

2 STATE BAR OF NEVADA

FILED

3 SOUTHERN NEVADA DISCIPLINARY BOARD

MAY 10 2006

*[Signature]*

STATE BAR OF NEVADA

5 STATE BAR OF NEVADA, )  
 6 Complainant, )  
 7 vs. )  
 8 JOSEPH Y. HONG, ESQ., )  
 9 Respondent. )

11 PUBLIC REPRIMAND

12 TO: JOSEPH Y. HONG, Esq.

13 Adolfo Delgado was a subtenant of the Bonanza Discount Center ("Center").  
 14 Delgado retained attorney M. Lani Esteban-Trinidad to investigate and remove a lien in  
 15 the amount of \$92,150.89 that was recorded against his property as a result of his  
 16 involvement as a Plaintiff in an Eighth Judicial District Court matter entitled *Suk J. Oh, et*  
 17 *al. v. Smith's Food & Drug Centers, et al.* ("Case"), Case No. 03-A463922. Delgado was  
 18 not aware that he was a Plaintiff in this Case.

19 Suk. J. and Kyong Oh are the primary tenants of Bonanza Discount Center, which  
 20 essentially is a swap meet. The Ohs retained you to represent them in a dispute against  
 21 their landlords wherein the landlords were attempting to evict the swap meet from the  
 22 premises. An initial complaint was filed in the Case on February 26, 2003.

23 The Ohs informed you that all the subtenants were aware of the lawsuit and its  
 24 ramifications, including the possibility of eviction. The Ohs also informed you that all the  
 25 subtenants wanted to join in the lawsuit.

1 During the State Bar's investigation of this matter, you claimed that you prepared  
2 a "Waiver of Conflict of Interest" form for the Ohs to take to all the subtenants to sign.  
3 The Ohs returned the signed forms, and you thereafter added all the subtenants to the  
4 Amended Complaint that was filed on May 15, 2003. You also claimed that during the  
5 course of the litigation, you met with the subtenant vendors at the swap meet to go over  
6 the status of the lawsuit. The meeting was coordinated by the Ohs. A Spanish-speaking  
7 subtenant translated information about the lawsuit to the other Spanish speaking  
8 subtenants.

9 A Motion for Summary Judgment was filed by the Defendants in the District Court  
10 action and the Defendants were subsequently awarded \$92,150.89 in attorney's fees and  
11 costs. This was reduced to judgment and entered against the Plaintiffs on January 5,  
12 2005. You said that it was your belief that the Ohs intended to personally pay the  
13 judgment, as well as the fees and costs associated with the Case.

14 However, the Judgment was rendered against "all Plaintiffs, jointly and severally."  
15 You told the State Bar that you did not question this language because you believed that  
16 the language was "referring to Mr. and Mrs. Oh and not the subtenant vendors."

17 You apparently became aware that the judgment was recorded against the  
18 property of all the subtenants when a constable came to the swap meet to seize money  
19 in execution of the judgment on February 4, 2005. You immediately filed a temporary  
20 restraining order which was signed by Judge Valerie Adair. A conference call was held  
21 between Judge Adair, Respondent and defense counsel. Judge Adair requested that an  
22 Amended Judgment be submitted against the Ohs only, as was the original intention.

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1 An Amended Judgment solely against the Ohs was filed on February 17, 2005,  
2 and Satisfaction of Judgment against the subtenants was recorded with the Clark County  
3 Recorder. A Stipulation to Dismiss the Subtenants was also signed by Respondent on  
4 March 10, 2005.

5 With respect to Mr. Delgado, he did not ever sign the Waiver of Conflict of Interest  
6 regarding his business, Danny's Store, nor did he ever meet with you or the Ohs  
7 regarding the lawsuit. According to Mr. Delgado, he was not aware of the lawsuit until he  
8 found out through his mortgage broker that a lien was recorded against his property. Mr.  
9 Delgado then had to hire Ms. Esteban-Trinidad to assist him in removing the judgment  
10 from his property. Mr. Delgado paid Ms. Esteban-Trinidad a flat rate of \$2,500 for her  
11 services. With the assistance and cooperation of Respondent in providing Ms. Esteban-  
12 Trinidad with copies of the Amended Judgment and Satisfaction of Judgment, Ms.  
13 Esteban-Trinidad was successful in getting the judgment removed.

14 Various other subtenants claimed that they were either not aware of the lawsuit or  
15 that they were not explained the implications of the Waiver that Ms. Oh requested that  
16 they sign. The forms and consequences were never fully explained to the subtenants by  
17 a licensed attorney.

18 In mitigation, you have agreed to reimburse Mr. Delgado for attorney fees and  
19 costs related to his having to retain Ms. Esteban-Trinidad.

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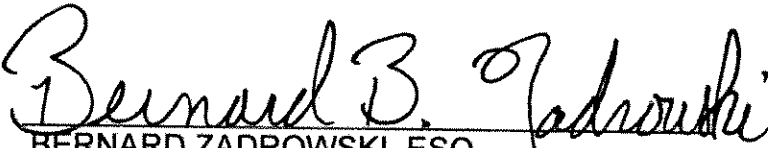
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In light of the foregoing, you violated Supreme Court Rule ("SCR") 151 (Competence), SCR 154 (Communication), SCR 157 (Conflict of Interest: General rule), and SCR 189 (Unauthorized practice of law), and are hereby PUBLICALLY REPRIMANDED.

Dated this 10<sup>th</sup> day of May, 2006.

  
BERNARD ZADROWSKI, ESQ.  
Formal Hearing Panel Chair  
Southern Nevada Disciplinary Board