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ORIGINAL
CONFIDENTIAL

State Bar Court of California
Hearing Department
Los Angeles

PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES

<p>Counsel For The State Bar</p> <p>Eric H. Hsu Deputy Trial Counsel 1149 S. Hill Street Los Angeles, CA 90015-2299 Tel: (213)765-1247</p>	<p>Case Number (s)</p> <p>06-O-13258; 06-O-13534; 06-O-14451; 06-O-12875; 06-O-12876; 06-O-12877; 06-O-13893; 06-O-15074; 06-O-10137; and 07-O-10701</p>	<p>(for Court's use)</p> <p>LODGED</p> <p>JUN - 9 2008 <i>JH</i></p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p> <p>CONFIDENTIAL</p>
<p>Bar # 213039</p> <p>In Pro Per Respondent</p> <p>Hock Loon Yong 160 W. Valley Blvd., Suite A San Gabriel, CA 91776 Tel: (626)278-2668</p>	<p>FILED</p> <p>APR 14 2009</p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p> <p><i>R</i></p>	<p>PUBLIC MATTER</p>
<p>Bar # 225497</p>	<p>Submitted to: Program Judge</p>	
<p>In the Matter Of: HOCK LOON YONG</p> <p>Bar # 225497</p> <p>A Member of the State Bar of California (Respondent)</p>	<p>STIPULATION RE FACTS AND CONCLUSIONS OF LAW</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	

Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted June 6, 2003.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition (to be attached separately) are rejected or changed by the Supreme Court. However, if Respondent is not accepted into the Lawyer Assistance Program, this stipulation will be rejected and will not be binding on the Respondent or the State Bar.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated, except for Probation Revocation proceedings. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of 17 pages, excluding the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".

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- (6) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (7) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7 and will pay timely any disciplinary costs imposed in this proceeding.

B. Aggravating Circumstances [for definition, see Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.

- (1) **Prior record of discipline** [see standard 1.2(f)]
- (a) State Bar Court case # of prior case
- (b) Date prior discipline effective
- (c) Rules of Professional Conduct/ State Bar Act violations:
- (d) Degree of prior discipline
- (e) If Respondent has two or more incidents of prior discipline, use space provided below:
- (2) **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. **Respondent's misconduct evinces multiple acts of wrongdoing involving several clients and other entities.**
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

None.

C. Mitigating Circumstances [see standard 1.2(e)]. Facts supporting mitigating circumstances are required.

- (1) **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (4) **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) **Restitution:** Respondent paid \$ _____ on _____ in restitution to _____ without the threat or force of disciplinary, civil or criminal proceedings.
- (6) **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) **Good Faith:** Respondent acted in good faith.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature. *LOTS of*
- (11) **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) **No mitigating circumstances** are involved.

Additional mitigating circumstances:

Respondent has been cooperating with the State Bar during these disciplinary proceedings, after the filing of Notices of Disciplinary Charges in these matters.

ATTACHMENT TO

STIPULATION RE FACTS AND CONCLUSIONS OF LAW

IN THE MATTER OF: HOCK LOON YONG

CASE NUMBERS: 06-O-13258 [06-O-13534 & 06-O-14451]; and
 06-O-12875 [06-O-12876, 06-O-12877, 06-O-13893,
 06-O-15074, 06-O-10137 & 07-O-10701]

FACTS AND CONCLUSIONS OF LAW.

Respondent admits that the following facts are true and that he is culpable of violating the specified statutes and the California Rules of Professional Conduct, which constitute causes for discipline in these matters.

I. Facts.

1. Respondent Hock Loon Yong (Respondent) was admitted to the practice of law in the State of California on June 3, 2003, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

State Bar Court Case Number 06-O-13258

2. In May 2005, Tiancheng Zhang ("Zhang") employed Respondent to file a Petition for Review of an order of removal with the Ninth Circuit Court of Appeals. Zhang paid Respondent \$1,750 in advanced attorney's fees. Zhang and Respondent executed an employment agreement.

3. On May 16, 2005, Respondent had Zhang sign a Petition for Review *Pro Se* (the petition for review") and the proof of service accompanying the petition for review. Respondent then paid the \$250 filing fee and filed the petition for review. Zhang did not read and speak English. Respondent did not disclose to Zhang that he would not file the petition for review as his attorney of record, and that Zhang would have to proceed, *pro se*.

4. Subsequent to May 16, 2005, Respondent did not perform any legal work on behalf of Zhang.

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5. On April 26, 2006, the court issued an order in the case entitled *TianCheng Zhang v. Alberto Gonzales, Attorney General*, Ninth Circuit Court of Appeals Case No. 05-73000 (the "Zhang matter"), dismissing the Zhang matter for failure to file an appellant's opening brief. Zhang received the order but did not understand its significance.

6. In June 2006, Zhang called Respondent's office number. It was disconnected and no new telephone number was provided. Zhang went to Respondent's office, which is Respondent's membership records address, and learned that Respondent had moved out in April 2006. Respondent did not provide Zhang with a change of address and a new telephone number.

7. In late June 2006, Zhang employed new counsel who explained to him that his petition for review was dismissed on April 26, 2006.

8. In late June 2006, Zhang found Respondent's new address. Zhang visited Respondent and requested his money back. Respondent refunded \$1,750 to Zhang.

9. In April 2006, Respondent moved out of his office located at 1709 Nogales Street, Suite 203, Rowland Heights, CA 91748, which is Respondent's membership records address. Thereafter, Respondent did not provide an address change to Membership Records.

State Bar Court Case Number 06-O-13534

10. In November 2004, Steven Hou ("Hou") employed Respondent to file suit against his neighbors for damages done to Hou's real property. On November 16, 2004, Respondent sent Hou a letter, confirming a contingency fee of 40% of the settlement amount and requesting a deposit of \$1,000 in advanced costs. On November 17, 2004, Hou paid Respondent a check of \$1,000 that Respondent deposited into his client trust account held at United Commercial Bank, Account No. 0063696348 ("Respondent's CTA").

11. On February 4, 2005, Respondent filed a complaint for damages on behalf of Hou in the case entitled *Steven Hou v. Nathan Spiewak*, Los Angeles Superior Court Case No. KC045574 (the "Hou matter").

12. In late April 2006, Respondent settled the Hou matter. In June 2006, Farmers Insurance sent Respondent two settlement checks of \$2,500 each, payable to Hou and Respondent.

13. On June 28, 2006, Hou sent Respondent an email, complaining that Respondent had moved his office without leaving a forwarding address and telephone number. Hou also requested his share of the settlement funds. Respondent received and read Hou's email. Respondent did not respond to Hou's email.

14. On August 10, 2006, Respondent deposited the two settlement checks into his CTA.
15. On August 20, 2006, Hou filed a complaint with the State Bar.
16. On December 24, 2006, Respondent sent Hou a personal check for \$5,000.
17. On August 11, 2006, although Respondent had not disbursed to Hou any portion of the \$5,000 that belonged to him, the balance of Respondent's CTA fell to a negative balance of (\$830.82).
18. Even following deductions for Respondent's 40% contingency fee, at least \$3,000 should have remained in Respondent's CTA for Hou's benefit. Shortly after depositing the \$5,000 settlement into his CTA, Respondent misappropriated Hou's settlement funds.

State Bar Court Case Number 06-O-14451

19. On July 20, 2006, Respondent issued CTA check #1361 for \$307.51 payable to EDD, to pay his employer contributions.
20. On July 21, 2006, Respondent issued CTA check #1364 for \$79.79 payable to EDD, to pay his employer contributions.
21. On July 31, 2006, Respondent issued CTA check #1362 for \$1,963.80 payable to U.S. Treasury, to pay his federal taxes.
22. On July 31, 2006, Respondent issued CTA check #1378 for \$1,400 payable to Washington Mutual, to pay his July home mortgage.
23. On August 1, 2006, Respondent issued CTA check #1367 for \$877.73 payable to EDD, to pay his employer contributions.
24. On August 8, 2006, Respondent issued CTA check #1388 for \$215 payable to DRE, to pay for his real estate broker's license.
25. On August 15, 2006, Respondent issued CTA check #1348 for \$650 payable to Emerald Mountain View Investment, to pay for a personal investment contribution.

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26. Between August 11 and September 18, 2006, Respondent issued several CTA that were returned for non-sufficient funds, as follows:

<u>Check Number</u>	<u>Date Issued</u>	<u>Check Amount</u>	<u>Date Presented</u>	<u>Payee</u>
1380	8/11/06	\$4,500	8/14/06	Betty Chow
1381	8/11/06	\$2,250	8/14/06	Jimmy Chow
1351	9/15/06	\$500	9/18/06	Gene Sun

27. On September 29, 2006, the State Bar opened an investigation, Case No. 06-O-14451, into Respondent's handling of his CTA (the "State Bar investigation").

28. On or about October 10 and October 26, 2006, a State Bar investigator sent a letter to Respondent regarding the State Bar investigation. Respondent received the letters.

29. The investigator's letters requested that Respondent respond in writing to specified allegations of misconduct being investigated by the State Bar in the State Bar investigation. Respondent did not respond to the investigator's letters or otherwise communicate with the investigator regarding the allegations in the State Bar investigation.

State Bar Court Case Number 06-O-12875;06-O-12876; 06-O-12877;
06-O-13893; 06-O-15074; 06-O-10137; 07-O-10701 (Facts in common)

30. From on or about July 8, 2004, to the present, Respondent maintained a client trust account at United Commercial Bank, Account No. 0063696348 ("CTA").

31. From in or about June 2004 to June 2006, Respondent paid the monthly rent on his law office in Rowland Heights to his landlord, Cho Young.

32. From in or about November 2003 to May 2006, Respondent employed Gene Sun as his office manager.

33. From in or about to May 2004 to August 2006, Respondent employed Jimmy Chao as his legal assistant.

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34. Between on or about November 22, 2005 and December 22, 2006, Respondent issued multiple CTA checks that were returned for or paid against non-sufficient funds, as follows:

<u>Check Number</u>	<u>Date Issued</u>	<u>Check Amount</u>	<u>Date(s) Presented</u>	<u>Payee(s)</u>
1246	11/18/05	\$2,256.82	11/30/05	Department of Homeland Security
1265	12/21/05	\$385	01/05/06	Department of Homeland Security
1239	11/25/05	\$900	11/25/05	Seagull Travel
1238	11/30/05	\$2,500	11/22/05 & 11/30/05	Cho Young (office rent)
1277	01/19/06	\$400	02/08/06	Duowei Times (Chinese newspaper advertisement)
1276	01/26/06	\$550	01/31/06	Nancy Lin (client)
1397	08/09/06	\$3,349	08/10/06	Valley Business Services
1380	08/11/06	\$4,500	08/14/06	Betty Chan, a client
1381	08/11/06	\$2,250	08/14/06	Jimmy Chao (legal assistant)
1371	08/17/06	\$2,000	08/11/06 & 08/14/06	Law Offices of Colyn Desatnik
1355	10/15/06	\$500	10/30/06	Gene Sun (office manager)
1398	12/22/06	\$5,000	01/03/07	Yu Juan Pei (1430 AM Radio advertisement)

35. Between on or about March 1, 2005 and July 31, 2006, Respondent issued checks drawn upon his CTA to pay his personal expenses, as follows:

<u>CTA Check #</u>	<u>Withdrawal Date</u>	<u>Amount Withdrawn</u>	<u>Payee(s)</u>
1092	03/01/05	\$2,400	Jimmy Chao (legal assistant)
1099	03/14/05	\$177.51	Staples
1101	03/15/05	\$1,200	Washington Mutual (mortgage)
1123	04/15/05	\$1,200	Washington Mutual (mortgage)
1121	04/12/05	\$155	Door-to-Door Sign (advertisement)
1148	05/23/05	\$1,400	Washington Mutual (mortgage)
1192	07/15/05	\$1,300	Washington Mutual (mortgage)
1196	07/18/05	\$780	Jimmy Chao (legal assistant)
1182	07/30/05	\$2,170	Chinese Overseas Marketing Services (advertisement)

1212	08/15/05	\$378.87	Puente Hills Toyota
1214	08/17/05	\$20	DMV
1188	09/07/05	\$5,000	Downtown L.A. Motors
1169	10/20/05	\$1,807	Chinese Overseas Marketing Services (advertisement)
1247	11/23/05	\$186.49	Penske Motor Cars
1261	12/22/05	\$5,000	Jimmy Chao (legal assistant)
1326	06/26/06	\$575	Door-to-Door Sign (advertisement)
1399	06/30/06	\$1,050	Chinese Overseas Marketing Services (advertisement)
1352	07/01/06	\$800	Franchise Tax Board
1362	07/31/06	\$1,963.80	U.S. Treasury

The above-listed checks were not payments made to or on behalf of clients.

36. On or about June 2, 2005, Respondent deposited a refund check of \$75 from the State Bar of California into his CTA. The \$75 check was not received or deposited for the benefit of a client.

37. On or about June 10, 2005, Respondent deposited a refund check of \$312.09 from the County of Los Angeles Auditor into his CTA. The \$312.09 check was not received or deposited for the benefit of a client.

38. On or about January 12, 2006, Respondent deposited a personal check of \$7,000 from his personal account, Washington Mutual Account No. 3060353956, into his CTA. The \$7,000 check was not deposited or held for the benefit of a client or clients.

39. On or about April 20, 2006, Respondent deposited a personal check of \$2,000 from his Washington Mutual personal account into his CTA. The \$2,000 check was not deposited or held for the benefit of a client or clients.

State Bar Court Case Number 06-O-12875

40. In or about May 2006, Respondent represented Yu Chih Yu ("Yu") in a personal injury matter.

41. In or about late May 2006, Respondent received settlement funds on behalf of Yu.

42. On or about May 24, 2006, Respondent deposited into his CTA a settlement check issued by Farmers Insurance on May 18, 2006, in the amount of \$6,700, payable to Yu and Respondent.

43. By on or about June 15, 2006, although Respondent had not disbursed any funds from his CTA to Yu or to anyone on Yu's behalf, the balance in Respondent's CTA fell to \$91.65.

44. On or about July 18, 2006, Respondent issued CTA check #1320 for \$2,680 to Yu.

State Bar Court Case Number 06-O-12877

45. In or about June 2006, Respondent represented Jinghua Karen Tang ("Karen"), Wusheng Tang, Karen's father, and Shumin Gao, Karen's mother (collectively, "the Tang/Gao clients"), in a personal injury matter.

46. In or about mid-June 2006, Respondent received settlement funds on behalf of the Tang/Gao clients.

47. On or about June 20, 2006, Respondent deposited into his CTA three settlement checks issued by Allstate Insurance on June 14, 2006, as follows: a \$3,978 check payable to Respondent and Karen, a \$10,817.38 check payable to Respondent and Karen's father, and a \$10,393.19 check payable to Respondent and Karen's mother.

48. Prior to the receipt of the settlement checks, Jimmy Chao sent Karen a disbursement sheet that indicated Karen's portion to be \$2,017, her father's \$5,535.33, and her mother's \$5,293.23. Karen informed Chao that she was going to China and told him to wait until her return to the U.S. in August 2006 to mail her the checks for her parents' and her portion of the settlement funds. Thereafter, Respondent should have maintained at least \$12,845.56 in his CTA on behalf of the Tang/Gao clients.

49. On or about July 24, 2006, even though Respondent had not disbursed any funds in Respondent's CTA to the Tang/Gao clients or to anyone on their behalf, the balance in Respondent's CTA fell to \$84.03. Nine months later, in or about April 2007, Respondent paid Karen, her parents, and their medical provider, Pinnacle Neuro Diagnostic with personal funds.

State Bar Court Case Number 06-O-13893

50. In or about July 2006, Respondent represented Betty Chan ("Chan") in a personal injury matter.

51. In or about mid-July 2006, Respondent received settlement funds on behalf of Chan.

52. On or about July 27, 2006, Respondent deposited into his CTA a settlement check issued by 21st Century Insurance on July 11, 2006, in the amount of \$10,000, payable to Chan and Respondent.

53. On or about August 11, 2006, Respondent issued CTA check #1380 for \$4,500 to Chan. On or about August 14, 2006, CTA check #1380 was returned for non-sufficient funds. By on or about August 30, 2006, even though Respondent had not disbursed any funds in Respondent's CTA to Chan or to anyone on Chan's behalf, the balance in Respondent's CTA fell to \$603.20. Respondent should have maintained at least \$4,500 in his CTA on behalf of Chan.

54. On or about August 31, 2006, Respondent issued CTA check #1401 for \$4,725 to Chan and CTA check #1400 for \$3,308 to United Multi-Care Medical Corporation, Chan's medical provider.

55. In or about July 2006, Respondent represented Yu Yen Cheng ("Cheng") in a personal injury matter.

56. In or about early August 2006, Respondent received settlement funds on behalf of Cheng.

57. On or about August 4, 2006, Respondent deposited into his CTA a settlement check issued by Allstate Insurance on July 26, 2006, in the amount of \$7,500, payable to Cheng and Respondent.

58. By on or about September 18, 2006, even though Respondent had not disbursed any funds in Respondent's CTA to Cheng or to anyone on Cheng's behalf, the balance in Respondent's CTA fell to \$127.59.

59. In or about December 2006, Respondent paid Cheng \$3,000 with personal funds.

State Bar Court Case Number 07-O-10701

60. In or about July 2005, Xia Baoshan ("Baoshan") employed Respondent to represent him in a personal injury matter. On or about August 8, 2005, Respondent filed a complaint in *Xin Baoshan v. Shu, Ying Chau and Chen, Yi Gan*, Los Angeles Superior Court Case No. GC035132 (the "Baoshan matter") on behalf of Baoshan.

61. On or about August 26, 2005, Respondent failed to appear at a scheduled Case Management Conference. The court ordered defendant to give Respondent notice of a hearing on an OSC for plaintiff's failure to appear scheduled for September 16, 2005. Respondent received the notice of the OSC and did not inform Baoshan.

62. On or about September 16, 2005, Respondent did not appear at the OSC. A contract attorney J. Lai appeared in Respondent's place. The court sanctioned Respondent \$500, payable to defendant, and set the Final Status Conference for March 2, 2006, and the trial for March 6, 2006. The court ordered defendant to give Respondent notice of the status conference and trial

dates. Respondent was served with and received the notice from defendant and did not inform Baoshan of the status conference and trial dates.

63. On or about March 2, 2006, neither Respondent nor his client appeared at the Final Status Conference in the Baoshan matter. The court ordered that the trial date remain March 6, 2006.

64. On or about March 6, 2006, Respondent did not appear for trial on Baoshan's behalf. The court dismissed the Baoshan matter for lack of prosecution. Respondent was served with and received notice of the dismissal and did not inform.

65. In or about December 2006, Respondent relocated his law office location without providing Baoshan with a forwarding address.

66. In or about February 2007, unable to reach Respondent, Baoshan filed a complaint with the State Bar. The State Bar checked the Los Angeles Superior Court's website and informed Baoshan that his case had been dismissed.

II. Conclusions of Law.

State Bar Court Case Number 06-O-13258

Count One

By not filing Zhang's petition for review as Zhang's attorney, by not filing an appellant's opening brief, and by allowing Zhang's petition for review to be dismissed, Respondent intentionally, recklessly, or repeatedly failing to perform legal services with competence, in willful violation of rule 3-110(A) of the California Rules of Professional Conduct.

Count Two

By not disclosing to Zhang that he was not his attorney of record on the petition for review, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services, in willful violation of California Business and Professions Code section 6068, subdivision (m).

Count Three

By moving his office without leaving a forwarding address and telephone number, Respondent failed to comply with the requirements of section 6002.1, which requires a member of the State Bar to maintain on the official membership records of the State Bar, the member's current office address and telephone number or, if no office is maintained, the address to be used

for State Bar purposes or purposes of the agency charged with attorney discipline, in willful violation of California Business and Professions Code section 6068, subdivision (j).

State Bar Court Case Number 06-O-13534

Count Four

By not responding to Hou's June 28, 2006 email, Respondent failed to respond promptly to reasonable status inquiries of a client, in willful violation of California Business and Professions Code section 6068, subdivision (m).

Count Five

By allowing the balance of his CTA to fall to a negative balance the day after depositing Hou's settlement funds, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in willful violation of rule 4-100(A) of the California Rules of Professional Conduct.

Count Six

By misappropriating Hou's settlement funds, Respondent committed an act involving moral turpitude, dishonesty or corruption, in willful violation of California Business and Professions Code section 6106.

State Bar Court Case Number 06-O-14451

Count Seven

By issuing CTA checks to pay for his personal expenses, Respondent commingled funds belonging to Respondent in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in willful violation of rule 4-100(A) of the California Rules of Professional Conduct.

Count Eight

By issuing checks drawn upon Respondent's CTA when he knew or should have known that there were insufficient funds, Respondent committed acts involving moral turpitude, dishonesty or corruption, in willful violation of California Business and Professions Code section 6106.

Count Nine

By failing to provide a written response to the allegations in the State Bar investigation or otherwise cooperating in the investigation of that matter, Respondent failed to cooperate in a disciplinary investigation, in willful violation of California Business and Professions Code section 6068, subdivision (i).

State Bar Court Case Number 06-O-12875;06-O-12876; 06-O-12877;
06-O-13893; 06-O-15074; 06-O-10137; 07-O-10701 (Counts in common)

Count One

By repeatedly issuing checks drawn upon Respondent's CTA when he knew or should have known that there were insufficient funds, Respondent committed acts involving moral turpitude, dishonesty or corruption, in willful violation of California Business and Professions Code section 6106.

Count Two

By depositing personal funds into his CTA, and issuing numerous CTA checks for personal expenses, Respondent deposited or commingled funds belonging to Respondent in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in willful violation of rule 4-100(A) of the California Rules of Professional Conduct.

State Bar Court Case Number 06-O-12875

Count Three

By not maintaining the settlement funds received on behalf of Yu, Respondent misappropriated his client's funds, thereby committing an act involving moral turpitude, dishonesty or corruption, in willful violation of California Business and Professions Code section 6106.

State Bar Court Case Number 06-O-12877

Count Four

By not maintaining the settlement funds received on behalf of the Tang/Gao clients, Respondent misappropriated his client's funds, thereby committing an act involving moral turpitude, dishonesty or corruption, in willful violation of California Business and Professions Code section 6106.

State Bar Court Case Number 06-O-13893

Count Five

By not maintaining the settlement funds received on behalf of Chan, Respondent misappropriated his client's funds, thereby committing an act involving moral turpitude, dishonesty or corruption, in willful violation of California Business and Professions Code section 6106.

Count Six

By not maintaining the settlement funds received on behalf of Cheng, Respondent misappropriated his client's funds, thereby committing an act involving moral turpitude, dishonesty or corruption, in willful violation of California Business and Professions Code section 6106.

State Bar Court Case Number 07-O-10701

Count Seven

By not appearing at the Case Management Conference, the Final Status Conference, and the trial in the Baoshan matter, Respondent intentionally, recklessly, or repeatedly failing to perform legal services with competence, in willful violation of rule 3-110(A) of the California Rules of Professional Conduct.

Count Eight

By not informing Baoshan of the dates set for the Final Status Conference and the trial, the dismissal of his lawsuit, or his relocation to another office, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services, in willful violation of California Business and Professions Code section 6068, subdivision (m).

PENDING PROCEEDINGS.

The disclosure date referred to, on page two, paragraph A(6), was September 12, 2007.

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WAIVER OF VARIANCE BETWEEN NOTICE OF DISCIPLINARY CHARGES AND STIPULATED FACTS AND CULPABILITY

The parties hereby waive any variance between the Notices of Disciplinary Charges filed in these matters and the facts and conclusions of law contained in this stipulation. Additionally, the parties waive the issuance of amended Notices of Disciplinary Charges relating to cases which are the subject matters of this stipulation.

(Do not write above this line.)

In the Matter of HOCK LOON YONG	Case number(s): 06-O-13258; 06-O-13534; 06-O-14451; 06-O-12875; 06-O-12876; 06-O-12877; 06-O-13893; 06-O-15074; 06-O-10137; and 07-O-10701
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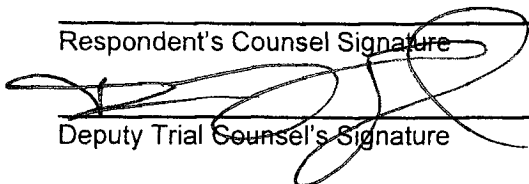
SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts and Conclusions of Law.

Respondent enters into this stipulation as a condition of his/her participation in the Program. Respondent understands that he/she must abide by all terms and conditions of Respondent's Program Contract.

If the Respondent is not accepted into the Program or does not sign the Program contract, this Stipulation will be rejected and will not be binding on Respondent or the State Bar.

If the Respondent is accepted into the Program, upon Respondent's successful completion of or termination from the Program, this Stipulation will be filed and the specified level of discipline for successful completion of or termination from the Program as set forth in the State Bar Court's Statement Re: Discipline shall be imposed or recommended to the Supreme Court.

<u>11/15/07</u> Date	 Respondent's Signature	<u>Hock Loon Yong</u> Print Name
<u>1-15-07</u> Date	 Deputy Trial Counsel's Signature	<u>Eric H. Hsu</u> Print Name

(Do not write above this line.)

In the Matter Of
HOCK LOON YONG

Case Number(s):

**06-O-13258; 06-O-13534; 06-O-14451; 06-O-12875;
06-O-12876; 06-O-12877; 06-O-13893; 06-O-15074;
06-O-10137; and 07-O-10701**

ORDER

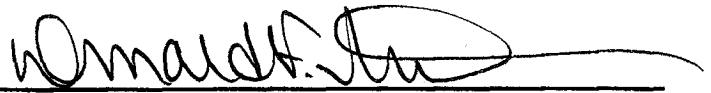
Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- The stipulation as to facts and conclusions of law is APPROVED.
- The stipulation as to facts and conclusions of law is APPROVED AS MODIFIED as set forth below.
- All court dates in the Hearing Department are vacated.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation; or 3) Respondent is not accepted for participation in the Program or does not sign the Program Contract. (See rule 135(b) and 802(b), Rules of Procedure.)

June 5, 2008

Date



Judge of the State Bar Court

CERTIFICATE OF SERVICE

[Rule 62(b), Rules Proc.; Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on April 14, 2009, I deposited a true copy of the following document(s):

ORDER TERMINATING RESPONDENT FROM ADP; DECISION AND ORDER SEALING CERTAIN DOCUMENTS; ORDER REGARDING INACTIVE ENROLLMENT

STIPULATION RE FACTS AND CONCLUSIONS OF LAW

in a sealed envelope for collection and mailing on that date as follows:

- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

PAUL JEAN VIRGO, ESQ.
PO BOX 67682
LOS ANGELES, CA 90067 - 0682

- by interoffice mail through a facility regularly maintained by the State Bar of California addressed as follows:

MONIQUE MILLER, ESQ., Enforcement, Los Angeles
TERRIE GOLDADE, ESQ. Office of Probation, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on April 14, 2009.



Rose Luthi
Case Administrator
State Bar Court