


FILED  
OCT 13 2016  
DISCIPLINARY  
BOARD

BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

Notice of Reprimand

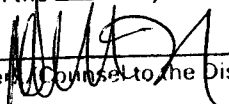
Lawyer Thao Hoang Nguyen, WSBA No. 41882, has been ordered Reprimanded by the following attached documents: Order on Stipulation to reprimand and Stipulation to Reprimand.

WASHINGTON STATE BAR ASSOCIATION

  
\_\_\_\_\_  
Kevin Bank  
Counsel to the Disciplinary Board

CERTIFICATE OF SERVICE

I certify that I caused a copy of the Notice of Reprimand  
to be delivered to the Office of Disciplinary Counsel and to be mailed  
to Mark Wuesten Respondent/Respondent's Counsel  
at 1010 1st Ave S-F. Vancouver, WA 98662 by Certified/first class mail,  
postage prepaid on the 10th day of October, 2016

  
\_\_\_\_\_  
Clerk/Counsel to the Disciplinary Board

FILED  
APR 20 2016  
DISCIPLINARY  
BOARD

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BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re  
**THAO HOANG NGUYEN,**  
Lawyer (Bar No. 41882).

Proceeding No. 15#00017  
**ORDER ON STIPULATION TO  
REPRIMAND**

On review of the April 7, 2016 Stipulation to Reprimand and the documents on file in this matter, IT IS ORDERED that the April 7, 2016 Stipulation to Reprimand is approved.

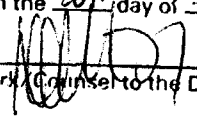
Dated this 19<sup>th</sup> day of April, 2016.



Noah Christian Davis, #30939  
Hearing Officer

CERTIFICATE OF SERVICE

I certify that I caused a copy of the Order on Stip to Reprimand  
to be delivered to the Office of Disciplinary Counsel and to be mailed  
to Mark K. Munster Respondent/Respondent's Counsel  
at 1010 1st St NW, Ste 1000, Seattle, WA 98101 by Certified/first class mail,  
postage prepaid on the 20<sup>th</sup> day of April, 2016.

  
Clerk/Counsel to the Disciplinary Board

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**FILED**  
**APR 20 2016**  
DISCIPLINARY  
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BEFORE THE  
DISCIPLINARY BOARD  
OF THE  
WASHINGTON STATE BAR ASSOCIATION

In re  
**THAO HOANG NGUYEN,**  
Lawyer (Bar No. 41882).

Proceeding No. 15#00017  
ODC File No(s). 12-00896  
STIPULATION TO REPRIMAND

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 Reprimand is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Marsha Matsumoto, Respondent's counsel Mark W. Muenster, and Respondent Thao Nguyen.

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, 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  
5 13, 2009.

6 **II. STIPULATED FACTS**

7 2. At all times relevant to this matter, Respondent was a solo practitioner who primarily  
8 handled personal injury, immigration, and Social Security disability cases.

9 3. Respondent maintained a trust account, ending in 1213, at Bank of America for the  
10 deposit of client funds (trust account).

11 4. During the period February 2011 through March 2014, Respondent delegated to his  
12 non-lawyer assistants the operation of his trust account, including preparing checks, accessing  
13 the account online, and maintaining and reconstructing the records. On some occasions,  
14 Respondent signed blank trust account checks and allowed non-lawyer staff to complete the  
15 checks. Respondent did not provide his non-lawyer staff with adequate training or supervision  
16 on handling client funds or his trust account.

17 ***Trust Account Overdrafts***

18 5. On April 5, 2012, Respondent deposited \$12,700 in settlement funds to his trust  
19 account for client DN. On April 5, 2012, Respondent issued check 1044 in the amount of  
20 \$4,044 to a chiropractor for client DN. On May 1, 2012, check 1044 was presented for payment  
21 against Respondent's trust account. By the time the check was presented, there were  
22 insufficient funds in the trust account to pay the check because Respondent had disbursed DN's  
23 funds on behalf of others during the intervening period. The presentation of check 1044 against  
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1 insufficient funds caused a trust account overdraft in the amount of \$7,639.89. Check 1044 was  
2 dishonored by the bank.

3         6. On April 23, 2012, Respondent deposited a \$13,200 settlement check for client CT  
4 to his trust account. Respondent disbursed some or all of the funds deposited for CT before the  
5 deposit cleared the banking process. On April 26, 2012, the \$13,200 check was returned due to  
6 improper endorsement, causing a trust account overdraft in the amount of \$7,998.89.

7 *Trust Account Records*

8         7. During the period February 15, 2011 through October 31, 2012, Respondent did  
9 not maintain a contemporaneous check register for his trust account, did not maintain  
10 contemporaneous client ledgers for his trust account, did not reconcile a check register to the  
11 bank statements (bank reconciliation) for his trust account, and did not reconcile a check  
12 register to a combined total of client ledgers (client ledger reconciliation) for his trust account.

13         8. On June 12, 2012, ODC referred Respondent to the Association publication,  
14 "Managing Client Trust Accounts: Rules, Regulations, and Common Sense," and to continuing  
15 legal education courses on trust accounting. On September 28, 2012, ODC recommended that  
16 Respondent reconstruct his trust account records.

17         9. On November 12, 2012, Respondent submitted reconstructed records to ODC, but  
18 the reconstructed records did not comply with the requirements of RPC 1.15B.

19         10. During the period November 1, 2012 through March 31, 2014, Respondent did not  
20 maintain a contemporaneous check register for his trust account, did not maintain  
21 contemporaneous client ledgers for his trust account, did not prepare bank reconciliations, and  
22 did not prepare client ledger reconciliations.

1 *Clients NT and JT*

2 11. On May 17, 2011, State Farm Insurance (State Farm) issued two checks, each in  
3 the amount of \$8,000, to settle the uninsured motorist claims of brothers, NT and JT. On May  
4 18, 2011, State Farm issued two checks, each in the amount of \$938.33, as "Hamm fees" for NT  
5 and JT. On May 20, 2011, Respondent deposited the checks, totaling \$17,876.66, to his trust  
6 account.

7 12. On May 20, 2011, Respondent provided NT and JT with settlement statements,  
8 showing that he received \$16,000 in settlement funds. The settlement statements did not show  
9 that Respondent received an additional \$1,876.66 for NT's and JT's cases. Respondent did not  
10 promptly notify NT or JT that he received the additional \$1,876.66.

11 13. The settlement statements showed that Respondent would receive attorney's fees  
12 of \$2,666.67 for each case, for a total of \$5,333.34. Respondent did not provide NT or JT with  
13 written notice of his intent to disburse an additional \$1,876.66 to his law firm.

14 14. On May 20, 2011, Respondent disbursed \$7,210 from his trust account to his law  
15 firm for attorney's fees in NT's and JT's cases. Respondent was not entitled to \$1,251.11 of  
16 this disbursement.

17 15. Respondent did not promptly provide NT or JT with a written accounting after  
18 disbursing the funds from his trust account.

19 16. On June 18, 2014, Respondent refunded \$1,251.11 to NT and JT, and provided an  
20 amended accounting.

21 *Client ML*

22 17. On August 15, 2011, Respondent deposited \$23,000 in settlement funds to his trust  
23 account for client ML.

1 18. According to Respondent's settlement statement, he was entitled to \$7,931.67 in  
2 attorney's fees and costs for ML's case. During the period August 15, 2011 to September 1,  
3 2011, Respondent disbursed \$15,505.33 to his law firm, or \$7,573.66 more than he was entitled  
4 to receive. Respondent did not provide ML with written notice of his intent to disburse the  
5 additional \$7,573.66 to his law firm.

6 19. On August 17, 2011, Respondent disbursed \$7,431.67 to ML and \$63.00 to a  
7 chiropractor. After these disbursements, Respondent was not holding any funds for ML in his  
8 trust account.

9 20. On August 17, 2011, Respondent provided ML with a settlement statement  
10 showing that he would pay \$6,666.67 to MetLife Insurance for a subrogated interest and \$907 to  
11 Seattle Spine and Sports Medicine.

12 21. On August 17, 2011, Respondent issued check 1074 in the amount of \$907 from  
13 his operating account to Seattle Spine and Sports Medicine for ML.

14 22. On or before July 9, 2013, Respondent paid \$6,666.67 to MetLife Insurance,  
15 primarily from a source other than his trust account.

16 23. Respondent did not provide ML with a written accounting showing how ML's  
17 settlement funds were actually disbursed.

18 *Client TL*

19 24. On September 4, 2011, Respondent deposited \$11,583.25 in settlement funds to his  
20 trust account for client TL.

21 25. On September 19, 2012, Respondent issued check 1134 in the amount of \$6,400  
22 from his trust account to his law firm. Respondent deposited check 1134 to his operating  
23 account, without entitlement to the funds. The \$6,400 represented funds held back from TL's  
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1 settlement to pay a subrogated interest to Farmers Insurance (Farmers).

2 26. On October 1, 2012, Respondent issued check 1172 in the amount of \$6,400 from  
3 his operating account to Farmers. Check 1172 was processed by Bank of America on October  
4 26, 2012.

5 27. During the period September 19, 2012 to October 26, 2012, Respondent's trust  
6 account was short \$6,400 in client TL's funds.

7 28. Respondent did not provide TL with a written accounting showing how TL's  
8 settlement funds were actually disbursed.

9 *Clients QN and HL*

10 29. On May 27, 2011, Respondent deposited \$12,500 in settlement funds to his trust  
11 account for clients QN and HL.

12 30. On June 13, 2011, Respondent provided QN with a settlement statement for each  
13 case showing that he would pay a total of \$3,863.40 to PEMCO Insurance (PEMCO) for its  
14 subrogated interest.

15 31. Respondent disbursed \$3,985.94 to his law firm for fees and costs, \$3,812.93 to  
16 QN, and \$837.63 to HL. In addition, Respondent's non-lawyer assistant, Ha To, disbursed  
17 \$3,250.50 to herself without entitlement to the funds and without Respondent's consent. After  
18 these disbursements, Respondent had only \$613 in his trust account for QN and HL.

19 32. Respondent did not maintain sufficient funds in his trust account to pay PEMCO's  
20 subrogated interest. In November 2012, Respondent issued check 1175 in the amount of  
21 \$3,794.38 from his operating account to PEMCO for QN and HL.

22 33. During the period July 2011 to November 2012, Respondent's trust account was  
23 short \$3,250.50 for clients QN and HL.

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1           34. Respondent did not provide QN or HL with a written accounting showing how  
2 their settlement funds were actually disbursed.

3 *Client CT*

4           35. On April 23, 2012, Respondent deposited \$13,200 and \$684.73 in settlement funds  
5 to his trust account for client CT.

6           36. On April 23, 2012, Respondent disbursed \$4,769.12 to his law firm for fees and  
7 costs.

8           37. On April 25, 2012, Respondent disbursed \$4,710 to CT.

9           38. On April 25, 2012, Respondent provided CT with a settlement statement showing  
10 that he would pay \$4,346.48 to State Farm Insurance (State Farm) from CT's settlement funds.

11           39. On June 5, 2012, Respondent issued check 1126, in the amount of \$4,346.48,  
12 payable to his non-lawyer assistant, Ha To, to purchase a cashier's check to State Farm. After  
13 this disbursement, there was \$59.13 remaining from CT's settlement in Respondent's trust  
14 account.

15           40. The cashier's check to State Farm was purchased on July 3, 2012.

16           41. During the period June 5, 2012 to July 3, 2012, Respondent's trust account was  
17 short \$4,287.35 in client CT's funds.

18 *Client DN*

19           42. On March 22, 2012, Respondent provided client DN with a settlement statement  
20 showing that \$200 of DN's \$12,700 settlement would be disbursed for costs.

21           43. On April 5, 2012, Respondent deposited DN's settlement to his trust account.

22           44. Respondent did not pay \$200 in costs or deliver the funds to DN.  
23  
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1 ***Failure to Maintain Client Funds in a Trust Account - Other Transactions***

2 45. On November 9, 2011, an online payment in the amount of \$300 was made to  
3 Respondent's law firm. Respondent was not entitled to the funds.

4 46. On March 12, 2012, Respondent issued check 1043 in the amount of \$250 to his law  
5 firm. Respondent was not entitled to the funds.

6 47. On three occasions in July and August 2011, Respondent's non-lawyer assistant, Ha  
7 To, transferred funds out of the trust account and used them for her own benefit, without  
8 entitlement to the funds.

9 ***Disbursing Funds in Excess of the Funds on Deposit for Clients***

10 48. Respondent disbursed \$1,845.96 more for clients than he had on deposit for the  
11 clients in his trust account.

12 ***Shortage of Client Funds***

13 49. As of October 31, 2012, Respondent's trust account was short \$3,525.42 in client  
14 funds.

15 ***Failure to Wait for Deposit to Clear Before Disbursing Funds***

16 50. On April 16, 2012, Respondent deposited a \$4,403 check to his trust account for  
17 client CP. Respondent disbursed some or all of the funds deposited for CP before the deposit  
18 cleared the banking process. On April 19, 2012, the \$4,403 check was returned due to improper  
19 endorsement.

20 ***Current Trust Account Practices***

21 51. Respondent has reconstructed his trust account records for the period November 1,  
22 2012 through present. As a result of the reconstruction, Respondent has a trust account check  
23 register, client ledgers, bank reconciliations, and client ledger reconciliations, and is continuing  
24

1 to maintain the aforementioned records.

2 52. Respondent's non-lawyer assistant, Ha To, left his employ in January 2013 and has  
3 not performed any work related to his law practice since her departure.

4 53. Respondent has taken over full responsibility for determining what funds to  
5 deposit to trust, for determining what funds to disburse from trust, for issuing checks, for  
6 making online transactions, and for maintaining the trust account records. In addition,  
7 Respondent is ensuring that all clients and third parties receive the funds they are entitled to  
8 receive in a prompt manner.

9 **III. STIPULATION TO MISCONDUCT**

10 54. By delegating authority and control over his trust account to his non-lawyer staff  
11 without making reasonable efforts to ensure that his staff's conduct was compatible with his  
12 professional obligations, Respondent violated RPC 5.3(b), which resulted in the following  
13 violations:

14 a. Failure to maintain client funds in a trust account, in violation of RPC  
15 1.15A(c)(1);

16 b. Failure to promptly deliver funds that clients and third parties were entitled to  
17 receive, in violation of RPC 1.15A(f);

18 c. Disbursing funds in excess of the amounts clients had on deposit and using one  
19 client's funds on behalf of another, in violation of RPC 1.15A(h)(8);

20 d. Disbursing funds from trust before deposits cleared the banking process, in  
21 violation of RPC 1.15A(h)(7);

22 e. Failure to provide clients with written notice of intent to withdraw fees, in  
23 violation of RPC 1.15A(h)(3) and RPC 1.4;

1 f. Failure to provide clients with a written accounting or an accurate written  
2 accounting after distributing their settlement funds, in violation of RPC 1.15A(e) and  
3 RPC 1.4;

4 g. Failure to maintain trust account records on a contemporaneous basis, in  
5 violation of RPC 1.15A(h)(2) and RPC 1.15B(a); and

6 h. Failure to reconcile his trust account, in violation of RPC 1.15A(h)(6) and RPC  
7 1.15B(a)(8).

#### 8 IV. PRIOR DISCIPLINE

9 55. Respondent does not have a record of prior discipline in Washington.

#### 10 V. APPLICATION OF ABA STANDARDS

11 56. The following American Bar Association Standards for Imposing Lawyer Sanctions  
12 (1991 ed. & Feb. 1992 Supp.) apply to this case:

##### 13 **7.0 Violations of Duties Owed as a Professional**

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

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

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

21 7.3 Reprimand is generally appropriate when a lawyer negligently engages in  
22 conduct that is a violation of a duty owed as a professional and causes  
23 injury or potential injury to a client, the public, or the legal system.

23 7.4 Admonition is generally appropriate when a lawyer engages in an  
24 isolated instance of negligence that is a violation of a duty owed as a

1 professional, and causes little or no actual or potential injury to a client,  
2 the public, or the legal system.

3 **4.1 Failure to Preserve the Client's Property**

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

7 4.11 Disbarment is generally appropriate when a lawyer knowingly converts  
8 client property and causes injury or potential injury to a client.

9 4.12 **Suspension is generally appropriate when a lawyer knows or should  
10 know that he is dealing improperly with client property and causes  
11 injury or potential injury to a client.**

12 4.13 Reprimand is generally appropriate when a lawyer is negligent in dealing  
13 with client property and causes injury or potential injury to a client.

14 4.14 Admonition is generally appropriate when a lawyer is negligent in  
15 dealing with client property and causes little or no actual or potential  
16 injury to a client.

17 57. Respondent knew that he was failing to adequately supervise his non-lawyer  
18 assistants. He signed blank trust account checks, gave his assistants access to conduct  
19 transactions online, and delegated all trust account recordkeeping responsibilities to his  
20 assistants without adequate training, review, or supervision. Respondent's conduct caused  
21 actual and potential injury. He abdicated his responsibility to safeguard client property, which  
22 allowed client funds to be misappropriated, client and third party payments to be delayed, and  
23 recordkeeping to be so deficient it was impossible to track client funds.

24 58. Respondent should have known that he was failing to maintain trust account records  
and failing to reconcile his trust account. As to the other trust account violations, Respondent's  
conduct was, at least, negligent. Respondent's conduct caused actual and potential harm in that  
client funds were not safeguarded in a trust account, clients and third parties did not promptly  
receive funds they were entitled to receive, clients did not receive complete or accurate  
accountings, and Respondent was unable to accurately account for the funds entrusted to him.

59. The presumptive sanction is suspension under ABA Standard 7.2 and ABA

1 Standard 4.12.

2 60. The following aggravating factor applies under ABA Standard 9.22:

3 (d) multiple offenses

4 61. The following mitigating factors apply under ABA Standard 9.32:

5 (a) absence of a prior disciplinary record;

6 (b) absence of a dishonest motive;

6 (f) inexperience in the practice of law (Respondent was admitted to practice law in Washington in November 2009);

7 (l) remorse.

8 62. It is an additional mitigating factor that Respondent has taken and is taking  
9 corrective measures to reconstruct his trust account records, to cure shortages in his trust  
10 account, and to deliver funds to clients and third parties who are entitled to receive funds.

11 63. Based on the factors set forth above, the presumptive sanction of suspension should  
12 be mitigated to a reprimand.

13 **VI. STIPULATED DISCIPLINE**

14 64. The parties stipulate that Respondent shall receive a reprimand for his conduct.

15 65. Respondent will be subject to probation for a period of two years commencing upon  
16 final approval of this stipulation, with periodic reviews under ELC 13.8 of his trust account  
17 practices, and shall comply with the specific probation terms set forth below:

18 a) Respondent shall carefully review and fully comply with RPC 1.15A and RPC  
19 1.15B, and shall carefully review the current version of the publication, Managing  
Client Trust Accounts: Rules, Regulations, and Common Sense.

20 b) For all client matters, Respondent shall have a written fee agreement signed by the  
21 client, which agreements are to be maintained for least seven years (see RPC  
1.15B(a)(3)).

22 c) On a quarterly basis, Respondent shall provide ODC's audit staff with all trust-  
23 account records for the time period to be reviewed by ODC's audit staff and  
disciplinary counsel for compliance with the RPC:

- 1           i) Months 1 - 3. By no later than the 30<sup>th</sup> day of the fourth month after the  
2           commencement of probation, Respondent shall provide the trust account  
3           records from the date of ~~his reinstatement~~ *commencement of probation* to the end of the third full month. *MWM*  
4           ii) Months 4 - 6. By no later than the 30<sup>th</sup> day of the seventh month after the  
5           commencement of probation, Respondent shall provide the trust account  
6           records from the end of the previously provided quarter through the end of  
7           month six. *THN*  
8           iii) Months 7 - 9. By no later than the 30<sup>th</sup> day of the tenth month after the  
9           commencement of probation, Respondent shall provide the trust account  
10           records from the end of the previously provided quarter through the end of  
11           month nine.  
12           iv) Months 10 - 12. By no later than the 30<sup>th</sup> day of the thirteenth month after  
13           the commencement of probation, Respondent shall provide the trust  
14           account records from the end of the previously provided quarter through  
15           the end of month twelve.  
16           v) Months 13- 15. By no later than the 30<sup>th</sup> day of the sixteenth month after  
17           the commencement of probation, Respondent shall provide the trust  
18           account records from the end of the previously provided quarter through  
19           the end of month fifteen.  
20           vi) Months 16 - 18. By no later than the 30<sup>th</sup> day of the nineteenth month after  
21           the commencement of probation, Respondent shall provide the trust  
22           account records from the end of the previously provided quarter through  
23           the end of month eighteen.  
24           vii) Months 19 - 21. By no later than the 30<sup>th</sup> day of the twenty-second month  
            after the commencement of probation, Respondent shall provide the trust  
            account records from the end of the previously provided quarter through  
            the end of month twenty-one.

The trust account records Respondent provides to ODC for each quarterly review of his trust account will include: (a) a complete checkbook register for his trust account covering the period being reviewed, (b) complete individual client ledger records for any client with funds in Respondent's trust account during all or part of the period being reviewed, as well as for Respondent's own funds in the account (if any), (c) copies of all trust-account bank statements, deposit slips, and cancelled checks covering the period being reviewed, (d) copies of all trust account client ledger reconciliations for the period being reviewed, and (e) copies of reconciliations of Respondent's trust account check register covering the period being reviewed. The ODC's Audit Manager or designee will review Respondent's trust account records for each period.

- 1 d) On the same quarterly time schedule set forth in the preceding paragraph,  
2 Respondent will provide ODC's Audit Manager or designee with copies of any and  
all fee agreements entered into within the time period at issue.
- 3 e) The ODC's Audit Manager or designee may request additional financial or client  
4 records if needed to verify Respondent's compliance with RPC 1.15A and/or 1.15B.  
5 Within twenty days of a request from ODC's Audit Manager or designee for  
6 additional records needed to verify Respondent's compliance with RPC 1.15A  
7 and/or RPC 1.15B, Respondent will provide ODC's Audit Manager or designee the  
8 additional records requested.
- 9 f) Respondent will reimburse the Association for time spent by ODC's Audit Manager  
10 or designee in reviewing and reporting on Respondent's records to determine his  
11 compliance with RPC 1.15A and RPC 1.15B, at the rate of \$85 per hour.  
12 Respondent will make payment within thirty days of each written invoice setting  
13 forth the auditor's time and payment due.

#### 14 VII. RESTITUTION

15 66. As a condition precedent to disciplinary counsel's signature on this Stipulation,  
16 Respondent shall provide proof, within ten (10) calendar days of signing this Stipulation, that he  
17 has deposited \$3,525.42 of his own funds to his trust account to restore appropriate balances and  
18 that he has disbursed the funds to the individuals listed in Confidential Attachment A to this  
19 Stipulation, in the amounts set forth therein.

#### 20 VIII. COSTS AND EXPENSES

21 67. In light of Respondent's willingness to resolve this matter by stipulation, Respondent  
22 shall pay attorney fees and administrative costs of \$4,127.13 in accordance with ELC 13.9(i).  
23 The Association will seek a money judgment under ELC 13.9(1) if these costs are not paid  
24 within 30 days of approval of this stipulation.

#### IX. VOLUNTARY AGREEMENT

68. 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



1 Association, nor by any representative thereof, to induce the Respondent to enter into this  
2 Stipulation except as provided herein.

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

### 5 X. LIMITATIONS

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

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

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

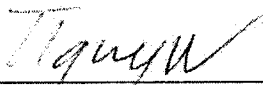
21 73. Under ELC 3.1(b), all documents that form the record before the Hearing Officer for  
22 his or her review become public information on approval of the Stipulation by the Hearing  
23 Officer, unless disclosure is restricted by order or rule of law.

1 74. If this Stipulation is approved by the Hearing Officer, it will be followed by the  
2 disciplinary action agreed to in this Stipulation. All notices required in the Rules for  
3 Enforcement of Lawyer Conduct will be made.

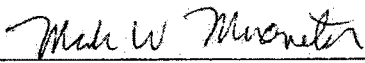
4 75. If this Stipulation is not approved by the Hearing Officer <sup>mm</sup> and ~~Supreme Court~~, this  
5 Stipulation will have no force or effect, and neither it nor the fact of its execution will be  
6 admissible as evidence in the pending disciplinary proceeding, in any subsequent disciplinary  
7 proceeding, or in any civil or criminal action.

MWM  
TN


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

10   
11 Thao Hoang Nguyen, Bar No. 41882  
12 Respondent

Dated: 3/25/2016

13   
14 Mark W. Muenster, Bar No. 11228  
15 Counsel for Respondent

Dated: 3/25/16

16   
17 Marsha Matsumoto, Bar No. 15831  
18 Senior Disciplinary Counsel

Dated: 4/7/16