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Disciplinary
Board

Docket # 015

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DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

GREGORY SCOTT HOOVER,
Lawyer (Bar No. 28049).

Proceeding No. 20#00051

ODC File No. 19-00715

STIPULATION TO 30 DAY SUSPENSION

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to 30 Day Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Henry Cruz, Respondent's Counsel Ralph E. Cromwell, and Respondent lawyer Gregory Scott Hoover.

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 June 30, 1998.

5 **II. STIPULATED FACTS**

6 2. On November 28, 2017, Wei Neng Chen was arrested during a drug seizure
7 operation in Grays Harbor County, Washington.

8 3. On November 30, 2017, Wei Neng Chen was charged in Grays Harbor County
9 Superior Court Case Number 17-1-00609-14 with one count of illegally manufacturing marijuana.

10 4. Wei Neng Chen's primary language is Taishanese and secondary language is
11 Cantonese.

12 5. On December 1, 2017, Wei Neng Chen appeared at a hearing in the case.

13 6. At the December 1, 2017 hearing, Wei Neng Chen told the court, through a
14 Mandarin interpreter, that he spoke only "a little" Mandarin and that his primary language was
15 Taishanese. The interpreter then told the court, "the Toishanese dialect is not certified or
16 registered in the State of Washington." A Cantonese interpreter was also present at that hearing.
17 The Cantonese interpreter understood Taishanese but did not speak it fluently. While assisting in
18 the interpretation during the hearing, the Cantonese interpreter told the court that Wei Neng Chen
19 said "he d[id]n't understand what was going on," that the Cantonese interpreter "tried to explain
20 it to" Wei Neng Chen, but that Wei Neng Chen "ke[pt] indicating that he didn't understand what's
21 going on."

22 7. Wei Neng Chen has testified that his limited ability to speak Mandarin was not
23 sufficient for him to hold a conversation or understand legal terms.

1 8. After December 1, 2017, the court never utilized a Mandarin interpreter in the case.

2 9. At a hearing on December 4, 2017, the court utilized a Taishanese interpreter, Xiao
3 Hui Chen, from Portland, Oregon, to communicate with Wei Neng Chen.

4 10. On or about December 11, 2017, Wei Neng Chen met Respondent. They
5 communicated through Minjing Ma, a fellow inmate of Wei Neng Chen and a current client of
6 Respondent at the time who speaks Taishanese.

7 11. After that meeting, most of Respondent's communications with Wei Neng Chen
8 were through a Mandarin interpreter who was either Respondent's spouse and paralegal, Fawn
9 Hoover, or through another attorney, Cissy Wang, in his office who also speak Mandarin.

10 12. On or about December 11, 2017, Wei Neng Chen hired Respondent for the criminal
11 matter.

12 13. At some point thereafter, Wei Neng Chen also hired Respondent for a related civil
13 forfeiture matter.

14 14. On December 13, 2017, Respondent entered his notice of appearance in Wei Neng
15 Chen's criminal matter.

16 15. On December 20, 2017, the prosecutor sent Respondent an initial offer of 30 days
17 jail time and six months of community custody in exchange for Wei Neng Chen's guilty plea to
18 the single count.

19 16. Shortly after receiving the 30-day offer, Respondent, through a Mandarin interpreter,
20 advised Wei Neng Chen not to accept or reject the offer at that time. Respondent did not
21 communicate to Wei Neng Chen the risks of not accepting the 30-day offer.

22 17. At the time of the discussions referenced in paragraph 16, Respondent had received
23 406 pages of what eventually would be over 20,000 pages of discovery produced by the Grays

1 Harbor prosecution. Of the 406 pages, only four pages reference Wei Neng Chen.

2 18. In mid-May of 2018, Respondent received an offer from the County to settle the
3 civil forfeiture matter.

4 19. On May 22, 2018, Respondent emailed the prosecutor in Wei Neng Chen's criminal
5 matter to ask whether the State was willing to improve its 30-day offer if Wei Neng Chen accepted
6 the offer in the civil forfeiture matter.

7 20. On May 24, 2018, the prosecutor informed Respondent that the State would not
8 improve the 30-day offer at that time and that it was considering charging Wei Neng Chen with
9 multiple counts and with possible school zone enhancements, all of which carried the possibility
10 of longer sentences.

11 21. Respondent failed to adequately explain to Wei Neng Chen the possibility of
12 additional charges and longer sentences if the 30-day offer was not accepted.

13 22. On June 15, 2018, the prosecutor withdrew the 30-day offer.

14 23. Respondent failed to adequately advise Wei Neng Chen to accept the 30-day offer
15 between the time it was made and the time it was withdrawn.

16 24. On June 15, 2018, the prosecutor sent Respondent an offer of one year in jail in
17 exchange for Wei Neng Chen's guilty plea to the single count.

18 25. The prosecutor told Respondent that if the one-year offer were not accepted, the
19 State would file amended charges of five counts of manufacturing marijuana, with three school
20 zone enhancements, all of which carried a possible maximum sentence of 11 years in prison.

21 26. Thereafter, on multiple occasions, Respondent advised Wei Neng Chen to accept the
22 one-year offer. On all but one of these occasions, Respondent used a Mandarin interpreter to
23 communicate with Wei Neng Chen.

1 27. Wei Neng Chen rejected the one-year offer.

2 28. On August 6, 2018, the State filed an amended information, charging Wei Neng
3 Chen with five counts of manufacturing marijuana, three of which carried school zone
4 enhancements.

5 29. Wei Neng Chen's trial began on August 14, 2018.

6 30. Respondent arranged for a Cantonese interpreter at Wei Neng Chen's trial.

7 31. On August 15, 2018, during the second day of trial, Respondent told the court that
8 he had just learned that Wei Neng Chen had said to others that he understood "maybe up to 70
9 percent" of what the Cantonese interpreter was saying to him at trial. Respondent also told the
10 court at that time that Wei Neng Chen "speaks Taishanese."

11 32. On that same day during trial, Respondent also told the court that Respondent knew
12 of only one Taishanese interpreter in Washington and Oregon, and that a Cantonese interpreter
13 was "the best that we can deal with."

14 33. On August 16, 2018, the jury found Wei Neng Chen guilty of all counts.

15 34. Prior to the sentencing hearing, Wei Neng Chen terminated Respondent's
16 representation and hired lawyer Brent Hart.

17 35. Hart secured either a Taishanese or Cantonese interpreter for all meetings with Wei
18 Neng Chen and a Taishanese interpreter for all remaining hearings in the criminal matter.

19 36. The Taishanese interpreter used by Hart was Xiao Hui Chen, who is the same
20 Taishanese interpreter used by the court at the December 4, 2017 hearing.

21 37. On September 21, 2018, Hart filed a motion for new trial alleging ineffective
22 assistance of counsel by Respondent.

23 38. At a hearing on the motion for new trial on December 20, 2018, Respondent testified

1 that, prior to the State's withdrawal of the 30-day settlement offer, his advice to Wei Neng Chen
2 about not accepting the settlement offer did not change.

3 39. On May 17, 2019, the court granted Wei Neng Chen's motion for new trial and set
4 aside the convictions. Respondent was not a party to this proceeding and was not entitled to
5 question or call witnesses.

6 40. In granting the motion for new trial, the court made the following findings:

- 7 a) Respondent "never advised [Wei Neng Chen] to accept the 30-day offer."
- 8 b) Respondent "never advised [Wei Neng Chen] as to the benefits of the State's 30-
9 day offer."
- 10 c) Respondent "never advised [Wei Neng Chen] as to ... the risks of rejecting [the
11 30-day] offer."
- 12 d) Respondent "did not hire a [Taishanese] or Cantonese interpreter" in advising Wei
13 Neng Chen on multiple occasions to accept the one-year offer; instead, Respondent
14 "utilized Mandarin speakers employed by his office as interpreters
15 ([Respondent]'s wife, Fawn Hoover and [Respondent's] associate Cissy Wang)."
- 16 e) Wei Neng Chen's "ability to speak Mandarin was not sufficient for him to
17 understand the case against him or to communicate offers made by the State."
- 18 f) Respondent "should have utilized a [Taishanese] or at the very least a Cantonese
19 interpreter" when communicating with Wei Neng Chen about the criminal matter.
- 20 g) Respondent's representation of Wei Neng Chen was "deficient and fell below the
21 objective standard of care."
- 22 h) There was a "reasonable probability that [Wei Neng Chen] would have accepted
23 the 30-day offer had he received effective representation."

1 i) Respondent's ineffective assistance prejudiced Wei Neng Chen.

2 41. The court granted Wei Neng Chen 90 days to accept the 30-day offer.

3 42. Wei Neng Chen timely accepted the 30-day offer.

4 43. Wei Neng Chen was convicted of one count, the other counts being dismissed, and
5 sentenced to 30 days confinement with credit for time served.

6 **III. STIPULATION TO MISCONDUCT**

7 44. By failing to arrange for a Taishanese interpreter in Wei Neng Chen's court
8 proceedings, Respondent violated RPC 1.3.

9 45. By failing to communicate the risks of not accepting the 30-day plea offer to Wei Neng
10 Chen and by failing to communicate with Wei Neng Chen in a language the client fully
11 understood, Respondent violated RPC 1.4.

12 **IV. PRIOR DISCIPLINE**

13 46. Respondent has no prior disciplinary record.

14 **V. APPLICATION OF ABA STANDARDS**

15 47. The following American Bar Association Standards for Imposing Lawyer Sanctions
16 (1991 ed. & Feb. 1992 Supp.) apply to this case:

17 **4.4 Lack of Diligence**

18 4.41 Disbarment is generally appropriate when:

- 19 (a) a lawyer abandons the practice and causes serious or potentially serious
20 injury to a client; or
21 (b) a lawyer knowingly fails to perform services for a client and causes serious
22 or potentially serious injury to a client; or
23 (c) a lawyer engages in a pattern of neglect with respect to client matters and
causes serious or potentially serious injury to a client.

24 **4.42 Suspension is generally appropriate when:**

- (a) **a lawyer knowingly fails to perform services for a client and causes
injury or potential injury to a client, or**
(b) **a lawyer engages in a pattern of neglect and causes injury or potential
injury to a client.**

1 4.43 Reprimand is generally appropriate when a lawyer is negligent and does
2 not act with reasonable diligence in representing a client, and causes injury
or potential injury to a client.

3 4.44 Admonition is generally appropriate when a lawyer is negligent and does not act
4 with reasonable diligence in representing a client, and causes little or no actual or potential
injury to a client.

5 48. Respondent's conduct was knowing.

6 49. Wei Neng Chen suffered actual injury by being deprived of information necessary to
7 make an informed choice about the 30-day plea offer and by being subject to a trial conducted in
a language that Chen did not fully understand.

8 50. The presumptive sanction is suspension.

9 51. The following aggravating factors apply under ABA Standard 9.22:

10 (d) multiple offenses;

11 (i) substantial experience in the practice of law [admitted in 1998].

12 52. The following mitigating factors apply under ABA Standard 9.32:

13 (a) absence of a prior disciplinary record;

14 (b) absence of a dishonest or selfish motive;

15 (g) character or reputation.

16 53. It is an additional mitigating factor that Respondent has agreed to resolve this matter
17 at an early stage of the proceedings.

18 54. On balance, the aggravating and mitigating factors do not require a departure from the
19 presumptive sanction but justify a short suspension.

20 VI. STIPULATED DISCIPLINE

21 55. The parties stipulate that Respondent shall receive a 30-day suspension.

22 VII. RESTITUTION

23 56. Respondent shall pay restitution by refunding \$15,000 to Wei Neng Chen, which

1 represents the full fees Wei Neng Chen paid to Respondent. Reinstatement from suspension is
2 conditioned on payment of restitution under ELC 13.7.

3 **VIII. COSTS AND EXPENSES**

4 57. In light of Respondent's willingness to resolve this matter by stipulation at an early
5 stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$750 in
6 accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if
7 these costs are not paid within 30 days of approval of this stipulation. Reinstatement from
8 suspension is conditioned on payment of costs under ELC 13.9.

9 **IX. OTHER CONDITIONS OF REINSTATEMENT**

10 **Continuing Legal Education**

11 58. Prior to reinstatement, Respondent shall complete a minimum of 12 credit hours of
12 continuing legal education courses, at Respondent's own expense, in the area of client
13 communication and criminal law and procedure.

14 59. Prior to reinstatement, Respondent shall provide evidence of attendance at such
15 courses to disciplinary counsel. Proof of attendance shall include the program brochure, evidence
16 of payment, and a written statement that includes the date and time of attendance.

17 **Ethics Consultation**

18 60. Prior to reinstatement, Respondent agrees to an ethics consultation with a legal ethics
19 expert agreed upon by disciplinary counsel and Respondent's counsel regarding the conduct
20 giving rise to this grievance, including the use of interpreters with clients.

21 61. Prior to reinstatement, Respondent shall provide proof to disciplinary counsel of the
22 meeting in the form of a written statement that includes the date, time, and a brief summary of
23 the consultation.

1 62. Respondent agrees to pay all costs in connection with the ethics consultation.

2 **X. VOLUNTARY AGREEMENT**

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

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

10 **XI. LIMITATIONS**

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

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

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


1 subsequent disciplinary proceedings against Respondent to the same extent as any other approved
2 Stipulation.

3 68. Under ELC 9.1(d)(4), the Disciplinary Board reviews a stipulation based solely on the
4 record agreed to by the parties. Under ELC 3.1(b), all documents that form the record before the
5 Board for its review become public information on approval of the Stipulation by the Board,
6 unless disclosure is restricted by order or rule of law.


7 69. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will
8 be followed by the disciplinary action agreed to in this Stipulation. All notices required in the
9 Rules for Enforcement of Lawyer Conduct will be made. Respondent represents that, in addition
10 to Washington, Respondent also is admitted to practice law in the following jurisdictions, whether
11 current status is active, inactive, or suspended: Oregon and New York.

12 70. If this Stipulation is not approved by the Disciplinary Board and Supreme Court, this
13 Stipulation will have no force or effect, and neither it nor the fact of its execution will be
14 admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary
15 proceeding, or in any civil or criminal action.


1 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation to
2 30 Day Suspension as set forth above.

3 
4 _____
5 Gregory Scott Hoover, Bar No. 28049
6 Respondent

Dated: 01/20/2021

7 
8 _____
9 Ralph E. Cromwell, Bar No. 11784
10 Counsel for Respondent

Dated: 20 Jan 2021

11 
12 _____
13 Henry Cruz, Bar No. 38799
14 Disciplinary Counsel

Dated: 01/20/2021