

DT/15/2021

In the Matter of **Yeo Poh Tiang (Yang Baozhen)** an
Advocate & Solicitor

And

In the Matter of the Legal Profession Act 1966

REPORT OF THE DISCIPLINARY TRIBUNAL

DISCIPLINARY TRIBUNAL

PRESIDENT:

MR ANDRE YEAP, SC

ADVOCATE & SOLICITOR:

MR ANAND NALACHANDRAN

**COUNSEL FOR LAW SOCIETY
OF SINGAPORE:**

**MS. SHUMIN LIN/
MR BENJAMIN TAN ZHI XIONG**

COUNSEL FOR RESPONDENT:

**MR N. SREENIVASAN S.C./
MS RANITA YOGEESWARAN**

DATED THIS 4th DAY OF MAY 2022

Introduction

1. The Honourable the Chief Justice Sundaresh Menon in exercise of his powers under Section 90 of the Legal Profession Act 1966 (“**LPA**”) appointed the Disciplinary Tribunal (“**Tribunal**”) on 5 July 2021 to hear and investigate the matter against Ms Yeo Poh Tiang (“**Respondent**”) and submit its findings to the Chief Justice.
2. The Respondent is an advocate and solicitor of the Supreme Court who was admitted to the roll on 12 July 2006.
3. These disciplinary proceedings arise from a complaint by Mdm Koh Hwee Miem (“**Complainant**”) against the Respondent, who was at all material times the Managing Director of Yeo & Associates LLC (“**Firm**”).
4. By a Notice of Disciplinary Tribunal Proceedings dated 7 July 2021, the Respondent was informed that Disciplinary Tribunal proceedings have been commenced against her and she was required to answer the allegations in the complaint and the statement of case which accompanied the said Notice.
5. The Law Society of Singapore (“**Law Society**”) was represented by Shumin Lin from M/s Drew & Napier LLC whilst the Respondent was represented by N. Sreenivasan SC, and Ranita Yogeeswaran from M/s Straits Law Practice LLC.

Procedural History

6. These proceedings involve 2 charges for breaches of Rule 17(3) as well as Rule 5(2) of the Legal Profession (Professional Conduct) Rules 2015 (“**Rules**”), which amount to improper conduct or practice as an advocate and solicitor under Section 83(2)(b) of the LPA, with 2 alternative charges for misconduct unbecoming an advocate and solicitor under Section 83(2)(h) of the LPA. In essence, the 1st Charge under Rule 17(3) of the Rules alleges that the Respondent failed to inform the Complainant that fees paid for services were charged on a non-refundable basis, while the 2nd Charge under Rule 5(2)(c) and (h) of the Rules alleges that the Respondent failed to provide/contact/instruct the

Complainant in respect of the services after 22 days even though the services were represented as “fast and expedient”.

7. Pursuant to the directions of this Tribunal, the Defence was filed on 11 August 2021, the Lists of Documents were filed on 26 August 2021, the Affidavits of Evidence in Chief, Bundles of Documents and Bundles of Authorities were filed on 28 September 2021, the Opening Statements were filed on 14 October 2021 and the matter was scheduled for hearing from 20 to 22 October 2021. On the 1st day of the hearing, Counsel for the Law Society sought leave to amend the Statement of Case and in particular, to clarify the elements of the 2 charges, and to separate the alternative charges. Counsel for the Respondent had no objections. The Tribunal granted leave for the amendments and the hearing was completed on the 2nd day after receiving testimony from the Complainant and the Respondent. Following the hearing and as directed by the Tribunal in consultation with the parties, the parties submitted and exchanged their respective written closing submissions on 2 December 2021 as well as written reply closing submissions on 23 December 2021.

Background

8. The Firm owns and operates “DivorceBureau®” – a website (www.divorcebureau.com.sg) described as a “Do-It-Yourself (DIY) Portal” (“**Portal**”) developed by the Respondent to facilitate and expedite uncontested divorces at lower cost. DivorceBureau® Service (“**DBS**”) was the basic service to assist users with generating the necessary Court documents. The Portal offered the “PLUS Service” (also referred to as “**PLUSS**”) to assist users with filing the Court papers and the “Legal Advice Service” (also referred to as “**LAS**”) to provide a consultation with a “senior family lawyer”. DBS costs S\$599, PLUSS costs S\$380 and LAS costs S\$150.
9. On 12 February 2020, the Complainant opted for the DBS, PLUSS and LAS and paid the sum of S\$1,129 to the Firm through the Portal. Thereafter, the Complainant did not complete the online forms and had no communication with the Firm and/or the

Respondent until the Complainant requested a full refund on 5 March 2020, ie, 22 days later.

10. On 6 March 2020, the Firm's staff replied to reject this request and despite the Complainant's appeal, the Firm maintained that the payment was "non-refundable". On 11 March 2020, there was further communication with the Complainant and the Firm's staff highlighted the disclaimer that the payment was "considered fully utilised" with access to the subsequent pages and extended this position beyond DBS to include PLUSS and LAS as well.
11. On 11 March 2020, the Complainant attempted to contact the Respondent to no avail and replied to the Firm and Respondent via email. The Complainant called the Firm, but the staff was unwilling to discuss the matter further. On 12 March 2020, the Complainant and Respondent communicated via email. However, there was no amicable solution or resolution to this issue.
12. On 15 March 2020, the Complainant informed the Firm to stop work (if any) and the Respondent reiterated the previous position and the "terms and conditions" of the Portal.

The Complaint

13. By way of a letter to the Law Society of Singapore dated 13 May 2020, the Complainant lodged the Complaint against the Respondent for:
 - (a) acting in a way which was contrary to a legal practitioner's position by using intimidating language and accusing her of harassment when she repeated her request for a refund of fees for services which, from her point of view, had not been provided;
 - (b) lacking honesty about the services covered by the fees which the Complainant had paid for, and for refusing to provide services which the Complainant had already paid for; and

- (c) failing to act with reasonable diligence in the provision of services, as no documents were prepared and no appointment had been made for legal consultation, and the services were not completed by the time the Respondent requested a refund on 5 March 2020, which was 22 days after she paid for the services through the Portal.

Law Society's Case

- 14. The Law Society took the position that the Complainant became a client of the Firm and the Respondent upon making payment for legal services (DBS, PLUSS and LAS) on 12 February 2020. The Law Society submitted that the purported disclaimers relied on by the Respondent: (i) did not negate the solicitor-client relationship, and (ii) did not adequately inform the Complainant that the legal fees were paid on a “non-refundable” basis. The Law Society further submitted there was a failure to act with reasonable diligence and competence and to provide timely advice since the Respondent did not contact the Complainant for 22 days and the Portal represented that the process would be “fast and easy”. The Tribunal notes that the Law Society has not proposed a particular sanction but highlighted relevant precedents that supported a reprimand for breach of Rule 17(3) and a fine for breach of Rule 5(2) of the Rules. The Tribunal understood the Law Society's position to be that there was no dishonesty and no cause of sufficient gravity for disciplinary action under Section 83 of the LPA.

Respondent's Case

- 15. The Respondent contends there was no solicitor-client relationship with the Complainant because the Portal provided “DIY services” and sought to separate the distinct services. The Respondent further contends that the Complainant was a litigant-in-person and that the purported disclaimers highlighted: (i) there was no solicitor-client relationship, and (ii) the payments were “fully utilized” upon access to the Portal pages. The Respondent explained that the Complainant would have been contacted after 30 days if the forms had not been submitted because the Portal allowed users to “edit the online form for the next 30 days” and that the Complainant did not request for PLUSS and LAS. The Tribunal

notes that the Respondent has proposed a fine or reprimand if one or both charges are established.

Tribunal's Determination

16. During the hearing, the Tribunal heard the testimony of the Complainant and the Respondent and after the hearing, the Tribunal has considered the written submissions and written reply submissions of the parties in arriving at its findings on the pertinent issues. From the outset, the Tribunal notes that the Charges do not include DBS and relate to PLUSS and LAS only. The Charges (as amended) are set out below.

FIRST CHARGE

That you, YEO POH TIANG (YANG BAOZHEN), an Advocate and Solicitor of the Supreme Court of Singapore, whilst practicing with the firm of Yeo & Associates LLC ("the Firm") located at 101A Upper Cross Street #12-13, People's Park Centre, Singapore 058358, are charged that you had, on or around 12 February 2020, breached Rule 17(3) of the Legal Profession (Professional Conduct) Rules, in that you had failed to inform Koh Hwee Miem that the fees which she paid on 12 February 2020 for the "PLUS Service" and "Legal Advice Service" were being charged on a non-refundable basis, such breach amounting to improper conduct or practice as an advocate and solicitor within the meaning of Section 83(2)(b) of the Legal Profession Act.

ALTERNATIVE FIRST CHARGE

That you, YEO POH TIANG (YANG BAOZHEN), an Advocate and Solicitor of the Supreme Court of Singapore, whilst practicing with the firm of Yeo & Associates LLC ("the Firm") located at 101A Upper Cross Street #12-13, People's Park Centre, Singapore 058358, are charged that you had, on or around 12 February 2020, failed to inform Koh Hwee Miem that the fees which she paid on 12 February 2020 for the "PLUS Service" and "Legal Advice Service" were being charged on a non-refundable basis, and are thereby guilty of such misconduct unbefitting an advocate and solicitor as an

officer of the Supreme Court or as a member of an honourable profession within the meaning of Section 83(2)(h) of the Legal Profession Act.

SECOND CHARGE

That you, YEO POH TIANG (YANG BAOZHEN), an Advocate and Solicitor of the Supreme Court of Singapore, whilst practicing with the firm of Yeo & Associates LLC (“the Firm”) located at 101A Upper Cross Street #12-13, People’s Park Centre, Singapore 058358, are charged that you had, between 12 February 2020 and 5 March 2020, breached Rule 5(2)(c) and (h) of the Legal Profession (Professional Conduct) Rules, in that you had failed to provide the services which Koh Hwee Miem had paid for on 12 February 2020, including filing of court documents in Court under the “PLUS Service”, and providing legal advice under the “Legal Advice Service”, and that no document had been filed and no appointment had been fixed with Koh Hwee Miem even after a period of 22 days had passed, despite the fact that the aforesaid services were stated to be fast and expedient; further, that you had failed to contact Koh Hwee Miem in respect of the services that had been paid for on 12 February 2020 or instruct Koh Hwee Miem on how to avail herself of the aforesaid services, such breach amounting to improper conduct or practice as an advocate and solicitor within the meaning of Section 83(2)(b) of the Legal Profession Act.

ALTERNATIVE SECOND CHARGE

That you, YEO POH TIANG (YANG BAOZHEN), an Advocate and Solicitor of the Supreme Court of Singapore, whilst practicing with the firm of Yeo & Associates LLC (“the Firm”) located at 101A Upper Cross Street #12-13, People’s Park Centre, Singapore 058358, are charged that you had, between 12 February 2020 and 5 March 2020, failed to provide the services which Koh Hwee Miem had paid for on 12 February 2020, including filing of court documents in Court under the “PLUS Service”, and providing legal advice under the “Legal Advice Service”, and that no document had been filed and no appointment had been fixed with Koh Hwee Miem even after a period of 22 days had passed, despite the fact that the aforesaid services were stated to be fast and

expedient; further, that you had failed to contact Koh Hwee Miem in respect of the services that had been paid for on 12 February 2020 or instruct Koh Hwee Miem on how to avail herself of the aforesaid services, and are thereby guilty of such misconduct unbefitting an advocate and solicitor as an officer of the Supreme Court or as a member of an honourable profession within the meaning of Section 83(2)(h) of the Legal Profession Act.

17. Based on the Portal and the available evidence, the Tribunal is satisfied that a solicitor-client relationship was established between the Complainant and the Respondent upon payment being made on 12 February 2020. There is no dispute that the DBS service was provided by and that the payment was received by the Firm, as a consequence of which these payments would constitute legal fees for legal services. On the facts, the Tribunal finds that the purported disclaimers do not negate the presence of a retainer and that the Complainant engaged the Firm and the Respondent via the Portal and paid for legal services. The Tribunal notes that the legal fees for PLUSS and LAS have not been refunded.

1st Charge – Rule 17(3) of the Rules

18. Rule 17(3)(a) of the Rules provides as follows:

(3) A legal practitioner must —

(a) inform his or her client of the basis on which fees for professional services will be charged, and of the manner in which those fees and disbursements (if any) are to be paid by the client;

19. The Respondent places heavy reliance on 2 disclaimers, the first of which is referred to as “the Page 180 Disclaimer”, which stated:

“... Clients are able to take as much time as they need to complete the forms. Thus, your payment is considered fully utilized when you access the subsequent pages for the paid service.”

The Page 180 Disclaimer can be found in Exhibit YPT-4 to the Respondent's affidavit of evidence-in-chief ("AEIC") at p180.

20. The Page 180 Disclaimer, which is set out right before the Payment section on the "Informations [sic] & Payment" page, stated as follows:

"Divorcebureau.com.sg seeks to provide assistance to the best of our ability to help users prepare and generate the legal document necessary to file for divorce in the Family Justice Courts of Singapore but is not responsible for the content of the legal document generated from our website, neither are we responsible for the rejecting of the said documents by the Singapore Courts due to inaccurate input or false information, or any reasons whatsoever. By clicking "Continue", you are agreeing to the terms and conditions governing the usage of divorcebureau.com.sg.

DivorceBureau.com.sg is an online Do-It-Yourself (DIY) service which enables our clients to use our online service at their own convenience 24 hours a day, 7 days a week. Clients are able to take as much time as they need to complete the forms. Thus, your payment is considered fully utilized when you access the subsequent pages for the paid service.

Due to Private and Confidentiality issues and to protect all our clients' information, we will strictly not entertain any questions from non-registered users. All correspondence by registered users will have to be via email only."

21. The Page 180 Disclaimer did not state that no solicitor-client relationship was formed between the Firm and users of the Portal. This was acknowledged by the Respondent under cross-examination. In fact, the Page 180 Disclaimer, as highlighted above, suggested that a solicitor-client relationship was formed, as it referred to registered users as "clients" on three occasions. In a similar vein, there were numerous references to users being "clients" elsewhere on the Portal:

- (a) The header of every page of the Portal stated: *“Contact our client care specialist at +65 8588 8824 for 24 hr/weekends support”*.
 - (b) The link to access the DivorceBureau® Service, which was included in the header of every page of the Portal, was titled *“Client Login”*.
 - (c) The “Contact Us” Page of the Portal stated: *“Complete the [Client Support] form below and a family lawyer will contact you within 1 working day”*.
22. Thus, the Page 180 Disclaimer did not negate a solicitor-client relationship between the Firm and users of the Portal; to the contrary, it indicated that users are clients of the Firm.
23. The second disclaimer relied on by the Respondent is referred to as “the Page 135 Disclaimer”, which essentially provided that there was no solicitor and client relationship for the DBS, and which stated as follows:

“DivorceBureau.com.sg Disclaimer

DivorceBureau.com.sg seeks to provide assistance to the best of our ability to help users prepare and generate the document necessary to file for divorce in the Family Justice Courts of Singapore but is not responsible for the content of the document generated from our website, neither are we responsible for the rejection of the said documents by the Singapore Courts due to inaccurate input or false information, or any reasons whatsoever. By clicking “Next”, you are agreeing to the terms and conditions governing the usage of DivorceBureau.com.sg.

DivorceBureau.com.sg is an information service provider. We do not provide legal advice and no solicitor-client relationship is established in any form with anyone using the service provided by our website. The contents in DivorceBureau.com.sg are for the purposes of providing general information only.

The contents in DivorceBureau.com.sg are not intended to be legal or an exhaustive statement of the Law. The contents in DivorceBureau.com.sg may fail to meet all your

necessary needs and are not intended to replace professional legal advice. You should consult a lawyer for legal advice for your specific situation.

Divorcebureau.com.sg and Yeo & Associates LLC are not responsible for any loss which may arise from the usage of the contents or services provided by our website by any user. DivorceBureau.com.sg does not have any fee-sharing arrangements with any law firms or lawyers.”

The Page 135 Disclaimer can be found in Exhibit YPT-4 to the Respondent’s AEIC at p135.

24. However, there was no contemporaneous evidence before the Tribunal to show that the Page 135 Disclaimer was in fact incorporated into the Portal when the Complainant accessed it on 12 February 2020. Furthermore, the Page 135 Disclaimer was never brought to the attention of users like the Complainant.
25. Unlike the Page 180 Disclaimer, which was set out in full before the Payment section on the “Informations [sic] & Payment” page on Page 180 of the Respondent’s AEIC, the Page 135 Disclaimer was purportedly accessible only when users clicked on a “Disclaimer Details” link which was hidden in the footer of each page of the Portal. In short, taking the Respondent’s argument at its highest, not only was the Page 135 Disclaimer not highlighted on each page of the Portal, it was also hidden and buried in the “Disclaimer Details” link in the footer of each page of the Portal.
26. As the Tribunal sees it, there are two possible reasons why the second paragraph of the Page 135 Disclaimer, which informed users that no solicitor-client relationship was established, was not reflected in the Page 180 Disclaimer:
 - (a) the Page 135 Disclaimer did not exist on 12 February 2020 when the Complainant accessed the Portal; or

- (b) the Respondent did not want to highlight to users, immediately before they made payment on the “Informations [sic] & Payment” page on Page 180 of the Respondent’s AEIC, that it was intended that no solicitor-client relationship exist in respect of the Divorce Bureau Service.
27. The Tribunal is not convinced that the Page 135 Disclaimer existed as of 12 February 2020, when the Respondent accessed the Portal as the provision therein for the absence of a solicitor- client relationship would be contrary to the language in the Page 180 Disclaimer which referred to users of the Divorce Bureau Service as clients of the Firm. Even if it existed then, the Tribunal would not give effect to the Page 135 Disclaimer as it was not brought to the attention of users such as the Respondent prior to the making of any payment for the Divorce Bureau Service. Accordingly, the Tribunal finds that the Complainant had become a client of the Respondent and the Firm from the time she accessed and used the Portal and made payment on 12 February 2020.
28. The Tribunal also notes that the Page 180 Disclaimer did not inform users that their payments were non-refundable. Stating that a payment was “considered fully utilized” did not mean that the payment would be non-refundable.
29. As the Respondent had admitted under cross-examination, even monies which the Respondent considered to be “fully utilized” could still be refunded by the Firm on a goodwill basis. In fact, the Respondent’s evidence was that she and the Firm would have been willing to consider a partial refund, if the Complainant had requested for a refund in respect of the PLUS Service and the Legal Advice Service, as demonstrated in paragraph 34 below. Thus, even if the Respondent was entitled to treat any payment as fully utilised, it did not follow that such payment was non-refundable.
30. Moreover, the Respondent’s reasoning that the payment was considered fully utilised because “[c]lients are able to take as much time as they need to complete the forms” could at best only apply to the DBS, which involved users accessing the Portal and completing the forms. The reasoning could not apply to the PLUSS and the LAS, which did not entail accessing the Portal and filling in forms. Moreover, as the Respondent

admitted, nowhere in the text of the Page 180 Disclaimer does it refer to the PLUSS or the LAS.

31. On the stand, the Respondent tried to explain that the Page 180 Disclaimer extended to the PLUSS and the LAS because, immediately below the Page 180 Disclaimer, users were given the option of selecting the PLUSS and the LAS.
32. However, this explanation/argument by the Respondent is untenable. Whether users had the option of selecting the PLUSS and LAS has no bearing on and does not alter the meaning conveyed by the clear words of the Page 180 Disclaimer, which clearly stated, for the DBS, with no reference to the PLUSS and LAS, that *“your payment is considered fully utilized when you access the subsequent pages for the paid service.”*
33. The Tribunal also noted that, even when the Respondent was questioned by the Tribunal about the logic behind payment for the PLUS Service being utilised when no filing services was provided, the Respondent was unable to provide any logical justification for this. The relevant extract from the transcript of the hearing on 21 October 2021 reads as follows:

“President:

Sorry, can we then go to page 180? I am struggling to understand how you say or logically justify a position that payment of the PLUS Service could be utilised if no service has been done and the user has simply accessed the subsequent pages of the portal. How do you justify that?

... My question was simply this: How do you justify saying or taking the position, right, that the payment for the PLUS Service is utilised if a user has accessed the subsequent pages on the paid service, but no service---no filing has been done?

Witness:

Yes, because in---as I---as I mentioned, is to make it hassle free for them. At the time when they complete the generation of their documents, the next logical step is to file it. So when---we want them to be responsible when they use our services. When they click onto this PLUS Service, then they already decide that they want someone else to file it for you because they want to save the hassle to file your own divorce papers, they click on it. So if they click on it, it means that it is fully utilised, and it's not refundable because users have to be responsible, in a way, on the segment that they choose.

President:

---for the filing service. Your position is still the same, "Once you've opted for it, it's considered utilised, even though nothing is done in relation to the service"?

Witness:

Yes, at that time, it was the concept that everything is based on the---the responsibility of the users as well on what they think they want. So eventually, it didn't materialise due to many reasons. For our website, it's considered as utilised, no refunds. But as I said, I always said, there's always a better practice, and I'm constantly looking at improving it because it is really for the benefit of myself; there's no reason that I don't improve it, I'm happy to improve it. And I also said before, on the hindsight, if, at the time, Ms Koh has asked for the refund of these two parts, I might have considered."

34. Clearly, the Page 180 Disclaimer did not inform users that their payment was non-refundable. Apart from the Page 180 Disclaimer, the Respondent does not assert that any other part of the Portal informed users that their payments were non-refundable.
35. With respect, the Tribunal does not accept the Respondent's explanation that the phrase in the Portal ("*your payment is considered fully utilized when you access the subsequent pages for the paid service*") adequately conveys that the legal fees were paid on a non-refundable basis because a "fully utilized" payment can still be refunded. Even if the

phrase “fully utilized” could be equated with “non-refundable”, the Tribunal finds that the Page 180 Disclaimer would refer and relate to DBS only and not to PLUSS and LAS.

36. Accordingly, the Tribunal finds that the 1st Charge has been made out.

2nd Charge – Rule 5(2) of the Rules

37. Rule 5(2)(c) and (h) of the Rules provide as follows:

(2) A legal practitioner must –

...

(c) act with reasonable diligence and competence in the provision of services to the client;

...

(h) provide timely advice to the client;

38. With respect, the Tribunal does not accept the Law Society’s position that the Respondent failed to act with reasonable diligence and competence and to provide timely advice to the Complainant. There was no dispute that the Complainant did not complete the forms and that the Portal allowed users to “*edit the online forms for the next 30 days*”. There is also no dispute that the Complainant did not reach out to the Firm or the Respondent to request specifically for the LAS during this 30-day period. If the forms had been completed, PLUSS could have been available. If advice had been requested, LAS could have been provided. The Tribunal accepts that the Respondent did not act unreasonably in waiting 30 days for the Complainant to edit the forms and there was no impediment for the Complainant to contact the Firm and Respondent during this period. Accordingly, Tribunal finds that the 2nd Charge has not been made out.

Appropriate Sanction

39. In *The Law Society of Singapore v. Huang Lui* [DT 11/2020], the regulated practitioner pleaded guilty to a charge under Rule 17(3) of the Rules and the Tribunal determined that

the regulated practitioner should be reprimanded and ordered to pay the Law Society's costs of those proceedings fixed at S\$5,000 plus reasonable disbursements. In that case, counsel for the Law Society directed the tribunal's attention to two cases: *The Law Society of Singapore v Anand K Thiagarajan* [2009] SGDT 2 and *The Law Society of Singapore v Chung Kok Soon* [2002] SGDSC 2. In both those cases, a breach of the obligation to inform a client of the basis on which fees for professional services would be charged attracted a reprimand and an order that the Respondent pay the Law Society's costs of the Disciplinary Tribunal proceedings.

40. Considering all the relevant facts of the case, the findings made by the Tribunal and the relevant precedents, Tribunal recommends that the Respondent be reprimanded.
41. Further, given the materials filed, the duration of the hearing, the extent of the written submissions and the fact that the Law Society had made out the 1st Charge but not the 2nd Charge, the Tribunal considers that cost in the sum of \$8,000, plus reasonable disbursements, to be fair and reasonable and should be paid by the Respondent to the Law Society.
42. In conclusion, the Tribunal makes the following determination that:
 - (a) pursuant to Section 93(1)(b) of the LPA, while no cause of sufficient gravity for disciplinary action exists under Section 83 of the LPA, the Respondent should be reprimanded; and
 - (b) pursuant to Section 93(2) of the LPA, the Respondent is ordered to pay the Law Society's costs of these proceedings fixed at S\$8,000 plus reasonable disbursements.

Dated this 4th day of May 2022



Mr Andre Yeap S.C.
President



Mr Anand Nalachandran
Member