

**FILED**

Feb 3, 2023

Disciplinary  
Board

DISCIPLINARY BOARD  
WASHINGTON STATE BAR ASSOCIATION

Docket # 070

In re

**THI ANH HUYNH,**  
Lawyer (Bar No. 34947).

Proceeding No. 21#00007

FINDINGS OF FACT, CONCLUSIONS OF  
LAW AND HEARING OFFICER'S  
RECOMMENDATION

The undersigned Hearing Officer held the hearing on December 12, 13, 15, and 16, 2022 under Rule 10.13 of the Washington Supreme Court's Rules for Enforcement of Lawyer Conduct (ELC). Respondent Thi Anh Huynh appeared at the hearing and was represented by Donna M. Young. Disciplinary Counsel Benjamin J. Attanasio appeared for the Office of Disciplinary Counsel (ODC) of the Washington State Bar Association.

**FORMAL COMPLAINT FILED BY DISCIPLINARY COUNSEL**

The Formal Complaint filed by Disciplinary Counsel charged Respondent with the following counts of misconduct:

**Count 1:** By obtaining the Takenaka/Rounds loan without Pham's knowledge and/or by misrepresenting to Takenaka and Rounds that Pham had agreed to the loan, Respondent violated RPC 8.4(c), RPC 8.4(i), and/or RPC 8.4(n).

**Count 2:** By obtaining the Takenaka/Rounds loan and using the proceeds for

Respondent's own purposes without (1) providing Pham with anything in writing regarding the transaction, (2) advising Pham in writing to seek, and providing Pham a reasonable opportunity to seek, independent counsel, and (3) obtaining Pham's informed written consent to the transaction, Respondent violated RPC 1.8(a).

**Count 3:** By using the Takenaka/Rounds loan proceeds for Respondent's own use, Respondent violated RPC 1.15A(b), RPC 8.4(b) (by committing the crime of theft as defined in RCW 9A.56.020), RPC 8.4(c), RPC 8.4(i), and/or RPC 8.4(n).

**Count 4:** By drafting the promissory note and deed of trust for the Takenaka/Rounds loan and using them to obtain funds from Takenaka and Rounds for Respondent's own business and personal use, Respondent violated RPC 8.4(b) (by committing the crime of forgery as defined in RCW 9A.60.020), RPC 8.4(c), RPC 8.4(i), and/or RPC 8.4(n).

**Count 5:** By executing the Full Reconveyance Deed falsely stating that Takenaka and Rounds had made a written request to reconvey, Respondent violated RPC 8.4(b) (by committing the crime of false representation concerning title as defined in RCW 9.38.020), RPC 8.4(c), RPC 8.4(i), and/or RPC 8.4(n).

**Count 6:** By using the investment funds of Takenaka and Rounds for Respondent's personal use and/or other purposes unrelated to Green Sky Productions, Respondent violated RPC 8.4(b) (by committing the crime of theft as defined in RCW 9A.56.020), RPC 8.4(c), RPC 8.4(i), and/or RPC 8.4(n).

**Count 7:** By providing Takenaka and Rounds with a false accounting of their \$445,000 investment, Respondent violated RPC 8.4(c).

**Count 8:** By representing McGrew in the loan transaction in which another client, Pham, was directly adverse, Respondent violated RPC 1.7(a)(1).

**Count 9:** By representing Pham in the 606 Post Avenue Litigation when there was a significant risk that the representation would be materially limited by Respondent's responsibilities to McGrew or by Respondent's personal interest in using the property as security and a source of repayment for the McGrew loan, Respondent violated RPC 1.7(a)(2).

**Count 11:** By using \$180,000 of the \$200,000 McGrew loan for Respondent's personal use or other purposes unrelated to Pham, Respondent violated RPC 1.15A(b), RPC 8.4(b) (by committing the crime of theft as defined in RCW 9A.56.020), RPC 8.4(c), RPC 8.4(i), and/or RPC 8.4(n).

Based on the pleadings in the case and the testimony and exhibits at the hearing, the Hearing Officer makes the following:

owner and managing partner of Intrepid Law Group, LLC. BF 8 ¶ 2; TR 37-38.

2. In or about July 2016, Respondent and Intrepid Law Group began representing Joseph Pham in Pham v. Nguyen, King County Superior Court case number 16-2-16501-0 (the “606 Post Avenue litigation”). BF 8 ¶ 3. Respondent represented Pham in the 606 Post Avenue litigation through at least May 2018. EX A-109, A-160. The 606 Post Avenue litigation related to two condominium units at 606 Post Avenue in Seattle that were owned in part by Pham. BF 8 ¶ 4; EX A-109.

3. Pham also owned an apartment building located at 4200 Letitia Avenue in Seattle (“4200 Letitia Avenue”). TR 181. Respondent and a business partner, Vinh Lam, intended to purchase 4200 Letitia Avenue from Pham, but that transaction was never completed. TR 42-43, 392. In January 2016, Respondent created 4200 Letitia LLC to assist with the potential purchase of 4200 Letitia Avenue. BF 8 ¶ 16; TR 43, 392-395; EX A-107. Respondent was the manager of 4200 Letitia LLC. TR 43, 423. In August 2017, Respondent arranged for Pham to quitclaim 4200 Letitia Avenue to 4200 Letitia LLC. TR 43-44, 423; EX A-108.

#### **Takenaka/Rounds Loan**

4. In or about September 2017, insurance agent Matt Kaing presented Tracy Takenaka and Brian Rounds with an investment opportunity from Respondent consisting of a \$50,000 loan to Joseph Pham. BF 8 ¶ 7; 81-87; EX A-111.

5. Respondent drafted a loan summary for the \$50,000 loan. BF 8 ¶ 8; EX A-112. Respondent provided the loan summary to Kaing. BF 8 ¶ 9; TR 45; EX A-111. On September 21, 2017, Kaing emailed the loan summary to Takenaka. TR 81-82; EX A-111, A-112. The loan summary stated that Intrepid Law Group would prepare a promissory note and deed of trust and would be responsible for ensuring the funds were paid back on time. EX A-112.



1           6. Based on the information in the loan summary, Takenaka and Rounds agreed to  
2 make the \$50,000 loan. TR 83. Respondent drafted a promissory note for a \$50,000 loan from  
3 Takenaka and Rounds to 4200 Letitia LLC (the "Takenaka/Rounds loan"). BF 8 ¶ 13; EX A-113.

4           7. At the time Respondent drafted the promissory note, Respondent was the manager  
5 of 4200 Letitia LLC. BF 8 ¶ 15. Respondent did not disclose Respondent's role with 4200 Letitia  
6 LLC to Takenaka or Rounds. BF 8 ¶ 16; TR 85. On or about September 25, 2017, Respondent  
7 emailed the promissory note to Kaing. BF 8 ¶ 17; EX A-114. On or about September 25, 2017,  
8 Kaing forwarded the promissory note to Takenaka. TR 83-84; EX A-113, A-114.

9           8. The promissory note bore a signature of Joseph Pham on behalf of 4200 Letitia LLC.  
10 EX A-113. The testimony is in conflict as to whether Pham signed the promissory note. Pham  
11 denied signing the note, TR 184, whereas Respondent testified that he did. TR 430. OPD alleges  
12 that Respondent forged the note together with the Deed of Trust giving Takenaka and Rounds a  
13 lien on 4200 Letitia Avenue. EX A-119.

14           9. Whether the promissory note and Deed of Trust were forged is a close question. On  
15 the one hand, Pham's signature on the two documents appear to be identical, suggesting forgery.  
16 EX A-113, A-119. Second, in light of findings in paragraph 13 that Respondent used the \$50,000  
17 loan for his own purposes instead of transferring the money to Pham, Respondent had a motive  
18 to forge Pham's signature.

19           10. On the other hand, OPD's burden of proof by a clear preponderance is a high one.  
20 OPD's case for forgery would have been significantly stronger had it called a handwriting expert  
21 as a witness. Second, OPD's failure to call Keenan Broussard, an employee of Respondent's who  
22 purportedly notarized Pham's signature, raises a question as to why he was not called. Third, on  
23 October 1, 2017, the promissory note on the Takenaka/Rounds \$50,000 loan was amended to  
24

1 extend the date of maturity from December 29, 2017 to March 29, 2018. EX A-122. This  
2 document also bears Pham's signature, which appears to be different from the signature on the  
3 original promissory note. EX A-113. Pham was not asked at the hearing whether he signed the  
4 amended note and OPD has not alleged it was forged. If the amended note was not forged, why  
5 would Pham agree to sign it if he had no knowledge of the original note? While there may be an  
6 explanation, the failure of OPD to fully address the amended promissory note also leads me to  
7 find that OPD has not met its burden of proof on the forgery issue.

8 11. On September 25, 2017, Takenaka wrote a \$50,000 check to Intrepid Law Group for  
9 the Takenaka/Rounds loan. TR 85-86; EX A-118. Takenaka provided the check to Kaing, who  
10 delivered it to Respondent. TR 48-49, 85. On September 26, 2017, Respondent deposited the  
11 \$50,000 check in Respondent's Chase Bank trust account ending in 7728. TR 48-49; EX A-118,  
12 A-120.

13 12. Respondent did not provide the Takenaka/Rounds loan proceeds to Pham. TR 432-  
14 433; EX A-120. On November 21, 2017, Respondent transferred \$50,000 to Pham. R-129. Pham  
15 testified without contradiction that these funds were for the separate purpose of paying off a loan  
16 from Cathay Bank. TR 252.

17 13. On September 28, 2017, Respondent transferred the \$50,000 in Takenaka/Rounds  
18 loan proceeds from Respondent's trust account to Respondent's Chase Bank operating account  
19 ending in 9917. TR 50; EX A-120, A-121. Respondent had no entitlement to the  
20 Takenaka/Rounds loan proceeds. The balance in Respondent's operating account prior to the  
21 transfer was \$6,198.89. BF 8 ¶ 37; EX A-121. On September 29, 2017, Respondent used a  
22 portion of the Takenaka/Rounds loan proceeds to pay \$21,659.66 towards credit cards in the name  
23 of Respondent or Respondent's mother. TR 50-51; EX A-121.

1           14. Respondent's use of the Takenaka/Rounds loan proceeds was for Respondent's own  
2 purposes. TR 50-51, 432-434. Respondent knowingly and intentionally used the  
3 Takenaka/Rounds loan proceeds for Respondent's own purposes.

4           15. On November 21, 2017, \$50,000 were transferred from Respondent's trust account  
5 to Pham. R-129. OPD claims that this amount was unrelated to the Takenaka/Rounds loan.  
6 Respondent asserts the contrary. OPD has not proved by a clear preponderance of the evidence  
7 that Pham never received the Takenaka/Rounds loan proceeds.

8           16. Respondent did not disclose to Pham in writing that Respondent had obtained the  
9 Takenaka/Rounds loan on Pham's behalf and that he used the loan proceeds for Respondent's  
10 own purposes. BF 8 ¶ 39; TR 184-187. Respondent did not advise Pham in writing of the  
11 desirability of seeking, or give Pham a reasonable opportunity to seek, the advice of an  
12 independent lawyer regarding Respondent's use of the Takenaka/Rounds loan proceeds for  
13 Respondent's own purposes. BF 8 ¶ 40; TR 184-187. Respondent did not obtain Pham's informed  
14 written consent to Respondent's use of the Takenaka/Rounds loan proceeds for Respondent's own  
15 purposes. BF 8 ¶ 41; TR 184-187. Respondent knew that Respondent's interests as the beneficiary  
16 of the Takenaka/Rounds loan were adverse to those of Pham, who was legally responsible for the  
17 loan.

18           17. The loan was not repaid by March 29, 2018, the maturity date as per the amended  
19 promissory note. A-122, TR 87. Between May 2018 and January 2019, Takenaka made repeated  
20 requests for information from Respondent about the repayment of the loan. TR 87-95; EX A-  
21 140, A-141, A-142. In response, Respondent variously told Takenaka that repayment would come  
22 from the proceeds of the sale of the properties at 606 Post Avenue, secondary financing on 4200  
23 Letitia Avenue, or an unnamed investor in Los Angeles. TR 87-95; EX A-140, A-141, A-142.



1 On January 23, 2019, Takenaka again emailed Respondent regarding repayment of the loan but  
2 Respondent did not respond. TR 95, EX A-142.

3 18. Meanwhile, in late 2018, Cathay Bank began to pursue foreclosure on an earlier loan  
4 secured by 4200 Letitia Avenue. TR 181-182, 273-274. Respondent tasked an employee, Shelley  
5 Guidry, with handling the refinancing process to repay the Cathay Bank loan and avoid  
6 foreclosure. TR 268-270, 272, 494. Guidry worked with a broker, Todd McCoy, who located a  
7 lender to provide the necessary financing. TR 270, 274-275, 278-279; EX A-143. In January  
8 2019, Guidry and McCoy signed a consulting agreement that allowed them to work on the  
9 refinancing of loans on 4200 Letitia Avenue and to obtain fees for their work. TR 276-278; EX  
10 A-144.

11 19. Respondent was involved in decision-making on the refinancing and was in  
12 communication with both Guidry and McCoy about the refinancing process throughout February  
13 and March 2019. TR 275-276, 278; EX A-142, A-143, A-146, A-148. On February 12, 2019,  
14 Guidry notified Respondent that McCoy had arranged a six-month bridge loan to pay off Cathay  
15 Bank and another lender, followed by a two-year hard money loan. TR 278-279; EX A-143.

16 20. In March 2019, Guidry, at Respondent's direction, communicated with Takenaka by  
17 email about the refinancing and the repayment of the Takenaka/Rounds loan. TR 289-291, 296-  
18 299; EX A-142. Respondent was copied on the March 2019 email exchange between Guidry and  
19 Takenaka. EX A-142. Respondent's testimony that Respondent was unaware of the progress or  
20 status of the refinancing, TR 510-511, 516-518, and had "no knowledge of what was going on"  
21 with the bridge loan, TR 578, is not credible.

22 21. The bridge loan was set to close on March 8, 2019. TR 293; EX A-172. In order  
23 for the bridge loan to close, other liens on 4200 Letitia Avenue, including Takenaka and Rounds'  
24



1 lien, had to be removed or subordinated to the bridge loan. TR 279-281, 291; EX A-143. On  
2 March 5, 2019, Respondent executed a full reconveyance deed removing Takenaka and Rounds'  
3 lien on 4200 Letitia Avenue. BF 8 ¶ 46; TR 55; EX A-150

4 22. Respondent's testimony that Respondent executed the reconveyance deed with the  
5 understanding that Takenaka and Rounds would be paid from the refinance, TR 512-513, is not  
6 credible. Respondent knew that Takenaka and Rounds would not be paid from the refinance.  
7 Guidrey testified as follows:

8 Q: Did you tell Mr. Huynh that Takenaka and Rounds would be paid out of the refi?

9 A: No.

10 Q: And had you told him that they would not get paid out of the refi?

11 A: Yes.

12 TR 289: 3-8.

13 Guidry's testimony is substantiated by the following chat between her and Respondent on  
14 March 2, 2019:

15 Guidry: Do you have contact info for Tracy Tanaka [sic] and Brian Rounds? Keenan is  
16 getting Letitia subordination docs and notarized. Need for Letitia refi.

17 Huynh: May have to appease them with post ave status . . . they will ask they not getting  
18 paid out of refi.

19 Guidry: Ok, I'll come up with a good explanation and tell Keenan what to say.

20 EX A-143.

21 23. Respondent executed the reconveyance deed to allow the bridge loan to close. TR  
22 291. The reconveyance deed stated that Takenaka and Rounds had provided Respondent with "a  
23 written request to reconvey, reciting that the obligations secured by the Deed of Trust has been  
24 fully satisfied or provided for . . . ." EX A-150. The reconveyance deed was false as neither

1 Takenaka nor Rounds had requested a reconveyance or received any repayment on the loan. BF  
2 8 ¶ 48; TR 99.

3 24. Respondent knew that neither Takenaka nor Rounds had not requested reconveyance  
4 and knew the loan had not been repaid at the time Respondent executed the reconveyance deed.  
5 TR 512-513, 574. Respondent intentionally and fraudulently executed the Takenaka/Rounds full  
6 reconveyance deed. Respondent never informed Takenaka or Rounds that Respondent had  
7 executed the reconveyance deed. TR 98-99.

8 25. On March 5, 2019, Respondent provided Guidry with a check for the \$99 recording  
9 fee and directed Guidry to record the reconveyance deed with the King County Recorder's Office.  
10 TR 292; EX A-151. At Respondent's direction, Guidry recorded the reconveyance deed with the  
11 King County Recorder's Office under recording number 20190305000239. TR 292; EX A-150.  
12 Respondent's testimony that Respondent did not direct Guidry to record the reconveyance deed  
13 and did not produce the check for the recording fee, TR 512-514, is not credible. Respondent's  
14 testimony that Guidry, Lam, and Pham engaged in a scheme to record the reconveyance without  
15 Respondent's knowledge, TR 542-543, is not credible.

16 **Takenaka/Rounds Investment**

17 26. In addition to the \$50,000 loan, Takenaka and Rounds agreed to invest \$445,000 in  
18 Green Sky Productions, LLC. TR 86-87, 110. EX A-111, EX A-117. Green Sky Productions  
19 LLC was an entity created and controlled by Respondent with the stated purpose of developing a  
20 cannabis cultivation and processing operation in Bremerton, Washington. TR 435, 529-531; EX  
21 A-127, A-128, A-129. On or about October 11, 2017, Takenaka and Rounds wired \$445,000 (the  
22 "Takenaka/Rounds investment funds") to Respondent's Chase Bank trust account ending in 7728.  
23 TR 109-110; EX A-130, A-131, A-134.  
24

27. Respondent maintained a ledger for transactions related to Takenaka and Rounds' \$445,000 investment (the "Huynh ledger"). TR 52-55, 532-533; EX A-135.

28. On October 12, 2017, Respondent transferred \$45,000 of the Takenaka/Rounds investment funds from Respondent's trust account to Respondent's Chase Bank operating account ending in 9917. TR 54; EX A-133, A-134, A-135. Prior to the transfer, Respondent's operating account had a balance of -\$3,432.86, having been overdrawn on October 11, 2017. BF 8 ¶ 62; TR 54; EX A-133. The \$45,000 transfer restored a positive balance to Respondent's operating account and was unrelated to Green Sky Productions. EX A-133.

29. On October 13, 2017, Respondent disbursed \$32,400 of the Takenaka/Rounds investment funds from Respondent's trust account to Pacific Rim Property Investments. EX A-134, A-135. Pacific Rim Property Investments was an entity operated by Respondent and Respondent's brother-in-law for the purpose of holding property. TR 395-397, 569-571; EX A-137. The payment to Pacific Rim Property Investments was unrelated to Green Sky Productions or Respondent's other cannabis businesses. TR 395-397, 569-571.

30. On October 13, 2017, Respondent disbursed \$25,000 of the Takenaka/Rounds investment funds from the trust account to Ross Skocilich. TR 54; EX A-134, A-135. On October 17, 2017, Respondent disbursed an additional \$50,000 of the Takenaka/Rounds investment funds from the trust account to Skocilich. TR 54-55; EX A-134, A-135. The \$75,000 disbursed to Skocilich was to partially repay a loan Skocilich had made to Pham. TR 54-55, 535, 568. The disbursements to Skocilich were unrelated to Green Sky Productions or Respondent's other cannabis businesses. TR 466, 568-569.

31. The disbursements of Takenaka/Rounds investment funds to Intrepid Law Group, Pacific Rim Property Investments, and Ross Skocilich were listed on the Huynh ledger. EX A-

1 135. On March 16, 2018, Takenaka requested a ledger and bank statements for Green Sky  
2 Productions. TR 112; EX A-138. Takenaka requested those documents because Takenaka  
3 wanted to know how the investment funds had been spent. TR 112-113.

4 32. On March 23, 2018, Respondent met with Takenaka and Rounds and provided them  
5 with an accounting (the "Takenaka accounting"). TR 113-114; EX A-139. The disbursements of  
6 Takenaka/Rounds investment funds to Intrepid Law Group, Pacific Rim Property Investments,  
7 and Ross Skocilich were not listed on the Takenaka accounting. EX A-139. Respondent did not  
8 otherwise disclose to Takenaka or Rounds that Respondent had disbursed their investment funds  
9 to Intrepid Law Group, Pacific Rim Property Investments, and Ross Skocilich. TR 115.

10 33. Respondent never informed Takenaka and Rounds that their investment funds would  
11 be used for purposes unrelated to Green Sky Productions. TR 109. Respondent intentionally used  
12 Takenaka/Rounds investment funds for purposes unrelated to Green Sky Productions.

13 34. The Huynh ledger included several other disbursements not listed on the Takenaka  
14 accounting. EX A-135, A-139. Similarly, the Takenaka accounting listed several payments not  
15 reflected on the Huynh ledger. EX A-135, A-139. The Takenaka accounting reflected that as of  
16 March 1, 2018, \$42,339 of the initial \$445,000 investment remained. TR 114; EX A-139. The  
17 Huynh ledger reflected that by December 7, 2017, all but \$310.91 of the initial \$445,000  
18 investment had been disbursed. EX A-135.

19 35. The Takenaka accounting was false. Respondent intentionally provided Takenaka  
20 and Rounds with the false accounting to conceal Respondent's use of their investment funds for  
21 unrelated matters.

22 36. Takenaka and Rounds later filed a lawsuit against Respondent related to the loan  
23 and the investment, which was eventually settled. TR 118, 147-148; EX A-158.  
24



1 **McGrew Loan**

2 37. On May 1, 2018, Respondent emailed Pat McGrew soliciting a hard-money loan on  
3 behalf of Pham. TR 56, 160-161; EX A-160. At that time, Respondent represented Pham in the  
4 606 Post Avenue litigation. EX A-160. In addition to the email, Respondent spoke to McGrew  
5 about the loan and falsely told McGrew that Pham needed the loan for a real estate project. TR  
6 161-162.

7 38. McGrew trusted Respondent and agreed to lend \$200,000 to Pham (the “McGrew  
8 loan”). TR 162. McGrew intended to use money earned from the return on the loan to purchase  
9 a home for McGrew’s disabled son. TR 164.

10 39. In lieu of collateral, McGrew accepted an Assignment of Proceeds of Sale from  
11 Litigation (“Assignment of Proceeds”), which purported to give McGrew the right to proceeds  
12 from the anticipated sale of Pham’s property at 606 Post Avenue. TR 165; EX A-162.  
13 Respondent drafted the Assignment of Proceeds. BF 8 ¶ 96. The Assignment of Proceeds bore a  
14 signature of Joseph Pham dated May 4, 2018. EX A-162. OPD has not proved by a clear  
15 preponderance that the signature was forged.

16 40. Respondent drafted a promissory note for the McGrew loan. BF 8 ¶ 100; EX A-161.  
17 The promissory note bore a signature of Joseph Pham dated May 4, 2018. EX A-161. OPD has  
18 not proved by a clear preponderance that the signature was forged.

19 41. On May 4, 2018, McGrew provided Respondent a \$200,000 cashier’s check for the  
20 McGrew loan. TR 60, 165-166; EX A-163. On May 4, 2018, Respondent deposited the check in  
21 Respondent’s Bank of America trust account ending in 2020. TR 60-61; EX A-163, A-179.

22 42. Respondent maintained a ledger for transactions related to the McGrew loan. TR  
23 61-62; EX A-178.

1           43. On May 7, 2018, Respondent transferred \$100,000 of the McGrew loan from  
2 Respondent's trust account to Respondent's Wells Fargo personal account ending in 3889. TR  
3 62-63, 444-445; EX A-164, A-178, A-179. Respondent claims the funds were transferred to repay  
4 a loan from Respondent's wife to Vinh Lam. TR 444-447. Pham did not authorize Respondent  
5 to use McGrew loan funds to repay a loan to Lam. TR 187-188, 259. The \$100,000 Respondent  
6 collected from the McGrew loan was for Respondent's own personal or business purposes and  
7 was unrelated to Pham.

8           44. Respondent had no entitlement to the \$100,000 Respondent collected from the  
9 McGrew loan. Respondent's testimony that Respondent had authority to collect \$100,000 from  
10 the McGrew loan, TR 446-447, is not credible.

11           45. On or about May 7, 2018, Respondent disbursed \$2,300 from the McGrew loan to  
12 Eng Seuy Sun to pay rent for Respondent's law office. TR 64, 454-455; EX A-165, A-178. On  
13 or about May 7, 2018, Respondent disbursed \$1,050 from the McGrew loan to Eng Seuy Sun to  
14 pay rent for Respondent's law office. TR 65, 455-456; EX A-166, A-178.

15           46. On or about May 7, 2018, Respondent disbursed \$3,957.17 from the McGrew loan  
16 to HWD, LLC, the landlord for a cannabis business in Tacoma in which Respondent was  
17 involved. TR 66, 456-457; EX A-167, A-178.

18           47. On or about May 7, 2018, Respondent disbursed \$1,325 from the McGrew loan to  
19 Cropsey, LLC as partial payment for the purchase of land in Bremerton for a cannabis business  
20 in which Respondent was involved. TR 67, 457-458; EX A-168, A-178.

21           48. On or about May 8, 2018, Respondent disbursed \$32,400 from the McGrew loan to  
22 Doan Nguyen to repay a hard money loan to Vinh Lam. TR 69, 458; EX A-169, A-178.

23           49. On or about May 10, 2018, Respondent disbursed \$5,000 from the McGrew loan to  
24

Respondent's law firm, Intrepid Law Group, LLC to pay expenses related to Respondent's cannabis businesses. TR 70, 458-459; EX A-170, A-178.

50. On or about May 10, 2018, Respondent disbursed \$14,199.92 from the McGrew loan to Redspark, LLC to pay rent for another cannabis business in which Respondent had an interest. TR 70-71, 403-404, 460; EX A-171, A-178.

51. On or about May 11, 2018, Respondent disbursed another \$10,000 from the McGrew loan to Intrepid Law Group, LLC to pay expenses related to Respondent's cannabis businesses. TR 71, 460; EX A-172, A-178.

52. On or about May 11, 2018, Respondent disbursed \$500 from the McGrew loan to Keenan M. Broussard, an employee of Respondent's law firm. TR 71, 72, 74, 456; EX A-173, A-178.

53. On or about May 14, 2018, Respondent disbursed \$2,635.42 from the McGrew loan to PCNW Servicing, LLC to make a loan payment on behalf of Respondent's brother-in-law. TR 74-75, 461; EX A-174, A-178.

54. On or about May 15, 2018, Respondent disbursed another \$3,000 from the McGrew loan to Redspark, LLC to provide that business with capital. TR 75-76, 461; EX A-175, A-178.

55. On or about May 15, 2018, Respondent disbursed the remaining \$3,632.49 from the McGrew loan to Intrepid Law Group, LLC to pay expenses related to Respondent's cannabis businesses. TR 76, 461-462; EX A-176, A-178.

56. The disbursements in paragraphs 44-54 were for Respondent's own personal or business purposes and were unrelated to Pham. Respondent had no entitlement to use these funds from the McGrew loan. Respondent's testimony that Respondent had authority to use the \$80,000 from the McGrew loan, TR 454-462, is not credible. Respondent knowingly and intentionally

1 used \$180,000 of the \$200,000 McGrew loan for Respondent's own purposes.

2 57. Respondent did not disclose to Pham in writing that Respondent had obtained the  
3 McGrew loan on Pham's behalf and used \$180,000 of the loan proceeds for Respondent's own  
4 purposes. TR 187-188, 259. Respondent did not advise Pham in writing of the desirability of  
5 seeking, or give Pham a reasonable opportunity to seek, the advice of an independent lawyer  
6 regarding Respondent's use of \$180,000 of the McGrew loan proceeds. BF 8 ¶ 114; TR 187-188,  
7 259. Respondent did not obtain Pham's informed written consent to Respondent's use of  
8 \$180,000 of the McGrew loan proceeds. BF 8 ¶ 115; TR 187-188, 259.

9 58. Respondent knew that Respondent's interests as the primary beneficiary of the  
10 McGrew loan were adverse to those of Pham, who was legally responsible for the loan.  
11 Respondent obtained the McGrew loan with the intent to benefit Respondent.

12 59. The McGrew loan was due to be repaid by August 4, 2018 but was not repaid at that  
13 time. BF 8 ¶ 117; TR 166; EX A-161. Between October 2018 and March 2019, McGrew  
14 repeatedly requested information from Respondent on the loan's repayment. TR 166-167; EX A-  
15 180.

16 60. On or about November 29, 2018, McGrew told Respondent that McGrew was  
17 directing inquiries to Respondent because Respondent was McGrew's lawyer for the transaction.  
18 TR 166-168; EX A-180. Respondent did not deny or disavow being McGrew's lawyer in the  
19 transaction. TR 167-168; EX A-180. Respondent had previously represented McGrew and a  
20 business partner in a similar transaction. TR 159-160, 177-178; EX A-186. Based on the previous  
21 representation and Respondent's conduct in the McGrew loan transaction, McGrew believed  
22 Respondent represented McGrew in the loan to Pham. TR 159, 162, 167-168, 177-178.  
23 McGrew's belief was reasonable.  
24



61. Respondent did not disclose any potential conflicts of interest to McGrew or Pham. BF 8 ¶ 122; TR 168. Respondent did not obtain from McGrew or Pham informed written consent to Respondent's representation of McGrew in connection with the McGrew loan. BF 8 ¶ 123. Respondent had a personal interest in using Pham's property at 606 Post Avenue as security and a source of repayment for the McGrew loan. EX A-162. Respondent simultaneously represented McGrew and Pham knowing their interests were adverse in the McGrew loan. Respondent represented Pham in the 606 Post Avenue litigation knowing that Respondent had a personal interest in the property that was adverse to Pham's.

62. McGrew later filed a lawsuit to recover the funds McGrew had loaned to Pham. TR 168. McGrew received a settlement of approximately \$130,000 from the lawsuit. TR 177. As a result of the losses suffered in the loan transaction, McGrew was unable to purchase a house for McGrew's disabled son. TR 168-169.

### **Findings Regarding Injury**

63. Respondent's conversion of Takenaka/Rounds and McGrew loan funds caused injury to Pham, who was deprived of loan funds to which Pham was legally entitled. TR 62-76, 432-433, 444-445; EX A-113, A-119, A-120, A-121, A-A-161, A-162, A-164, A-165, A-166, A-167, A-168, A-169, A-170, A-171, A-172, A-173, A-174, A-175, A-176, A-178, A-179.

64. Respondent's conduct in obtaining the Takenaka/Rounds and McGrew loans and using the funds for Respondent's own purposes caused potentially serious injury to Pham, who was made legally responsible for the repayment of loans of \$50,000 and \$200,000. TR 185-188; EX A-113, A-119, A-161, A-162.

65. Respondent's conduct in using a portion of the Takenaka/Rounds investment funds on purposes unrelated to Green Sky Productions caused serious injury to Takenaka and Rounds,

1 who suffered a significant financial loss. TR 124, 152, 204.

2 66. Respondent's conduct in simultaneously representing McGrew and Pham while the  
3 two had adverse interests and in representing Pham in the 606 Post Avenue litigation while  
4 Respondent had a conflicting personal interest caused potentially serious injury to Pham, whose  
5 entitlement to proceeds from the sale of the 606 Post Avenue proceeds was put at risk and who  
6 was unknowingly made responsible for the McGrew loan, and caused serious injury to McGrew,  
7 who suffered a significant financial loss. TR 168-169, 184-188, 204; EX A-161, A-162.

#### 8 **Findings Regarding Aggravating Factors**

9 67. Respondent had a dishonest and selfish motive in using the Takenaka/Rounds loan  
10 and McGrew loan proceeds for Respondent's own purposes and in using the Takenaka/Rounds  
11 investment funds for Respondent's own purposes and other purposes unrelated to Green Sky  
12 Productions.

13 68. Respondent committed multiple offenses, as detailed below.

14 69. Respondent has substantial experience in the practice of law. BF 8 ¶ 1; TR 361-375,  
15 572.

### 16 **CONCLUSIONS OF LAW**

#### 17 **Violations Analysis**

18 The Hearing Officer finds that ODC proved the following by a clear preponderance of the  
19 evidence:

20 70. Respondent entered into a business transaction with Pham—by obtaining the  
21 Takenaka/Rounds loan and using the proceeds for Respondent's own purposes—without (1)  
22 providing Pham with anything in writing regarding the transaction, (2) advising Pham in writing  
23 to seek, and providing Pham a reasonable opportunity to seek, independent counsel, or (3)  
24

1 obtaining Pham's informed written consent to the transaction, in violation of RPC 1.8(a) as  
2 charged in Count 2.

3 71. Respondent used the Takenaka/Rounds loan proceeds for Respondent's own use, in  
4 violation of RPC 1.15A(b), RPC 8.4(b) (by committing the crime of theft as defined in RCW  
5 9A.56.020), RPC 8.4(c), RPC 8.4(i), and RPC 8.4(n) as charged in Count 3.

6 72. Respondent executed the Full Reconveyance Deed falsely stating that Takenaka and  
7 Rounds had made a written request to reconvey, in violation of RPC 8.4(b) (by committing the  
8 crime of false representation concerning title as defined in RCW 9.38.020), RPC 8.4(c), RPC  
9 8.4(i), and RPC 8.4(n) as charged in Count 5.

10 73. Respondent used the investment funds of Takenaka and Rounds for Respondent's  
11 personal use and other purposes unrelated to Green Sky Productions, in violation of RPC 8.4(b)  
12 (by committing the crime of theft as defined in RCW 9A.56.020), RPC 8.4(c), RPC 8.4(i), and  
13 RPC 8.4(n) as charged in Count 6.

14 74. Respondent provided Takenaka and Rounds with a false accounting of their  
15 \$445,000 investment, in violation of RPC 8.4(c) as charged in Count 7.

16 75. Respondent represented McGrew in the loan transaction in which another client,  
17 Pham, was directly adverse, in violation of RPC 1.7(a)(1) as charged in Count 8.

18 76. Respondent represented Pham in the 606 Post Avenue Litigation when there was a  
19 significant risk that the representation would be materially limited by Respondent's  
20 responsibilities to McGrew or by Respondent's personal interest in using the property as security  
21 and a source of repayment for the McGrew loan, in violation of RPC 1.7(a)(2) as charged in Count  
22 9.

23 77. Respondent entered into a business transaction with Pham—by obtaining the  
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1 McGrew loan purportedly to lend money to Pham and using the funds for Respondent's own  
2 purposes—without (1) providing Pham with anything in writing regarding the transaction, (2)  
3 advising Pham to seek, or giving Pham a reasonable opportunity to seek, independent counsel, or  
4 (3) obtaining Pham's informed written consent to the transaction, in violation of RPC 1.8(a) as  
5 charged in Count 10.

6 78. Respondent used \$180,000 of the \$200,000 McGrew loan for Respondent's personal  
7 use and other purposes unrelated to Pham, in violation of RPC 1.15A(b), RPC 8.4(b) (by  
8 committing the crime of theft as defined in RCW 9A.56.020), RPC 8.4(c), RPC 8.4(i), and RPC  
9 8.4(n) as charged in Count 11.

10 79. ODC has not proved the following counts relating to forgery by a clear  
11 preponderance of the evidence: Counts 1, 4, and 12.

#### 12 Sanction Analysis

13 80. A presumptive sanction must be determined for each ethical violation. In re  
14 Anschell, 149 Wn.2d 484, 69 P.3d 844, 852 (2003). The following standards of the American  
15 Bar Association's Standards for Imposing Lawyer Sanctions ("ABA Standards") (1991 ed. &  
16 Feb. 1992 Supp.) are presumptively applicable in this case:

17 81. For Count 2, Respondent entered into a business transaction with Pham with the  
18 intent to benefit Respondent while knowing that Respondent's interests were adverse to Pham's.  
19 Respondent's conduct caused potentially serious injury to Pham. The presumptive sanction for  
20 Count 2 is disbarment under ABA Standard 4.31(a).

21 82. For Count 3, Respondent knowingly converted client funds and caused injury to  
22 Pham. Additionally, by appropriating the property of another that had lawfully been in  
23 Respondent's possession, Respondent committed theft. The presumptive sanction for Count 3 is  
24



1   disbarment under ABA Standard 5.11(a).

2           83. For Count 5, Respondent acted intentionally in executing the reconveyance deed.  
3   Respondent's conduct was dishonest and fraudulent and seriously adversely reflects on  
4   Respondent's fitness to practice law. The presumptive sanction for Count 5 is disbarment under  
5   ABA Standard 5.11(b).

6           84. For Count 6, Respondent acted intentionally in using the Takenaka/Rounds  
7   investment funds for purposes other than the Green Sky Productions business. The conduct was  
8   dishonest and fraudulent and seriously adversely reflects on Respondent's fitness to practice law.  
9   Additionally, by appropriating the property of another that had lawfully been in Respondent's  
10   possession, Respondent's committed theft. The presumptive sanction for Count 6 is disbarment  
11   under ABA Standard 5.11(a).

12           85. For Count 7, Respondent acted intentionally in providing Takenaka and Rounds a  
13   false accounting. Respondent's conduct seriously adversely reflects on Respondent's fitness to  
14   practice law. The presumptive sanction for Count 7 is disbarment under ABA Standard 5.11(b).

15           86. For Count 8, Respondent simultaneously represented McGrew and Pham, knowing  
16   they had adverse interests. Respondent's conduct was intended to benefit Respondent and caused  
17   potentially serious injury to Pham and serious injury to McGrew. The presumptive sanction for  
18   Count 8 is disbarment under ABA Standard 4.31(b).

19           87. For Count 9, Respondent represented Pham in the 606 Post Avenue litigation  
20   knowing that Respondent's interests were adverse. Respondent's conduct was intended to benefit  
21   Respondent and it caused potentially serious injury to Pham. The presumptive sanction for Count  
22   9 is disbarment under ABA Standard 4.31(a).

23           88. For Count 10, Respondent entered into a business transaction with Pham with the  
24

1 intent to benefit Respondent while knowing that Respondent's interests were adverse to Pham's.  
2 Respondent's conduct caused potentially serious injury to Pham. The presumptive sanction for  
3 Count 10 is disbarment under ABA Standard 4.31(a).

4 89. For Count 11, Respondent knowingly converted client funds and caused injury to  
5 Pham. Additionally, by appropriating the property of another that had lawfully been in  
6 Respondent's possession, Respondent committed theft. The presumptive sanction for Count 11  
7 is disbarment under ABA Standard 5.11(a).

8 90. When multiple ethical violations are found, the "ultimate sanction imposed should  
9 at least be consistent with the sanction for the most serious instance of misconduct among a  
10 number of violations." In re Disciplinary Proceeding Against Petersen, 120 Wn.2d 833, 854, 846  
11 P.2d 1330 (1993).

12 91. Based on the Findings of Fact and Conclusions of Law and application of the ABA  
13 Standards, the appropriate presumptive sanction is disbarment.

14 92. The following aggravating factors set forth in Section 9.22 of the ABA Standards  
15 are applicable in this case:

- 16 (b) dishonest or selfish motive;
- 17 (d) multiple offenses; and
- 18 (i) substantial experience in the practice of law [admitted in 2004].

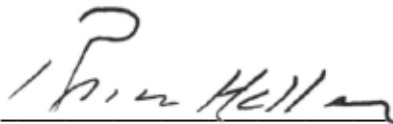
19 93. The following mitigating factor set forth in Section 9.32 of the ABA Standards is  
20 applicable to this case:

- 21 (a) absence of a prior disciplinary record.

## 22 Recommendation

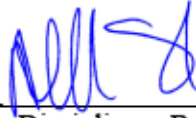
23 94. Based on the ABA Standards and the applicable aggravating and mitigating factors,  
24 the Hearing Officer recommends that Respondent Thi Anh Huynh be disbarred.

1  
2 Dated this 3rd day of February, 2023.

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5 Bruce E. Heller, Bar No. 12558  
6 Hearing Officer  
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### **CERTIFICATE OF SERVICE**

I certify that I caused a copy of the FOF, COL and HO's Recommendation to be emailed to the Office of Disciplinary Counsel and to Respondents Counsel Donna M. Young, at [dmyl@esmart.com](mailto:dmyl@esmart.com), on the 3<sup>rd</sup> day of February, 2023.



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Clerk to the Disciplinary Board