

FILED

Aug 19, 2021

Disciplinary
Board

Docket # 096

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

TOM YOUNGJOHN,
Lawyer (Bar No. 24170).

Proceeding No. 19#00064

ODC File No(s). 17-01896

STIPULATION TO REPRIMAND

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Reprimand is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through Disciplinary Counsel Sachia Stonefeld Powell, Respondent's Counsel Anne I. Seidel, and Respondent lawyer Tom Youngjohn.

Respondent understands that they are entitled under the ELC to a hearing, to present exhibits and witnesses on their behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that they are entitled under the ELC to appeal the outcome of a hearing to the Disciplinary Board, and, in certain cases, the Supreme Court. Respondent further understands that a hearing and appeal could result in an outcome more favorable or less favorable to them. Respondent chooses to resolve this proceeding

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

3 **I. ADMISSION TO PRACTICE**

4 1. Respondent was admitted to practice law in the State of Washington on November 10,
5 1994.

6 **II. STIPULATED FACTS**

7 2. A.A., who is originally from Egypt, came to the United States as the spouse of an H1B
8 Visa holder.

9 3. A.A.'s immigration status was dependent on A.A.'s husband's H1B Visa. A.A. was
10 not eligible for a work permit.

11 4. While in the United States, A.A. alleged that A.A.'s husband sexually assaulted A.A.
12 and filed a petition for dissolution.

13 5. In late 2014, A.A. hired Respondent to represent A.A. to obtain residency in the United
14 State through an I-918 Petition for U Nonimmigrant Status, or "U Visa", which is available for
15 victims of certain crimes.

16 6. During one of their first meetings, A.A. told Respondent that A.A. was essentially
17 homeless and was staying with a local family who had taken A.A. in.

18 7. During the representation, Respondent told A.A. that if Respondent had an open
19 position for a secretary in Respondent's office Respondent would hire A.A., but that Respondent
20 couldn't cover A.A.'s salary.

21 8. On one occasion Respondent texted A.A. offering A.A. a job.

22 9. When A.A. did not respond, Respondent called A.A. the next day.

1 10. During the call, A.A. told Respondent that A.A. was helping the family who had taken
2 A.A. in and therefore could not work elsewhere.

3 11. Following the call, Respondent sent A.A. the following text message:

4 If you make the mistake of saying "yes" to me in a week, and if you pass all the
5 tests, then you must promise, before saying yes, that if I ask you back the next day,
6 or the day after, or anytime sooner than a week you must promise to say "no", and
7 mean it. The tests will stop you, hopefully, but if they don't, well, I can only go
8 bankruptcy once every seven years. I could not afford you coming to my office
9 more than once a week. So, if you make the mistake of a lifetime and say "yes"
10 to me in a week, remember, you promised to say "no" to coming to my office more
11 often than once a week. Promised!

12 12. Respondent also added: "I reserve the right, at no extra cost to me, to keep you for an
13 extra hour and Drive you home."

14 13. Respondent also sent A.A. the following text message:

15 Not even Your decision. There's a test. Can you follow directions, or not. The
16 only decision you get to make is collecting \$90 at the door. A booby prize, in
17 advance, for failing the test. (Unless you pass the test, and decide to stay, for \$30
18 more, in which case you will make me a very poor man. You should be ashamed.)

19 14. The following day, Respondent texted A.A." "Haven't I scared you away yet? You
20 know it's not like marriage."

21 15. During a telephone conversation on December 21, 2016, Respondent offered A.A.
22 money in exchange for sex.

23 16. Respondent told A.A. that A.A. should not tell anyone about Respondent's offer.

24 17. In January 2017, A.A. hired lawyer Gabriella Schneck to represent A.A. in the
immigration matter.

18. In December 2017, Respondent refunded the attorney fees that A.A. had paid
Respondent, prior to being asked to do so.

1 19. Respondent has consistently admitted to his communications with A.A. but has also
2 consistently asserted that Respondent was only propositioning A.A. for sex so that A.A., whom
3 Respondent claims had repeatedly asked Respondent for a job, would find the offer for sex to be
4 morally repugnant, and that would prevent A.A. from continuing to ask Respondent for work.

5 20. Respondent deeply regrets the decision to attempt to deter A.A. by offering A.A.
6 money for sex. Since this incident occurred, Respondent has been extremely cautious in his
7 interactions with female clients and has not flirted with any or made any statements that could be
8 construed as being of a sexual nature.

9 III. STIPULATION TO MISCONDUCT

10 21. By making sexual comments and extending sexual invitations to A.A., Respondent
11 violated RPC 1.7(a)(2) and RPC 1.8(j)/RPC 8.4(a) (attempt).

12 IV. PRIOR DISCIPLINE

13 22. In 2013, Respondent received a reprimand for violations of RPC 1.2(a), RPC 1.5(f)(2),
14 RPC 1.8(h)(2), RPC 1.15A(c)(2), and 1.16(a)(3). The reprimand stemmed from Respondent's
15 placement of a client's advance fee in Respondent's general account and then, after the client
16 terminated Respondent, delayed withdrawing from the case for months because Respondent
17 didn't have the money to make a refund.

18 V. APPLICATION OF ABA STANDARDS

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

21 24. ABA Standard 4.3 applies to the duty to avoid conflicts of interest:

22 4.31 **Disbarment** is generally appropriate when a lawyer, without the informed
23 consent of client(s):

- 1 (a) engages in representation of a client knowing that the lawyer's
2 interests are adverse to the client's with the intent to benefit the lawyer or
3 another, and causes serious or potentially serious injury to the client; or
4 (b) simultaneously represents clients that the lawyer knows have
5 adverse interests with the intent to benefit the lawyer or another, and causes
6 serious or potentially serious injury to a client; or
7 (c) represents a client in a matter substantially related to a matter in
8 which the interests of a present or former client are materially adverse, and
9 knowingly uses information relating to the representation of a client with
10 the intent to benefit the lawyer or another and causes serious or potentially
11 serious injury to a client.

12 4.32 **Suspension** is generally appropriate when a lawyer knows of a conflict of
13 interest and does not fully disclose to a client the possible effect of that conflict,
14 and causes injury or potential injury to a client.

15 4.33 **Reprimand** is generally appropriate when a lawyer is negligent in
16 determining whether the representation of a client may be materially affected by
17 the lawyer's own interests, or whether the representation will adversely affect
18 another client, and causes injury or potential injury to a client.

19 4.34 **Admonition** is generally appropriate when a lawyer engages in an isolated
20 instance of negligence in determining whether the representation of a client may
21 be materially affected by the lawyer's own interests, or whether the representation
22 will adversely affect another client, and causes little or no actual or potential injury
23 to a client.

24 25. Respondent acted knowingly.

26. Respondent's conduct caused A.A. significant emotional distress.

27. The presumptive sanction is suspension.

28. The following aggravating factors apply under ABA Standard 9.22:

- 29 (a) prior disciplinary offenses [reprimanded in 2013 for violations of RPC 1.2,
30 1.5, 1.8 and 1.15A]; and
31 (i) substantial experience in the practice of law [admitted in 1994].

32 29. The following mitigating factors apply under ABA Standard 9.32:

- 33 (c) personal or emotional problems [see Confidential Addendum to
34 Stipulation to Reprimand];
35 (d) timely good faith effort to make restitution or to rectify consequences of
36 misconduct;

- 1 (g) character or reputation; and
2 (l) remorse.

3 30. A significant mitigating factor is the contribution this stipulation makes to the efficient
4 and effective operation of the lawyer discipline system, considering the effect the COVID-19
5 public health emergency has had on disciplinary resources and the orderly processing of
6 disciplinary matters.

7 31. Based on the factors set forth above, the presumptive sanction should be mitigated to
8 a reprimand.

9 **VI. STIPULATED DISCIPLINE**

10 32. The parties stipulate that Respondent shall receive a reprimand.

11 **VII. CONDITIONS OF PROBATION**

12 33. Respondent will be subject to probation for a period of one year beginning when this
13 stipulation receives final approval and shall comply with the specific probation terms set forth
14 below:

- 15 a) **Sexual harassment prevention training:** Respondent shall have two one-hour
16 consultations with Kristina Moris, via Zoom (or similar format) or by phone, with
17 respect to sexual harassment issues. Respondent shall contact Moris to schedule the
18 consultations within 90 days after the final approval of this stipulation. The two
19 consultations shall take place no later than six months after the final approval of this
20 stipulation. Moris can be reached at (646) 912-9311 or <http://wafirm.com/>. Within
21 two weeks of this consultation, Respondent shall provide proof to the Office of
22 Disciplinary Counsel of the meeting(s) in the form of a written statement that includes
23 the date, time, and a brief summary of the consultation. Respondent authorizes Moris
24 to report immediately to ODC if Respondent fails to comply with any requirements
or terms but otherwise, all of Respondent's communications with Moris are
confidential
- b) Respondent agrees to pay all costs in connection with the sexual harassment
prevention training.
- c) **Ethics consultation:** Respondent agrees to a telephone consultation and/or meeting
with Arthur J. Lachman for up to one hour total regarding the conduct giving rise to
this grievance and compliance with the RPC. The consultation(s) shall occur within

1 four months after the final approval of this stipulation. Within two weeks of this
2 consultation, Respondent shall provide proof to the Office of Disciplinary Counsel of
3 the meeting(s) in the form of a written statement that includes the date, time, and a
4 brief summary of the consultation. Respondent authorizes Lachman to report
5 immediately to ODC if Respondent fails to comply with any requirements or terms
6 but otherwise, all of Respondent's communications with Lachman are confidential.

- 7
- 8 d) Respondent agrees to pay all costs in connection with the ethics consultation.
- 9 e) Respondent has not attempted to initiate contact with A.A. since she obtained new
10 counsel in January 2017. Respondent agrees he will likewise not initiate contact with
11 A.A. including, but not limited to, personal, verbal, telephonic, electronic, written, or
12 contact through a third party, for the period of probation. ODC will ask A.A. not to
13 initiate any contact with Respondent including, but not limited to, personal, verbal,
14 telephonic, electronic, written, or contact through a third party, for the period of
15 probation.

16 VIII. RESTITUTION

17 34. Respondent voluntarily refunded all the money that A.A. paid him, prior to any request
18 that he do so. Consequently, no restitution is owed.

19 IX. COSTS AND EXPENSES

20 35. Respondent shall pay attorney fees and administrative costs of \$721.73 (\$221.73 for
21 ELC 13.9(b) costs and \$500 for ELC 13.9(c) expenses) in accordance with ELC 13.9(i). The
22 Association will seek a money judgment under ELC 13.9(l) if these costs are not paid within 60
23 days of approval of this stipulation.

24 X. VOLUNTARY AGREEMENT

36. Respondent states that prior to entering into this Stipulation they have consulted
independent legal counsel regarding this Stipulation, that Respondent is entering into this
Stipulation voluntarily, and that no promises or threats have been made by ODC, the Association,
nor by any representative thereof, to induce the Respondent to enter into this Stipulation except
as provided herein.

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

3 XI. LIMITATIONS

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

9 39. This Stipulation is not binding upon ODC or the respondent as a statement of all
10 existing facts relating to the professional conduct of the respondent lawyer, and any additional
11 existing facts may be proven in any subsequent disciplinary proceedings.

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


18 41. Under ELC 3.1(b), all documents that form the record before the Hearing Officer for
19 his or her review become public information on approval of the Stipulation by the Hearing
20 Officer, unless disclosure is restricted by order or rule of law.

21 42. If this Stipulation is approved by the Hearing Officer, it will be followed by the
22 disciplinary action agreed to in this Stipulation. All notices required in the Rules for Enforcement
23 of Lawyer Conduct will be made. Respondent represents that, in addition to Washington,


1 Respondent also is admitted to practice law in the following jurisdictions, whether current status
2 is active, inactive, or suspended: none.

3 43. If this Stipulation is not approved by the Hearing Officer, this Stipulation will have no
4 force or effect, and neither it nor the fact of its execution will be admissible as evidence in the
5 pending disciplinary proceeding, in any subsequent disciplinary proceeding, or in any civil or
6 criminal action.

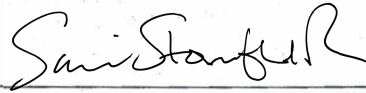
7 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
8 Reprimand as set forth above.

9 
10 _____
Tom Youngjohn, Bar No. 24170
Respondent

Dated: 08/06/2021

11 
12 _____
Anne I. Seidel, Bar No. 22742
Counsel for Respondent

Dated: 8/6/21

13 
14 _____
Sachia Stonefeld Powell, Bar No. 21166
Disciplinary Counsel

Dated: 8/6/2021