

FILED

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DISCIPLINARY BOARD

BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

YONG J. HAN,

Lawyer (Bar No. 26825).

Proceeding No. 11#00051

STIPULATION TO REPRIMAND

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Reprimand is entered into by the Washington State Bar Association (Association), through disciplinary counsel Natalea Skvir, Respondent lawyer Yong J. Han, and Respondent's counsel Leland G. Ripley.

Respondent understands that he is entitled under the ELC to a hearing, to present exhibits and witnesses on his behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that he is 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 him. Respondent chooses to resolve this proceeding now by entering into the following stipulation to facts, misconduct and sanction to avoid the risk, time, and expense attendant to further proceedings.

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1 **I. ADMISSION TO PRACTICE**

2 1. Respondent was admitted to practice law in the State of Washington on June 11,
3 1997. The Washington Supreme Court suspended his license to practice for three years,
4 effective June 25, 2009, following disciplinary proceedings. He has not applied for
5 reinstatement to active status.

6 **II. STIPULATED FACTS**

7 2. At the beginning of 2008, Respondent was practicing law in Seattle under the firm
8 name, "HJ Law, Ltd." (the firm). He was the director and sole owner of the firm.

9 3. At the time, Respondent had several employees, including Kevin Y. Choi (Choi),
10 a legal assistant/office manager.

11 4. Prior to 2008, Choi had worked at another law firm where, at times, he processed
12 paperwork for clients' immigration matters.

13 5. In 2007, Respondent had been the subject of disciplinary proceedings regarding
14 his handling of his trust account and client funds. In re Yong J. Han, Proceeding No.
15 06#00042.

16 6. In February 2008, the Hearing Officer in that matter entered his Findings of Fact,
17 Conclusions of Law, and Recommendation that Respondent be disbarred.

18 7. Recognizing that he would likely be disbarred or suspended for three years when
19 the disciplinary proceedings were completed, Respondent began the process of seeking other
20 employment after the Hearing Officer's decision was filed.

21 8. Respondent instructed his employees, including Choi, that no immigration cases
22 should be accepted because they would not likely be completed before the Supreme Court
23 imposed its disciplinary sanction.

1 9. In spring 2008, Respondent sent letters to the firm's clients informing them that
2 he was taking a new job in the private sector and no longer worked at the firm. The letter
3 stated that clients could choose to have the firm's remaining staff complete their cases or
4 choose to hire new counsel.

5 10. Respondent arranged for another lawyer he had hired, Douglas Prestrud, to
6 assume responsibility for the cases of clients who chose to remain with the firm.

7 11. In May 2008, Hyunsik Kong (Kong), a Korean national who worked for Korean
8 Airlines in Seattle, contacted the firm to ask whether it could help him in obtaining a "green
9 card," and he spoke with Choi.

10 12. Choi told Kong the firm could handle the matter for a \$5,000 fee.

11 13. In June 2008, Kong signed a fee agreement with the firm for \$5,000, but the
12 agreement did not describe the fee as non-refundable or earned on receipt, and Kong
13 understood it to be an advance flat fee.

14 14. Choi signed the fee agreement on Respondent's behalf and told Kong what
15 documents he should bring to the office to start the process of obtaining the green card.

16 15. Respondent began working for WeMade Entertainment in a capacity unrelated to
17 the practice of law in June or July of 2008.

18 16. Respondent was not in the office at the time Kong visited, never met Kong, and
19 Choi did not tell him that Kong was a client of the firm.

20 17. On or about June 18, 2008, Kong returned to the firm with an initial payment of
21 \$2,500 in the form of a check made out to "HJ Law."

22 18. This check was not deposited in the firm's trust account, but into its general
23 account.

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1 19. On or about January 7, 2009, Kong met Choi at the firm and gave him a check for
2 \$1,000 made out to "HJ Law" with the notation, "Attorney fee (2nd)."

3 20. This check was not deposited into either of the firm's accounts; rather, Choi
4 personally negotiated it and kept the proceeds.

5 21. In the interval between the two payments, Kong had difficulty reaching Choi and,
6 when he asked to meet with Respondent, he was told that Respondent was "unavailable."

7 22. Choi performed little or no work on Kong's legal matter and filed no papers on
8 his behalf; Kong received no written communication from the firm, no copies of any
9 documents generated by the firm, no accounting of the fees he had advanced, and no results.

10 23. In January 2009, Choi changed the corporate registration for HJ Law to list
11 himself as President and Registered Agent for the firm. He did so without Respondent's
12 knowledge or approval.

13 24. On June 18, 2009, Kong wrote to the firm and asked for his documents and
14 payments to be returned and, on July 28, 2009, he again contacted Choi requesting that his
15 documents be returned.

16 25. After receiving no response to either request, Kong filed a grievance against
17 Respondent on or about July 20, 2010.

18 26. Although Respondent did not maintain a regular physical presence at the firm
19 after he started work for WeMade Entertainment, he remained the sole owner of the firm, it
20 continued in operation at the same address until late 2009, and its registration with the
21 Washington Secretary of State's Corporations Division did not expire until July 31, 2011.

22 27. After being informed that the \$2,500 check had been deposited to the firm's
23 account, Respondent mailed a personal check for that amount to Kong in November 2010,
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1 with a letter in which he apologized for Kong's experience with the firm, said he had been
2 unaware of it but stated the ultimate responsibility was his own.

3 III. STIPULATION TO MISCONDUCT

4 28. By failing to make reasonable efforts to ensure that his firm had in effect
5 measures giving reasonable assurance that Choi's conduct was compatible with Respondent's
6 own professional obligations, Respondent violated RPC 5.3(a).

7 IV. PRIOR DISCIPLINE

8 29. On June 18, 2009, the Supreme Court ordered that Respondent be suspended from
9 practice for three years, effective June 25, 2009, to be followed by a two-year probationary
10 period after his reinstatement. This sanction was imposed due to Respondent's failure to
11 maintain records for his trust accounts and his failure to pay some of his firm's personal
12 injury clients all of the settlement funds due them after subrogated claims were resolved.

13 V. APPLICATION OF ABA STANDARDS

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

16 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in
17 conduct that is a violation of a duty owed as a professional with the intent to
obtain a benefit for the lawyer or another, and causes serious or potentially
serious injury to a client, the public, or the legal system.

18 7.2 Suspension is generally appropriate when a lawyer knowingly engages in
19 conduct that is a violation of a duty owed as a professional and causes injury or
potential injury to a client, the public, or the legal system.

20 7.3 Reprimand is generally appropriate when a lawyer negligently engages in
conduct that is a violation of a duty owed as a professional and causes injury or
potential injury to a client, the public, or the legal system.

21 7.4 Admonition is generally appropriate when a lawyer engages in an
22 isolated instance of negligence that is a violation of a duty owed as a
professional, and causes little or no actual or potential injury to a client, the
23 public, or the legal system.

24 31. Respondent's failure to properly supervise Choi was negligent.

1 32. Kong was injured in that he paid for legal services that were not provided and he did
2 not receive a complete refund of the fees he paid.

3 33. The presumptive sanction is reprimand.

4 34. The following aggravating factors apply under ABA Standards Section 9.22:

5 (a) prior disciplinary offenses (described above); and

6 (i) substantial experience in the practice of law: Respondent was admitted in 1997.

7 35. The following mitigating factor applies under ABA Standards Section 9.32:

8 (d) timely good faith effort to make restitution or to rectify consequences of
9 misconduct.

10 36. It is an additional mitigating factor that Respondent has agreed to resolve this matter
11 at an early stage of the proceedings.

12 37. On balance, the aggravating and mitigating factors do not require a departure from
13 the presumptive sanction.

14 VI. STIPULATED DISCIPLINE

15 38. Respondent agrees to a stipulation to reprimand.

16 VII. RESTITUTION

17 39. Respondent agrees to pay restitution to Kong in the amount of \$1,000 plus 12%
18 simple interest calculated from July 20, 2010, the date Kong filed his grievance. Said
19 amount shall be paid within 30 days of the date on which this Stipulation is approved.
20 Reinstatement from the suspension ordered by the Supreme Court, effective June 25, 2009, is
21 conditioned on full payment of this restitution, with interest.

22 VIII. COSTS AND EXPENSES

23 40. In light of Respondent's willingness to resolve this matter by stipulation at an
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1 early stage of the proceedings, Respondent shall pay reduced attorney fees and administrative
2 costs of \$500 in accordance with ELC 13.9(i). The Association will seek a money judgment
3 under ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation.
4 Reinstatement from suspension or disbarment is conditioned on payment of costs.

5 **IX. VOLUNTARY AGREEMENT**

6 41. Respondent states that prior to entering into this Stipulation he has consulted
7 independent legal counsel regarding this Stipulation, that Respondent is entering into this
8 Stipulation voluntarily, and that no promises or threats have been made by the Association,
9 nor by any representative thereof, to induce the Respondent to enter into this Stipulation
10 except as provided herein.

11 **X. LIMITATIONS**

12 42. This Stipulation is a compromise agreement intended to resolve this matter in
13 accordance with the purposes of lawyer discipline while avoiding further proceedings and the
14 expenditure of additional resources by the Respondent and the Association. Both the
15 Respondent lawyer and the Association acknowledge that the result after further proceedings
16 in this matter might differ from the result agreed to herein.

17 43. This Stipulation is not binding upon the Association or the respondent as a
18 statement of all existing facts relating to the professional conduct of the respondent lawyer,
19 and any additional existing facts may be proven in any subsequent disciplinary proceedings.

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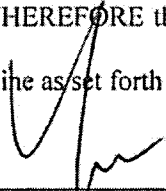
1 appropriate sanction to be imposed in other cases; but, if approved, this Stipulation will be
2 admissible in subsequent proceedings against Respondent to the same extent as any other
3 approved Stipulation.

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

7 46. If this Stipulation is approved by the Hearing Officer, it will be followed by the
8 disciplinary action agreed to in this Stipulation. All notices required in the Rules for
9 Enforcement of Lawyer Conduct will be made.


10 47. If this Stipulation is not approved by the Hearing Officer, this Stipulation will
11 have no force or effect, and neither it nor the fact of its execution will be admissible as
12 evidence in the pending disciplinary proceeding, in any subsequent disciplinary proceeding,
13 or in any civil or criminal action.

14 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation
15 to Discipline as set forth above.

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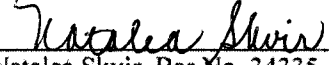
Yong J. Man, Bar No. 26825
Respondent

Dated: 11.07.12

18 

Leland G. Ripley, Bar No. 6266
Counsel for Respondent

Dated: 11/7/12

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Natalea Skvir, Bar No. 34335
Disciplinary Counsel

Dated: 11/7/12