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DISCIPLINARY
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BEFORE THE
DISCIPLINARY BOARD
OF THE
WASHINGTON STATE BAR ASSOCIATION

In re

KHANH CONG TRAN,

Lawyer (Bar No. 30538).

Proceeding No. 14#00064

STIPULATION TO DISBARMENT

Under Rule 9.1 of the Rules for Enforcement of Lawyer Conduct (ELC), [and following a settlement conference conducted under ELC 10.12(h)], the following Stipulation to disbarment is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Francesca D'Angelo, Respondent's Counsel Stephen C. Smith and Respondent lawyer Khanh CongTran.

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

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

3 Respondent wishes to stipulate to disbarment without affirmatively admitting the facts
4 and misconduct in this stipulation, rather than proceed to a public hearing. Respondent agrees
5 that if this matter were to proceed to a public hearing, there is a substantial likelihood that ODC
6 would be able to prove, by a clear preponderance of the evidence, the facts and misconduct in
7 this stipulation, and that these will be deemed proved in any subsequent disciplinary proceeding
8 in any jurisdiction.

9 I. ADMISSION TO PRACTICE

10 1. Respondent Khanh Cong Tran was admitted to the practice of law in the State of
11 Washington on November 14, 2000.

12 II. FACTS

13 2. At all relevant times, Respondent worked with the Tran Law Group under a fee-
14 sharing arrangement. Respondent had no ownership interest in Tran Law Group, which was
15 owned by lawyer Timothy Tran. As part of this arrangement, the Tran Law Group referred
16 personal injury cases to Respondent if the cases were likely to be litigated. Respondent's
17 agreement with the Tran Law Group was that any contingency fees obtained pursuant to the
18 client's fee agreements with the Tran Law Group would be split on a 50/50 basis. If the case
19 settled, Respondent was responsible for preparing the settlement statements, and disbursing the
20 settlement funds from his trust account.

21 Client RP¹

22 _____
23 ¹ Client names are identified by initials in order to protect their privacy.

1 3. Respondent represented Client RP in a personal injury matter. RP's fee agreement
2 provided for a contingency fee of 33.33 % of the net recovery after all medical expenses were
3 deducted, or 40% of the net recovery after the case entered into the litigation phase.

4 4. In January 2012, Respondent settled RP's case for \$15,000, after the case had
5 entered into the litigation phase.

6 5. Respondent placed the settlement funds in his trust account.

7 6. Respondent prepared a settlement statement that deducted \$5,801.38 in medical liens
8 and \$944.72 in costs from the settlement proceeds. The settlement statement listed attorney's
9 fees as \$3,301.56 and the net disbursement to RP as \$4,952.34.

10 7. On or about January 20, 2012, Respondent issued a check to RP for \$4,952.34 in
11 accordance with the settlement statement.

12 8. Respondent did not pay the medical liens.

13 9. Between January 20, 2012 and March 29, 2014, Respondent disbursed \$10,047.66 to
14 himself and/or Tran Law Group from RP's settlement funds.

15 10. Respondent and/or Tran Law Group were entitled to, at most, 40 percent of the net
16 settlement, or \$4,679.45.

17 11. Respondent took at least \$5,368.21 without RP's authorization, knowledge or
18 consent.

19 12. Respondent took all or part of the \$5,368.21 for his own use.

20 13. Respondent did not provide RP an accurate written accounting after distributing
21 RP's settlement funds from his trust account.

22 Client THN

23 14. Respondent represented Client THN in a personal injury matter. THN's fee
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1 agreement provided for a contingency fee of 33.33 % of the net recovery after all medical
2 expenses were deducted, or 40% of the net recovery after the case entered into the litigation
3 phase.

4 15. In or around December 2011, Respondent settled THN's case for \$15,788.95, after
5 the case had entered into the litigation phase.

6 16. Respondent placed the settlement funds in his trust account.

7 17. Respondent prepared a settlement statement which deducted \$6,650.33 in "medical
8 subrogation liens" from the settlement proceeds as follows:

9 Merchant's Credit Union - \$3,017.48
10 TriMed Ambulance - \$752.85
11 Delridge Chiropractic - \$2,880.00

12 18. The settlement statement listed attorney's fees as \$3,419.80 and the net disbursement
13 to THN as \$5,129.70.

14 19. On or about December 9, 2011, Respondent disbursed \$5,129.70 to THN in
15 accordance with the settlement statement.

16 20. Respondent disbursed only \$2,182.52 to Merchant's Credit Union and only \$2,400
17 to Delridge Chiropractic. Respondent did not disburse any funds to TriMed Ambulance.

18 21. Between December 9, 2011 and December 22, 2011, Respondent disbursed
19 \$6,076.73 to himself and/or Tran Law Group from THN's settlement funds.

20 22. Respondent and/or Tran Law Group was only entitled to, at most, 40 percent of the
21 net settlement or \$4,181.43.

22 23. Respondent disbursed the remaining \$1,895.30 to himself and/or Tran Law Group
23 without THN's authorization, knowledge or consent.

24 24. Respondent took all or part of the \$1,895.30 for his own use.

1 25. Respondent did not provide THN an accurate written accounting after distributing
2 THN's settlement funds from his trust account.

3 Client AMN

4 26. Respondent represented Client AMN in a personal injury matter. AMN's fee
5 agreement provided for a contingency fee of 33.33 % of the net recovery after all medical
6 expenses were deducted, or 40% of the net recovery after the case entered into the litigation
7 phase.

8 27. In or around July 2012, Respondent settled AMN's case for \$8,200, after the case
9 had entered into the litigation phase.

10 28. Respondent placed the settlement funds in his trust account.

11 29. Respondent prepared a settlement statement, which deducted a \$3,359.00
12 subrogation lien for State Farm Insurance from the settlement proceeds.

13 30. The settlement statement listed attorneys' fees as \$1,936.40 and AMN's net
14 disbursement as \$2,421.25.

15 31. On or about July 6, 2012, Respondent disbursed \$2,421.25 to AMN in accordance
16 with the settlement statement.

17 32. Respondent did not pay State Farm's subrogation lien, or inform AMN that he had
18 not done so.

19 33. Between July 6, 2012 and October 26, 2012, Respondent disbursed a total of
20 \$5,788.75 to himself and/or Tran Law Group.

21 34. Respondent and/or Tran Law Group was entitled to, at most, 40 percent of AMN's
22 net settlement, or \$1,936.40 in fees and \$483.35 in costs.

23 35. Respondent disbursed at least \$3,369.00 to himself and/or Tran Law Group without
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1 AMN's authorization, knowledge or consent.

2 36. Respondent took all or part of the \$3,369.00 for his own use.

3 37. Respondent did not provide AMN an accurate written accounting after distributing
4 AMN's settlement funds from his trust account.

5 Client AZ

6 38. Respondent represented Client AZ in a personal injury matter. AZ's fee agreement
7 provided for a contingency fee of 33.33 % of the net recovery after all medical expenses were
8 deducted, or 40% of the net recovery after the case entered into the litigation phase.

9 39. The fee agreement provided that AZ would be responsible for "attorney's lien from
10 former counsel, if any."

11 40. On or about July 30, 2012, Respondent settled AZ's case for \$18,000, after the case
12 had entered into the litigation phase.

13 41. Respondent placed the settlement funds in his trust account.

14 42. Respondent prepared a settlement statement that deducted costs of \$777.54, a DSHS
15 lien of \$698.24, and \$350 for AZ's prior attorney from the settlement proceeds.

16 43. The settlement statement listed attorneys' fees as \$6,920.70 and the net disbursement
17 to AZ as \$9,253.52.

18 44. On July 18, 2011, Respondent paid AZ \$9,253.52 in accordance with the settlement
19 statement.

20 45. On or about July 18, 2011, Respondent paid only \$460.84 to Health Care Authority
21 in payment of the DSHS lien.

22 46. Respondent did not disburse any funds to AZ's prior attorney.

23 47. On July 18, 2011, Respondent disbursed a total of \$8,285.64 to himself and/or Tran
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1 Tran Law Group.

2 48. Respondent and/or Tran Law Group was entitled to, at most, 40% of AZ's net
3 settlement, or \$7,015.66 in fees and \$777.54 in costs.

4 49. Respondent disbursed at least \$492.44 to himself and/or Tran Law Group without
5 AZ's knowledge or consent.

6 50. Respondent took all or part of the \$492.44 for his own use.

7 51. Respondent did not provide AZ an accurate written accounting after distributing
8 AZ's settlement funds from his trust account.

9 Client HVN

10 52. Respondent represented Client HVN in a personal injury matter. HVN's fee
11 agreement provided for a contingency fee of 33.33 % of the net recovery after all medical
12 expenses were deducted, or 40% of the net recovery after the case entered into the litigation
13 phase.

14 53. On July 20, 2011, Respondent settled HVN's case for \$20,000, after the case had
15 entered into the litigation phase.

16 54. Respondent placed the settlement funds in his trust account.

17 55. State Farm Insurance had placed a \$9,614.29 subrogation lien on HVN's settlement
18 proceeds, but agreed to reduce its lien to \$6,061.15.

19 56. Respondent prepared a settlement statement that deducted \$9,614.29 from the
20 settlement proceeds for State Farm's medical lien, not \$6,061.15.

21 57. Respondent did not inform HVN that State Farm had agreed to reduce its medical
22 lien.

23 58. On or about July 28, 2011, Respondent disbursed \$6,576.81 to HVN in accordance
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1 with the settlement statement.

2 59. On July 28, 2011, Respondent disbursed \$6,061.15 to State Farm and a total of
3 \$7,362.04 to himself and/or Tran Law Group.

4 60. Of this amount, Respondent and/or Tran Law Group was entitled to, at most, 40% of
5 HVN's net settlement, or \$5,575.54 in fees and \$520.99 in costs.

6 61. Respondent disbursed at least \$1,265.51 to himself and/or Tran Law Group from
7 HVN's settlement without HVN's authorization, knowledge, or consent.

8 62. Respondent took all or part of the \$1,265.51 for his own use.

9 63. Respondent did not provide HVN an accurate written accounting after distributing
10 HVN's settlement funds from his trust account.

11 Clients AT, THH, and LKB

12 64. Respondent represented Client AT and her family members, THH and LKB, in a
13 personal injury matter. AT's fee agreement provided for a contingency fee of 33.33 % of the net
14 recovery after all medical expenses were deducted, or 40% of the net recovery after the case
15 entered into the litigation phase.

16 65. The fee agreement stated that "the attorney's lien will be included in the attorney's
17 fee – office costs waived."

18 66. In or around October 2011, Respondent settled AT, LKB and THH's case for a total
19 of \$43,000, before the cases had entered into the litigation phase.

20 67. Respondent placed the settlement funds in his trust account.

21 68. Respondent prepared settlement statements for AT, THH and LKB. The settlement
22 statements deducted \$19,856.97 from the settlement funds for a medical subrogation lien owed
23 to Safeco Insurance.

1 69. According the settlement statements, costs for AT, THH and LKB totaled \$972.81.
2 70. The total costs included a lien to AT, THH and LKB's prior attorney for \$267.
3 71. According to the settlement statements, the total net disbursement for all three clients
4 was \$14,780.90.
5 72. The settlement statements listed the total attorney's fee as \$7,389.32.
6 73. Between October 6 and October 10, 2011, Respondent disbursed a total of
7 \$15,047.90 to AT, LKB and THH in accordance with the settlement statement.
8 74. Respondent disbursed only \$12,789.25 to Safeco for its medical subrogation liens.
9 75. On October 10, 2011, Respondent disbursed a total of \$14,895.85 fees to himself
10 and/or the Tran Law Group.
11 76. Respondent and/or Tran Law Group were only entitled to, at most, 33% of AT, THH
12 and LKB's net settlement, or \$10,069.24.
13 77. Respondent disbursed at least \$4,826.61 to himself and/or Tran Law Group without
14 AT, LKB or THH's authorization, knowledge or consent.
15 78. Respondent took all or part of the \$4,826.61 for his own use.
16 79. Respondent did not provide AT, LKB, or THH an accurate written accounting after
17 distributing their settlement funds from his trust account.

18 Clients CL and DP

19 80. Respondent represented Clients CL and DP in a personal injury matter. CL and
20 DP's fee agreement provided for a contingency fee of 33.33 % of the net recovery after all
21 medical expenses were deducted or 40% of the net recovery after the case entered into the
22 litigation phase.
23 81. In June 2012, Respondent settled CL and DP's cases for \$19,800, after the case had
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1 entered into the litigation phase.

2 82. Respondent prepared a settlement statement that deducted medical liens of \$7,810.69
3 from the settlement proceeds.

4 83. The settlement statement listed attorney's fees as \$4,795.72 and stated that CL and
5 DP would receive \$6,573.92.

6 84. On June 6, 2012, Respondent placed two settlement checks totaling \$19,800 in his
7 trust account.

8 85. On June 8, 2012, Respondent disbursed \$3,711.72 to himself from CL and DP's
9 settlement funds.

10 86. At the time that Respondent disbursed \$3,711.72 to himself, the deposit of these
11 funds had not yet cleared the banking system.

12 87. On June 28, 2012, one of the settlement checks, for \$13,550.00 was returned by the
13 bank.

14 88. On June 13, 2012, Respondent disbursed \$6,573.92 to CL and DP in accordance
15 with the settlement statement. The same day, Respondent disbursed \$4,331.39 to Tran Law
16 Group and \$602.04 to himself.

17 89. The check to the Tran Law Group was returned because there were insufficient funds
18 in Respondent's trust account.

19 90. On June 30, 2012, Respondent re-issued the \$4,331.39 check to Tran Law Group.

20 91. On June 13, 2012, Respondent disbursed only \$4,580.93 in payment of the medical
21 liens.

22 92. Respondent disbursed a total of \$8,645.15 to himself and/or Tran Law Group.

23 93. Respondent and/or Tran Law Group was entitled to, at most, 40% of the net
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1 settlement or \$ 6,087.63 in fees and \$619.67 in costs.

2 94. Respondent disbursed at least \$1,937.85 to himself and/or Tran Law Group without
3 CL or DP's knowledge or consent.

4 95. Respondent took all or part of the \$1,937.85 for his own use.

5 96. Respondent did not provide CL or DP an accurate written accounting after
6 distributing CL and DP's settlement funds from his trust account.

7 Client PN

8 97. Respondent represented Client PN in a personal injury matter. PN's fee agreement
9 provided for a contingency fee of 33.33 % of the net recovery after all medical expenses were
10 deducted, or 40% of the net recovery after the case entered into the litigation phase.

11 98. In April 2012, Respondent settled PN's case for \$8,500, before the case had entered
12 into the litigation phase.

13 99. Respondent prepared a settlement statement, which deducted a medical lien of
14 \$4,252.00 to Farmers Insurance from the settlement proceeds.

15 100. The settlement statement listed attorneys' fees at \$1,415.85 and the net
16 disbursement to PN at \$2,832.15.

17 101. On April 19, 2012, Respondent disbursed \$2,832.15 to PN in accordance with
18 the settlement statement.

19 102. Respondent disbursed only \$2,775.19 to Farmers Insurance.

20 103. Respondent disbursed a total of 2,892.66 to himself and/or Tran Law Group.

21 104. Respondent and/or Tran Law Group was entitled to, at most, 33 % of PN's net
22 settlement, or \$1,889.19.

23 105. Respondent disbursed at least \$1,003.47 to himself and/or Tran Law Group
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1 without PN's knowledge or consent.

2 106. Respondent took all or part of the \$1,003.47 for his own use.

3 107. Respondent did not provide PN an accurate written accounting after distributing
4 PN's settlement funds from his trust account.

5 Client LV

6 108. Respondent represented Client LV in a personal injury matter.

7 109. The fee agreement that LV signed provided for a contingency fee of 33.33 % of
8 the net recovery after all medical expenses were deducted or 40% of the net recovery after the
9 case entered into the litigation phase.

10 110. In April 2012, Respondent settled LV's case for \$10,000, before the case had
11 entered into the litigation phase.

12 111. Respondent prepared a settlement statement, which deducted \$4,484.43 for a
13 medical lien owed to Progressive Insurance.

14 112. The settlement statement stated Respondent's attorney's fees would be \$1,838.34
15 and that the net disbursement to LV would be \$3,472.13.

16 113. On May 4, 2012, Respondent disbursed \$3,472.13 to LV in accordance with the
17 settlement statement.

18 114. Respondent disbursed only \$2,897.95 to Progressive Insurance.

19 115. On or about May 4, 2014, Respondent disbursed a total of 3,629.92 to himself
20 and/or Tran Law Group.

21 116. Respondent and/or Tran Law Group was entitled to, at most, 33.3 % of LV's net
22 settlement or \$2,367.11.

23 117. Respondent disbursed at least \$1,262.81 to himself and/or Tran Law Group
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1 without LV's knowledge or consent.

2 118. Respondent took all or part of the \$1,262.81 for his own use.

3 119. Respondent did not provide LV an accurate written accounting after distributing
4 LV's settlement funds from his trust account.

5 Trust Account

6 120. From July 1, 2011 through August 13, 2012, Respondent failed to maintain
7 individual client ledgers for his client trust account.

8 121. From July 1, 2011 through August 13, 2012, Respondent failed to reconcile his
9 bank statements to his trust account records.

10 122. On or about May 16, 2012, Respondent withdrew \$9,500 in cash from his trust
11 account for disbursement to a client.

12 **III. STIPULATION TO MISCONDUCT**

13 123. By converting portions of clients' settlement funds to his own use in the RP,
14 THN, HVN, AZ, AT, CL, AMN, PN and LV matters, Respondent violated RPC 1.15A(b) and
15 RPC 8.4(c).

16 124. By failing to provide an accurate written accounting to his clients after
17 distributing their funds from his trust account, Respondent violated RPC 1.15A(e) and RPC 1.4.

18 125. By failing to promptly pay his clients and/or third parties funds which were due
19 them from RP, THN, AMN and AZ's settlement funds held in trust, Respondent violated RPC
20 1.15A(f).

21 126. By failing to maintain complete trust account records as required by RPC 1.15B,
22 Respondent violated RPC 1.15A(h)(2) and 1.15B.

23 127. By failing to reconcile his trust account records with his bank statements,
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1 Respondent violated RPC 1.15A(h)(6).

2 128. By failing to wait until deposits cleared the banking system before making
3 disbursement in the CL matter, Respondent violated RPC 1.15A(h)(7).

4 129. By removing \$9,500 from his trust account in cash, Respondent violated RPC
5 1.15A(h)(5).

6 IV. PRIOR DISCIPLINE

7 130. Respondent has no prior discipline.

8 V. APPLICATION OF ABA STANDARDS

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

11 *4.1 Failure to Preserve the Client's Property*

12 Absent aggravating or mitigating circumstances, upon application of the
13 factors set out in 3.0, the following sanctions are generally appropriate in cases
14 involving the failure to preserve client property:

15 4.11 Disbarment is generally appropriate when a lawyer knowingly converts
16 client property and causes injury or potential injury to a client.

17 4.12 Suspension is generally appropriate when a lawyer knows or should
18 know that he is dealing improperly with client property and causes injury
19 or potential injury to a client.

20 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing
21 with client property and causes injury or potential injury to a client.

22 4.14 Admonition is generally appropriate when a lawyer is negligent in
23 dealing with client property and causes little or no actual or potential
24 injury to a client.

7.0 Violations of Duties Owed as a Professional

Absent aggravating or mitigating circumstances, upon application of the
factors set out in Standard 3.0, the following sanctions are generally appropriate
in cases involving false or misleading communication about the lawyer or the
lawyer's services, improper communication of fields of practice, improper
solicitation of professional employment from a prospective client, unreasonable
or improper fees, unauthorized practice of law, improper withdrawal from
representation, or failure to report professional misconduct.

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- 7.1 Disbarment is generally appropriate when a lawyer knowingly engages in 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.
- 7.2 Suspension is generally appropriate when a lawyer knowingly 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.
- 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.
- 7.4 Admonition is generally appropriate when a lawyer engages in an 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 public, or the legal system.

132. Respondent acted knowingly in converting client funds in the RP, THN, HVN, AZ, AT, CL, AMN, PB and LV matters.

133. Clients RP, THN, HVN, AZ, AT, CL, AMN, BP and LV were injured in that their settlement funds were taken and their creditors were not paid.

134. The presumptive sanction is disbarment.

135. Respondent acted knowingly failing to provide his clients with accurate written accountings after their funds were disbursed from trust.

136. The clients were injured in that they were not informed of the amount of fees Respondent had taken and were not given an opportunity to object to the handling of their settlement funds.

137. The presumptive sanction is suspension.

138. Respondent should have known that he was failing to maintain adequate trust account records or otherwise comply with trust accounting rules by waiting for deposits to clear before disbursing the funds.

139. There was injury to his clients whose funds were placed at risk.

140. The presumptive sanction is suspension.

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

- (d) multiple offenses;
- (i) substantial experience in the practice of law.

142. The following mitigating factors apply under ABA Standard 9.32:

- (a) absence of a prior disciplinary record;
- (s) ~~personal or emotional problems [During the relevant time period, Respondent was suffering from personal problems as stated in Respondent's letter dated [redacted] filed herewith under seal as a confidential addendum].~~

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

144. On balance the aggravating and mitigating factors do not require a departure from the presumptive sanction.

VI. STIPULATED DISCIPLINE

145. The parties stipulate that Respondent shall be disbarred.

VII. RESTITUTION

146. Respondent shall pay restitution as follows:

- \$5,368.21 to RP
- \$1,895.30 to THN
- \$3,369.00 to AMN
- \$492.44 to AZ
- \$1,265.50 to HVN
- \$4,826.61 to AT, TH and LKB

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- \$1,937.85 to CL and DP
- \$1,003.47 to PN
- \$1,262.81 to LV

147. Reinstatement from disbarment is conditioned on payment of restitution.

VIII. COSTS AND EXPENSES

148. In light of Respondent's willingness to resolve this matter by stipulation at an early stage of the proceedings, Respondent shall pay attorney fees and administrative costs of \$1,000 in accordance with ELC 13.9(i). The Association will seek a money judgment under ELC 13.9(l) if these costs are not paid within 30 days of approval of this stipulation. Reinstatement from disbarment is conditioned on payment of costs.

IX. VOLUNTARY AGREEMENT

149. Respondent states that prior to entering into this Stipulation he has 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.

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

X. LIMITATIONS

151. This Stipulation is a compromise agreement intended to resolve this matter in accordance with the purposes of lawyer discipline while avoiding further proceedings and the expenditure of additional resources by the Respondent and ODC. Both the Respondent lawyer

1 and ODC acknowledge that the result after further proceedings in this matter might differ from
2 the result agreed to herein.

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

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


13 154. Under Disciplinary Board policy, in addition to the Stipulation, the Disciplinary
14 Board shall have available to it for consideration all documents that the parties agree to submit
15 to the Disciplinary Board, and all public documents. Under ELC 3.1(b), all documents that
16 form the record before the Board for its review become public information on approval of the
17 Stipulation by the Board, unless disclosure is restricted by order or rule of law.

18 155. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it
19 will be followed by the disciplinary action agreed to in this Stipulation. All notices required in
20 the Rules for Enforcement of Lawyer Conduct will be made.

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

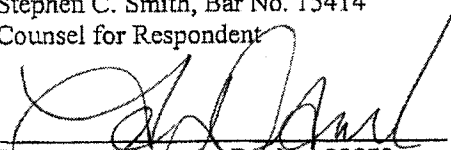
2 WHEREFORE the undersigned being fully advised, adopt and agree to this Stipulation
3 to Discipline as set forth above.

4 
5 Khanh Cong Tran, Bar No. 30538
6 Respondent

Dated: 06/18/2015

7 Stephen C. Smith, Bar No. 15414
8 Counsel for Respondent

Dated: _____

9 
10 Francesca D'Angelo, Bar No. 22979
11 Disciplinary Counsel

Dated: 6/19/2015

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