

DISCIPLINARY BOARD
WASHINGTON STATE BAR ASSOCIATION

In re

TERENCE K. WONG,

Lawyer (Bar No. 24502)

Proceeding No. 24#00045

ODC File No. 23-01527

STIPULATION TO SUSPENSION

Under Rule 9.1 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC), the following Stipulation to Suspension is entered into by the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association (Association) through disciplinary counsel Francisco Rodriguez and Respondent lawyer Terence K. Wong.

Respondent understands that Respondent is entitled under the ELC to a hearing, to present exhibits and witnesses on Respondent's behalf, and to have a hearing officer determine the facts, misconduct and sanction in this case. Respondent further understands that Respondent 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 Respondent. 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.

I. ADMISSION TO PRACTICE

1. Respondent was admitted to practice law in the State of Washington on November 28, 1994.

II. STIPULATED FACTS

Fee agreements

2. In January 2020, Xinquan Lin and Xiao Mei Liu were charged in King County Superior Court with unlawfully manufacturing marijuana after they were detained by police inside a home containing a large marijuana growing operation.

3. In March 2020, Respondent agreed to represent Lin in the criminal matter. Respondent charged a flat fee of \$5,000. Lin paid the fee in cash on or about March 10, 2020.

4. Around November or early December 2020, Lin hired Respondent for representation in responding to a request from the United States Citizenship and Immigration Services (USCIS). Respondent charged Lin a \$2,000 flat fee for the immigration matter. Lin paid the fee in cash at the outset of the representation.

5. Respondent did not have a written fee agreement with Lin for either matter. Respondent did not deposit any of the funds Respondent received from Lin into a trust account or any bank account. The fees had not been earned at the time Respondent received them.

Lin's immigration matter

6. Prior to hiring Respondent, Lin had filed an I-485 application with the USCIS seeking lawful permanent resident status. On September 15, 2020, USCIS sent Lin a "Request for Evidence" (RFE) asking Lin to provide information regarding Lin's arrests in, and final

1 disposition of, two criminal cases: the pending manufacturing marijuana charge and a separate
2 charge listed as “Fail to Comply.” USCIS set a deadline of December 11, 2020, for providing the
3 requested information.

4 7. At the time Lin hired Respondent for representation in responding to the RFE,
5 Respondent did not have the experience necessary to properly evaluate how to respond to the
6 RFE. Respondent also did not realize that Lin was not eligible for relief via an I-485 application
7 because Lin had overstayed Lin’s visa, and thus Lin had nothing to gain by hiring Respondent to
8 respond to the RFE.

9 8. On December 11, 2020, Respondent submitted a letter to USCIS requesting an
10 extension of 90 days to respond to the RFE. USCIS granted the requested extension.

11 9. Respondent repeatedly reassured Lin that Respondent would respond to the RFE
12 and told Lin not to worry because they had 90 days to respond. However, Respondent did not
13 submit any additional evidence to USCIS or request another extension prior to the new deadline.
14 Respondent also never looked into the “Fail to Comply” charge about which USCIS had requested
15 information.

16 10. On June 11, 2021, USCIS issued a decision deeming Lin’s I-485 application
17 abandoned and denying the application. Lin first learned that Respondent had not responded to
18 the RFE when Lin received the USCIS decision.

19 11. Respondent did not earn the fee Respondent charged in Lin’s immigration matter.
20 In exchange for the \$2,000 fee Respondent charged Lin for the representation, the only work
21 Respondent performed was drafting and submitting the initial request for an extension of time.
22 Respondent did not issue a refund to Lin for the fee Lin paid on the immigration matter until
23 October 2024.

1 *Lin's criminal matter*

2 12. Respondent filed a notice of appearance in Lin's criminal case on March 12, 2020.
3 For the next four to five months, criminal cases in King County Superior Court were routinely
4 continued by the court due to the COVID pandemic. Beginning around the end of July 2020,
5 criminal cases in King County began moving forward again.

6 13. On July 30, 2020, Respondent requested a continuance of Lin's case scheduling
7 hearing due to a need for further negotiations with the prosecutor and COVID emergency
8 measures. The hearing was continued to September 8, 2020.

9 14. On September 2, 2020, the prosecutor sent Respondent a plea offer for Lin's case
10 via email. The prosecutor offered to reduce the charge against Lin from felony manufacturing
11 marijuana to misdemeanor solicitation to manufacture marijuana.

12 15. On September 3, 2020, Respondent requested a continuance of Lin's case
13 scheduling hearing due to a claimed need for further negotiations with the prosecutor and
14 COVID-19 emergency measures. In Respondent's email to the prosecutor that morning
15 requesting the continuance, Respondent wrote: "I will discuss with Mr. Lin about your offer,
16 thank you." However, Respondent did not convey the prosecutor's offer to Lin at that time or at
17 any point over the next nine months.

18 16. On October 12, 2020, Respondent requested another continuance for further
19 negotiations and possible disposition.

20 17. On November 9, 2020, Respondent failed to appear for Lin's case scheduling
21 hearing. The court held the matter over for a week.

1 18. On November 16, 2020, December 10, 2020, January 22, 2021, and March 1,
2 2021, Respondent continued Lin's case for further negotiations with the prosecutor. For the latter
3 two continuances, Respondent also cited delays due to COVID.

4 19. On April 5, 2021, Respondent again continued Lin's case, this time adding further
5 investigation as a basis for continuing while also again listing the need for further negotiations
6 and delay due to COVID.

7 20. On May 10, 2021, and June 14, 2021, Respondent continued Lin's case to seek
8 additional counsel from an immigration lawyer and for further negotiations with the prosecutor.

9 21. Despite repeatedly requesting continuances to allow time for further negotiations,
10 Respondent did not engage in negotiations with the prosecutor at any point between September
11 2, 2020, when Respondent received the initial offer, and June 16, 2021.

12 22. On June 16, 2021, Respondent sent the prosecutor an email indicating Respondent
13 had been unable to locate a plea offer for Lin and asked whether the prosecutor had made one.
14 The prosecutor responded on July 28, 2021, reiterating the original plea offer.

15 23. On July 28, 2021, Respondent continued Lin's case, claiming the prosecutor had
16 made a new offer and that Respondent needed additional time to discuss the offer with Lin.

17 24. On September 8, 2021, Respondent continued Lin's case to November 17, 2021,
18 to allow time for Lin to enter a guilty plea. Although King County Superior Court has a daily plea
19 calendar, Respondent did not schedule Lin's case for a plea hearing during the following two
20 months.

21 25. Thereafter, Respondent repeatedly requested continuances of Lin's case in order
22 arrange for entry of a guilty plea.

1 26. On April 7, 2022, Lin finally entered a guilty plea to misdemeanor solicitation to
2 manufacture marijuana. The plea agreement was almost identical to the prosecutor's plea offer
3 from September 2020, over 19 months earlier.

4 27. Respondent advised Lin that a guilty plea to solicitation to manufacture marijuana
5 would not have any negative immigration consequences for Lin. Respondent did not
6 independently research this issue, and Respondent's advice was incorrect.

7 ***Liu's criminal matter***

8 28. Liu was also charged with manufacturing marijuana as a co-defendant to Lin. Liu's
9 case was in warrant status at the time Respondent began representing Liu.

10 29. Respondent was initially only hired to represent Lin in the criminal case, but in
11 approximately November 2021, Respondent agreed to represent Liu as well. Respondent charged
12 a \$2,000 flat fee to represent Liu. Lin paid the fee for Liu's representation in cash. The fee had
13 not been earned at the time Respondent received it. Respondent did not deposit the funds into a
14 trust account or any bank account and did not have a written fee agreement with Liu.

15 30. Prior to agreeing to represent Liu, Respondent recognized that representing Liu and
16 Lin concurrently would be a conflict of interest and told them Respondent could not address Liu's
17 case until Lin's case was resolved. However, at the time Respondent agreed to the representation,
18 Respondent provided Liu with legal advice regarding the criminal matter. Respondent advised
19 Liu that the court had issued a warrant for Liu's arrest and that Liu had to be careful because "the
20 police were looking for her." Respondent also advised Liu of the process for quashing the warrant.

21 31. Respondent did not explain the conflict of interest to Lin or Liu in any detail and
22 did not obtain their informed consent to the representation, in writing or otherwise. In statements
23

1 to police, Lin had made statements incriminating Liu that contradicted Liu's own statements to
2 police. Respondent did not discuss these statements with Lin or Liu.

3 32. Respondent's representation of Lin ended in February 2023. Although Respondent
4 had agreed to represent Liu once Lin's case was resolved and had accepted payment for the
5 representation, Respondent never filed a notice of appearance in Liu's case, nor took any other
6 action to move Liu's case forward after Lin's matter had concluded. Respondent never formally
7 terminated the representation, nor did Liu.

8 33. After Lin's case had been resolved, Lin and Liu called Respondent to find out
9 about the progress of Liu's case, but Respondent did not return their calls.

10 34. Respondent did not earn the fee Respondent charged for Liu's case. Respondent
11 did not issue a refund in connection with Liu's case until October 2024.

12 **III. STIPULATION TO MISCONDUCT**

13 35. By failing to deposit advance fee payments into a trust account without having a
14 written fee agreement, Respondent violated RPC 1.15A(c)(2).

15 36. By failing to act with reasonable diligence in Lin's criminal and immigration
16 matters and in Liu's criminal matter, Respondent violated RPC 1.3 and RPC 3.2.

17 37. By failing to promptly convey a plea offer to Lin and failing to reasonably
18 communicate with Liu regarding Liu's criminal matter, Respondent violated RPC 1.4(a) and
19 RPC 1.4(b).

20 38. By representing Liu and Lin in circumstances where the representation involved a
21 concurrent conflict of interest without obtaining their informed consent, in writing or otherwise,
22 Respondent violated RPC 1.7.

39. By failing to provide Lin with the agreed upon legal services in Lin's immigration matter and failing to refund unearned fees after the representation ended, and by failing to provide Liu with the agreed upon legal services in Liu's criminal matter and failing to refund unearned fees within a reasonable time after the representation ended, Respondent violated RPC 1.5(a) and RPC 1.16(d).

IV. PRIOR DISCIPLINE

40. Respondent has no prior discipline.

V. APPLICATION OF ABA STANDARDS

41. The American Bar Association Standards for Imposing Lawyer Sanctions (1991 ed. & Feb. 1992 Supp.) standards applicable to this case are attached as Appendix A.

42. Respondent should have known that Respondent was mishandling client funds, and in doing so, Respondent caused potential injury to Lin and Liu by failing to safeguard their funds in a trust account.

43. The presumptive sanction under ABA Standard 4.12 for Respondent's mishandling of client funds is suspension.

44. Respondent acted knowingly with respect to the lack of reasonable diligence and communication, the conflict of interest, and the failure to return unearned fees.

45. Respondent's lack of diligence on Lin's immigration matter caused injury to Lin whose I-485 application was deemed abandoned. Respondent's lack of diligence and lack of communication on Lin's criminal matter caused injury to Lin by delaying resolution of Lin's criminal case for almost two years. Respondent's lack of diligence and lack of communication on Liu's criminal case caused injury to Liu by delaying resolution of Liu's criminal case and

1 exposing Liu to the risk of being arrested and jailed due to Respondent's failure to address the
2 outstanding warrant.

3 46. The presumptive sanction under ABA Standard 4.42(a) for Respondent's lack of
4 diligence and communication is suspension.

5 47. Respondent's conflict of interest and failure to obtain informed consent caused
6 potential injury to Lin and Liu who were not able to make informed decisions about their
7 representation and to Liu by delaying work on Liu's case until Lin's case was resolved.

8 48. The presumptive sanction under ABA Standard 4.32 for Respondent's failure to
9 avoid conflicts of interest is suspension.

10 49. Respondent's failure to return unearned fees caused financial injury to Lin and
11 Liu.

12 50. The presumptive sanction under ABA Standard 7.2 for Respondent's failure to
13 return unearned fees is suspension.

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

- 15 (b) dishonest or selfish motive;
- 16 (d) multiple offenses;
- 17 (i) substantial experience in the practice of law (licensed in Washington since 1994); and,

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

- 19 (a) absence of a prior disciplinary record;
- 20 (c) personal or emotional problems; and
- 21 (l) remorse.

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

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

1 **VI. STIPULATED DISCIPLINE**

2 55. The parties stipulate that Respondent shall receive a 12-month suspension.

3 **VII. CONDITIONS OF REINSTATEMENT**

4 56. Reinstatement from suspension is conditioned on payment of restitution, costs, and
5 expenses, along with any interest, as provided below.

6 **VIII. CONDITIONS OF PROBATION**

7 57. Respondent shall be subject to probation for a period of 24 months beginning on
8 the date Respondent is reinstated to the practice of law.

9 58. The conditions of probation are set forth below. Respondent's compliance with
10 these conditions will be monitored by the Probation Administrator of the Office of Disciplinary
11 Counsel ("Probation Administrator"). Failure to comply with a condition of probation listed
12 herein may be grounds for further disciplinary action under ELC 13.8(b).

13 Practice Monitor

- 14 a) During the period of probation, Respondent's practice will be supervised by a practice
15 monitor. The practice monitor must be a WSBA member with no record of public
16 discipline and who is not the subject of a pending public disciplinary proceeding.
- 17 b) The role of the practice monitor is to consult with and provide guidance to Respondent
18 regarding case management, office management, and avoiding violations of the Rules
19 of Professional Conduct, and to provide reports and information to the Probation
20 Administrator regarding Respondent's compliance with the terms of probation and
21 the RPC. The practice monitor does not represent the Respondent.
- 22 c) At the beginning of the probation period, the Probation Administrator will select a
23 lawyer to serve as practice monitor for the period of Respondent's probation.
- 24 i) Initial Challenge: If, within 15 days of the written notice of the selection of a
practice monitor, Respondent sends a written request to the Probation
Administrator that another practice monitor be selected, the Probation
Administrator will select another practice monitor. Respondent need not
identify any basis for this initial request.

- 1 ii) Subsequent Challenges: If, after selection of a second (or subsequent) practice
2 monitor, Respondent believes there is good cause why that individual should
3 not serve as practice monitor, Respondent may, within 15 days of notice of
4 the selected practice monitor, send a written request to the Probation
5 Administrator asking that another practice monitor be selected. That request
6 must articulate good cause to support the request. If the Probation
7 Administrator agrees, another practice monitor will be selected. If the
8 Probation Administrator disagrees, the Office of Disciplinary Counsel will
9 submit its proposed selection for practice monitor to the Chair of the
10 Disciplinary Board for appointment pursuant to ELC 13.8(a)(2), and will also
11 provide the Chair with the Respondent's written request that another practice
12 monitor be selected.
- 13 d) In the event the practice monitor is no longer able to perform the practice monitor's
14 duties, the Probation Administrator will select a new practice monitor at the Probation
15 Administrator's discretion.
- 16 e) During the period of probation, Respondent must cooperate with the named practice
17 monitor. Respondent must meet with the practice monitor at least once per month.
18 Respondent must communicate with the practice monitor to schedule all required
19 meetings.
- 20 f) The Respondent must bring to each meeting a current, complete written list of all
21 pending client legal matters being handled by the Respondent. The list must identify
22 the current status of each client matter and any problematic issues regarding each
23 client matter. The list may identify clients by using the client's initials rather than the
24 client's name.
- g) At each meeting, the practice monitor will discuss with Respondent practice issues
 that have arisen or are anticipated. In light of the conduct giving rise to the imposition
 of probation, ODC recommends that the practice monitor and Respondent discuss
 whether Respondent is diligently making progress on each client matter, whether
 Respondent is in communication with each client, whether Respondent's fee
 agreements are consistent with the RPC and are understandable to the client, and
 whether Respondent needs to consider withdrawing from any client matters. Meetings
 may be in person or by telephone at the practice monitor's discretion. The practice
 monitor uses discretion in determining the length of each meeting.
- h) The practice monitor will provide the Probation Administrator with quarterly written
 reports regarding Respondent's compliance with probation terms and the RPC. Each
 report must include the date of each meeting with Respondent, a brief synopsis of the
 discussion topics, and a brief description of any concerns the practice monitor has
 regarding the Respondent's compliance with the RPC. The report must be signed by
 the practice monitor. Each report is due within 30 days of the completion of the
 quarter.

1 i) If the practice monitor believes that Respondent is not complying with any of
2 Respondent's ethical duties under the RPC or if Respondent fails to schedule or attend
3 a monthly meeting, the practice monitor will promptly communicate that to the
4 Probation Administrator.

5 j) Respondent must make payments totaling \$1,000 to the Washington State Bar
6 Association to defray the costs and expenses of administering the probation, as
7 follows:

8 i) \$250 due within 30 days of the start of the probation;

9 ii) \$250 due within 6 months of the start of the probation period;

10 iii) \$250 due within 12 months of the start of the probation period; and

11 iv) \$250 due within 18 months of the start of the probation period.

12 All payments should be provided to the Probation Administrator for processing.

13 **IX. RESTITUTION**

14 59. Respondent issued a refund of \$4,000. No further restitution is required.

15 **X. COSTS AND EXPENSES**

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

21 **XI. VOLUNTARY AGREEMENT**

22 61. Respondent states that prior to entering into this Stipulation Respondent had an
23 opportunity to consult independent legal counsel regarding this Stipulation, that Respondent is
24 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.

62. 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.

XII. LIMITATIONS

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

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

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

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

66. If this Stipulation is approved by the Disciplinary Board and Supreme Court, it will be followed by the disciplinary action agreed to in this Stipulation. All notices required in

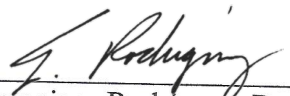
1 the Rules for Enforcement of Lawyer Conduct will be made. Respondent represents that, in
2 addition to Washington, Respondent has not been admitted to practice law in any other
3 jurisdictions, whether Respondent's current status is active, inactive, or suspended.

4 67. If this Stipulation is not approved by the Disciplinary Board and Supreme Court,
5 this 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.

8 WHEREFORE the undersigned being fully advised, adopts and agrees to this Stipulation
9 to Suspension as set forth above.

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11 
12 Terence K. Wong, Bar No. 24502
Respondent

Dated: 10/25/24

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14 
15 Francisco Rodriguez, Bar No. 22881
16 Senior Disciplinary Counsel

Dated: 10/29/2024