

IT IS HEREBY ORDERED THAT:

1. Respondent Julie L. Bruggeman is indefinitely suspended from the practice of law, effective 14 days from the date of this order, with no right to petition for reinstatement for 90 days.

2. Respondent may petition for reinstatement pursuant to Rule 18(a)–(d), RLPR. Reinstatement is conditioned on successful completion of the written examination required for admission to the practice of law by the Minnesota State Board of Law Examiners on the subject of professional responsibility, *see* Rule 18(e)(2), RLPR; *see also* Rule 4.A.(5), Rules for Admission to the Bar (requiring evidence that an applicant has successfully completed the Multistate Professional Responsibility Examination); and satisfaction of continuing legal education requirements, *see* Rule 18(e)(4), RLPR.

3. Respondent shall comply with Rule 26, RLPR (requiring notice of suspension to clients, opposing counsel, and tribunals), and shall pay \$900 in costs pursuant to Rule 24(a), RLPR.

Dated: June 23, 2023

BY THE COURT:

A handwritten signature in black ink that reads "Natalie E. Hudson". The signature is written in a cursive, flowing style.

Natalie E. Hudson
Associate Justice

PETITION

FILED

May 5, 2023

**OFFICE OF
APPELLATE COURTS**

FILE NO. _____

STATE OF MINNESOTA

IN SUPREME COURT

In Re Petition for Disciplinary Action
against JULIE L. BRUGGEMAN,
a Minnesota Attorney,
Registration No. 0317305.

**PETITION FOR
DISCIPLINARY ACTION**

TO THE SUPREME COURT OF THE STATE OF MINNESOTA:

The Director of the Office of Lawyers Professional Responsibility (Director) files this petition upon the parties' agreement pursuant to Rules 10(a) and 12(a), Rules on Lawyers Professional Responsibility (RLPR). The Director alleges:

The above-named attorney (respondent) was admitted to practice law in Minnesota on May 10, 2002. Respondent currently practices law in Mahnomon, Minnesota.

Respondent has committed the following unprofessional conduct warranting public discipline:

DISCIPLINARY HISTORY

In considering whether public discipline is warranted it is appropriate, pursuant to Rule 19(b)(4), RLPR, to consider respondent's prior discipline. Respondent's history of prior discipline, including admonitions, is as follows:

- A. On November 29, 2016, respondent received a public reprimand from the North Dakota Supreme Court for a lack of diligence and communication in the representation of a client and her failure to properly withdraw from that client's matter. *See In re Bruggeman*, 887 N.W.2d 314 (N.D. 2016).

- B. On January 31, 2018, respondent received a public reprimand from the Minnesota Supreme Court as reciprocal discipline based upon the discipline previously imposed by North Dakota. *See In re Bruggeman*, 906 N.W.2d 508 (Minn. 2018).

FIRST COUNT

Larson Matter

1. On May 20, 2014, Mervyn D. Larson and his father, Mervyn L. Larson (the Larsons), were involved in an automobile accident. Mervyn D. was driving, and Mervyn L. was a passenger when their vehicle was struck by a semi-truck. Both Mervyn D. and Mervyn L. suffered injuries in the accident.

2. On June 2, 2014, the Larsons signed a contingency fee agreement retaining respondent to represent them both in the personal injury matter. Under the terms of the agreement, respondent was to receive a contingent fee of 20% of any settlement and the Larsons would be responsible for all costs. Respondent's contingency fee agreement failed to inform the Larsons whether costs for which they would be responsible would be deducted before or after the contingent fee is calculated as required by Rule 1.5(c), Minnesota Rules of Professional Conduct (MRPC).

3. Mervyn D. was driving and potentially bore some fault for the accident, which could create a claim for Mervyn L. against Mervyn D. Therefore, there was a significant risk that respondent's representation of one Larson would be materially limited by her responsibilities to the other Larson. This constitutes a concurrent conflict of interest under Rule 1.7(a)(2), MRPC.

4. Despite the concurrent conflict, respondent failed to obtain the Larsons' informed consent to the potential conflict, confirmed in writing. *See* Rule 1.7(a) and (b)(4), MRPC.

5. During the course of the representation, Mervyn D. was the primary point of contact for both Larsons. Mervyn D. had difficulties contacting respondent either by

telephone or in person. Respondent frequently failed to return telephone calls and voicemails from Mervyn D. seeking such status updates. Respondent's failure to respond to Mervyn D.'s repeated telephone calls required Mervyn D. to visit respondent's law office unannounced in the hope she would be available to meet with him.

6. Throughout the representation, Mervyn D. stopped by respondent's office almost weekly when he happened to be passing by. This lasted a couple years.

7. On the occasions when Mervyn D. was able to connect with respondent either by telephone or in person at her law office, respondent would make excuses for the delay of the Larsons' matter, frequently blaming Great West Casualty Company (Great West) for failing to respond to her purported repeated communications. As detailed below, respondent's statements to Mervyn D. that she was awaiting responsive communications from Great West were knowingly false. To the contrary, it was Great West who had been attempting, largely without success, to contact respondent throughout her representation of the Larsons.

8. Between June 2014 and May 2020, respondent performed little identifiable work on the Larsons' matter despite receiving from the Larsons medical records and other information enabling her to act on their behalf.

9. Pursuant to an investigative subpoena from the Director, Great West provided claim status notes (claim notes) which were contemporaneously maintained during the pendency of the Larsons' claim by G.G., the Great West insurance adjuster assigned to the Larsons' claim against its insured. The claim notes documented all communications sent to and received by Great West relative to the Larsons' claim between June 4, 2014, to September 21, 2020, encompassing the complete period of respondent's representation of the Larsons.

10. The claim notes show that respondent first contacted Great West on August 20, 2014, approximately two months after she was retained by the Larsons.

During that telephone conversation, respondent informed G.G. she would obtain and forward to him the Larsons' medical records.

11. Between October 10, 2014, and November 2, 2015, G.G. unsuccessfully attempted to reach respondent by telephone nine times (leaving eight voicemails) and sent her four emails repeatedly requesting her to contact G.G. Respondent failed to respond to any of these communications and messages despite having in her possession at all relevant times G.G.'s full contact information.

12. On November 2, 2015, respondent answered a telephone call from G.G. and promised to send him on an expedited basis the Larsons' medical records which she claimed she had recently received. By this time, however, respondent had the Larsons' medical records for at least one year.

13. On November 9, 2015, G.G. called respondent and again requested the Larsons' medical records. Respondent told him that she was "getting the package ready to go right now." She failed to provide Great West or G.G. the Larsons' medical records as promised and never provided those records to Great West or G.G.

14. After November 9, 2015, respondent stopped working on the Larsons' matter and stopped communications with the Larsons and G.G. Between December 2015 and August 2017, G.G. called respondent 11 additional times, leaving numerous messages requesting respondent to return his calls. Respondent failed to respond to any of G.G.'s messages. On November 17, 2016, G.G. emailed respondent stating, "Do you still represent Mervyn D. Larson and Mervyn L. Larson? Please extend the courtesy of a response." Respondent did not respond to G.G.'s email.

15. On August 2, 2017, G.G. emailed respondent stating, "I have made numerous phone calls to you with no response. Do you still represent Mervyn Larson regarding an accident on 5/20/14? Please respond." Respondent did not respond to G.G.'s email.

16. In addition to failing to communicate with Great West to advance the Larsons' case and failing to communicate with the Larsons between December 2015 and August 2017, respondent failed to do anything to further advance the Larsons' case.

17. Nonetheless, at some point in late 2018 or early 2019, respondent informed Mervyn D. that the Larsons' matter was "with the court" and that she was awaiting the court's issuance of a scheduling order. Respondent's statement to Mervyn D. that the Larsons' matter was "with the court" was knowingly false as respondent had not prepared or filed anything related to the Larsons with any court at that time and, at no time during respondent's representation of the Larsons, was respondent awaiting any court's issuance of a scheduling order.

18. In or around 2018 – 2019, Mervyn D. visited the local state courthouse to view his matter on a court computer. Mervyn D. was unable to locate any case filed on behalf of the Larsons. Mervyn D. showed up unannounced to respondent's office and asked respondent about the discrepancy. Respondent informed him that the state court judges were exceedingly busy, and the case would, therefore, be handled by the federal court in Fargo, North Dakota. Respondent's statement to Mervyn D. that the Larsons' matter would be handled by the federal court in Fargo, North Dakota, was knowingly false. The true reason the case did not appear on the court records is because respondent never filed the Larsons' matter with any court and contrary to respondent's representation, the Larsons' matter was never removed to federal court.

19. At some point during the representation, respondent and Mervyn D. discussed potential settlement offers to propose to Great West. Respondent informed Mervyn D. that she had sent a \$1.3 million settlement offer to Great West, which Great West had rejected with a counteroffer of \$350,000. At no point during respondent's representation of the Larsons had respondent communicated any settlement offers to Great West on the Larsons' behalf. Further, at no point during respondent's representation of the Larsons had Great West rejected any settlement offers from

respondent or proposed any counteroffers. Respondent's statements to Mervyn D. that she had conveyed a settlement offer to Great West and that Great West had rejected that offer and provided a counteroffer were therefore knowingly false.

20. Pursuant to Minn. Stat. § 541.05, the statute of limitations for a personal injury claim arising out of an automobile accident is six years from the date of the accident. The Larsons were, therefore, required to file a civil complaint no later than May 20, 2020, to preserve their right to recovery for their injuries.¹

21. On May 19, 2020, one day prior to the presumptive expiration of the statute of limitations on the Larsons' claim, respondent filed with the Norman County District Court a summons and complaint on behalf of the Larsons.

22. Respondent failed to review with the Larsons the content of the complaint prior to filing. Respondent also failed to keep the Larsons reasonably informed about the status of the matter, including failing to provide the Larsons with a copy of the complaint after its filing and failing to inform the Larsons she had filed the complaint on their behalf.

23. In Minnesota, a third party is not permitted to maintain a direct action against an insurer for actions committed by an insured. *See Camacho v. Todd & Leiser Homes*, 706 N.W.2d 49, 56 (Minn. 2005). Despite this common-law prohibition, respondent named Great West, the insurer for the driver responsible for the automobile accident in Larsons' May 19, 2020, complaint. Respondent's decision to file a direct action against Great West shows a lack of knowledge and thoroughness necessary to competently represent the Larsons.

24. Respondent further prepared an affidavit for the signature of "Mervyn Larson" seeking *in forma pauperis* status (IFP affidavit) for waiver of the requisite filing

¹ On April 15, 2020, Gov. Tim Walz signed into law HF 4556, which temporarily suspended statutes of limitations on district and appellate court matters. *See* Act of Apr. 15, 2020, Ch. 74, Art. 1, § 16.

fee. The IFP affidavit was written in first-person with a signature block for “Mervyn Larson” reflecting the statements as averred by one or both Larsons.

25. Immediately above the signature block on the IFP affidavit was the following bolded statement:

By signing this Affidavit, I am certifying that these statements are true under penalty of perjury. I understand that if I provide false information on the form it may lead to criminal charges. I understand that failure to execute the form or failure to provide information or requested records may result in denial of my motion to proceed In Forma Pauperis. I am authorizing that the facts contained in this Affidavit may be verified by any means required.

(Bold in original.)

26. On May 19, 2020, respondent affixed to the IFP affidavit the electronic signature of “Mervyn Larson.” Respondent did not designate which Mervyn Larson (father or son) purportedly signed the document. Respondent affixed the electronic signature knowing neither Larson had reviewed or approved the content of the IFP affidavit and knowing neither Larson had authorized respondent to sign either of their names on documents on their behalf.

27. Respondent did not indicate on the IFP affidavit that she had signed it on the Larsons’ behalf, nor did respondent indicate on the IFP affidavit that it was not signed by either Larson.

28. On May 19, 2020, respondent electronically filed the IFP affidavit with the court. Based upon this IFP affidavit, the court granted the requested IFP status on May 21, 2020, thereby eliminating the requirement that the Larsons pay a filing fee for the complaint. By filing with the court, a document that purported to be signed by “Mervyn Larson” as his personal averments when respondent knew that not to be the case, respondent filed documents with the court that she knew to be false and/or misleading.

29. On May 19, 2020, respondent sent a summons and complaint to the defendants and requested the defendants waive personal service pursuant to Rule 4.05, Minn. R. Civ. Proc. Rule 4.05, Minn. R. Civ. Proc., required respondent to allow the defendants 30 days to return the waiver of service. A defendant is not required to return a signed waiver of service and the only consequence for failing to do so is potential liability for the initiating party's subsequent service and associated attorneys' fees. *See* Rule 4.05(b), Minn. R. Civ. Proc. If a signed waiver of service is not returned from a defendant, service has not been perfected and the initiating party must seek an alternative means of acceptable service of the summons and complaint.

30. The defendants did not return a signed waiver of service within 30 days. Respondent thereafter took no action to effectuate service of the Larsons' complaint or contact the defendants to inquire about the status of the waivers of service.

31. By letter to respondent dated June 15, 2020, the Larsons terminated representation and requested their client file. Respondent failed to provide the Larsons with their client file.

32. Mervyn D. requested his client file in subsequent communications. Respondent failed to respond to these requests and failed to provide the Larsons with their client file.

33. At the time the Larsons terminated representation, they were still unaware respondent had filed a civil complaint on their behalf on May 19, 2020, and filed an IFP affixing their signature on an affidavit on May 19, 2020.

34. At the time of termination, the Larsons still had not received a copy of the complaint and were still unaware that service of that complaint had not been perfected.

35. Following termination, respondent again failed to provide the Larsons with any information relative to the status of their matter. Specifically, respondent still did not inform the Larsons she had filed a complaint on their behalf when she had filed

that complaint (not when she previously stated she did) or that service of the complaint had not been effectuated.

36. On July 20, 2020, the Larsons filed an ethics complaint against respondent with the Director's Office.

37. Respondent filed her motion to withdraw on September 1, 2020, 78 days after the Larsons had terminated her services. Waiting 78 days after termination of representation to file a motion to withdraw is neither prompt nor reasonable to protect the clients' interests.

38. On September 11, 2020, in response to the Larsons' complaint, respondent provided the Larsons with a copy of the May 19, 2020, summons and complaint in their matter, along with limited other file materials.

39. On September 16, 2020, the court granted respondent's motion to withdraw. Mervyn D. thereafter retained a different lawyer and the Larsons' personal injury claim was resolved by settlement with Great West in late 2020.

40. Respondent's conduct in failing to take any action on the Larsons' behalf to advance their case, and failing to make reasonable efforts to expedite litigation consistent with the interests of the client, including failing to provide Great West with medical records and information necessary for it to evaluate the Larsons' case for settlement despite Great West's multiple requests for such records and information and failing to take any action to effectuate service of the Larsons' complaint after not receiving signed waivers of service from the defendants, violated Rules 1.1, 1.3, and 3.2, MRPC.

41. Respondent's conduct in naming the insurer, Great West, as a defendant in the Larsons' May 19, 2020, complaint violated Rule 1.1, MRPC.

42. Respondent's failure to keep the Larsons apprised of the status of their matter and her failure to promptly respond to Mervyn D.'s reasonable requests for status information violated Rule 1.4(a)(3)-(4), MRPC.

43. Respondent's failure to discuss with the Larsons the content of the civil complaint she had prepared on their behalf prior to filing it, failure to inform the Larsons she had filed the civil complaint, and failure to discuss with the Larsons the fact she had not received signed waivers of service and the impact thereof violated Rule 1.4(a)(2)-(3) and (b), MRPC.

44. Respondent's failure to include within her June 2, 2014, contingency fee agreement with the Larsons language clarifying whether costs were to be deducted before or after the contingent fee is calculated violated Rule 1.5(c), MRPC.

45. Respondent's conduct in representing one Larson when there was a significant risk that the representation would be materially limited by her responsibilities to the other Larson without obtaining informed consent confirmed in writing violated Rule 1.7(a)(2), MRPC.

46. Respondent's failure to provide the Larsons with their complete client file upon request following their termination of representation, failure to inform the Larsons that she had filed a civil complaint on their behalf and that it needed to be served, and failure to otherwise take any action to protect the Larsons' legal interests upon termination including, but not limited to, timely withdrawing from their matter, violated Rules 1.15(c)(4) and 1.16(d), MRPC.

47. Respondent's conduct in affixing the electronic signature of "Mervyn Larson" to the May 19, 2020, IFP affidavit as a declarant under penalty of perjury and without prior express permission of the Larsons and despite knowing neither Larson had reviewed or approved the affidavit and without indicating on the IFP affidavit that she, and not either Larson, had electronically signed it and thereafter filing the IFP affidavit with the court violated Rules 3.3(a)(1), 4.1, and 8.4(c) and (d), MRPC.

48. Respondent's conduct in making knowingly false statements to Mervyn D. that she was awaiting responsive communications from Great West, that the Larsons' matter was "with the court," that venue for the Larsons' matter had changed

to federal court, and that she had sent to Great West a settlement offer and had received a counteroffer violated Rules 4.1 and 8.4(c), MRPC.

SECOND COUNT

False Statements to the District Ethics Committee Investigator & the Director

49. On July 20, 2020, the Larsons filed an ethics complaint against respondent, and the matter was assigned for investigation to the Fourteenth District Ethics Committee (DEC).

50. On October 14, 2020, during the DEC's investigation of the Larsons' complaint, respondent provided the DEC investigator with a compact disc (CD) containing what she asserted was her entire Larson case file.

51. Among the documents respondent submitted to the DEC was a document entitled "Larson log," which consisted of a list of several dates on which respondent purportedly communicated with the Larsons and Great West between June 4, 2014, and March 2, 2020. Respondent's "Larson log" indicated that, between that timeframe, she sent to Great West three letters (including the September 1, 2015, demand letter and a May 9, 2016, letter re-sending that prior demand letter) and telephoned Great West 23 times. Respondent's statements in the "Larson log" were knowingly false. There were no settlement demand letters from respondent in 2015 or 2016.

52. Respondent made only one telephone call to Great West during her representation of the Larsons, not 23 telephone calls as respondent claimed she made in her "Larson log."

53. Respondent falsely stated to the DEC investigator in her "Larson log" that she re-sent her prior settlement demand letter to Great West on May 9, 2016. In truth, on May 24, 2016, Great West was still waiting for a settlement demand from respondent. Respondent's claims in the "Larson log" were knowingly false.

54. On October 14, 2020, respondent submitted to the DEC a document respondent claimed was the settlement demand letter she sent to Great West on

September 1, 2015 (and which her “Larson log” indicates she re-sent to Great West on May 9, 2016). Respondent’s document proposed settlement in the amounts of \$1 million for Mervyn D. and \$500,000 for Mervyn L.

55. In a January 22, 2021, letter to the Director following the conclusion of the DEC investigation, respondent wrote, in pertinent part,

Early on in this matter I have [sic] contact with Insurance Company in this matter and had requested the limit on the policy as I had informed him [G.G.] what they were seeking in a phone call. Based upon being told in a phone call from the insurance company a demand letter was drafted requesting the amount for both clients.

56. On August 26, 2021, the Director met with respondent via Zoom. During that meeting with the Director, respondent again asserted that she sent a settlement demand letter on September 1, 2015, to Great West, and further stated that she had received a responsive counteroffer from Great West.

57. Respondent’s claims to the Director were knowingly false. During respondent’s representation of the Larsons, respondent never sent to Great West any written or oral settlement demands from respondent nor did Great West ever propose to respondent any counteroffer. Respondent’s statements to the DEC and to the Director that she had sent a settlement demand letter on September 1, 2015, to Great West; that she had orally made a settlement demand prior to sending to Great West a settlement demand letter on September 1, 2015; and that she had received from Great West a counteroffer were material and knowingly false.

58. Respondent fabricated the document and “Larson log” documents contained within her October 14, 2020, submission to the DEC.

59. Respondent’s conduct in making knowingly false statements of material fact to the DEC and to the Director and fabricating documents she later submitted to the DEC during its investigation of a disciplinary complaint against her violated Rules 8.1(a), and 8.4(c) and (d), MRPC.

WHEREFORE, the Director respectfully prays for an order of this Court imposing appropriate discipline, awarding costs and disbursements pursuant to the Rules on Lawyers Professional Responsibility, and for such other, further or different relief as may be just and proper.

Susan M. Humiston

Humiston, Susan
Apr 16 2023 7:20 PM

SUSAN M. HUMISTON
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PROFESSIONAL RESPONSIBILITY
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and

Joseph A. Ambroson

Ambroson, Joseph
Apr 13 2023 5:20 PM

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STIPULATION

FILED

May 5, 2023

**OFFICE OF
APPELLATE COURTS**

FILE NO. _____

STATE OF MINNESOTA

IN SUPREME COURT

In Re Petition for Disciplinary Action
against JULIE L. BRUGGEMAN,
a Minnesota Attorney,
Registration No. 0317305.

**STIPULATION FOR FILING
PETITION FOR DISCIPLINARY
ACTION AND FOR DISCIPLINE**

THIS STIPULATION is entered into by and between Susan M. Humiston,
Director of the Office of Lawyers Professional Responsibility (Director), and Julie L.
Bruggeman, attorney (respondent).

WHEREAS, respondent has concluded it is in respondent's best interest to enter
into this stipulation,

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and
between the undersigned as follows:

1. Pursuant to Rule 10(a), Rules on Lawyers Professional Responsibility
(RLPR), respondent agrees to the immediate filing of a petition for disciplinary action
(petition) in the Minnesota Supreme Court. Pursuant to the Rules on Lawyers
Professional Responsibility, the parties agree to dispense with further proceedings
under Rule 14, RLPR, and respondent agrees to the immediate disposition of this matter
by the Minnesota Supreme Court under Rule 15, RLPR.

2. Respondent understands that upon the filing of this stipulation and the
petition, this matter will be of public record.

3. It is understood that respondent has certain rights pursuant to Rule 14,
RLPR. Respondent waives these rights, which include the right to a hearing before a
referee on the petition; to have the referee make findings and conclusions and a

recommended disposition; to contest such findings and conclusions; and to a hearing before the Supreme Court upon the record, briefs, and arguments.

4. Respondent accepts service of the petition, waives the right to answer and unconditionally admits the allegations of the petition.

5. Respondent understands that based upon these admissions, this Court may impose any of the sanctions set forth in Rule 15(a)(1) - (9), RLPR, including making any disposition it deems appropriate. Respondent understands that by entering into this stipulation, the Director is not making any representations as to the sanctions the Court will impose.

6. The Director and respondent join in recommending that the appropriate discipline is a 90-day suspension pursuant to Rule 15, RLPR. The suspension shall be effective 14 days from the date of the Court's suspension order. The reinstatement hearing provided for in Rule 18, RLPR, is not waived. Reinstatement is also conditioned upon: (1) payment of \$900 in costs pursuant to Rule 24(d), RLPR; (2) compliance with Rule 26, RLPR; (3) successful completion of the professional responsibility examination pursuant to Rule 18(e); and (4) satisfaction of the continuing legal education requirements pursuant to Rule 18(e), RLPR.

7. This stipulation is entered into by respondent freely and voluntarily, without any coercion, duress or representations by any person except as contained herein.

8. Respondent acknowledges receipt of a copy of this stipulation.

9. Respondent has been advised by the undersigned counsel concerning this stipulation and these proceedings generally.

IN WITNESS WHEREOF, the parties executed this stipulation on the dates indicated below.

Susan M. Humiston

Humiston, Susan
May 2 2023 14:23:04

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Dated: May 4, 2023.

Julie L. Bruggeman
JULIE L. BRUGGEMAN
RESPONDENT
Attorney No. 0317305

Dated: May 4, 2023.

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MEMORANDUM

The Director considered a longer suspension as the misconduct in this matter involved dishonesty both in the underlying matter as well as during the Director's investigation. Respondent has offered mitigation, including extreme stress arising from her marriage and concerns regarding her physical safety during this time, which adversely impacted many parts of her life. The court's case law indicates that extreme personal turmoil (like mental health issues and other psychological disorders) can provide mitigation for passive misconduct such as lack of diligence but is less probative regarding active misconduct, such as dishonesty. *See e.g., In re Mayne*, 783 N.W.2d 153, 161 (Minn. 2010) (stating psychological disorders are only considered as mitigating factors for intentional misconduct, if the lawyer has proven all of the *Weyhrich* factors). On balance, the Director believes that a 90-day suspension, with the requirement of a reinstatement hearing, is the appropriate discipline in this matter. Respondent requests the opportunity to provide further information under seal regarding mitigation if requested by the court.