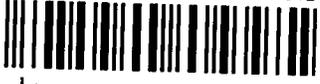


ORIGINAL

The Bar Court of the State Bar of California  
 Hearing Department:  Los Angeles  San Francisco  
 PILOT PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE AND MENTAL HEALTH ISSUES

<b>Counsel for the State Bar</b> THE STATE BAR OF CALIFORNIA OFFICE OF THE CHIEF TRIAL COUNSEL CHARLES A. MURRAY, No. 146069 BROOKE A. SCHAFER, No. 194824 1149 South Hill Street, 10th Floor Los Angeles, California 90015-2299 Telephone: (213) 765-1000	<b>Case Number(s)</b> 01-J-01613; 00-O-13795; 00-O-13432; 00-O-14525 00-O-14578; 00-O-14890; 00-O-14903; 00-O-15015 00-O-15179; ; 01-O-00371; 01-O-00913 01-O-01011; 01-O-01197; 01-O-01384; 01-O-01868 01-O-03701 - RMT	(for Court use)  <div style="text-align: center; font-size: 2em; opacity: 0.5;">CONFIDENTIAL</div> <div style="text-align: center; font-size: 3em; font-weight: bold;">LODGED</div> <div style="text-align: center; font-size: 1.5em; font-weight: bold;">MAR 04 2018</div> <div style="text-align: center; font-size: 1.2em;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</div> <div style="text-align: center; font-size: 1.5em; font-weight: bold;">JUN 28 2005</div> <div style="text-align: center; font-size: 1.2em;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</div>
<b>Counsel for Respondent</b> Arthur L. Margolis, Esq. MARGOLIS & MARGOLIS, LLP 2000 Riverside Drive Los Angeles, CA 90039-3758	<div style="text-align: center; font-size: 1.5em; font-weight: bold;">PUBLIC MATTER</div> <div style="text-align: center; font-size: 1.2em;">kwiktag® 035 131 812</div> 	
<b>In the Matter of</b> Thomas Alan Stanley  Bar # 45990  A Member of the State Bar of California (Respondent)	Submitted to Pilot Program Judge  <div style="text-align: center; font-weight: bold;">STIPULATION RE FACTS AND CONCLUSIONS OF LAW</div>  <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	

**Parties' Acknowledgments:**

- (1) Respondent is a member of the State Bar of California, admitted January 15, 1970  
(Date)
- (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 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. Dismissed charge(s)/count(s) are listed under "Dismissals." This stipulation consists of 96 pages.
- (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."
- (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.

Note: All information required by this form and any additional information which cannot be provided in the space provided, shall be set forth in the text component (attachment) of this stipulation under specific headings, i.e., "Facts", "Dismissals", "Conclusions of Law."

B. Aggravating Circumstances (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 Action violations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (d)  Degree of prior discipline \_\_\_\_\_
- (e)  If Respondent has two or more incidents of prior discipline, use space provided below or under "Prior Discipline"
- (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 the victims of his/her misconduct or the State Bar during disciplinary investigation or proceedings.
- (7)  Multiple/Pattern of Misconduct: Respondent's current misconduct evidences multiple acts of wrong doing or demonstrates a pattern of misconduct.
- (8)  No aggravating circumstances are involved.

Additional aggravating circumstances:

C. Mitigating Circumstances [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 to 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 of force of disciplinary or criminal proceedings.~~ (see attachment)
- (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 were directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drugs 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.
- (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: Mitigation is more fully explained in the attachment hereto.

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

If the Respondent is not accepted into the Pilot Program or does not sign the Pilot 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 Pilot 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.

12/11/03  
Date

Thomas Alan Stanley  
Respondent's Signature

Thomas Alan Stanley  
Print Name

12/12/03  
Date

Arthur L. Margolis  
Respondent's Counsel Signature

Arthur Margolis  
Print Name

Dec. 12, 2003  
Date

Brooke A. Schafer  
Deputy Trial Counsel's Signature

Charles A. Murray  
Brooke A. Schafer  
Print Name

1                   **Attachment to Stipulation re: Facts and Conclusions of Law**  
2                                   ***In re Thomas Alan Stanley***

3 Investigation nos.:   01-J-01613; 00-O-13795; 00-O-13432; 00-O-14525;  
4                                   00-O-14578; 00-O-14890; 00-O-14903; 00-O-15015;  
5                                   00-O-15179; 01-O-00371; 01-O-00913; 01-O-01011;  
6                                   01-O-01197; 01-O-01384; 01-O-01868; and 01-O-03701

7 **I.        **JURISDICTION****

8            Respondent, Thomas Alan Stanley, was admitted to practice law in the State of  
9 California on January 15, 1970, was a member at all times pertinent to these charges and is  
10 currently a member of the State Bar of California.

11 **II.       **STIPULATED STATEMENT OF ACTS OR OMISSIONS****

12 **ACKNOWLEDGED BY RESPONDENT AS CAUSE OR CAUSES FOR**  
13 **DISCIPLINE, AND CONCLUSIONS OF LAW**

14 The parties stipulate that the following acts and/or omissions constitute cause for discipline:

15 **1.   General Background Facts**

16            1. From March 2000 through June 2001, Respondent was affiliated with American  
17 Justice Publications, Inc. ("AJP") and Professional Accounts Service Corporation ("PAS"),  
18 which do business together in Woodland Hills, California.

19            2. AJP and PAS were incorporated in Nevada in July 1997. In documents filed on  
20 December 6, 1997, "Alan" Carruth is listed as the secretary of AJP and PAS, and the  
21 documents were signed by A. Brent Carruth ("Carruth") using the title of "Secretary." Paul  
22 Nelson ("Nelson") was identified as the "Treasurer" of AJP. Carruth, State Bar No. 47560,  
23 was disbarred by the California Supreme Court in case number S056711 on January 22,  
24 1997. Carruth's daughter, Catrina Carruth presently is the only listed officer of the Nevada  
25 corporations, neither of which are currently active. AJP is registered with the California  
26 Secretary of State to do business in California; however, PAS is not.

//

1 3. AJP has not been certified by the State Bar as a Lawyer Referral Service, nor has  
2 it registered with the State Bar as a professional law corporation.

3 4. On or about March 3, 2000, Respondent entered into a written contract with AJP  
4 for various services including: advertising expense (\$3,500); office expense (\$1,000); client  
5 relations representative expense (\$2,580); paralegal (\$2,000); telephone (\$1,500);  
6 Professional Account Services (\$1,500); legal expense (\$2,500); and miscellaneous overhead  
7 (\$500). AJP's monthly service charge to Respondent was \$15,080. The contract between  
8 Respondent and AJP provided that all fees were to be collected by PAS and deposited into a  
9 bank account over which Respondent had no control. The contract provided that  
10 Respondent's monthly service charge could be deferred if the total amount of client fees  
11 generated failed to exceed 70% of the monthly service charge, otherwise Respondent would  
12 receive 30% of the fees generated and AJP would receive 70%. During the pendency of the  
13 contract the total monthly fee generated never exceeded the total amount of the monthly  
14 service charge, and, effectively, Respondent was paid a 30% split of all fees collected from his  
15 clients, and AJP and PAS retained 70%.

16 5. Beginning in March 2000 and continuing through June 2001, Respondent  
17 advertised in AJP's magazine entitled *American Justice*, which AJP distributed within  
18 California jails and prisons. The telephone numbers provided in Respondent's advertisements  
19 were connected to the offices of AJP and PAS in Woodland Hills, California. Acting as  
20 Respondent's agents, AJP and PAS employees screened telephone calls from Respondent's  
21 prospective clients, accepted the deposit of advanced attorneys' fees, obtained signed  
22 promissory notes on Respondent's behalf, and negotiated and signed fee agreement with  
23 Respondent's clients.

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2. Case no. 01-J-01613

COUNT ONE Case No. 01-J-01613 – RPC 3-700(A)(2)  
[Improper Withdrawal From Employment]

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1. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by failing, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client, as follows:

2. On or about July 30, 1998, Respondent was engaged to file an appeal in the United States Court of Appeal for the Ninth Circuit in the matter of *USA v. Raffi Donoyan*, Case Number 98-50441. The appellant's opening brief was due by October 22, 1998.

3. On or about October 26, 1998, Respondent moved for an extension of time to file an opening brief, which was granted until November 23, 1998.

4. On or about November 18, 1998, Respondent moved for an extension of time to file an opening brief, which was denied by the court.

5. Respondent failed to file an opening brief, and, on or about July 21, 1999, the court filed a default order for failure to file the opening brief and ordered Respondent to correct the deficiency within 14 days or file for relief from the court's order.

6. Respondent failed to respond, and, on or about March 15, 2000, the court ordered Respondent to respond within 14 days and show cause in writing why he should not be sanctioned in an amount not less than \$500 for failing to comply with the court's rules and orders. The order was served on Respondent by certified mail and a return receipt was received by the court on or about March 22, 2000.

7. Respondent failed to file an opening brief, and on or about May 8, 2000, the appellant having failed to inform the court that he had retained new counsel, requested appointment of substitute counsel, or intended to represent himself, the court ordered Appellant to respond with 21 days of his intention or risk dismissal of the appeal for failure to prosecute.

1 8. On or about June 29, 2000, sanctions in the amount of \$500 were imposed against  
2 Respondent for failing to file a timely opening brief, to respond to the July 21, 1999 default  
3 notice, or to the court's orders of March 15, 2000 and May 8, 2000. The appeal was  
4 dismissed for failure to prosecute.

5 9. By failing to prosecute Donoyan's criminal appeal in the Ninth Circuit and by  
6 allowing the appeal to be dismissed, Respondent in effect abandoned his client, withdrew from  
7 employment, deprived his client of the right to have the Ninth Circuit determine his case on the  
8 merits, thereby failing to take reasonable steps to avoid reasonably foreseeable prejudice to his  
9 client.

10 COUNT TWO Case No. 01-J-01613 – RPC 3-110(A)  
[Failure to Perform with Competence]

11 10. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
12 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
13 follows:

14 11. On or about December 21, 1998, Respondent was engaged to file an appeal in  
15 the United States Court of Appeal for the Ninth Circuit in the matter of *USA v. Miguel*  
16 *Macias-Hernandez*, Case Number 98-50760. The appellant's opening brief was due by  
17 March 18, 1999.

18 12. On or about March 11, 1999, Respondent moved for an extension of time to file  
19 an opening brief, which was granted until April 19, 1999.

20 13. Respondent failed to file an opening brief, and, on or about February 29, 2000,  
21 the court filed a default order for failure to file the opening brief and ordered Respondent to  
22 correct the deficiency within 14 days or file for relief from the court's order.

23 14. Respondent failed to respond to the court's order, and, on or about October 16,  
24 2000, the court provided Respondent with one final opportunity to prosecute the appeal. It  
25 ordered Respondent to file the opening brief within 14 days or face sanctions. The order was  
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served on Respondent by certified mail.

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15. Respondent failed to respond to the court's order, and on or about December 19, 2000, the court ordered Respondent to show cause in writing why he should not be sanctioned in an amount not less than \$500 for failing to comply with the court's rules and orders. The order was served on Respondent by certified mail, and a return receipt was received by the court on or about December 28, 2000.

16. On or about February 9, 2001, Macias-Hernandez having failed to inform the court that he had retained new counsel, requested appointment of substitute counsel, or intended to represent himself, the court ordered Macias-Hernandez to respond with 28 days of his intention or risk dismissal of the appeal for failure to prosecute. Macias-Hernandez failed to respond, and on or about February 12, 2001, Macias-Hernandez was found to be a fugitive.

17. On or about March 19, 2001, because Macias-Hernandez failed to respond and was found to be a fugitive, the appeal was dismissed.

18. By failing to prosecute Macias-Hernandez's criminal appeal in the Ninth Circuit, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence.

COUNT THREE Case No. 01-J-01613 – RPC 3-110(A)  
[Failure to Perform with Competence]

19. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by intentionally, recklessly, or repeatedly failing to perform legal services with competence, as follows:

20. On or about June 29, 1999, Respondent was engaged to file an appeal in the United States Court of Appeal for the Ninth Circuit in the matter of *USA v. James A. Mason*, Case Number 99-50389. The appellant's opening brief was due by August 24, 1999.

21. On or about August 24, 1999, Respondent made a late telephonic request for an

extension of time to file an opening brief, which was denied.

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22. On or about September 8, 1999, Respondent filed a late motion for an extension of time to file an opening brief, which was granted. The opening brief became due on October 8, 1999. Respondent was informed that a motion for an extension should be filed at least seven days before the expiration of the time prescribed for filing the brief.

23. On or about October 8, 1999, the Respondent's second late motion for an extension of time to file an opening brief was granted. The opening brief became due on November 8, 1999.

24. On or about October 8, 1999, the Respondent's third late motion for an extension of time to file an opening brief was granted. The opening brief became due on December 30, 1999. The court informed Respondent that any further delay in the prosecution of the appeal was strongly disfavored and might subject Respondent to sanctions.

25. Respondent failed to file an opening brief, and, on or about February 29, 2000, the court filed a default order for failure to file the opening brief and ordered Respondent to correct the deficiency within 14 days or file for relief from the court's order.

26. On or about May 5, 2000, the court received a letter from Mason complaining about communication problems with Respondent.

27. Respondent failed to respond to the court's order, and, on or about May 15, 2000, the court ordered Respondent to respond within 14 days and show cause in writing why he should not be sanctioned in an amount not less than \$500 for failing to comply with the court's rules and orders. The order was served on Respondent by certified mail and a return receipt was received by the court on or about May 23, 2000.

28. On or about June 12, 2000, the Federal Public Defender was ordered to represent Mason.

29. On or about June 28, 2000, sanctions in the amount of \$500 were imposed against Respondent as a judgment, and he was ordered to pay the sanction within 21 days,

1 subject to the imposition of additional sanctions. A copy of the court order was served on  
2 Respondent by certified mail, and a return receipt was received by the court on or about July  
3 6, 2000.

4 30. By failing to prosecute Mason's criminal appeal in the Ninth Circuit, Respondent  
5 intentionally, recklessly, or repeatedly failed to perform legal services with competence.

6 COUNT FOUR Case No. 01-J-01613 – RPC 3-700(A)(2)  
7 [Improper Withdrawal From Employment]

8 31. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by  
9 failing, upon termination of employment, to take reasonable steps to avoid reasonably  
10 foreseeable prejudice to his client, as follows:

11 32. On or about June 14, 1999, Respondent was engaged to file an appeal in the  
12 United States Court of Appeal for the Ninth Circuit in the matter of *USA v. Juan Salas*, Case  
13 Number 99-50392. The appellant's opening brief was due by September 7, 1999.

14 33. On or about September 10, 1999, Respondent moved for an extension of time to  
15 file an opening brief, which was granted until October 7, 1999.

16 34. Respondent failed to file an opening brief, and, on or about March 7, 2000, the  
17 court filed a default order for failure to file the opening brief and ordered Respondent to  
18 correct the deficiency within 14 days or file for relief from the court's order.

19 35. Respondent failed to respond, and, on or about March 15, 2000, the court  
20 ordered Respondent to respond within 14 days and show cause in writing why he should not  
21 be sanctioned in an amount not less than \$500 for failing to comply with the court's rules and  
22 orders. The order was served on Respondent by certified mail, and a return receipt was  
23 received by the court on or about August 3, 2000.

24 36. On or about September 26, 2000, the court provided Respondent with one last  
25 opportunity to file the opening brief within 28 days. The order was served by certified mail,  
26 and a return receipt was received by the court on or about October 17, 2000.

1 37. Respondent failed to file the opening brief, and on or about January 11, 2001, the  
2 court ordered the appeal to be dismissed for failure to prosecute.

3 38. By failing to prosecute Salas's criminal appeal in the Ninth Circuit and by allowing  
4 the appeal to be dismissed, Respondent in effect abandoned his client, withdrew from  
5 employment, and failed to take reasonable steps to avoid reasonably foreseeable prejudice to  
6 his client.

7 COUNT FIVE Case No. 01-J-01613 – RPC 3-110(A)  
8 [Failure to Perform with Competence]

9 39. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
10 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
11 follows:

12 40. On or about November 23, 1999, Respondent was engaged to file an appeal in  
13 the United States Court of Appeal for the Ninth Circuit in the matter of *USA v. Javier*  
14 *Alejandro Godinez*, Case Number 99-50735. The appellant's opening brief was due by  
15 January 10, 2000.

16 41. On or about February 9, 2000, Respondent moved for an extension of time to file  
17 an opening brief, which was granted until March 20, 2000.

18 42. Respondent failed to file an opening brief, and, on or about July 11, 2000, the  
19 court filed a default order for failure to file the opening brief and ordered Respondent to  
20 correct the deficiency within 14 days or file for relief from the court's order.

21 43. Respondent failed to respond to the court's order; however, on or about July 25,  
22 2000, Godinez filed a motion for relief from default on his own behalf.

23 44. The court granted Godinez's motion and ordered the opening brief to be filed by  
24 August 21, 2000.

25 45. Respondent failed to file an opening brief, and, on or about September 26, 2000,  
26 the court ordered Respondent to respond within 14 days and show cause in writing why he

1 should not be sanctioned in an amount not less than \$500 for failing to comply with the court's  
2 rules and orders. The order was served on Respondent by certified mail, and a return receipt  
3 was received by the court on or about October 3, 2000.

4 46. Respondent failed to respond, and on or about December 11, 2000, the court  
5 ordered Godinez to inform the court that he had retained new counsel, requested appointment  
6 of substitute counsel, or intended to represent himself, the Court ordered Godinez to respond  
7 with 28 days of his intention or risk dismissal of the appeal for failure to prosecute.

8 47. On or about February 28, 2001, the Court received Godinez's response  
9 regarding appointment of counsel.

10 48. By failing to prosecute Godinez's criminal appeal in the Ninth Circuit, Respondent  
11 intentionally, recklessly, or repeatedly failed to perform legal services with competence.

12 COUNT SIX Case No. 01-J-01613 – RPC 3-110(A)  
13 [Failure to Perform with Competence]

14 49. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
15 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
16 follows:

17 50. On or about March 6, 2000, Respondent was engaged to file an appeal in the  
18 United States Court of Appeal for the Ninth Circuit in the matter of *USA v. Martin Murillo-*  
19 *Ortega*, Case Number 00-10101. The appellant's opening brief was due by June 9, 2000.

20 51. On or about June 16, 2000, Respondent file a late motion for an extension of time  
21 to file an opening brief, which was granted until July 7, 2000.

22 52. On or about July 10, 2000, Respondent filed a second late motion for an  
23 extension of time to file an opening brief, which was granted until July 28, 2000. Respondent  
24 was admonished by the court regarding the late motion.

25 53. Respondent failed to file an opening brief, and, on or about October 5, 2000, the  
26 court filed a default order for failure to file the opening brief, and ordered Respondent to

correct the deficiency within 14 days or file for relief from the court's order.

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2 54. Respondent failed to respond to the court's order, and, on or about November  
3 27, 2000, the court provided Respondent with one last opportunity to file the opening brief,  
4 and ordered Respondent to file the brief within 14 days. The order was served on  
5 Respondent by certified mail, and a return receipt was received by the court on or about  
6 November 30, 2000.

7 55. Respondent failed to respond to the court's order, and on or about January 19,  
8 2001, the court ordered Respondent to respond within 14 days and show cause in writing why  
9 he should not be sanctioned in an amount not less than \$500 for failing to comply with the  
10 court's rules and orders. The order was served on Respondent by certified mail, and a return  
11 receipt was received by the court on or about January 22, 2000.

12 56. On or about January 19, 2001, the court informed Murillo-Ortega that he had to  
13 retain new counsel, request appointment of substitute counsel, or represent himself.

14 57. By failing to prosecute Murillo-Ortega's criminal appeal in the Ninth Circuit,  
15 Respondent intentionally, recklessly, or repeatedly failed to perform legal services with  
16 competence.

17 COUNT SEVEN Case No. 01-J-01613 – RPC 3-110(A)  
[Failure to Perform with Competence]

18 58. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
19 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
20 follows:

21 59. On or about April 18, 2000, Respondent was engaged to file an appeal in the  
22 United States Court of Appeal for the Ninth Circuit in the matter of *USA v. Cesar Solario*,  
23 Case Number 00-50217. The appellant's opening brief was due by May 8, 2000.

24 60. Respondent failed to file an opening brief, and, on or about October 5, 2000, the  
25 court filed a default order for failure to file an opening brief and ordered Respondent to correct  
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the deficiency within 14 days or file for relief from the court's order.

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61. Respondent failed to respond to the court's order, and on or about November  
27, 2000, the court provided Respondent one last opportunity to comply with the court's  
order within 14 days. A copy of the court order was served on Respondent by certified mail,  
and a return receipt was received by the court on or about December 5, 2000.

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62. Respondent failed to respond to the court's order, and, on or about January 19,  
2001, the court ordered Respondent to respond within 14 days and show cause in writing why  
he should not be sanctioned in an amount not less than \$500 for failing to comply with the  
court's rules and orders. The order was served on Respondent by certified mail and a return  
receipt was received by the court on or about January 29, 2001.

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63. On or about February 28, 2001, the court received Solario's motion for the court  
to appoint counsel to represent him, and on or about March 20, 2001, the court appointed  
substitute counsel.

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64. By failing to prosecute Solario's criminal appeal in the Ninth Circuit, Respondent  
intentionally, recklessly, or repeatedly failed to perform legal services with competence.

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COUNT EIGHT Case No. 01-J-01613 – RPC 3-110(A)  
[Failure to Perform with Competence]

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65. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
follows:

66. On or about August 4, 2000, Respondent was engaged to file an appeal in the  
United States Court of Appeal for the Ninth Circuit in the matter of *USA v. Larry Ferrier*,  
Case Number 00-50428. The appellant's opening brief was due by October 30, 2000.

67. On or about November 1, 2000, Respondent filed a late motion for an extension  
of time to file an opening brief, which was granted until November 29, 2000.

68. On or about November 29, 1998, Respondent filed a second late motion for an

1 extension of time to file an opening brief, which was granted until December 29, 2000. The  
2 court advised Respondent that any further request to extend the time would be disfavored.

3 69. On or about January 8, 2001, Respondent filed a third late motion for an  
4 extension of time to file an opening brief, which was granted until January 29, 2000. The court  
5 advised Respondent that any further request to extend the time would be disfavored and was  
6 advised that any further request shall be accompanied by a showing why sanctions would be  
unwarranted given Respondent's persistent delay in filing the brief.

7 70. Respondent failed to file an opening brief, and, on or about February 23, 2001,  
8 the court filed a default order for failure to file opening and ordered Respondent to correct the  
9 deficiency within 14 days or file for relief from the court's order.

10 71. Respondent failed to respond to the court's order, and, on or about March 15,  
11 2000, the court informed Ferrier that Respondent had failed to prosecute the appeal and  
12 ordered Ferrier to inform the court that he had retained new counsel, requested appointment  
13 of substitute counsel, or intended to represent himself.

14 72. By failing to prosecute Ferrier's criminal appeal in the Ninth Circuit, Respondent  
15 intentionally, recklessly, or repeatedly failed to perform legal services with competence.

16 **3. Case no. 00-O-13432 (Ulloa)**

17 **COUNT ONE Case No. 00-O-13432 – RPC 3-110(A)**  
18 **[Failure to Perform with Competence]**

19 1. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
20 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
follows:

21 2. General Background Facts of section 1 are incorporated by reference.

22 3. In or about July 2000, Albino Ulloa ("Ulloa"), was in jail facing criminal charges,  
23 and he was represented by the Public Defender. During this same time period, Ulloa  
24 telephoned his wife, Emma Tapia's ("Tapia") and asked Tapia to telephone a particular law  
25 office where she could hire an attorney to represent Ulloa in his criminal case.  
26

1 4. Tapia called the telephone number and spoke to Paul Nelson ("Nelson"), an  
2 employee of AJP acting as Respondent's agent, regarding Ulloa's case. Nelson  
3 recommended that Tapia employ Respondent. As Tapia does not speak English fluently,  
4 Nelson referred her to another of Respondent's agents, John Lovato ("Lovato"), a Spanish-  
5 speaking staff member. Tapia agreed to pay a total fee of \$5,000 for Respondent to  
6 represent Ulloa.

7 5. On or about July 14, 2000, Tapia signed a fee agreement on behalf of Ulloa and  
8 paid a down payment of \$1,000 to Nelson. She signed a promissory note for the balance in  
9 the amount of \$4,000, payable at \$150 a month until the balance was paid in full.

10 6. Once employed by Tapia, Respondent had the obligation to obtain the court dates  
11 for Ulloa's case by either contacting the District Attorney's office and/or calling the court  
12 clerk.

13 7. On or about July 17, 2000, Respondent failed to appear at a scheduled court  
14 hearing for Ulloa. The court scheduled another hearing for July 24, 2000.

15 8. Because Ulloa was in jail and had limited telephone privileges, he asked Tapia to  
16 call Respondent on his behalf to find out why Respondent failed to appear at his court hearing.

17 9. From on or about July 17, 2000 to July 22, 2000, Tapia called Respondent's  
18 office approximately ten times on Ulloa's behalf and left messages for Respondent to return  
19 her telephone calls. Respondent never returned any of Tapia's telephone calls, nor did  
20 Respondent contact Ulloa at the jail.

21 10. On or about July 24, 2000, Respondent failed to appear at Ulloa's next  
22 scheduled court hearing. Inasmuch as Respondent had never substituted into the case, Ulloa  
23 continued to be represented by the Public Defender. Ulloa pled guilty, and a sentencing  
24 hearing was scheduled for August 18, 2000.

25 11. Between on or about July 24, 2000 and August 11, 2000, Tapia telephoned  
26 Respondent on Ulloa's behalf at least ten times and left messages for him to return her

telephone calls. Respondent did not respond to any of Tapia's telephone calls.

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2 12. On or about August 18, 2000, Respondent failed to appear at Ulloa's sentencing  
3 hearing. Ulloa was placed on probation for 36 months and was sentenced to 180 days in  
4 county jail. Ulloa was later deported as a result of his conviction.

5 13. On or about September 22, 2000, before he was deported to Mexicali, Ulloa  
6 sent Respondent a letter to the address printed on Respondent's business card requesting a  
7 refund of the unearned advanced attorneys fees and giving Tapia written authorization to  
8 handle any matters related to his criminal case. The letter was properly mailed by first class  
9 mail, postage pre-paid, by depositing for collection by the United States Postal Service in the  
10 ordinary course of business. The United States Postal Service did not return Ulloa's letter  
11 addressed to Respondent's address as undeliverable or for any other reason. Respondent  
12 never responded to Ulloa's letter.

13 14. Although Respondent performed little or no services of value for Ulloa and did  
14 not earn the advanced attorney fees paid to him by Tapia, Respondent failed to account for or  
15 to refund any portion of the advance fees to Tapia for six months, until in or about March  
16 2001.

17 15. By failing to appear for Ulloa's hearings and by failing to take any steps to  
18 represent Ulloa in his criminal matter, Respondent intentionally, recklessly or repeatedly failed  
19 to perform legal services with competence.

20 COUNT TWO Case No. 00-O-13432 – RPC 3-700(A)(2)  
[Improper Withdrawal From Employment]

21 16. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by  
22 failing, upon termination of employment, to take reasonable steps to avoid reasonably  
23 foreseeable prejudice to his client, as follows:

24 17. The General Background Facts of section 1 and paragraphs 1 – 15 of this case  
25 number are incorporated by reference.

1 18. By undertaking the criminal defense of Ulloa and by failing to take any steps to  
2 appear in his case or to respond to the reasonable status inquiries of his client, Respondent in  
3 effect abandoned his client, withdrew from employment, and failed to take reasonable steps to  
4 avoid reasonably foreseeable prejudice to his client.

5 COUNT THREE Case No. 00-O-13432 – Bus. & Prof. Code sec. 6068(m)  
6 [Failure to Respond to Client Inquiries]

7 19. Respondent wilfully violated Business and Professions Code, section 6068(m), by  
8 failing to respond promptly to reasonable status inquiries of a client, in a matter in which  
9 Respondent had agreed to provide legal services, as follows:

10 20. The General Background Facts of section 1 and paragraphs 1 – 15 of this case  
11 number are incorporated by reference.

12 21. By failing to return any telephone calls, by failing to respond to messages left by  
13 Tapia on Ulloa's behalf, and by failing to respond to Ulloa's letter, Respondent failed to  
14 respond promptly to reasonable status inquiries of his client and his client's representative in a  
15 matter in which he agreed to provide legal services.

16 COUNT FOUR Case No. 00-O-13432 – RPC 3-700(D)(2)  
17 [Failure to Refund Unearned Fees]

18 22. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by  
19 failing to refund promptly any part of a fee paid in advance that has not been earned, as  
20 follows:

21 23. The General Background Facts of section 1 and paragraphs 1 – 15 of this case  
22 number are incorporated by reference.

23 24. By failing, for over six months, to refund any portion of the \$1,000 advance  
24 attorney fee to Ulloa or Tapia, upon request, Respondent failed to refund promptly any part of  
25 a fee paid in advance that was not earned.

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2 8. In or about March 2000, Respondent represented Shohayeb at two proffer  
3 sessions with the United States Attorney assigned to his federal criminal case. Respondent  
4 told Shohayeb that he would get Shohayeb released from jail and obtain a good plea  
5 agreement with a short term of probation and house arrest.

6 9. On or about March 15, 2000, after the last proffer session with the United States  
7 Attorney, Shohayeb wanted to talk to Respondent to obtain the status of his case. From on or  
8 about March 15, 2000 to in or about mid-May 2000, Shohayeb attempted to contact  
9 Respondent every day to obtain the status of his case. During this period, Shohayeb  
10 telephoned Respondent's office and Respondent's cellular telephone number, and he paged  
11 Respondent each Monday, Wednesday and Friday. Shohayeb either left messages with  
12 Respondent's secretary or left messages on Respondent's voicemail asking Respondent to  
13 contact him. Respondent did not return any of Shohayeb's telephone calls or visit Shohayeb in  
14 jail to talk about his case.

15 10. During this same time period, Shohayeb asked Sonia to call Respondent on his  
16 behalf in an effort to get Respondent to talk to Shohayeb about his case. From on or about  
17 February 28, 2000 to March 8, 2000, Sonia telephoned Respondent approximately ten times  
18 and left messages for Respondent to contact her or to visit Shohayeb in jail. Respondent did  
19 not return her telephone messages, nor did he contact Shohayeb in jail.

20 11. On or about March 29, 2000, because Shohayeb was frustrated that Respondent  
21 would not return his telephone calls or come to the jail and discuss his case with him,  
22 Shohayeb employed attorney David Ogden ("Ogden").

23 12. On this same date, Shohayeb called Respondent's office and left a message with  
24 Respondent's secretary that he was terminating Respondent's employment. Shohayeb also  
25 left a message for Respondent to provide him with an itemized bill.

26 13. During the course of Respondent's representation of Shohayeb, Shohayeb asked

1 Respondent several times for an itemized bill, however, Respondent never provided Shohayeb  
2 with an accounting.

3 14. In or about June 2000, Shohayeb sent Respondent a certified letter, return receipt  
4 requested, to the address indicated on Respondent's fee agreement, explaining why he  
5 terminated Respondent's employment, requesting an itemized bill and requesting that  
6 Respondent return the unearned advanced attorney's fees. The letter was properly mailed by  
7 first class certified mail, postage pre-paid, by depositing for collection by the United States  
8 Postal Service in the ordinary course of business. The United States Postal Service did not  
9 return Shohayeb's letter addressed to Respondent's address as undeliverable or for any other  
10 reason.

11 15. On or about June 19, 2000, Shohayeb received the return receipt which was  
12 signed by someone in Respondent's office. Respondent failed to respond to the June 19,  
13 2000 letter.

14 16. On or about December 26, 2000, Shohayeb sent a second certified letter, return  
15 receipt requested, to Respondent's at the address indicated on Respondent's fee agreement,  
16 requesting a refund of the unearned advanced attorney's fees. In this same letter, Shohayeb  
17 also asked Respondent to return all of his original documents, books and credentials and to  
18 deliver them to Ogden's office. Shohayeb and Sonia both signed this letter. The letter was  
19 properly mailed by first class certified mail, postage pre-paid, by depositing for collection by  
20 the United States Postal Service in the ordinary course of business. The United States Postal  
21 Service did not return Shohayeb's letter addressed to Respondent's address as undeliverable  
22 or for any other reason.

23 17. On or about January 2, 2001, Shohayeb received the return receipt which was  
24 signed by someone in Respondent's office. Respondent failed to respond to this letter.

25 18. To date, Respondent has not responded to Shohayeb's termination letter or  
26 returned his books, his original credentials or original documents. Nor has Respondent

provided an accounting to Shohayeb of the advance fees paid to him.

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19. Although Respondent performed little or no services of value for Shohayeb and did not earn the majority of the advanced fees paid to him, Respondent has failed to account for or to refund any of the advanced fees.

20. By failing to respond to Shohayeb's telephone calls and to Sonia's telephone calls on Shohayeb's behalf, by failing to respond to Shohayeb's letters, and by failing to contact Shohayeb in prison in a matter in which he agreed to provide legal services, Respondent in effect abandoned his client, withdrew from employment, and failed to take reasonable steps to avoid reasonably foreseeable prejudice to his client.

COUNT TWO Case No. 00-O-13795 – Bus. & Prof. Code sec. 6068(m)  
[Failure to Respond to Client Inquiries]

21. Respondent wilfully violated Business and Professions Code, section 6068(m), by failing to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services, as follows:

22. The allegations of paragraphs 1 through 19 of this case number are incorporated by reference.

23. By failing to respond to Shohayeb's telephone calls and to Sonia's telephone calls on Shohayeb's behalf, and by failing to respond to Shohayeb's letters, Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which he agreed to provide legal services

COUNT THREE Case No. 00-O-13795 – RPC 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

24. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by failing to render appropriate accounts to a client regarding all funds and other properties of the client coming into Respondent's possession, as follows:

25. The allegations of paragraphs 1 through 19 of this case number are incorporated by reference.

1 26. By failing to provide an appropriate accounting to Shohayeb regarding funds  
2 received on his behalf, as requested, Respondent willfully failed to render an appropriate  
3 account to his client regarding all funds paid on behalf of the client and in Respondent's  
4 possession.

5 COUNT FOUR Case No. 00-O-13795 – RPC 3-700(D)(2)  
6 [Failure to Refund Unearned Fees]

7 27. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by  
8 failing to refund promptly any part of a fee paid in advance that has not been earned, as  
9 follows:

10 28. The allegations of paragraphs 1 through 19 of this case number are incorporated  
11 by reference.

12 29. By failing to promptly refund any portion of the \$10,000 advance attorney fees to  
13 Shohayeb or Sonia, as requested, Respondent failed to refund promptly any part a fee paid in  
14 advance that was not earned.

15 COUNT FIVE Case No. 00-O-13795 – RPC 3-700(D)(1)  
16 [Failure to Release File]

17 30. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(1), by  
18 failing to release promptly, upon termination of employment, to the client, at the request of the  
19 client, all the client papers and property, as follows:

20 31. The allegations of paragraphs 1 through 19 of this case number are incorporated  
21 by reference.

22 32. By failing to promptly return the client file and personal papers to Shohayeb, as  
23 requested, upon termination of Respondent's employment, Respondent failed to release  
24 promptly, the client's file and personal papers.

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5. Case no. 00-O-14525 (Millet)

1 COUNT ONE Case No. 00-O-14525 – Bus. & Prof. Code sec. 6068(m)  
2 [Failure to Respond to Client Inquiries]

3 1. Respondent wilfully violated Business and Professions Code, section 6068(m), by  
4 failing to respond promptly to reasonable status inquiries of a client in a matter in which  
5 Respondent had agreed to provide legal services, as follows:

6 2. The General Background Facts section 1 is incorporated by reference.

7 3. In late March 2000 Steve Millet (“Millet”) was in jail facing criminal charges.

8 During this same time period, Millet saw an advertisement in the American Justice Publications  
9 (“AJP”) magazine by attorney Cheri Owen (“Owen”), in which she represented that she  
10 handled criminal cases. Millet considered employing Owens to handle his criminal matter.

11 4. On or about April 4, 2000, Millet’s wife, Lucia Millet (“Lucia”) telephoned the  
12 number in the advertisement and arranged a three-way telephone conversation between  
13 herself, Millet, and an unidentified AJP employee acting as Respondent’s agent. Once Lucia  
14 dialed the telephone number in the advertisement, Millet and Lucia spoke to Respondent’s  
15 agent about Millet’s case and gave this person their address and telephone number.  
16 Respondent’s agent referred Millet and Lucia to Respondent instead of Owen. The Millets  
17 decided to employ Respondent to handle Millet’s criminal case.

18 5. On or about April 4, 2000, Paul Nelson (“Nelson”), an employee of AJP acting as  
19 Respondent’s agent, personally came to Lucia’s house, and Lucia paid Nelson a deposit in the  
20 amount of \$1,500.

21 6. On this same date, Lucia also signed a promissory note to pay \$200 a month until  
22 the entire amount of \$3,300 was paid in full. Additionally, Lucia signed a fee agreement on  
23 Millet’s behalf.

24 7. Once employed by Lucia, Respondent had the obligation to obtain the court dates  
25 for Millet’s case by either contacting the District Attorney’s office and/or calling the court  
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8. On or about April 5, 2000, Respondent failed to appear for Millet's scheduled court date. After Respondent failed to appear, Lucia called Respondent's office and left messages for Respondent to return her call. Respondent failed to promptly return Lucia's telephone messages.

9. Respondent ultimately returned Lucia's telephone call and stated that he had failed to appear at Millet's court hearing because Respondent had a previous court appearance in another court. During this telephone conversation, Lucia advised Respondent that Millet had another court hearing scheduled for April 10, 2000.

10. On or about April 10, 2000, Respondent did not personally appear at Millet's scheduled court hearing, but instead sent his associate, Richard Sullivan ("Sullivan"), to appear on Millet's behalf. Sullivan scheduled Millet's next court appearance on April 13, 2000 for a preliminary hearing.

11. After Respondent failed to personally appear on April 10, 2000, Lucia called Respondent's office approximately nine times over the next two days and left messages requesting Respondent contact her about Millet's case. Lucia also asked Respondent to contact Millet in jail and talk to Millet regarding his case. Respondent failed to return any of Lucia's telephone calls or to visit Millet in jail to discuss his criminal case.

12. On or about April 13, 2000, Respondent personally appeared on behalf of Millet and continued the preliminary hearing until May 1, 2000. Respondent then spoke briefly to Millet in the courthouse lock up regarding his case.

13. After the April 13, 2000 hearing, Millet and Lucia had a number of questions and concerns about Millet's case. From on or about April 13, 2000 to April 14, 2000, Lucia tried to telephone Respondent at his office on at least three occasions and left messages for Respondent to return her telephone calls. Respondent did not return Lucia's telephone calls or visit Millet in jail.

1 14. After Respondent failed to return any of Lucia's telephone calls, the Millet's  
2 became concerned that they could not get in contact with Respondent to discuss Millet's case  
3 or to ask questions before the May 1, 2000, court date. As a result of their concern, the  
4 Millet's contacted and employed another attorney, Kenneth Simon ("Simon").

5 15.. At the May 1, 2000, hearing, Simon appeared with Millet. At that time, the  
6 court substituted Respondent out as Millet's attorney and Simon became the attorney of  
7 record in Millet's case.

8 16.. On or about December 1, 2000, the Millets sent a certified letter to Respondent  
9 at the address listed on Respondent's promissory note, terminating Respondent's employment  
10 as Millet's attorney and requesting a refund of the advanced attorney's fees paid to  
11 Respondent. The letter was properly mailed by first class certified mail, postage pre-paid, by  
12 depositing for collection by the United States Postal Service in the ordinary course of business.  
13 The United States Postal Service did not return Millet's letter addressed to Respondent as  
14 undeliverable or for any other reason. Respondent did not respond to the Millet's termination  
15 letter.

16 17.. On or about February 5, 2001, the Millets sent a second certified letter to  
17 Respondent at the address listed on Respondent's promissory note, again requesting a refund  
18 of the advanced attorney's fees paid. The letter was properly mailed by first class certified  
19 mail, postage pre-paid, by depositing for collection by the United States Postal Service in the  
20 ordinary course of business. The United States Postal Service did not return Millet's letter  
21 addressed to Respondent's address  
22 as undeliverable or for any other reason. Respondent did not respond to the Millet's second  
23 termination letter.

24 18.. Although Respondent performed little or no services of value for Millet and did  
25 not earn the majority of the advanced fees paid to him by Lucia, Respondent has failed to  
26 either account for the advanced fees received or to refund any portion of the advanced fees.

1 19.. By failing to personally appear at Millet's court hearings and by failing to respond  
2 to Millet's and Lucia's telephone calls, Respondent failed to respond promptly to reasonable  
3 status inquiries of a client in a matter in which Respondent had agreed to provide legal  
4 services.

5 COUNT TWO Case No. 00-O-14525 – RPC 4-100(B)(3)  
6 [Failure to Render Accounts of Client Funds]

7 20.. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by  
8 failing to render an accounting, to a client regarding all funds of the client coming into  
9 Respondent's possession, as follows:

10 21.. The allegations of paragraphs 2 through 19 of this case number are incorporated  
11 by reference.

12 22. By failing to provide an appropriate accounting to Millet regarding funds received  
13 on his behalf, Respondent willfully failed to render an appropriate account to his client  
14 regarding all funds paid on behalf of the client and in Respondent's possession.

15 COUNT THREE Case No. 00-O-14525 – RPC 3-700(D)(2)  
16 [Failure to Refund Unearned Fees]

17 23.. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by  
18 failing to refund promptly any part of a fee paid in advance that has not been earned, as  
19 follows:

20 24.. The allegations of paragraphs 2 through 19 of this case number are incorporated  
21 by reference.

22 25.. By failing to promptly refund any portion of the \$1,000 advance attorney fees to  
23 Millet or Lucia, as requested, Respondent failed to refund promptly any part a fee paid in  
24 advance that was not earned.

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6. Case no. 00-O-14578 (Brown)

COUNT ONE Case No. 00-O-14578 – RPC 3-110(A)

[Failure to Perform with Competence]

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3 1. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
4 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
5 follows:

6 2. The General Background Facts section 1 is incorporated by reference..

7 3. In July 2000, Larry Brown (“Brown”) was in jail facing criminal charges in a child  
8 abuse case. At or near the same time, his mother, Janice Johnson (“Johnson”) saw  
9 Respondent’s advertisement in the American Justice magazine. Johnson contacted AJP on  
10 behalf of Brown and spoke with Hal Smith (“Smith”), an employee of AJP acting as  
11 Respondent’s agent.

12 4. On or about July 18, 2000, Johnson employed Respondent on Brown’s behalf and  
13 paid \$1,000 using an electronic debit on her credit card as a deposit toward a negotiated total  
14 fee of \$4,500. She signed a fee agreement with Smith and executed a promissory note to  
15 make monthly payments in the amount of \$100 on the balance of \$3,500.

16 5. Subsequent to employing Respondent, Johnson spoke to Respondent on the  
17 telephone. Respondent advised Johnson that he would visit Brown in jail after he had accrued  
18 some custody time and that he would be present at Brown’s next court date, which was  
19 scheduled sometime in late July 2000.

20 6. Once employed by Johnson, Respondent had the obligation to obtain the court  
21 dates for Brown’s case by either contacting the District Attorney’s office and/or calling the  
22 court clerk.

23 7. After Johnson employed Respondent, Respondent never telephoned Brown, nor  
24 visited him in jail.

25 8. Between in or about July 2000 and September 2000, Brown had numerous  
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1 scheduled court appearances. Respondent never appeared on Brown's behalf at any of these  
2 court appearances.

3 9. In or about September 2000, Johnson spoke to Respondent on the telephone  
4 regarding refunding the attorney's fees she advanced on Brown's behalf. Respondent advised  
5 Johnson that he would refund the attorney's fees if Brown wrote him a letter terminating his  
6 employment.

7 10. Brown thereafter sent a letter to Respondent at the address listed on  
8 Respondent's promissory note terminating his employment and requesting that Respondent  
9 refund the advanced attorney's fees paid by Johnson. The letter was properly mailed by first  
10 class mail, postage pre-paid, by depositing for collection by the United States Postal Service in  
11 the ordinary course of business. The United States Postal Service did not return Brown's  
12 letter addressed to Respondent's address as undeliverable or for any other reason.  
13 Respondent did not respond or refund the attorney's fees advanced by Johnson as requested  
14 by Brown.

15 11. On or about September 14, 2000, Brown bailed out of jail. As soon as Brown  
16 arrived home, he began calling Respondent to request a refund of the \$1,000 in advanced  
17 attorney fees. Johnson also called Respondent regarding a refund.

18 12. Between on or about September 14, 2000 and October 12, 2000, Johnson and  
19 Brown, in combination, telephoned Respondent approximately thirty-three times and left  
20 messages for Respondent to return their calls. Respondent did not return any of these  
21 telephone calls.

22 13. In or about mid-October, 2000, Brown called Respondent's office and  
23 personally spoke to Respondent. Since Respondent had made no appearances and had  
24 performed no work on Brown's behalf, Brown requested Respondent return the advanced  
25 fees Johnson paid to him. Respondent told Brown that he would pay Johnson back at a rate  
26 of \$300 a week, commencing immediately, until the balance was paid in full. Brown agreed to

this arrangement.

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14. Approximately two weeks, Brown and Johnson still had not received a refund,  
and in or about late October 2000, Johnson called Respondent and left a message for  
Respondent to return her call regarding the refund of the unearned attorney's fees paid on  
Brown's behalf. Respondent did not return Johnson's call, nor did he make any payment on  
the refund.

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15. On or about December 3, 2000, Brown sent Respondent a letter to Respondent  
at the address indicated on his promissory note terminating his employment, requesting a full  
refund of the \$1,000 advanced attorney's fees and requesting that Respondent return Brown's  
case file. The letter was properly mailed by first class mail, postage pre-paid, by depositing  
for collection by the United States Postal Service in the ordinary course of business. The  
United States Postal Service did not return Brown's letter addressed to Respondent's address  
as undeliverable or for any other reason. Respondent did not respond to the letter.

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16. Although Respondent performed little or no services of value for Brown and did  
not earn any portion of the advanced fees paid to him by Johnson, and although Respondent  
agreed to refund the advanced attorney fees, Respondent failed to account for or refund any of  
the advanced fees prior to the State Bar Court entering an order on May 6, 2002 under  
Business and Professions Code section 6007(h) ordering him to refund \$1,000 to Brown  
within 90 days of the effective date of the order.

17. To date, Respondent has not returned Brown's case file as requested.

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18. By failing to appear for Brown's criminal hearings and by failing to represent  
Brown in his criminal matter, as he promised to do, Respondent intentionally, recklessly or  
repeatedly failed to perform legal service with competence, in violation of RPC 3-110(A).

COUNT TWO Case No. 00-O-14578 -- RPC 3-700(A)(2)  
[Improper Withdrawal From Employment]

19. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by

1 failing, upon termination of employment, to take reasonable steps to avoid reasonably  
2 foreseeable prejudice to his client, as follows:

3 20. The General Background Facts section 1 and paragraphs 1 – 18 of this case  
4 number are incorporated by reference.

5 21. By failing to appear for any of Brown's court appearances, by failing to visit  
6 Brown in jail, and by failing to respond to Brown's telephone calls and Johnson's telephone  
7 calls on Brown's behalf, Respondent in effect abandoned his client, withdrew from  
8 employment, and failed to take reasonable steps to avoid reasonably foreseeable prejudice to  
9 his client, in violation of RPC 3-700(A)(2).

10 COUNT THREE Case no. 00-O-14578 - Bus. & Prof. Code sec. 6068(m)  
11 [Failure to Respond to Client Inquiries]

12 22. Respondent wilfully violated Business and Professions Code, section 6068(m), by  
13 failing to respond promptly to reasonable status inquiries of a client, in a matter in which  
14 Respondent had agreed to provide legal services, as follows:

15 23. The General Background section 1 and paragraphs 1 – 18 of this case number  
16 are incorporated by reference.

17 24. By failing to respond promptly to telephone calls and messages from Brown and  
18 his client's representative, Respondent failed to respond promptly to reasonable status  
19 inquiries in a matter in which Respondent had agreed to provide legal services, in wilful  
20 violation of Bus. & Prof. Code section 6068(m).

21 COUNT FOUR Case no. 00-O-14578 – RPC 4-100(B)(3)  
22 [Failure to Render Accounts of Client Funds]

23 25. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by  
24 failing to render appropriate accounts to a client regarding all funds coming into Respondent's  
25 possession, as follows:

26 26. The General Background Facts section 1 and paragraphs 1 – 18 of this case  
number are incorporated by reference

1 27. By failing to provide an appropriate accounting to Brown regarding funds received  
2 on his behalf, Respondent willfully failed to render an appropriate account to his client  
3 regarding all funds paid on behalf of the client and in Respondent's possession, in wilful  
4 violation of RPC 4-100(B)(3).

5 COUNT FIVE Case No. 00-O-14578 – RPC 3-700(D)(2)  
6 [Failure to Refund Unearned Fees]

7 28. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by  
8 failing to refund promptly any part of a fee paid in advance that has not been earned, as  
9 follows:

10 29. The General Background Facts section 1 and paragraphs 1 – 18 of this case  
11 number are incorporated by reference

12 30. By failing to promptly refund any portion of the \$1,000 advance attorney fees to  
13 Brown, as requested, Respondent failed to refund promptly any part a fee paid in advance that  
14 was not earned, in wilful violation of RPC 3-700(D)(2).

15 COUNT SIX Case No. 00-O-14578 – RPC 3-700(D)(1)  
16 [Failure to Release File]

17 31. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(1), by  
18 failing to release promptly, upon termination of employment, to the client, at the request of the  
19 client, all the client papers and property, as follows:

20 32. The General Background Facts section 1 and paragraphs 1 – 18 of this case  
21 number are incorporated by reference.

22 33. By failing to return Brown's case file, as requested, Respondent failed to release  
23 promptly, upon his termination, at the client's request, the client's file, in wilful violation of RPC  
24 3-700(D)(1).

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7. Case no. 00-O-14890 (Orozco)

COUNT ONE Case No. 00-O-14890 – RPC 3-110(A)  
[Failure to Perform with Competence]

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3 1. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
4 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
5 follows

6 2. The General Background Facts section 1 is incorporated by reference.

7 3. In or about April 2000, Ruben Orozco (“Orozco”) was in jail on a parole hold.  
8 While in jail, Orozco saw Respondent’s advertisement in the American Justice magazine.

9 4. Orozco telephoned the number listed in the advertisement and spoke to a man who  
10 identified himself as Respondent. Orozco and Respondent discussed Orozco’s criminal matter  
11 and what Orozco believed to be a mistaken parole hold.

12 5. Respondent agreed to represent Orozco and to take steps to correct the parole  
13 hold. Respondent indicated that the cost for his legal services would be \$1,250. Orozco told  
14 Respondent that his mother, Consuelo Orozco (“Consuelo”), would make payment  
15 arrangements for the advanced attorney’s fees.

16 6. On or about April 12, 2000, Paul Nelson (“Nelson”), an employee of AJP acting as  
17 Respondent’s agent, went to Consuelo’s house and signed a retainer agreement with Consuelo  
18 for Respondent to resolve Orozco’s parole hold. Nelson promised Consuelo that Respondent  
19 would quickly resolve the parole hold. Consuelo paid \$1,250 to Respondent and promised to  
20 pay an additional \$1,250.

21 7. As of on or about April 20, 2000, Orozco had not heard anything further from  
22 Respondent concerning his case, and Respondent had not visited Orozco in jail regarding the  
23 status of his parole hold matter.

24 8. Between on or about April 20, 2000 and June 8, 2000, Orozco called Respondent  
25 on a daily basis and left messages requesting that Respondent contact him or visit him in jail  
26

regarding his case. Respondent did not respond to any of these messages.

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2 9. Because Orozco had limited telephone privileges while in jail, he asked Consuelo  
3 and his sister, Lorena Medina ("Medina"), to call Respondent's office and leave messages for  
4 Respondent to contact him. Consuelo and Medina agreed to contact Respondent and did  
5 contact Respondent on Orozco's behalf. Between on or about April 20, 2000 and May 16,  
6 2000, Consuelo telephoned Respondent on Orozco's behalf and left approximately six  
7 messages for Respondent to return her call regarding Orozco's case. Respondent did not  
8 contact Orozco, nor did Respondent visit Orozco in jail regarding Orozco's parole hold.

9 10. Between in or about May 2000 and June 2000, Medina assisted Consuelo in  
10 telephoning Respondent on Orozco's behalf. On a daily basis, Medina telephoned  
11 Respondent's office and left messages for Respondent to return her calls regarding Orozco's  
12 case. Medina requested Respondent to contact her and to convey to her the status of  
13 Orozco's case or for Respondent to visit Orozco in jail. Respondent did not contact Orozco,  
14 nor did Respondent visit Orozco in jail regarding Orozco's parole hold.

15 11. Respondent failed to take any steps to secure a release of Orozco's parole hold.

16 12. On or about June 9, 2000, Orozco was released from jail and began telephoning  
17 Respondent's office repeatedly leaving Respondent messages to contact Orozco at home.  
18 Respondent failed to respond to any of Orozco's telephone calls.

19 13. On or about April 1, 2001, Orozco sent a letter to Respondent at the address at  
20 which Consuelo sent money to Respondent, terminating Respondent's employment as his  
21 attorney and requesting that Respondent return the unearned \$1,250 in advanced attorney's  
22 fees. The letter was properly mailed by first class mail, postage pre-paid, by depositing for  
23 collection by the United States Postal Service in the ordinary course of business. The United  
24 States Postal Service did not return Orozco's letter to Respondent as undeliverable or for any  
25 other reason. Respondent failed to respond to the letter.

26 14. On or about May 19, 2001, Consuelo sent a letter to Respondent at the address

1 to which she had sent money to Respondent, requesting that Respondent return the unearned  
2 \$1,250 in advanced attorney's fees. The letter was properly mailed by first class mail, postage  
3 pre-paid, by depositing for collection by the United States Postal Service in the ordinary  
4 course of business. The United States Postal Service did not return Consuelo's letter to  
5 Respondent as undeliverable or for any other reason. Respondent failed to respond to the  
6 May 19, 2001 letter.

7 15. Although Respondent performed little or no services of value for Orozco and did  
8 not earn the majority of the advanced fees paid to him by Consuelo, Respondent has failed to  
9 account for the advanced fees received.

10 16. Respondent failed to refund any of the advanced fees prior to the State Bar Court  
11 entering an order on May 6, 2002 under Business and Professions Code section 6007(h)  
12 ordering him to refund \$1,250 to Orozco within 90 days of the effective date of the order.

13 17. By failing to perform any work on Orozco's parole hold matter, as he was  
14 employed to do, Respondent intentionally, recklessly or repeatedly failed to perform legal  
15 services with competence.

16 COUNT TWO Case No. 00-O-14890 – RPC 3-700(A)(2)  
17 [Improper Withdrawal From Employment]

18 18. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by  
19 failing, upon termination of employment, to take reasonable steps to avoid reasonably  
20 foreseeable prejudice to his client, as follows:

21 19. The General Background Facts section 1 and paragraphs 1 – 16 of this case  
22 number are incorporated by reference.

23 20. By failing to do any work to release Orozco's parole hold, by failing to visit  
24 Orozco in jail, and by failing to respond to Orozco's telephone calls and letters, Medina's and  
25 Consuelo's telephone calls, and Consuelo's letter on Orozco's behalf, Respondent in effect  
26 abandoned his client, withdrew from employment, and failed to take reasonable steps to avoid



1 failing to refund promptly any part of a fee paid in advance that has not been earned, as  
2 follows:

3 28. The General Background Facts section 1 and paragraphs 1 – 16 of this case  
4 number are incorporated by reference.

5 29. By not refunding any portion of the \$1,250 advance attorney fees to Orozco, as  
6 requested, Respondent failed to refund promptly any part a fee paid in advance that was not  
7 earned, in wilful violation of RPC 3-700(D)(2).

8 **8. Case no. 00-O-14903 (Cardenas)**

9 **COUNT ONE Case No. 00-O-14903 – RPC 3-110(A)**  
10 **[Failure to Perform with Competence]**

11 1. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
12 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
13 follows:

14 2. On or about June 17, 1994, Gilberto Cardenas (“Cardenas”) entered into a plea  
15 bargain in which he received a double life sentence and was sentenced to state prison.

16 3. While in prison, Cardenas read about a criminal case that was similar to his in  
17 which Respondent was the defense attorney who handled the matter.

18 4. Cardenas looked up Respondent’s business address and telephone number in an  
19 attorney’s directory and provided the information to his mother, Matilde Cardenas  
20 (“Matilde”). Sometime in or about January 1997, Respondent met with Matilde and  
21 Cardenas’s sister in San Pedro, California to speak to about Cardenas’ case.

22 5. After speaking to Respondent about Cardenas’s case, Matilde employed  
23 Respondent to handle Cardenas’s appeal and/or to obtain a reduction in Cardenas’s double  
24 life sentence. Matilde handled all of the financial arrangements to employ Respondent on  
25 Cardenas’s behalf and paid Respondent \$3,500 for Respondent’s legal services and \$500 for  
26 Respondent to obtain Cardenas’s trial transcripts.

1 6. Between in or about January 1997 and December 1999, Cardenas had no contact  
2 with Respondent. Respondent did not visit Cardenas in prison or send Cardenas any letters  
3 regarding the status of his case. Cardenas advised Matilde that Respondent had not contacted  
4 him in prison regarding his case. Cardenas asked Matilde to contact Respondent on his behalf  
5 and to ask Respondent to visit Cardenas in jail. From in or about February 1997 to January  
6 1998, Matilde repeatedly telephoned Respondent on Cardenas's behalf and left messages  
7 regarding the status of Cardenas's appeal. Respondent did not return Matilde's telephone  
8 calls or contact Cardenas in any manner in jail.

9 7. When Respondent failed to return Matilde's telephone calls, Cardenas and Matilde  
10 asked Jerry Tunstall ("Tunstall"), Cardenas's uncle, to contact Respondent on Cardenas's  
11 behalf to obtain the status of his case. Cardenas authorized Tunstall to act as his  
12 spokesperson and to convey any information received from Respondent regarding his case to  
13 Cardenas. In or about February 1998, Tunstall repeatedly telephoned Respondent on  
14 Cardenas's behalf and left messages for him to return his call. Respondent did not return any  
15 of Tunstall's calls, nor did he visit Cardenas in jail.

16 8. In or about February 1998, Tunstall was able to speak to Respondent on the  
17 telephone. Tunstall explained to Respondent that he was acting as the agent for Cardenas and  
18 his family and was authorized to obtain status reports regarding Cardenas's appeal.  
19 Respondent agreed to communicate the status of Cardenas's matter to Tunstall. Respondent  
20 advised Tunstall that he had recently filed a brief in a case that was very similar to Cardenas's  
21 matter and, once this other matter was decided, Respondent could determine the manner to  
22 proceed in Cardenas's case. Respondent agreed to provide Tunstall with periodic status  
23 updates. Tunstall provided Respondent with his contact information to facilitate  
24 communication with him regarding Cardenas's case.

25 9. From in or about February 22, 1999 to August 1999, Tunstall telephoned  
26 Respondent's office approximately thirty-nine times and left messages for Respondent to

1 contact him regarding Cardenas's case. Respondent did not return any of Tunstall's telephone  
2 calls nor did Respondent contact Cardenas.

3 10. From on or about December 7, 1999 to December 22, 1999, Tunstall  
4 telephoned Respondent approximately four times and left messages for Respondent to return  
5 his calls.

6 11. On or about December 22, 1999, Cardenas received a letter from Respondent  
7 stating that Respondent was planning to visit Cardenas on Saturday, January 15, 2000 at Mule  
8 Creek Prison in Ione, California. Enclosed in Respondent's letter was a copy of Cardenas's  
9 sentencing transcript. Respondent also sent a copy of this letter to Tunstall and Matilde.

10 12. On or about January 14, 2000, just a day before Respondent was scheduled to  
11 visit Cardenas in prison, Cardenas received another letter from Respondent cancelling the  
12 scheduled January 15, 2000, meeting. Respondent stated in the letter that he would meet with  
13 Cardenas on January 28, 2000, at 1:30 p.m.

14 13. On or about January 28, 2000, Respondent visited Cardenas at Mule Creek  
15 prison and discussed Cardenas's case with him. At the conclusion of the meeting, Respondent  
16 indicated that he would be filing a habeas corpus brief on Cardenas's behalf and would  
17 receive a response to the filed brief in about thirty to forty days. Subsequent to January 28,  
18 2000, Respondent failed to file any documents in Cardenas's case and had no further contact  
19 with Cardenas.

20 14. In February 2000, Tunstall spoke by telephone with Respondent regarding  
21 Cardenas's appeal. Respondent advised Tunstall that he would be filing Cardenas's appeal  
22 and that Respondent should receive a response, negative or positive, within thirty to forty days.  
23 Respondent provided Tunstall with his pager number to make it easier and more expedient for  
24 Respondent to receive a response from him.

25 15. During in or about March 2000, Respondent did not contact Tunstall regarding  
26 the status of Cardenas's appeal. Between on or about March 20, 2000 and September 11,

1 2000, Tunstall telephoned and paged Respondent approximately thirty-six times. Tunstall left  
2 messages for Respondent to call him regarding the results of Cardenas's appeal. Respondent  
3 did not return any of Tunstall's telephone calls or pages.

4 16. On or about September 11, 2000, Tunstall sent a letter to Respondent at the  
5 address Respondent provided to Tunstall. The letter was properly mailed by first class mail,  
6 postage pre-paid, by depositing for collection by the United States Postal Service in the  
7 ordinary course of business. The United States Postal Service did not return Tunstall's letter  
8 as undeliverable or for any other reason. Respondent did not respond to Tunstall's letter.

9 17. Between September 15, 2000 and September 27, 2000, Tunstall telephoned  
10 Respondent approximately eight times on Cardenas's behalf and left messages for Respondent  
11 to contact him. Respondent did not return any of Tunstall's telephone calls.

12 18. On or about September 27, 2000 and on or about October 18, 2000, Tunstall,  
13 with Cardenas's consent, terminated Respondent's employment and began to find another  
14 attorney to represent Cardenas in his appeal. Tunstall sent Respondent two letters to the  
15 address that Respondent provided and sent copies to Cardenas at Mule Creek Prison in Ione,  
16 California. The letters were sent by first class mail, postage pre-paid, by depositing for  
17 collection by the United States Postal Service in the ordinary course of business. The United  
18 States Postal Service did not return Tunstall's letters to Respondent or Cardenas as  
19 undeliverable or for any other reason. Respondent did not respond to Tunstall's termination  
20 letter.

21 19. On or about October 2, 2000, Tunstall telephoned Respondent a couple of times  
22 on Cardenas's behalf and left messages for Respondent to return his calls. Respondent did  
23 not return Tunstall's telephone calls.

24 20. Subsequent to October 2, 2000, Respondent telephoned Tunstall and scheduled  
25 a meeting on October 9, 2000 at his law office to discuss whether Respondent would be  
26 terminated from handling Cardenas's case.

1 21. On or about October 9, 2000, Matilde and Tunstall met with Respondent at his  
2 law office. Respondent wanted to remain on Cardenas's case and agreed to keep all  
3 appointments with Cardenas at the jail. Respondent also agreed to return the attorney's fees  
4 advanced by Matilde and the trial transcript if he failed to keep his appointment with  
5 Cardenas. Respondent indicated that he would put their agreement in writing and fax the  
6 signed agreement to Tunstall by October 11, 2000. Tunstall and Matilde agreed to permit  
7 Respondent to continue on Cardenas's case, provided he faxed the signed agreement on the  
8 agreed upon date.

9 22. By on or about October 13, 2000, Respondent had not faxed the signed  
10 agreement to Tunstall. Between on or about October 13, 2000 and October 18, 2000,  
11 Tunstall telephoned Respondent and left approximately eleven messages for Respondent to  
12 return his call. Respondent did not return the phone messages.

13 23. On or about October 18, 2000, and with Gilberto's consent, Tunstall sent a letter  
14 to Respondent at the address provided to him by Respondent, terminating Respondent's  
15 employment and requesting the return of the advanced attorney's fees. Tunstall also requested  
16 Respondent return Cardenas's case file and transcripts. Tunstall indicated that he would pick  
17 up Cardenas's file on October 31, 2000, at 2:00 p.m. The letter was properly mailed by first  
18 class mail, postage pre-paid, by depositing for collection by the United States Postal Service in  
19 the ordinary course of business. The United States Postal Service did not return Tunstall's  
20 letter as undeliverable or for any other reason. Tunstall sent a copy of this letter to Cardenas  
21 and Matilde for their records. Respondent did not respond to Tunstall's letter.

22 24. Between on or about October 23, 2000 and October 30, 2000, Tunstall  
23 telephoned Respondent's office approximately seven times and left messages for Respondent  
24 to return his telephone calls. Respondent did not return Tunstall's telephone calls.

25 25. On or about October 31, 2000, Tunstall traveled from San Diego County to  
26 Respondent's office in the San Fernando Valley in Los Angeles County to pick up Cardenas's

file. Upon his arrival, the file was not available.

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26. On or about November 1, 2000, Tunstall sent a letter to Respondent at the address provided to him by Respondent, advising Respondent that he had attempted to pick up Cardenas's file the previous day and that the file had not been made available. Tunstall demanded that Respondent make Cardenas's file available by November 3, 2000 or he would contact the State Bar of California. The letter was properly mailed by first class mail, postage pre-paid, by depositing for collection by the United States Postal Service in the ordinary course of business. The United States Postal Service did not return Tunstall's letter as undeliverable or for any other reason. Tunstall sent a copy of this letter to Cardenas and Matilde for their records. Respondent did not respond to Tunstall's letter.

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27. On or about December 14, 2000, Cardenas sent Respondent a certified letter, return receipt requested, to the address Respondent provided to him terminating Respondent's employment, requesting the return of his client file and a refund of the unearned fees advanced by Matilde. The letter was properly mailed by first class certified mail, postage pre-paid, by depositing for collection by the United States Postal Service in the ordinary course of business.

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28. On or about January 2, 2001, Cardenas received the certified mail receipt signed by Respondent's secretary. Respondent did not respond to Cardenas's termination letter, return Cardenas's file or refund any of the unearned attorney's fees advanced by Matilde.

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29. Although Respondent performed little or no services for Cardenas and did not earn the majority of the advanced attorney fees paid to him by Matilde, Respondent has failed to account for the advanced fees and advance costs.

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30. Respondent failed to refund any of the advanced fees or costs prior to the State Bar Court entering an order on May 6, 2002 under Business and Professions Code section 6007(h) ordering him to refund \$3,500 to Cardenas within 90 days of the effective date of the order.

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31. By failing to file a writ or an appeal on Cardenas's behalf, as he was employed to

1 do, Respondent intentionally, recklessly or repeatedly failed to perform legal services with  
2 competence, in violation of RPC 3-110(A).

3 COUNT TWO Case No. 00-O-14903 – RPC 3-700(A)(2)  
4 [Improper Withdrawal From Employment]

5 32. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by  
6 failing, upon termination of employment, to take reasonable steps to avoid reasonably  
7 foreseeable prejudice to his client, as follows:

8 33. The General Background Facts of section 1 and paragraphs 1 – 30 of this case  
9 number are incorporated by reference.

10 34. By failing to file a writ or appeal on Cardenas’s behalf and by failing to respond to  
11 Cardenas’s telephone calls and Tunstall’s telephone calls on Cardenas’s behalf, Respondent in  
12 effect abandoned his client, withdrew from employment, and failed to take reasonable steps to  
13 avoid reasonably foreseeable prejudice to his client, in wilful violation of RPC 3-700(A)(2).

14 COUNT THREE Case No. 00-O-14903  
15 Bus. & Prof. Code sec. 6068(m)  
16 [Failure to Respond to Client Inquiries]

17 35. Respondent wilfully violated Business and Professions Code, section 6068(m), by  
18 failing to respond promptly to reasonable status inquiries of a client, or a client’s representative  
19 in a matter in which Respondent had agreed to provide legal services, as follows:

20 36. The General Background Facts of section 1 and paragraphs 1 – 30 of this case  
21 number are incorporated by reference..

22 37. By failing to respond promptly to telephone calls from Matilde and Tunstall on  
23 behalf of Cardenas and to letters he received from Tunstall on behalf of Cardenas,  
24 Respondent failed to respond promptly to reasonable status inquiries of a client and his client’s  
25 representative in a matter in which he agreed to provide legal services, in wilful violation of  
26 Bus. & Prof. Code sec. 6068(m).

COUNT FOUR Case No. 00-O-14903 – RPC 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

1 38. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by  
2 failing to render appropriate accounts to a client regarding all funds of the client coming into  
3 Respondent's possession, as follows:

4 39. The General Background Facts of section 1 and paragraphs 1 – 30 of this case  
5 number are incorporated by reference..

6 40. By failing to provide an appropriate accounting to Cardenas regarding funds  
7 received on his behalf, Respondent wilfully failed to render an appropriate account to his client  
8 regarding all funds paid on behalf of the client and in Respondent's possession, in wilful  
9 violation of RPC 4-100(B)(3).

10 COUNT FIVE Case No. 00-O-14903 – RPC 3-700(D)(2)  
[Failure to Refund Unearned Fees]

11 41. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by  
12 failing to refund promptly any part of a fee paid in advance that has not been earned, as  
13 follows:

14 42. The General Background Facts of section 1 and paragraphs 1 – 30 of this case  
15 number are incorporated by reference.

16 43. By failing to promptly refund any portion of the \$3,500 advance attorney fees or  
17 \$500 advance costs to Cardenas, as requested, Respondent failed to refund promptly any part  
18 a fee paid in advance that was not earned, in wilful violation of RPC 3-700(D)(2).

19 COUNT SIX Case No. 00-O-14903 – RPC 3-700(D)(1)  
20 [Failure to Release File]

21 44. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(1), by  
22 failing to release promptly, upon termination of employment, to the client, at the request of the  
23 client, all the client papers and property, as follows:

24 45. The General Background Facts of section 1 and paragraphs 1 – 30 of this case  
25 number are incorporated by reference.

26 46. By failing to promptly return Cardenas's file, upon termination of employment, at

1 the request of his client, Respondent failed to release promptly, the client's file, upon  
2 termination of his employment, in wilful violation of RPC 3-700(D)(1).

3 **9. Case no. 00-O-15015 (Guerrero)**

4 COUNT ONE Case No. 00-O-15015 – RPC 3-110(A)  
5 [Failure to Perform with Competence]

6 1. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
7 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
8 follows:

9 2. The General Background Facts of section 1 is incorporated by reference.

10 3. On February 10, 2000, Fermin Guerrero ("Guerrero") was in jail in San Diego  
11 County facing criminal charges. Guerrero saw an advertisement for Respondent's services in  
12 the American Justice magazine.

13 4. Guerrero contacted his mother, Ana Acedo ("Acedo") and asked her to contact  
14 the telephone number indicated in the advertisement to employ an attorney on his behalf.

15 5. Acedo telephoned the number in the advertisement and spoke with an employee of  
16 AJP acting as Respondent's representative, who advised her that the advance attorney fee to  
17 represent her son would be \$3,000, and that she would have to make an initial deposit of  
18 \$1,500 for Respondent to start working on her case.

19 6. On or about February 24, 2000, Acedo sent \$1,500 via Western Union to Paul  
20 Nelson ("Nelson"), an employee of AJP acting as Respondent's agent.

21 7. Shortly thereafter, Guerrero received a note from Nelson stating that he was a  
22 paralegal and that he was unable to get into the jail with a notary public. In the note, Nelson  
23 stated that Respondent had been talking with Guerrero's public defender, Greg Maizlish.  
24 Nelson stated, "The important issues on your case are the search of the car—was it legal? And  
25 whether the gun was actually in your possession. Tom is actively working on your case but we  
26 need these papers signed—"

8. Guerrero signed the papers left by Nelson and returned them to Nelson.

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9. Once employed to represent Guerrero, Respondent had the obligation to obtain the court dates for Guerrero's case by either contacting the District Attorney's office and/or calling the court clerk.

10. On or about March 9, 2000, Respondent failed to appear in court on Guerrero's behalf at a scheduled hearing. The court then scheduled new appearance dates for Guerrero on March 27, 2000 and April 28, 2000.

11. When Respondent failed to appear at the March 9, 2000 court date, Guerrero telephoned Respondent's office and left messages for Respondent to contact him in jail regarding his case. Because of limited telephone privileges while in jail, Guerrero also asked Acedo and Guerrero's girlfriend, Claudia Gutierrez ("Gutierrez") to call Respondent on Guerrero's behalf.

12. On or about March 9, 2000, Acedo and Gutierrez telephoned Respondent's office approximately five times and left messages with Respondent's secretary to return their calls. On one occasion, Respondent's secretary referred Acedo to speak to "Genaro," a Spanish-speaking staff member. Genaro explained to Acedo that Guerrero's court date had been continued because Respondent could not appear; therefore, Respondent was requesting that the Public Defender represent Guerrero.

13. Dissatisfied with the response received from Genaro, Acedo went to Respondent's office two times with Gutierrez to speak with Respondent. On both occasions, Respondent was not in the office. On one occasion, Respondent's secretary paged him. Acedo and Gutierrez waited for Respondent to return the page, however, Respondent did not respond. Acedo left a message with Respondent's secretary for Respondent to return her call regarding Guerrero's case. Respondent did not return Acedo's call.

14. From in or about late February 2000 to July 2000, Acedo telephoned Respondent approximately thirty times on Guerrero's behalf and left messages for him to

1 return her calls. Respondent still failed to return Acedo's telephone calls or to contact  
2 Guerrero in any manner.

3 15. On or about March 27, 2000, Respondent failed to appear on Guerrero's behalf  
4 at the scheduled hearing. On this date, Guerrero, represented by a Public Defender, entered a  
5 plea of guilty, and the court scheduled a sentencing hearing for April 17, 2000.

6 16. After Guerrero entered his guilty plea, Guerrero continued to telephone  
7 Respondent to find out why Respondent had failed to appear on his behalf and left messages  
8 for Respondent to return his calls. Respondent never returned Guerrero's calls or visited him  
9 in jail regarding his case.

10 17. On or about April 17, 2000, Respondent failed to appear for Guerrero's  
11 sentencing hearing. On this same date, Guerrero was released from jail. Between on or about  
12 April 17, 2000 and August 2000, Guerrero continued to telephone Respondent on an average  
13 of once a week, leaving messages for Respondent to contact him. Respondent did not return  
14 any of Guerrero's telephone calls.

15 18. On or about February 20, 2001, Guerrero sent a letter to the address to which  
16 Acedo had sent Respondent's attorney's fees. In the letter, Guerrero terminated  
17 Respondent's employment and requested Respondent to refund the unearned advanced  
18 attorney's fees paid to Respondent in the amount of \$1,500. The letter was properly mailed  
19 by first class mail, postage pre-paid, by depositing for collection by the United States Postal  
20 Service in the ordinary course of business. The United States Postal Service did not return  
21 Guerrero's letter to Respondent as undeliverable or for any other reason. Respondent did not  
22 respond to the letter.

23 19. Although Respondent performed little or no services of value for Guerrero and  
24 did not earn any of the advanced fees paid to him by Acedo, Respondent has failed to account  
25 for any of the advanced fees.

26 20. Respondent failed to refund any of the advanced fees prior to the State Bar Court

1 entering an order on May 6, 2002 under Business and Professions Code section 6007(h)  
2 ordering him to refund \$1,500 to Guerrero within 90 days of the effective date of the order.

3 21. By failing to appear in court on Guerrero's behalf and by failing to take any steps  
4 to work on Guerrero's criminal case, as he was employed to do, Respondent intentionally,  
5 recklessly or repeatedly failed to perform legal services with competence, in violation of RPC  
6 3-110(A).

7 COUNT TWO Case No. 00-O-15015 – RPC 3-700(A)(2)  
8 [Improper Withdrawal From Employment]

9 22. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by  
10 failing, upon termination of employment, to take reasonable steps to avoid reasonably  
11 foreseeable prejudice to his client, as follows:

12 23. The General Background Facts section 1 and paragraphs 1 – 20 of this case  
13 number are incorporated by reference.

14 24. By failing to appear for Guerrero's court appearances and by failing to respond to  
15 Guerrero's telephone calls and to those made by Acedo and Gutierrez on his behalf,  
16 Respondent in effect abandoned his client, withdrew from employment, and failed to take  
17 reasonable steps to avoid reasonably foreseeable prejudice to his client, in wilful violation of  
18 RPC 3-700(A)(2).

19 COUNT THREE Case No. 00-O-15015  
20 Bus. & Prof. Code sec. 6068(m)  
21 [Failure to Respond to Client Inquiries]

22 25. Respondent wilfully violated Business and Professions Code, section 6068(m), by  
23 failing to respond promptly to reasonable status inquiries of a client in a matter in which  
24 Respondent had agreed to provide legal services, as follows:

25 26. The General Background Facts section 1 and paragraphs 1 – 20 of this case  
26 number are incorporated by reference.

27. By failing to promptly respond to Guerrero's telephone calls and those made by

1 Acedo and Gutierrez on Guerrero's behalf, Respondent failed to respond to reasonable status  
2 inquiries of a client and of his representatives in a matter in which Respondent had agreed to  
3 provide legal services in wilful violation of Bus. & Prof. Code sec. 6068(m).

4 COUNT FOUR Case no. 00-O-15015 – RPC 4-100(B)

5 [Failure to Render Accounts of Client Funds]

6 28. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by  
7 failing to render appropriate accounts to a client regarding all funds of the client coming into  
8 Respondent's possession, as follows:

9 29. The General Background Facts section 1 and paragraphs 1 – 20 of this case  
10 number are incorporated by reference

11 30. By failing to provide an appropriate accounting to Guerrero regarding funds  
12 received on his behalf, Respondent willfully failed to render an appropriate account to his client  
13 regarding all funds paid on behalf of the client and in Respondent's possession in wilful  
14 violation of RPC 4-100(B).

15 COUNT FIVE Case No. 00-O-15015 – RPC 3-700(D)(2)

16 [Failure to Refund Unearned Fees]

17 31. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by  
18 failing to refund promptly any part of a fee paid in advance that has not been earned, as  
19 follows:

20 32. The General Background Facts section 1 and paragraphs 1 – 20 of this case  
21 number are incorporated by reference

22 33. By failing to promptly refund any portion of the \$1,500 advance attorney fees to  
23 Guerrero, as requested, Respondent failed to refund promptly any part a fee paid in advance  
24 that was not earned, in wilful violation of RPC 3-700(D)(2).

25 //

26 //

1        **10.    Case no. 00-O-15179 (Miller)**

2            COUNT ONE Case No. 00-O-15179 – RPC 3-110(A)  
3            [Failure to Perform with Competence]

4            1. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
5            intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
6            follows:

7            2. The General Background Facts section 1 is incorporated by reference.

8            3. In May 2000, Kenneth Miller (“Miller”) was sentenced to Delano State Prison.

9            Miller saw an advertisement in the American Justice Publications (“AJP”) magazine regarding  
10           “Early Release” from prison. Miller contacted his mother, Shirley Miller (“Shirley”)  
11           and asked her to respond to the advertisement.

12           4. On or about July 25, 2000, Shirley telephoned the number provided in the  
13           advertisement and spoke with Respondent’s agent, John Lovato (“Lovato”). Lovato took the  
14           information and referred the matter to Respondent. Lovato negotiated a fee of \$2,500 and  
15           arranged for Shirley to pay \$1,500 down and to make payments of \$150 a month on the  
16           balance. Shirley signed a retainer agreement and a promissory note.

17           5. From on or about July 25, 2000 to November 28, 2000, Shirley sent letters and  
18           left telephone messages for Respondent to contact her regarding Miller’s case. Telephone  
19           calls were made by Miller in prison by first calling Shirley collect, and then by having Shirley  
20           arrange a three-way telephone conversation with Respondent’s office. Each time Miller and  
21           Shirley called Respondent’s office, they asked to speak to Respondent; however, Respondent  
22           was never available. They left telephone messages for Respondent to call back; however, he  
23           never returned the telephone messages.

24           6. From on or about August 1, 2000 to August 15, 2000, Shirley and Miller called  
25           Respondent approximately eighteen times on the telephone and left messages for him. Miller  
26           left messages for Respondent to either call Miller back or to visit Miller in prison. At no time

1 did Respondent return Shirley's telephone calls, nor did Respondent visit Miller in prison as  
2 requested. On several occasions when Miller and Shirley telephoned Respondent's office,  
3 Miller would ask the person who answered the telephone to page Respondent. After Miller  
4 made the request for Respondent to be paged, Miller would wait for hours for Respondent to  
5 return his call. Respondent never returned Miller's telephone calls.

6 7. Due to Miller's difficulty in calling Respondent from prison, between in or about  
7 October 2000 and April 2001, Miller asked his girlfriend, Tabitha Shelton ("Shelton"), to call  
8 Respondent on his behalf. During this time period, Shelton telephoned Respondent's office  
9 approximately five times a day and made approximately twenty-five personal visits to  
10 Respondent's office on Miller's behalf. Shelton telephoned Respondent's toll-free telephone  
11 number approximately five times a day and left messages for Respondent to return her call.  
12 Subsequently, Respondent's office staff refused to accept Shelton's telephone calls on the toll-  
13 free line. On approximately four occasions during this time period, Shelton telephoned  
14 Respondent on Miller's behalf from a pay phone and left messages for Respondent to return  
15 her calls. Respondent failed to return Shelton's telephone calls or to contact Miller in prison  
16 by any means.

17 8. Miller never met with or spoke to Respondent about his early release, nor has  
18 Respondent ever provided a status report. To Miller's knowledge, Respondent never did  
19 anything to assist him in obtaining an early release.

20 9. On or about February 20, 2001, Miller sent Respondent a certified letter, return  
21 receipt requested, to the address indicated on the paperwork Miller received to employ  
22 Respondent, terminating Respondent's employment and requesting the return of his case file.  
23 The letter was properly mailed by first class certified mail, postage pre-paid, by depositing for  
24 collection by the United States Postal Service in the ordinary course of business. The United  
25 States Postal Service did not return Miller's letter to Respondent as undeliverable or for any  
26 other reason. In this letter, Miller also requested that Respondent refund the unearned

1 attorney's fees advanced to him and return Miller's case file. Miller received the signed return  
2 receipt in the mail.

3 10. Respondent has never responded to Miller's letter terminating Respondent's  
4 employment; he has never returned Miller's case file, nor has he ever accounted for the  
5 attorney's fees advanced by Shirley on Miller's behalf.

6 11. Although Respondent performed little or no services of value for Miller and did  
7 not earn any of the advanced fees paid to him by Shirley, Respondent failed to refund any  
8 portion of the advanced fees prior to the State Bar Court entering an order on May 6, 2002  
9 under Business and Professions Code section 6007(h) ordering him to refund \$1,500 to  
10 Cardenas within 90 days  
11 of the effective date of the order.

12 12. By failing to do any work toward obtaining an early release for Miller, as he was  
13 employed to do, Respondent intentionally, recklessly or repeatedly failed to perform legal  
14 services with competence in violation of RPC 3-110(A).

15 COUNT TWO Case No. 00-O-15179 – RPC 3-700(A)(2)  
16 [Improper Withdrawal From Employment]

17 13. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by  
18 failing, upon termination of employment, to take reasonable steps to avoid reasonably  
19 foreseeable prejudice to his client, as follows:

20 14. The General Background Facts section 1 and paragraphs 1 – 12 of this case  
21 number are incorporated by reference.

22 15. By failing to do any work toward obtaining an early release for Miller and by  
23 failing to respond to Miller's telephone calls and those made by Shirley and Shelton on  
24 Miller's behalf, Respondent in effect abandoned his client, withdrew from employment, and  
25 failed to take reasonable steps to avoid reasonably foreseeable prejudice to his client in  
26 violation of RPC 3-700(A)(2).



1 23. The General Background Facts section 1 and paragraphs 1 – 12 of this case  
2 number are incorporated by reference

3 24. By failing to promptly refund any portion of the \$1,500 advance attorney fees to  
4 Miller, Respondent failed to refund promptly any part a fee paid in advance that was not  
5 earned in violation of RPC 3-700(D)(2).

6 COUNT SIX Case No. 00-O-15179 – RPC 3-700(D)(1)  
7 [Failure to Release File]

8 25. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(1), by  
9 failing to release promptly, upon termination of employment, to the client, at the request of the  
10 client, all the client papers and property, as follows:

11 26. The General Background Facts section 1 and paragraphs 1 – 12 of this case  
12 number are incorporated by reference

13 27. By failing to promptly return Miller's client file at the request of his client,  
14 Respondent failed to release promptly, upon termination of his employment, the client's file, in  
15 wilful violation of RPC 3-700(D)(1).

16 **11. Case no. 01-O-00371 (Conway)**

17 COUNT ONE Case No. 01-O-00371 – Bus. & Prof. Code sec. 6068(m)  
18 [Failure to Respond to Client Inquiries]

19 1. Respondent wilfully violated Business and Professions Code, section 6068(m), by  
20 failing to respond promptly to reasonable status inquiries of a client, in a matter in which  
21 Respondent had agreed to provide legal services, as follows:

22 2. In or about August 2000, Cameron Conway ("Conway") was in jail facing criminal  
23 charges. While Conway was in jail, another inmate referred Conway to Respondent.  
24 Conway spoke to his mother, Brenda Davis ("Davis"), and asked her to contact Respondent's  
25 office and to employ Respondent to handle Conway's case.

26 3. Davis employed Respondent to handle Conway's criminal case and made all of the

1 financial arrangements on Conway's behalf. Davis paid Respondent a total of \$1,100 in  
2 advanced attorney's fees to handle Conway's case.

3 4. After Davis employed Respondent, Respondent failed to visit Conway in jail or  
4 otherwise discuss Conway's case with him. Because Conway was in jail, Conway had limited  
5 telephone privileges. Nonetheless, Conway telephoned Respondent on numerous occasions  
6 and left messages asking Respondent to visit him in jail or make contact with him regarding his  
7 case. Respondent did not respond to Conway's requests.

8 5. Commencing in or about August 2000, Conway asked Davis to assist him in  
9 telephoning Respondent in order to obtain the status of his case or to have Respondent visit  
10 him in jail. Davis agreed to contact Respondent and did contact Respondent on Conway's  
11 behalf. Between on or about August 26, 2000 and January 8, 2001, Davis called  
12 Respondent's office on Conway's behalf approximately twenty-six times and left messages for  
13 him to return her calls. Respondent did not return any of Davis's telephone calls or contact  
14 Conway in any manner. During this time period, Davis, sought the help of Public Defender,  
15 Sherri Lira ("Lira"), who had previously handled a case for Conway, in contacting Respondent  
16 on Conway's behalf. Respondent still did not return Davis's telephone calls or contact  
17 Conway in any manner regarding his case.

18 6. On or about September 18, 2000, Conway had his one contact with Respondent  
19 when Respondent appeared in court and substituted in as counsel of record. Respondent  
20 appeared with another attorney, Richard Sullivan ("Sullivan"). Respondent utilized Sullivan to  
21 make appearances on his behalf and paid him for those appearances. Respondent did not  
22 have any documents or information in his possession regarding Conway's case when he  
23 appeared in court. Respondent appeared unprepared to handle Conway's criminal matter.  
24 Respondent did not discuss Conway's case with him.

25 7. On October 26, 2000, Sullivan appeared at a pretrial conference, which was  
26 continued to November 9, 2000.

1 8. On November 9, 2000, Sullivan appeared at the pretrial conference instead of  
2 Respondent. The matter was continued.

3 9. Conway decided to accept the plea offer, and on November 17, 2000, Sullivan  
4 appeared for Respondent and Conway entered a guilty plea.

5 10. Thereafter, Respondent failed to communicate with Conway, and Conway  
6 expressed his dissatisfaction with the way Respondent had represented him, especially with  
7 respect to Respondent's failure to communicate.

8 11. On May 2, 2001, Davis and Conway sent Respondent a letter terminating  
9 Respondent's employment as his attorney. In this letter, Conway and Davis requested that  
10 Respondent refund the \$1,100 in advanced attorney's fees. Respondent received this letter,  
11 but did not respond.

12 12. By failing to respond to Conway's telephone calls, to Davis's telephone calls  
13 made on Conway's behalf, or to Conway's May 2, 2001, letter, Respondent failed to respond  
14 promptly to reasonable status inquiries of a client and a client's representative in a matter in  
15 which Respondent agreed to provide legal services in wilful violation of Bus. & Prof. Code  
16 sec. 6068(m).

17 **12.. 01-O-00913 (Cepeda)**

18 **COUNT ONE Case No. 01-O-00913 – RPC 3-110(A)  
19 [Failure to Perform with Competence]**

20 1. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
21 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
22 follows:

23 2. In or about January 2000, Daniel Cepeda ("Cepeda") was sentenced to state  
24 prison, and he wanted to appeal his sentence. Cepeda's defense attorney on his original  
25 criminal case, Betty Bridges, recommended Respondent to handle his appeal.

26 3. Soon thereafter, Cepeda's brother, Mario Cepeda ("Mario") and a friend,

1 Giovanni Bellini ("Bellini") employed Respondent on Cepeda's behalf. Mario and Bellini paid  
2 Respondent \$3,000 in advanced attorney's fees to handle Cepeda's appellate matter.

3 4. On or about January 28, 2000, Cepeda received a letter from Respondent advising  
4 him that Respondent had been employed to handle Cepeda's appeal. Respondent indicated  
5 that he was obtaining the transcripts and documents from Cepeda's original criminal case. In  
6 this same letter, Respondent sent Cepeda an authorization to allow Respondent to obtain  
7 information on Cepeda's behalf, if necessary.

8 5. On or about February 2, 2000, Cepeda received another letter from Respondent  
9 containing a questionnaire which would assist Respondent in handling Cepeda's appeal.  
10 Respondent indicated that Cepeda should complete the questionnaire and return it to  
11 Respondent. Cepeda completed and returned the questionnaire to Respondent.

12 6. On or about February 7, 2000, Respondent sent Cepeda a substitution of attorney  
13 form for Cepeda's signature. Cepeda promptly signed the substitution form and returned it to  
14 Respondent.

15 7. On or about March 9, 2000, Respondent sent Cepeda a letter regarding the status  
16 of his appeal, and Respondent assured Cepeda that Respondent would keep him informed. In  
17 or about late July 2000, Respondent sent Cepeda a copy of the opening brief Respondent  
18 submitted on Cepeda's behalf. In reviewing Respondent's opening brief, Cepeda noticed that  
19 page eleven was missing.

20 8. Commencing in or about July 2000 and continuing to in or about February 2001,  
21 Cepeda telephoned Respondent approximately ten times and sent Respondent approximately  
22 four letters requesting that Respondent send Cepeda the missing page eleven and asking that  
23 Respondent update Cepeda regarding the status of his appeal. Cepeda sent the letters to  
24 Respondent at the address indicated on Respondent's earlier correspondence to Cepeda.  
25 The letters were properly mailed by first class mail, postage pre-paid, by depositing for  
26 collection by the United States Postal Service in the ordinary course of business. The United

1 States Postal Service did not return Cepeda's letters to Respondent as undeliverable or for  
2 any other reason. Respondent did not return any of Cepeda's telephone calls or respond to  
3 Cepeda's requests.

4 9. Due to the fact that Cepeda was in prison, Cepeda asked Mario and Bellini to  
5 telephone Respondent on his behalf. Cepeda wanted Respondent to either contact Cepeda  
6 directly or to visit Cepeda in prison so Cepeda could learn the status of his appeal. Between  
7 in or about late May 2000 and late August 2000, Mario and Bellini repeatedly telephoned,  
8 faxed or sent a messenger with messages to Respondent to contact them regarding the status  
9 of Cepeda's appeal.

10 10. During this same time period, Mario and Bellini went to Respondent's law office  
11 regarding Cepeda's appeal; however, Respondent was out of the office. Mario and Bellini left  
12 a message for Respondent to contact them or Cepeda. Respondent neither telephoned them,  
13 nor did he ever visit Cepeda in prison to discuss the status of his case pursuant to the requests  
14 made by Mario and Bellini.

15 11. In or about June 2000, Cepeda asked Pat Peterson ("Peterson"), a Case  
16 Management Specialist, from an organization called "Friends Outside" to contact Respondent  
17 on his behalf. Peterson agreed to contact Respondent on Cepeda's behalf, and she  
18 telephoned Respondent and conveyed Cepeda's message to Respondent's secretary on his  
19 behalf. Subsequent to Peterson's intercession, Respondent still did not make any contact with  
20 Cepeda regarding the status of his appeal.

21 12. In or about December 2000, Cepeda sent Respondent a Christmas card to the  
22 address indicated on Respondent's earlier correspondence to Cepeda requesting Respondent  
23 to send Cepeda a complete copy of Cepeda's opening brief and to provide a status of  
24 Cepeda's criminal appeal. The card was properly mailed by first class mail, postage pre-paid,  
25 by depositing for collection by the United States Postal Service in the ordinary course of  
26 business. The United States Postal Service did not return Cepeda's card to Respondent as

1 undeliverable or for any other reason. Respondent did not respond to Cepeda's request, nor  
2 did Respondent provide Cepeda with the status of his appeal.

3 13. In or about February 2001, after not receiving any response from Respondent  
4 regarding the status of his case, Cepeda sent a letter to the Court of Appeal concerning the  
5 status of his appeal. In this same letter, Cepeda requested the court to appoint counsel on  
6 appeal.

7 14. On or about February 5, 2001, Cepeda received a letter from the Court of  
8 Appeal advising that Cepeda's motion for appointed counsel was being returned because  
9 Cepeda's appeal had been dismissed on July 25, 2000 and that the dismissal had become final  
10 on September 26, 2000. Respondent had never informed Cepeda that his appeal had been  
11 dismissed.

12 15. On or about March 22, 2001, Cepeda filed a motion in the Court of Appeal on  
13 his own behalf seeking relief from the dismissal order, and on or about April 12, 2001, the  
14 court vacated the dismissal order and reinstated Cepeda's appeal.

15 16. On or about April 23, 2001, Cepeda filed a motion to remove Respondent as his  
16 attorney of record. On or about May 2, 2001, the court granted Cepeda's motion to remove  
17 Respondent as his attorney of record.

18 17. On or about May 7, 2001, Cepeda sent a certified letter, return receipt  
19 requested, to Respondent at the address indicated on Respondent's earlier correspondence to  
20 Cepeda, terminating Respondent's employment and requesting Respondent refund the  
21 attorney's fees advanced by Mario and Bellini and to return his case file. The letter was  
22 properly mailed by first class certified mail, postage pre-paid, by depositing for collection by  
23 the United States Postal Service in the ordinary course of business. The United States Postal  
24 Service did not return Cepeda's letter to Respondent as undeliverable or for any other reason.  
25 On or about May 15, 2001, Cepeda received the signed return receipt in the mail signed by a  
26 member of Respondent's office staff. Respondent did not respond to Cepeda's letter.

1 18. On or about May 14, 2001, the Court of Appeal appointed attorney Carlo  
2 Andreani ("Andreani") to handle Cepeda's criminal appeal.

3 19. To date, Respondent has not accounted for the unearned attorney's fees  
4 advanced to Respondent on Cepeda's behalf, nor has he returned Cepeda's file to Cepeda as  
5 requested. Andreani had to obtain Cepeda's case file through the California Appellate  
6 Project.

7 20. Although Respondent performed little or no services of value for Cepeda and did  
8 not earn the majority of the advanced fees paid to him by Mario and Bellini, Respondent failed  
9 to refund any of the advanced fees prior to the State Bar Court entering an order on May 6,  
10 2002 under Business and Professions Code section 6007(h) ordering him to refund \$3,000 to  
11 Cepeda within 90 days of the effective date of the order.

12 21. By failing to prosecute Cepeda's appeal, thereby causing Cepeda's appeal to be  
13 dismissed, Respondent intentionally, recklessly or repeatedly failing to perform legal services  
14 with competence, in violation of RPC 3-110(A).

15 //

16 //

17 COUNT TWO Case No. 01-O-00913 – RPC 3-700(A)(2)  
[Improper Withdrawal From Employment]

18 22. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by  
19 failing, upon termination of employment, to take reasonable steps to avoid reasonably  
20 foreseeable prejudice to his client, as follows:

21 23. The General Background Facts and paragraphs 1 – 20 of this case number are  
22 incorporated by reference.

23 24. By failing to prosecute Cepeda's appeal, by allowing Cepeda's appeal to be  
24 dismissed, and by failing to respond to Cepeda's telephone calls and Mario's and Bellini's  
25 telephone calls on Cepeda's behalf, Respondent in effect abandoned his client, withdrew from  
26

1 employment, and failed to take reasonable steps to avoid reasonably foreseeable prejudice to  
2 his client in wilful violation of RPC 3-700(A)(2).

3 COUNT THREE Case no. 01-O-00913 – Bus. & Prof. Code sec 6068(m)  
4 [Failure to Respond to Client Inquiries and  
5 Failure to Inform Client of Significant Development]

6 25. Respondent wilfully violated Business and Professions Code, section 6068(m), by  
7 failing to respond promptly to reasonable status inquiries of a client and by failing to keep a  
8 client reasonably informed of significant development in a matter in which Respondent had  
9 agreed to provide legal services, as follows:

10 26. The General Background Facts section 1 and paragraphs 1 – 20 of this case  
11 number are incorporated by reference.

12 27. By failing to respond promptly to telephone calls and status inquiries of Cepeda  
13 and to Cepedas' representatives, Mario and Bellini, and by failing to keep Cepeda informed of  
14 the dismissal of his appeal, Respondent failed to promptly respond to reasonable status  
15 inquiries of his client and his clients' representatives and failed to keep his client reasonably  
16 informed of significant developments in a matter in which he had agreed to provide legal  
17 services in wilful violation of Bus. & Prof. Code sec. 6068(m).

18 COUNT FOUR Case No. 01-O-00913 – RPC 4-100(B)(3)  
19 [Failure to Render Accounts of Client Funds]

20 28. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by  
21 failing to render appropriate accounts to a client regarding all funds of the client coming into  
22 Respondent's possession, as follows:

23 29. The General Background Facts section 1 and paragraphs 1 – 20 of this case  
24 number are incorporated by reference.

25 30. By failing to provide an appropriate accounting to Cepeda regarding funds  
26 received on his behalf, Respondent willfully failed to render an appropriate account to his client  
regarding all funds paid on behalf of the client and in Respondent's possession in wilful



1 2. In or about July 1997, Lamont Ransfer ("Ransfer") was in jail facing criminal  
charges, and a friend recommended Respondent to handle Ransfer's criminal case.

2 3. Ransfer's friend employed Respondent on behalf of Ransfer, and in or about July  
3 1997, Respondent represented Ransfer at trial. On or about July 24, 1997, Ransfer was  
4 convicted of the charges pending against him, and on or about December 1, 1997, Ransfer  
5 was sentenced to twenty five years to life in state prison.

6 4. Immediately upon being sentenced, Ransfer filed an appeal of his conviction in pro  
7 per. Thereafter, attorney Michael McPartland ("McPartland") was appointed by the Court of  
8 Appeal to represent Ransfer.

9 5. On or about March 9, 1998, shortly after Ransfer was sentenced to state prison,  
10 Ransfer's father, Collins Ransfer ("Collins") employed Respondent on Ransfer's behalf to  
11 handle his appeal. Collins paid Respondent a total of \$3,500 in advanced attorney's fees on  
12 Ransfer's behalf.

13 6. On or about March 10, 1998, Ransfer received a letter from Respondent stating  
14 that Collins had employed Respondent to handle Ransfer's appeal. In this letter, Respondent  
15 directed Ransfer to sign and forward a substitution of attorney to McPartland in order to  
16 substitute Respondent in as his attorney of record. Ransfer signed the substitution and  
17 forwarded it to McPartland for his signature.

18 7. Respondent's March 10, 1998, letter was the last contact Ransfer was to ever  
19 have with Respondent.

20 8. Because Ransfer was in state prison, there were only certain hours of the day that  
21 Ransfer was allowed to use the telephone. During the time period that Respondent  
22 represented Ransfer, Ransfer asked his mother, Wanda Ransfer ("Wanda"), to telephone  
23 Respondent on his behalf to find out the status of Ransfer's appeal and to have Respondent  
24 contact Ransfer in prison with the status of his matter. Wanda agreed to assist him in  
25 telephoning Respondent and did telephone Respondent on his behalf.  
26

1 9. Between on or about April 10, 1998 and December 27, 2000, Wanda telephoned  
2 Respondent's office on Ransfer's behalf approximately forty-eight times and left messages for  
3 Respondent to return her calls. During this time period, Wanda telephoned Respondent  
4 routinely from her employment at 10:00 a.m. and again after 3:00 p.m. Wanda would leave a  
5 message with Respondent's receptionist, secretary, or on Respondent's answering machine.  
6 Respondent did not return Wanda's telephone calls or contact Ransfer in any manner  
7 regarding his case.

8 10. On or about November 12, 1999, Wanda sent a letter to Respondent at the  
9 address indicated on his earlier correspondence to Ransfer. In this letter, Wanda advised  
10 Respondent that she had left numerous telephone messages that had not been returned.  
11 Wanda also advised Respondent that his office was not accepting Ransfer's collect telephone  
12 calls from jail. Wanda requested Respondent contact Ransfer and advise him of the status of  
13 his appellate brief. The letter was properly mailed by first class mail, postage pre-paid, by  
14 depositing for collection by the United States Postal Service in the ordinary course of business.  
15 The United States Postal Service did not return Wanda's letter to Respondent as  
16 undeliverable or for any other reason. Respondent did not respond to the requests in  
17 Wanda's letter.

18 11. On or about November 29, 1999, Wanda sent a letter to Respondent at the  
19 address indicated on his earlier correspondence to Ransfer. In this letter Wanda advised  
20 Respondent that Ransfer had not been contacted by him since Collins employed Respondent  
21 to handle Ransfer's appeal. Wanda requested Respondent contact her regarding the status of  
22 Ransfer's appeal. The letter was properly mailed by first class mail, postage pre-paid, by  
23 depositing for collection by the United States Postal Service in the ordinary course of business.  
24 The United States Postal Service did not return Wanda's letter to Respondent as  
25 undeliverable or for any other reason. Respondent did not respond to Wanda's letter, nor did  
26 Respondent contact Ransfer in any manner in prison.

1 12. On or about January 19, 2001, Wanda sent a letter to Respondent at the address  
2 indicated on his earlier correspondence to Ransfer. Wanda requested that Respondent  
3 telephone her with the status of Ransfer's appeal. The letter was properly mailed by first class  
4 mail, postage pre-paid, by depositing for collection by the United States Postal Service in the  
5 ordinary course of business. The United States Postal Service did not return Wanda's letter to  
6 Respondent as undeliverable or for any other reason. Respondent did not respond to  
7 Wanda's letter or contact Ransfer in any manner in prison.

8 13. On or about February 2, 2001, Wanda sent a letter to Respondent at the  
9 address indicated on his earlier correspondence to Ransfer, advising Respondent that she had  
10 telephoned Respondent numerous times and left messages, however, Respondent had failed to  
11 return her calls. In this letter, Wanda requested a refund of the attorney's fees advanced in the  
12 amount of \$3,500. The letter was properly mailed by first class mail, postage pre-paid, by  
13 depositing for collection by the United States Postal Service in the ordinary course of business.  
14 The United States Postal Service did not return Wanda's letter to Respondent as  
15 undeliverable or for any other reason. Respondent did not respond to Wanda's letter or  
16 contact Ransfer in any manner in prison

17 14. On or about March 23, 2001, Wanda sent a letter to Respondent at the address  
18 indicated on Respondent's earlier correspondence to Ransfer, expressing her concern that  
19 Respondent would not return her telephone calls regarding Ransfer's appeal. Wanda  
20 requested Respondent telephone her any day after 5:00 p.m. The letter was properly mailed  
21 by first class mail, postage pre-paid, by depositing for collection by the United States Postal  
22 Service in the ordinary course of business. The United States Postal Service did not return  
23 Wanda's letter to Respondent as undeliverable or for any other reason. Respondent did not  
24 respond to Wanda's letter or contact Ransfer in any manner in prison.

25 15. From in or about March 1998 to on or about April 19, 2001, Ransfer sent  
26 several letters to Respondent at the address indicated on Respondent's earlier correspondence

1 to Ransfer, requesting that Respondent provide Ransfer with the status of his appeal and to  
2 provide him with copies of the opening brief, as well as any supporting documents. The letters  
3 were properly mailed by first class mail, postage pre-paid, by depositing for collection by the  
4 United States Postal Service in the ordinary course of business. The United States Postal  
5 Service did not return Ransfer's letters to Respondent as undeliverable or for any other  
6 reason. Respondent did not respond to any of Ransfer's letters nor did Respondent provide  
7 Ransfer with copies of the documents he requested.

8 16. Between March 10, 1998 and April 2001, Ransfer telephoned Respondent's  
9 office numerous times collect. Each time Ransfer would leave a message for Respondent to  
10 return his call or to call Ransfer's parents regarding the status of Ransfer's appeal.  
11 Respondent did not return any of Ransfer's telephone calls, nor did he ever contact Ransfer's  
12 parents with the status of his appeal, as Ransfer had requested.

13 17. Subsequently, Respondent's office staff became aggravated with the number of  
14 collect calls received from Ransfer. As a result, whenever Ransfer would place a collect  
15 telephone call to Respondent's office, his staff refused to accept Ransfer's collect telephone  
16 calls.

17 18. In or about April 2001, Ransfer sent a letter to the Court of Appeal requesting the  
18 status of his appeal. The Court of Appeal wrote to Ransfer advising that Respondent had  
19 failed to file an opening brief in this matter within the time limits set by the court and that the  
20 appeal had been dismissed. Respondent never advised Ransfer that his appeal had been  
21 dismissed.

22 19. On or about April 6, 2001, with Ransfer's consent, Wanda sent a letter to  
23 Respondent at the address indicated on Respondent's earlier correspondence to Ransfer,  
24 advising Respondent that she was aware Ransfer's appeal had been dismissed and requesting  
25 a refund of the \$3,500 in attorney's fees advanced by Collins. The letter was properly mailed  
26 by first class mail, postage pre-paid, by depositing for collection by the United States Postal

1 Service in the ordinary course of business. The United States Postal Service did not return  
2 Wanda's letter to Respondent as undeliverable or for any other reason. Respondent did not  
3 respond to Wanda's letter.

4 20. On or about April 19, 2001, Ransfer also sent a letter to Respondent at the  
5 address indicated on Respondent's earlier correspondence to Ransfer, terminating  
6 Respondent's employment as his attorney. The letter was properly mailed by first class mail,  
7 postage pre-paid, by depositing for collection by the United States Postal Service in the  
8 ordinary course of business. The United States Postal Service did not return Ransfer's letter  
9 to Respondent as undeliverable or for any other reason. Respondent did not respond to  
10 Ransfer's letter.

11 21. Although Respondent performed little or no services of value for Ransfer and did  
12 not earn the majority of the advanced fees paid to him by Collins, Respondent did not account  
13 for or refund any of the advanced fees paid to him by Collins prior to the State Bar Court  
14 entering an order on May 6, 2002 under Business and Professions Code section 6007(h)  
15 ordering him to refund \$3,500 to Ransfer within 90 days of the effective date of the order.

16 22. By failing to prosecute Ransfer's appeal, thereby causing Ransfer's appeal to be  
17 dismissed and by failing to supervise support staff who refused to accept Ransfer's collect  
18 telephone calls from prison to obtain the status of his appeal, Respondent intentionally,  
19 recklessly or repeatedly failed to perform legal services with competence in violation of RPC  
20 3-110(A).

21 COUNT TWO Case No. 01-O-01011 – RPC 3-700(A)(2)  
[Improper Withdrawal From Employment]

22 23. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by  
23 failing, upon termination of employment, to take reasonable steps to avoid reasonably  
24 foreseeable prejudice to his client, as follows:

25 24. The General Background Facts section 1 and paragraphs 1 – 21 of this case  
26



1 31. By failing to provide an appropriate accounting to Ransfer regarding funds  
2 received on his behalf, Respondent willfully failed to render an appropriate account to his client  
3 regarding all funds paid on behalf of the client and in Respondent's possession in wilful  
4 violation of RPC 4-100(B)(3).

5 COUNT FIVE Case No. 01-O-01011 – RPC 3-700(D)(2)  
6 [Failure to Refund Unearned Fees]

7 32. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by  
8 failing to refund promptly any part of a fee paid in advance that has not been earned, as  
9 follows:

10 33. The General Background Facts section 1 and paragraphs 1 – 21 of this case  
11 number are incorporated by reference

12 34. By failing to promptly refund any portion of the \$3,500 advance attorney fees to  
13 Ransfer, as requested, Respondent failed to refund promptly any part a fee paid in advance  
14 that was not earned in wilful violation of RPC 3-700(D)(2).

15 //  
16 //

17 **14. Case no. 01-O-01197 (Estrada)**

18 COUNT ONE Case No. 01-O-01197  
19 Bus. & Prof. Code sec. 6068(m)  
20 [Failure to Respond to Inquiries and  
21 Failure to Inform Client of Significant Development]

22 1. Respondent wilfully violated Business and Professions Code, section 6068(m),  
23 by failing to respond promptly to reasonable status inquiries of a client and by failing to keep a  
24 client reasonably informed of significant developments in a matter in which Respondent had  
25 agreed to provide legal services, as follows:

26 2. The General Background Facts section 1 are incorporated by reference.

3. On or about August 24, 1999, Glenn Estrada (“Estrada”) was in jail facing

criminal charges.

1           4. On or about July 24, 2000, Estrada saw an American Justice Publications ("AJP")  
2 magazine advertising the services of attorneys.

3           5. Estrada contacted his wife, Julie Stewart ("Stewart") and asked Stewart to make  
4 the financial arrangements to employ Respondent. Estrada signed a written power of attorney  
5 for Stewart and another friend, Leonard Harview ("Harview") to handle his legal affairs.

6           6. In or about July 2000, Stewart telephoned the number provided in the  
7 advertisement and spoke with Respondent's agent, Hal Smith ("Smith"). Smith told Stewart  
8 that Respondent would be assigned as their attorney, that Respondent was the top attorney in  
9 Los Angeles, and that Respondent would not allow the matter to go to trial.

10           7. Smith informed Stewart that the advance attorney fee would be \$6,000 for  
11 Respondent to represent Estrada. He agreed that she could pay \$2,500 down and the  
12 balance in payments of \$250 per month. When she replied that she could not afford \$250 per  
13 month, he agreed that she could pay \$150 per month.

14           8. Smith mailed a retainer agreement and promissory note to Stewart, which she  
15 signed and returned..

16           9. Once employed by Stewart, Respondent had the obligation to obtain the court  
17 dates for Estrada's case by either contacting the District Attorney's office and/or calling the  
18 court clerk.

19           10. Estrada's trial readiness hearing was set for August 10, 2000 and was the first  
20 court date after Respondent was employed to handle his case. By 9:35 a.m., when  
21 Respondent had not yet appeared in court on Estrada's behalf, criminal defense attorney  
22 Leonard Valadez ("Valadez") from the Criminal Defense Panel ("CDP") specially appeared  
23 for Respondent. Valadez had spoken to Respondent prior to Estrada's hearing and explained  
24 to the court that Respondent was ill and could not appear on Estrada's behalf. Valadez  
25 requested a continuance of Estrada's hearing to September 8, 2000.  
26

11. On or about August 10, 2000, at approximately 11:44 a.m., Respondent  
1 appeared in court on Estrada's behalf, substituted into Estrada's criminal case as his attorney  
2 of record and requested a continuance until August 25, 2000. Estrada did not get an  
3 opportunity to meet with or to speak to Respondent regarding his case at this time. However,  
4 at this hearing, Respondent requested the court transfer Estrada from the Banning jail to  
5 Riverside County jail. Respondent advised the court that the location of the Riverside County  
6 jail was a more convenient location and he could visit Estrada to discuss his case prior to the  
7 next hearing. Subsequently, Estrada was transferred to the Riverside County jail.

8  
9 12. At Estrada's trial readiness hearing on August 25, 2000, Valadez made another  
10 special appearance for Respondent, because Respondent did not appear on Estrada's behalf.  
11 Valadez continued Estrada's trial readiness hearing for September 8, 2000.

12 13. After Respondent failed to appear at Estrada's readiness hearing on August 25,  
13 2000, Respondent did not contact Estrada in jail to explain his failure to appear or to discuss  
14 the status of Estrada's case.

15 14. Because Estrada was in jail and had limited telephone privileges, he asked  
16 Stewart and his friend, Leonard Harview ("Harview"), to contact Respondent on his behalf and  
17 to request that Respondent visit Estrada in jail to discuss his case prior to the next court  
18 hearing. Between in or about July 2000 and January 2001, Stewart telephoned Respondent  
19 almost every weekend to obtain the status of Estrada's case and to request that Respondent  
20 visit Estrada in jail regarding his case. During this time period, Stewart would page  
21 Respondent or leave messages on his cellular telephone voicemail. At times, Stewart would  
22 page Respondent and would dial "911", indicating that it was urgent that she speak with  
23 Respondent. Respondent did not return Stewart's telephone calls, visit Estrada in jail or  
24 otherwise contact Estrada regarding his case.

25 15. Between on or about August 1, 2000 and August 24, 2000, Harview telephoned  
26 Respondent on Estrada's behalf and left messages for Respondent to return his calls.

Respondent did not return Harview's telephone calls or otherwise contact Estrada in jail.

1           16. On two occasions between August 2000 and January 2001, Harview was able to  
2 speak to Respondent on the telephone. During these telephone conversations, Respondent  
3 assured Harview that he would appear at Estrada's next court hearing and that he would visit  
4 Estrada in jail to discuss his case. Subsequent to both telephone conversations, Respondent  
5 failed to appear for Estrada's next scheduled court date.

6           17. Between on or about August 11, 2000 and September 16, 2000, at  
7 Respondent's request, Harview sent photographs to Respondent via e-mail regarding  
8 Estrada's case. Respondent provided Harview with his e-mail address for the purpose of  
9 facilitating communication and the exchange of exculpatory evidence between Respondent and  
10 Harview. In Harview's e-mails, he requested Respondent to return his telephone calls.  
11 Harview correctly addressed these letters and photographs to the e-mail address provided to  
12 him by Respondent. The letters designated for Respondent's e-mail address were not  
13 returned as undeliverable or for any other reason. Respondent did not telephone Harview as  
14 requested or acknowledge receipt of the photographs by e-mail.

15           18. Between in or about August 2000 and January 2001, Respondent provided  
16 Harview with his cellular telephone number for the purpose of Harview contacting Respondent  
17 regarding Estrada's case. During this time period, Harview telephoned Respondent and left  
18 messages for Respondent to return his call. Respondent did not return Harview's telephone  
19 calls. Harview believed that Respondent's cellular telephone was equipped with caller  
20 identification and that when Respondent recognized Harview's telephone number, he would  
21 not answer Harview's call. When Harview telephoned Respondent from a telephone number  
22 unfamiliar to Respondent, Respondent would answer the telephone and speak with Harview.  
23 However, during these conversations Respondent would only reassure Harview that he would  
24 appear for Estrada's court dates and visit Estrada in jail. Notwithstanding Harview's contact  
25 with Respondent, Respondent still did not contact Estrada in any manner.  
26

1 19. On or about September 8, 2000, Respondent appeared for Estrada's trial  
2 readiness hearing. His motion to continue Estrada's jury trial was granted by the court, and  
3 Estrada's next court appearance was scheduled for September 21, 2000. Respondent did not  
4 discuss Estrada's case with him on that date.

5 20. On or about September 21, 2000, Respondent was not present in court on  
6 Estrada's behalf. Estrada was notified by the court that Respondent had again filed a motion  
7 to continue Estrada's case. Prior to filing this motion with the court, Respondent did not  
8 advise Estrada of his need to ask for a continuance or ask Estrada for consent to continue his  
9 matter. The court granted Respondent's motion and continued Estrada's matter to September  
10 28, 2000.

11 21. On or about September 28, 2000, Respondent failed to appear in court on  
12 Estrada's behalf. The court advised Estrada that Respondent had telephoned the court and  
13 would be unavailable for the trial readiness hearing. The court granted Respondent's request  
14 for a continuance of Estrada's hearing until October 12, 2000. Prior to September 28, 2000,  
15 Respondent did not contact Estrada to obtain consent to the continuance or to advise Estrada  
16 of the status of his case.

17 22. Between on or about September 28, 2000 and September 30, 2000, Estrada  
18 telephoned Respondent's office repeatedly and left messages for Respondent to contact him  
19 regarding his case. During this time period, Estrada was able to speak to Respondent over the  
20 telephone on one occasion. On that occasion, Respondent assured Estrada that he would  
21 come to the jail to visit Estrada on Sunday, October 1, 2000. On or about October 1, 2000,  
22 Respondent failed to visit Estrada in jail. Thereafter, Respondent did not contact Estrada to  
23 explain his failure.

24 22. On or about October 12, 2000, Respondent appeared at Estrada's readiness  
25 hearing, and continued the case until October 26, 2000. On this occasion, Respondent did  
26 not discuss Estrada's case with him.

1 23. On or about October 26, 2000, Respondent appeared for Estrada's readiness  
2 conference. Up to this time, Estrada still had not had an opportunity to discuss his case with  
3 Respondent. At this hearing, the judge was very upset with Respondent's continued delay in  
4 handling Estrada's matter. Respondent was warned by the court that further delay would  
5 result in sanctions being imposed. Estrada's trial readiness hearing was again rescheduled for  
6 December 1, 2000.

7 24. On or about November 22, 2000, Respondent's representative telephoned  
8 Stewart and told her that more money was required for Respondent to take the matter to trial.  
9 Stewart made an additional cash payment of \$1,000 and gave Respondent a necklace valued  
10 at \$1,200 as collateral. In total, Stewart paid Respondent approximately \$4,500 as advance  
11 attorney fees.

12 25. In or about November 2000, Respondent visited Estrada in the Riverside County  
13 Jail. Estrada spoke to Respondent for approximately fifteen minutes regarding his case. After  
14 about fifteen minutes, Respondent received a telephonic page, and Respondent advised  
15 Estrada that he had to go home. That was the one and only time that Respondent visited  
16 Estrada in jail to discuss Estrada's case.

17 26. Sometime between August 2000 and January 2001, Respondent indicated to  
18 Estrada that he had a matter in another court room, but that afterward he would return to the  
19 holding cell area to speak with Estrada regarding his case. Estrada waited in the holding cell  
20 for several hours until a deputy in the holding area advised Estrada that he would have to  
21 return to his cell because it appeared his attorney was not going to return. Respondent did not  
22 return to speak with Estrada.

23 27. On or about December 1, 2000, Respondent failed to appear on Estrada's  
24 behalf, and Valadez from CDP specially appeared for Respondent. Prior to December 1,  
25 2000, Respondent had filed a motion for a continuance of Estrada's case. The court granted  
26 Respondent's motion to continue and scheduled a trial status conference at the District

1 Attorney's request for December 8, 2000, and the jury trial was calendared for December  
2 11, 2000. Prior to December 1, 2000, Respondent had neither discussed a motion to  
3 continue with Estrada nor obtained Estrada's consent to continue his matter. Respondent did  
4 not contact Estrada in any manner to discuss Estrada's case.

5 28. On or about December 8, 2000, Respondent failed to appear at Estrada's trial  
6 readiness hearing, and a CDP attorney, Jorge Hernandez, specially appeared for Respondent.  
7 Prior to December 8, 2000, Respondent had again filed a motion to continue Estrada's matter  
8 to December 13, 2000 and vacated Estrada's jury trial date. The court granted Respondent's  
9 motion. At no time did Respondent advise Estrada of his continuance request or obtain  
10 Estrada's consent to vacate Estrada's jury trial date. Estrada did not want his jury trial date  
11 vacated. Rather, Estrada wanted to take his case to trial as soon as possible. Estrada's case  
12 was continued to December 13, 2000.

13 29. On or about December 13, 2000, Respondent was not present in court on  
14 Estrada's behalf. Instead Valadez made a special appearance for Respondent. Respondent  
15 had informed Valadez that he was currently engaged in trial on another matter. Respondent  
16 requested that Estrada's matter be continued to December 18, 2000 and the court granted  
17 Respondent's motion.

18 30. On or about December 18, 2000, Respondent was not present in court on  
19 Estrada's behalf. Prior to December 18, 2000, Respondent faxed a motion to the court  
20 requesting a continuance of Estrada's case until the following day. The court granted  
21 Respondent's motion to continue.

22 31. On or about December 19, 2000, Respondent failed to appear in court on  
23 Estrada's behalf. The District Attorney advised the court that she had spoken to Respondent  
24 and Respondent would not be present as he was still engaged in trial in another matter.  
25 Estrada's jury trial was continued to January 2, 2001.

26 32. On or about January 2, 2001, Respondent appeared in court on Estrada's behalf

1 for jury trial. On the motion of the District Attorney, Estrada's jury trial was continued until  
2 January 22, 2001. After the court hearing, Respondent did not remain to discuss Estrada's  
3 case with him or to discuss the strategy for Estrada's upcoming jury trial.

4 33. On or about January 22, 2001, Respondent failed to appear in court on Estrada's  
5 behalf. Respondent's office called the court and indicated that he was going to the hospital for  
6 an ankle injury. At this time Estrada personally addressed the court and expressed his  
7 concerns about the number of continuances that had been granted by the court. The judge  
8 acknowledged Estrada's concern and ordered that Respondent appear in court that day at  
9 1:30 p.m.

10 34. On or about January 22, 2001 at approximately 1:45 p.m., Respondent's  
11 secretary advised the court that Respondent would not be present and requested the court trail  
12 Estrada's matter for one day until January 23, 2001. The judge asked Estrada for permission  
13 to continue the case and Estrada gave his permission. The court also asked Estrada whether  
14 he wanted to proceed as a pro per in this matter since he had expressed dissatisfaction with  
15 Respondent's handling of the case. Estrada declined to accept the court's offer to be pro per.  
16 The court also indicated to Estrada that Respondent would have to show proof of medical  
17 treatment on January 23, 2001.

18 35. On or about January 23, 2001, Respondent appeared late for Estrada's hearing.  
19 Respondent provided the court with proof that he had been treated at the doctor's the prior  
20 day. At this hearing, the District Attorney made a motion to exclude all defense witnesses due  
21 to Respondent's failure to provide the District Attorney with the names of the defense  
22 witnesses on or before January 5, 2001. The court granted the District Attorney's motion and  
23 excluded all of Estrada's witnesses for trial. The court trailed Estrada's jury trial to January  
24 24, 2001.

25 36. On January 24, 2001, Respondent was present for jury trial on that date. The  
26 court trailed Estrada's jury trial to January 29, 2001. On January 29, 2001, the court trailed

1 Estrada's jury trial to January 30, 2001. From January 30, 2001 to February 7, 2001,  
2 Respondent conducted the jury trial in Estrada's criminal matter. By order of the court,  
3 Estrada was unable to present any witnesses to support Estrada's version of the facts due to  
4 Respondent's failure to timely submit a defense witness list to the District Attorney. On or  
5 about February 7, 2001, Estrada was convicted of all eight counts alleged against him.

6 37. On March 21, 2001, Estrada terminated Respondent's employment. Thereafter  
7 he employed attorney Damian Trevor ("Trevor") to handle the sentencing hearing and to file a  
8 motion for a new trial on Estrada's behalf. The court scheduled a motion for new trial on May  
9 4, 2001.

10 38. By failing to answer the telephone messages from his client and from his client's  
11 representatives, by failing to meet with his client, and by failing to keep Estrada reasonably  
12 informed of developments in the case, Respondent failed to respond promptly to reasonable  
13 status inquiries and failed to inform his client of any significant developments in a matter in  
14 which he had agreed to provide legal services.

15 //

16 //

17 **15. Case no. 01-O-01384 (Arutunyan)**

18 **COUNT ONE Case No. 01-O-01384 – RPC 3-110(A)**  
19 **[Failure to Perform with Competence]**

20 1. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
21 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
22 follows:

23 2. On or about October 1999, Kristine Arutunyan ("Arutunyan") employed  
24 Respondent to handle her pending federal criminal case. Respondent was recommended to  
25 her by another attorney named Phillip Sheldon.

26 3. Respondent told Arutunyan that his fee would be \$25,000 to handle her case, but

1 he would lower the advanced attorney's fees to \$20,000, if Arutunyan paid Respondent in  
2 cash. Arutunyan paid Respondent \$10,000 in cash with the remaining balance of \$10,000 to  
3 be paid by twenty days prior to trial.

4 4. Respondent assured Arutunyan that her case would not go beyond the pre-trial  
5 motion stage. Although Respondent gave Arutunyan a written fee agreement, he did not  
6 provide her with a receipt for the \$10,000 advanced attorney's fees.

7 5. Between on or about May 22, 2000 and January 21, 2001, Arutunyan telephoned  
8 Respondent regarding the status of her case approximately fifty-nine times. Each time she left  
9 a message for Respondent to return her calls. Respondent did not return any of Arutunyan's  
10 telephone calls or otherwise contact her.

11 6. Between on or about July 26, 2000 and January 26, 2001, Arutunyan telephoned  
12 Respondent approximately 161 times on her cellular telephone regarding the status of her  
13 case. Respondent did not return any of Arutunyan's telephone calls.

14 7. Between in or about October 1999 and July 2000, Arutunyan designated her  
15 brother-in-law, James Safarian ("Safarian"), to act on her behalf as a spokesperson to obtain  
16 information from Respondent regarding the status of her criminal matter. Arutunyan advised  
17 Respondent that she had designated Safarian to speak to him regarding her case status.  
18 Respondent agreed to respond to the status inquiries of Safarian. Between on or about June  
19 19, 2000 to February 16, 2001, Safarian telephoned Respondent approximately seventy-eight  
20 times on Arutunyan's behalf and left messages for Respondent to return his telephone calls.  
21 Respondent did not call Safarian or Arutunyan regarding her case.

22 8. On two occasions, Arutunyan and Safarian made appointments to meet with  
23 Respondent at his law office. Both times, they waited for hours in Respondent's office for  
24 Respondent to arrive for their scheduled appointment, and on both occasions Respondent  
25 failed to appear for the appointment. Respondent did not call Arutunyan or Safarian to cancel  
26 or reschedule the appointment.

1 9. Several times Arutunyan actually connected with Respondent on his cellular  
2 telephone. Each time Respondent would say that he could not hear Arutunyan and he would  
3 hang up. After Respondent hung up the telephone, he did not call Arutunyan back.

4 10. During the course of Respondent's employment as Arutunyan's attorney,  
5 Respondent moved his law office two times without notifying Arutunyan of his change of  
6 address. Arutunyan had to trace Respondent's whereabouts in order to locate Respondent.

7 11. Eventually, Arutunyan lost confidence in Respondent's ability to represent her,  
8 and in or about July 2000, Arutunyan employed another attorney. Arutunyan contacted  
9 Respondent's office and requested that Respondent provide her with an accounting of the  
10 advanced attorney's fees she paid him and to refund any unearned advanced attorney's fees.  
11 Respondent's secretary assured Arutunyan that an accounting would be prepared and sent to  
12 her. Respondent did not provide Arutunyan with an accounting, nor did Respondent refund all  
13 or any part of the unearned advanced attorney's fees paid to him by Arutunyan.

14 12. On or about May 17, 2001, Arutunyan sent Respondent a certified letter, return  
15 receipt requested to the address provided to Arutunyan by Respondent, again requesting an  
16 accounting and give her a refund of any unearned advanced attorney's fees she had advanced  
17 to him. The letter was properly mailed by first class certified mail, postage pre-paid, by  
18 depositing for collection by the United States Postal Service in the ordinary course of business.  
19 The United States Postal Service did not return Arutunyan's letter to Respondent as  
20 undeliverable or for any other reason. On or about May 24, 2001, Arutunyan received a  
21 certified letter return receipt signed by someone in Respondent's office. Respondent did not  
22 respond to Arutunyan's letter.

23 13. Although Respondent performed little or no services of value for Arutunyan and  
24 did not earn the majority of the advanced fees paid to him by Arutunyan, Respondent failed to  
25 refund any of the advanced fees to Arutunyan. To date, Arutunyan has not received an  
26 accounting or a refund of any unearned advanced attorney's fees.

1 14. By failing to take any action regarding Arutunyan's criminal matter, as he was  
2 employed to do, Respondent intentionally, recklessly or repeatedly failed to perform legal  
3 services with competence in violation of RPC 3-110(A).

4 COUNT TWO Case No. 01-O-01384 – RPC 3-700(A)  
5 [Improper Withdrawal From Employment]

6 15. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by  
7 failing, upon termination of employment, to take reasonable steps to avoid reasonably  
8 foreseeable prejudice to his client, as follows:

9 16. The General Background Facts section 1 and paragraphs 1 – 13 of this case  
10 number are incorporated by reference..

11 17 By failing to take any steps to represent Arutunyan, by failing to respond to  
12 Arutunyan's telephone calls and to Safarian's phone calls on Arutunyan's behalf, by failing to  
13 keep appointments with his clients, and by moving twice without notifying his client,  
14 Respondent in effect abandoned his client, withdrew from employment and failed to take  
15 reasonable steps to avoid reasonably foreseeable prejudice to his client in wilful violation of  
16 RPC 3-700(A).

17 COUNT THREE Case No. 01-O-01384  
18 Bus. & Prof. Code sec. 6068(m)  
19 [Failure to Respond to Client Inquiries]

20 18. Respondent wilfully violated Business and Professions Code, section 6068(m), by  
21 failing to respond promptly to reasonable status inquiries of a client, in a matter in which  
22 Respondent had agreed to provide legal services, as follows:

23 19. The General Background Facts section 1 and paragraphs 1 – 13 of this case  
24 number are incorporated by reference

25 20. By failing to respond to Arutunyan's telephone calls and to telephone calls of his  
26 client's designated representative, Respondent failed to respond promptly to reasonable status  
inquiries of a client and his client's designated representative in a matter in which he had

agreed to provide legal services in wilful violation of Bus. & Prof. Code sec. 6068(m).

COUNT FOUR

Case No. 01-O-01384 – RPC 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

21. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by failing to render appropriate accounts to a client regarding all funds properties of the client coming into Respondent's possession, as follows:

22. The General Background Facts section 1 and paragraphs 1 – 13 of this case number are incorporated by reference

23. By failing to provide an appropriate accounting to Arutunyan regarding funds received on her behalf, Respondent wilfully failed to render an appropriate account to his client regarding all funds paid on behalf of the client and in Respondent's possession in wilful violation of RPC 4-100(B)(3).

COUNT FIVE

Case No. 01-O-01384 – RPC 3-700(D)(2)  
[Failure to Refund Unearned Fees]

24. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

25. The General Background Facts section 1 and paragraphs 1 – 13 of this case number are incorporated by reference.

26. By failing to promptly refund any portion of the \$10,000 advance attorney fees to Arutunyan, as requested, Respondent failed to refund promptly any part a fee paid in advance that was not earned in wilful violation of RPC 3-700(D)(2).

**16. Case no. 01-O-01868 (Ruiz)**

COUNT ONE

Case No. 01-O-01868 – RPC 3-110(A)  
[Failure to Perform with Competence]

1. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by intentionally, recklessly, or repeatedly failing to perform legal services with competence, as

follows:

1           2. The General Background Facts section 1 are incorporated by reference.

2           3. On January 25, 2001, while Edward Ruiz ("Ruiz") was in jail facing criminal drug  
3 charges and the enhanced penalties associated with a three-strike case, Ruiz saw  
4 Respondent's advertisement for his legal services in the American Justice Publications ("AJP")  
5 magazine. Ruiz telephoned his mother, Juanita Ruiz ("Juanita"), and asked her to make  
6 arrangements for Respondent's representation.

7           4. On or about the same date, Juanita telephoned the number in the advertisement and  
8 spoke with Respondent's representative, Hal Smith ("Smith"). Smith discussed Ruiz's criminal  
9 case and stated that it would be easy to get Ruiz off the three strike provisions because the  
10 other cases were so old. Smith quoted an advanced attorney's fee in the amount of \$4,500 to  
11 employ Respondent and informed Juanita that the \$4,500 did not include trial. Smith  
12 negotiated a down payment of \$2,500 with the balance paid in monthly payments.

13           5. On January 26, 2001, Juanita paid Respondent \$2,500 as advanced attorney fees  
14 and signed a promissory note for the remaining balance of \$2,000.

15           6. On February 13, 2001, Respondent did not appear at Ruiz's scheduled court date,  
16 but rather sent another attorney named Richard Sullivan ("Sullivan"), to appear for him.  
17 Sullivan continued Ruiz's case until the end of February 2001 and obtained the discovery for  
18 Ruiz's case from the Public Defender. However, Sullivan did not discuss the case with Ruiz  
19 on that date.

20           7. Ruiz telephoned Smith after his February 13, 2001 court date, but was informed by  
21 Respondent's office staff that Smith was on vacation. Ruiz left a message for Respondent to  
22 contact him or Juanita regarding his expectation that Respondent would have appeared in  
23 court. Respondent did not return Ruiz's telephone call and did not visit Ruiz in jail.

24           8. Near the end of February 2001, Ruiz had another scheduled court date. Again,  
25 Sullivan appeared for Respondent on Ruiz's behalf. Sullivan continued the case until March  
26

15, 2001. Because Sullivan was only specially appearing for Respondent he did not have any specific information to provide Ruiz about his case.

9. After Respondent sent Sullivan for Ruiz's second court hearing, Ruiz telephoned Smith and was again told by the office staff that Smith was out of the office.

10. At the March 15, 2001, preliminary hearing Respondent failed to appear and the matter was rescheduled for the following day. Ruiz telephoned Respondent to find out why he missed Ruiz's preliminary hearing date and to find out the status of his case. Ruiz left a message for Respondent to call Juanita and explain why Respondent had failed to appear. Respondent did not return Ruiz's telephone call or call Juanita as Ruiz requested.

11. On March 16, 2001, Respondent was present in court on Ruiz's behalf. Respondent appeared in court without Ruiz's police report or other information pertinent to the case. Until this court date, Ruiz had never met nor spoken to Respondent about his case. Ruiz did not get a chance to tell Respondent his side of the story prior to Respondent's handling of the preliminary hearing. Respondent told Ruiz that there was nothing that he could do for Ruiz at the preliminary hearing. Respondent promised Ruiz that he would meet with him in jail to talk about his case prior to the Superior Court arraignment. After the preliminary hearing, Ruiz did not see or speak to Respondent again.

12. On March 21, 2001, Ruiz wanted to consult with Respondent before Ruiz's probation officer conducted an interview; however, Ruiz was unable to contact Respondent. Prior to March 21, 2001, Ruiz left messages for Respondent requesting a return call regarding the probation interview. Respondent failed to return Ruiz's telephone calls. Ruiz contacted Juanita and asked her to call Respondent on his behalf regarding the probation interview. On this same date, Juanita telephoned Respondent and left a message for him to return her call regarding Ruiz' probation interview. Respondent did not return Juanita's telephone call. As a result, Ruiz was forced to complete the probation interview without the benefit of advice or suggestions from Respondent.

1 13. On March 30, 2001, Ruiz appeared in Superior Court for his arraignment, but  
2 Respondent failed to appear. After the judge asked the court clerk to telephone Respondent's  
3 office to determine Respondent's whereabouts, the clerk informed Ruiz that Respondent  
4 stated that he was only employed to represent Ruiz through the preliminary hearing. Ruiz was  
5 surprised at this information because at his preliminary hearing Respondent told Ruiz that he  
6 would see what he could do for Ruiz after the preliminary hearing and once Ruiz's case got  
7 bound over to Superior Court. Ruiz tried contacting Respondent for the remainder of that  
8 week and left messages for Respondent to return his calls. Respondent did not return any of  
9 Ruiz's telephone calls. On or about this same date, Juanita telephoned Respondent  
10 approximately three times on Ruiz' behalf and left messages for him to return her telephone  
11 calls. Respondent did not return any of Juanita's telephone calls.

12 14. Because of the failures to communicate, Juanita hired another attorney to take  
13 over Ruiz's criminal case after March 2001.

14 15. On June 2, 2001, Ruiz sent Respondent a letter terminating his employment,  
15 requesting an accounting of the attorney's fees advanced by Juanita and requesting the return  
16 of any unearned fees. Respondent received this letter but did not respond to Ruiz.

17 16. Although Respondent performed little or no services of value for Ruiz and did not  
18 earn the majority of the advanced attorney fees paid to him by Juanita, Respondent failed to  
19 account for or to refund any of the advanced fees.

20 17. By failing to prepare himself to handle Ruiz's preliminary hearing and by failing to  
21 assist his client during the probation interview, as he was employed to do, Respondent  
22 intentionally, recklessly or repeatedly failed to perform legal services with competence in  
23 violation of RPC 3-110(A).

24 COUNT TWO

Case No. 01-O-01868  
Bus. & Prof. Code sec. 6068(m)  
[Failure to Respond to Client Inquiries]

25 18. Respondent wilfully violated Business and Professions Code, section 6068(m), by  
26

1 failing to respond promptly to reasonable status inquiries of a client, in a matter in which  
2 Respondent had agreed to provide legal services, as follows:

3 19. The General Background Facts section 1 and paragraphs 1 – 17 of this case  
4 number are incorporated by reference.

5 20. By failing to respond to Ruiz 's telephone calls or to contact his wife at the request  
6 of his client, Respondent failed to respond promptly to a client and his client's representative to  
7 reasonable status inquiries of a client in a matter in which Respondent had agreed to provide  
8 legal services in wilful violation of Bus. & Prof. Code sec. 6068(m).

9 **17. Case no. 01-O-03701 (Honore)**

10 **COUNT ONE**

Case No. 01-O-03701 – RPC 3-110(A)  
[Failure to Perform with Competence]

11 1. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
12 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
13 follows:

14 2. The General Background Facts section 1 are incorporated by reference.

15 3. In September 2000, John Honore ("Honore") was arrested for murder and  
16 robbery.

17 4. In December 2000, Honore's sister, Mary Torres ("Torres) spoke to Hal Smith  
18 ("Smith"), an employee of AJP acting as Respondent's agent, regarding the legal  
19 representation of Honore and his co-defendant.

20 5. On December 4, 2000, an employee of AJP acting as Respondent's agent visited  
21 Torres and produced a retainer agreement in Honore's name. The agreement listed "Tom  
22 Stanley & Associates" as Honore's representative.

23 6. Torres signed the agreement which called for a total fee of \$4,500, with a \$2,000  
24 down payment to represent Honore. She paid Respondent's agent \$4,000 for Respondent to  
25 represent Honore and his co-defendant.

1 7. In or about December 2000, Respondent did not appear on behalf of Honore at  
2 his scheduled court hearings. During this same month, Torres made approximately five  
3 telephone calls to Respondent and left messages for Respondent to return her calls.  
4 Respondent did not return her messages.

5 8. On or about January 4, 2001, Torres sent a certified letter to Respondent  
6 terminating his legal services and requesting a full refund of the unearned \$4,000 legal fees.  
7 Respondent never answered her letter.

8 9. On or about February 13, 2001, Torres filed a civil action against Respondent in  
9 case number LAV 01V0242 in the small claims court of Los Angeles County. Torres alleged  
10 that Respondent failed to perform services as agreed and failed to refund any part of the legal  
11 fees paid in advance.

12 10. On or about March 26, 2001, a default judgement was entered against  
13 Respondent in the amount of \$4,080.

14 11. Respondent never did anything to earn the money Torres had paid him.  
15 Respondent has refused to refund any of the advanced fees or to satisfy the judgement against  
16 him.

17 12. By failing to appear at Honore's hearing on his client's behalf, as Respondent had  
18 been employed to do, Respondent intentionally, recklessly or repeatedly failed to perform legal  
19 services with competence.

20 COUNT TWO

Case No. 01-O-03701  
Bus. & Prof. Code sec. 6068(m)  
[Failure to Respond to Client Inquiries]

21 13. Respondent wilfully violated Business and Professions Code, section 6068(m), by  
22 failing to respond promptly to reasonable status inquiries of a client, in a matter in which  
23 Respondent had agreed to provide legal services, as follows:

24 14. The General Background Facts section 1 and paragraphs 1 – 11 of this case  
25 number are incorporated by reference.  
26

15. By failing to return Torres's telephone calls and by failing to respond to the messages she had left on Honore's behalf, Respondent failed to respond promptly to a client's representative in regard to reasonable status inquiries on behalf of the client, in a matter in which Respondent agreed to provide legal services.

COUNT THREE Case No. 01-O-03701 – RPC 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

16. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by failing to render appropriate accounts to a client regarding all funds of the client coming into Respondent's possession, as follows:

17. The General Background Facts section 1 and paragraphs 1 – 11 of this case number are incorporated by reference

18. By failing to provide an appropriate accounting to Honore regarding funds received on his behalf, Respondent willfully failed to render an appropriate account to his client regarding all funds paid on behalf of the client and in Respondent's possession.

COUNT FOUR Case No. 01-O-03701 – RPC 3-700(D)(2)  
[Failure to Refund Unearned Fees]

19. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

20. The General Background Facts section 1 and paragraphs 1 – 11 of this case number are incorporated by reference.

21. By failing to promptly refund any portion of the \$4,000 advance attorney fees to Honore or Torres, as requested, Respondent failed to refund promptly any part a fee paid in advance that was not earned.

**18. Global Stipulation re: Sharing Legal Fees with a Non-Lawyer**

Case Nos. 00-O-13432; 00-O-14525; 00-O-14578; 00-O-14890; 00-O-15015;  
00-O-15179; 01-O-1197; 01-O-1589; 01-O-1868; and 01-O-03701  
[RPC 1-320(A) – Sharing Legal Fees with a Non-Lawyer]

1           1. Respondent wilfully violated Rules of Professional Conduct, rule 1-320(A), by  
2 sharing legal fees with a person who is not a lawyer, as follows:

3           2.. The General Background Facts of section 1 and all paragraphs of the case  
4 numbers at issue herein (section 19) are incorporated by reference.

5           3. The money the various clients at issue herein paid to Respondent were deposited  
6 into an account maintained by PAS, and over which Respondent had no control. Respondent  
7 was subsequently paid only a portion of those funds by PAS. As explained in the General  
8 Background Facts section 1 above, Respondent agreed to many services – secretarial,  
9 paralegal and otherwise – provided by AJP. In exchange for such services Respondent  
10 agreed to pay AJP over \$14,000.00 a month. However, Respondent’s monthly service  
11 charge could be deferred if his total amount of client fees generated failed to exceed 70% of  
12 the monthly service charges. In such a case, Respondent would receive 30% of the fees  
13 generated and AJP would receive 70%. However, the balance of the service fees owed  
14 would carry over to the next month. In all months relevant hereto, client fees were split in the  
15 percentage manner described.

16           4. In essence, this arrangement was for all practical purposes an illusory arrangement,  
17 in that the client fees generated never met the monthly fees charged. In reality, the agreement  
18 between Respondent and AJP was a fee splitting arrangement, whereby a percentage of all  
19 client money was split directly with AJP. Respondent, however, did not recognize their  
20 arrangement as fee splitting due to its structure, but nevertheless he was aware the fees were  
21 being split between them in the manner described herein.

22           5.. By allowing AJP and its agents to collect legal fees paid by various clients, by  
23 agreeing to an arrangement whereby client fees would be split on a percentage basis between  
24 himself and AJP, and by in fact participating in the practice of splitting client fees on a  
25 percentage basis, Respondent shared legal fees with a non-lawyer, in wilful violation of RPC  
26 1-320(A).

19. **Global Stipulation re: Moral Turpitude**

Case Nos. 00-O-13795; 00-O-13432; 00-O-14525; 00-O-14578; 00-O-14890;  
00-O-14903; 00-O-15015; 00-O-15179; 01-O-01589; 01-O-00371; 1-O-00913;  
01-O-01011; 01-O-01197; 01-O-01384; 01-O-01868; and 01-O-03701.

[Bus. & Prof. Code sec. 6106 – Moral Turpitude]

1. Respondent wilfully violated Business and Professions Code, section 6106, by committing acts involving moral turpitude, as follows:

2.. The stipulated facts in all case numbers listed herein (section 20) and in the General Background Facts found in section 1 are incorporated by reference.

3. By repeatedly representing, personally and through his representatives, that he would represent his clients interests, by repeatedly failing to perform on client issues, by repeatedly abandoning his clients, by repeatedly failing to communicate with his clients and their representatives regarding the status of the matters for which he was employed, and by repeatedly refusing, over a long period of time, to refund advance attorney fees to multiple clients that were not earned ~~and thereby effectively misappropriating the funds~~, Respondent committed acts of moral turpitude in wilful violation of Bus. & Prof. Code sec. 6106.

*Handwritten initials/signature*

**III. DISMISSED COUNTS**

The parties request the Court to dismiss the following counts contained in the filed Notice of Disciplinary Charges, due to proof problems, practical redundancy and pursuant to the stipulated agreement:

Case no. 00-O-13432:

- Aiding UPL, RPC 1-300(A)
- Sharing Fees with Non-lawyer, RPC 1-320(A)
- Moral Turpitude, B&P Code 6106

Case no. 00-O-14525

- Aiding UPL, RPC 1-300(A)
- Sharing Fees with Non-lawyer, RPC 1-320(A)

– Moral Turpitude; B& P Code 6106

1 Case no. 00-O-14578

2 – Aiding UPL: RPC 1-300(A)

3 – Sharing Fees with Non-lawyer, RPC 1-320(A)

4 – Moral Turpitude; B&P Code 6106

5 Case no. 00-O-14890

6 – Aiding UPL: RPC 1-300(A)

7 – Sharing Fees with Non-lawyer, RPC 1-320(A)

8 – Moral Turpitude; B&P Code 6106

9 Case no. 00-O-15015

10 – Aiding UPL; RPC 1-300(A)

11 – Sharing Fees with Non-lawyer, RPC 1-320(A)

12 – Moral Turpitude; B&P Code 6106

13 Case no. 00-O-15179

14 – Aiding UPL: RPC 1-300(A)

15 – Moral Turpitude; B&P Code 6106

16 – Moral Turpitude; B&P Code 6106

17 – Moral Turpitude; B&P Code 6106

18 – Sharing Fees with Non-lawyer, RPC 1-320(A)

19 Case no. 01-O-01197

20 – Aiding UPL; RPC 1-300(A)

21 – Sharing Fees with Non-lawyer, RPC 1-320(A)

22 – Moral Turpitude; B&P Code 6106

23 Case no. 01-O-01868

24 – Aiding UPL: RPC 1-300(A)

25 – Sharing Fees with Non-lawyer, RPC 1-320(A)

- Moral Turpitude; B&P Code 6106
- Failure to render accounting, RPC 4-100(B)(3)
- Failure to Refund Unearned Fees, RPC 3-700(D)(2)

Case no. 01-O-03701

- Sharing Fees with Non-lawyer, RPC 1-320(A)
- Moral Turpitude; B&P Code 6106

**IV. MITIGATING CIRCUMSTANCES**

**LAP Participation**

Respondent contacted the State Bar's Lawyers' Assistance Program (LAP) in May 2002. He complied with the evaluation requirement and met with the LAP Evaluation Committee. On November 2, 2002, he signed the LAP Participation Agreement and has been in compliance with its treatment recommendations to date.

**Restitution**

Respondent has paid the following restitution:

1. Larry Brown – \$1000.00 in June 2002.
2. Ruben Orozco – \$1250.00 in May 2002.
3. Gilberto Cardenas – \$4000.00 in May 2002.
4. Fermin Guerrero – \$1500.00 in May 2002.
5. Kenneth Miller – \$1500.00 in August 2002.
6. Daniel Cepeda – \$3000.00 in May 2002.
7. Collins Ransfer – \$3500.00 in May 2002.
8. Mary Torres (John Honore) – judgment satisfied August 2002.

These restitution payments (except for Torres) were made pursuant to State Bar Court order in a related proceeding, and were made after State Bar proceedings were underway. Payment to Torres was made after a successful suit by her. Moreover, not all victims have been paid the money they are owed (see remaining restitution amounts below). Nevertheless

Respondent is entitled to some mitigation for making these payments.

1                   **Supplemental Information of Respondent**

2                   Respondent also submits for the court's consideration the Declaration of Thomas Alan  
3 Stanley (with attachments) and the Supplemental Declaration of Thomas Alan Stanley (with  
4 attachments). He submits this material for purposes of mitigation and to further explain the  
5 nexus between his professional misconduct and his substance abuse/depression. While the  
6 State Bar does not object to Respondent's submitting this material, it does not stipulate that  
7 the information contains relevant mitigation, and reserves the right to argue its relevance and/or  
8 weight as to mitigation.

9                   **V.    RESTITUTION**

10                  Although Respondent has paid some restitution (see mitigation section above),  
11 Respondent acknowledges he owes additional restitution to the victims of his misconduct.  
12 Several of the restitution conditions cannot be set by the parties due to partial performance by  
13 Respondent. In these matters Respondent agrees to binding fee arbitration as set forth herein.  
14 The following restitution obligations are presently unmet, and that they will be part of his Pilot  
15 Program conditions:

16                  1. Case no. 00-O-13795, Ahmed Shohayeb. Respondent agrees to write to Ahmed  
17 Shohayeb within ninety days from the date he signs this stipulation, and therein to offer to  
18 initiate and participate in fee arbitration regarding his outstanding fee dispute with him upon his  
19 request. Respondent shall retain a copy of such letter for the entire period of his pilot program  
20 contract and present it to State Bar Court, State Bar Probation or the Office of Chief Trial  
21 Counsel upon request. Respondent further agrees to initiate and to participate in fee  
22 arbitration upon Shohayeb's request, and to abide by the decision of the fee arbitrator.  
23 Respondent understands and agrees that his failure to write, and retain a copy of, the letter, or  
24 to initiate or participate in fee arbitration upon Shohayeb's request, or to abide by the decision  
25 of the fee arbitrator, may result in violation of his Pilot Program agreement.

1 2. Case no. 00-O-14525, Steve Millet. Respondent agrees to write to Steve Millet  
2 within ninety days from the date he signs this stipulation, and therein to offer to initiate and  
3 participate in fee arbitration regarding his outstanding fee dispute with him upon his request.  
4 Respondent shall retain a copy of such letter for the entire period of his pilot program contract  
5 and present it to State Bar Court, State Bar Probation or the Office of Chief Trial Counsel  
6 upon request. Respondent further agrees to initiate and to participate in fee arbitration upon  
7 Millet's request, and to abide by the decision of the fee arbitrator. Respondent understands  
8 and agrees that his failure to write, and retain a copy of, the letter, or to initiate or participate in  
9 fee arbitration upon Millet's request, or to abide by the decision of the fee arbitrator, may  
10 result in violation of his Pilot Program agreement..

11 3. Case no. 01-O-00371, Cameron Conway. Respondent agrees to write to  
12 Cameron Conway within ninety days from the date he signs this stipulation, and therein to offer  
13 to initiate and participate in fee arbitration regarding his outstanding fee dispute with him upon  
14 his request. Respondent shall retain a copy of such letter for the entire period of his pilot  
15 program contract and present it to State Bar Court, State Bar Probation or the Office of Chief  
16 Trial Counsel upon request. Respondent further agrees to initiate and to participate in fee  
17 arbitration upon Conway's request, and to abide by the decision of the fee arbitrator.  
18 Respondent understands and agrees that his failure to write, and retain a copy of, the letter, or  
19 to initiate or participate in fee arbitration upon Conway's request, or to abide by the decision  
20 of the fee arbitrator, may result in violation of his Pilot Program agreement.

21 4. Case no. 01-O-01197. Glenn Estrada. Respondent agrees to write to Glenn  
22 Estrada within ninety days from the date he signs this stipulation, and therein to offer to initiate  
23 and participate in fee arbitration regarding his outstanding fee dispute with him upon his  
24 request. Respondent shall retain a copy of such letter for the entire period of his pilot program  
25 contract and present it to State Bar Court, State Bar Probation or the Office of Chief Trial  
26 Counsel upon request. Respondent further agrees to initiate and to participate in fee

arbitration upon Estrada's request, and to abide by the decision of the fee arbitrator.

Respondent understands and agrees that his failure to write, and retain a copy of, the letter, or to initiate or participate in fee arbitration upon Estrada's request, or to abide by the decision of the fee arbitrator, may result in violation of his Pilot Program agreement.

5. Case no. 01-O-01384. Kristine Arutunyan. Respondent agrees to write to Kristine Arutunyan within ninety days from the date he signs this stipulation, and therein to offer to initiate and participate in fee arbitration regarding his outstanding fee dispute with her upon request. Respondent shall retain a copy of such letter for the entire period of his pilot program contract and present it to State Bar Court, State Bar Probation or the Office of Chief Trial Counsel upon request. Respondent further agrees to initiate and to participate in fee arbitration upon Arutunyan's request, and to abide by the decision of the fee arbitrator.

Respondent understands and agrees that his failure to write, and retain a copy of, the letter, or to initiate or participate in fee arbitration upon Arutunyan's request, or to abide by the decision of the fee arbitrator, may result in violation of his Pilot Program agreement.

6. Case no. 01-O-01868. Edward Ruiz. \$2500.00 plus interest at the rate of 10% per annum from July 1, 2001.

**VI. RULE 133 NOTICE**

The notice referred to at page 1, section A(6) was given in writing to Respondent's counsel on December 12, 2003.

ORDER

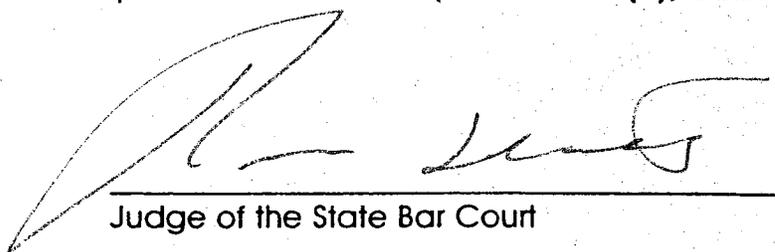
Finding this stipulation to be fair to the parties, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- 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.

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; 2) this court modifies or further modifies the approved stipulation; or 3) Respondent is not accepted for participation in the Pilot Program or does not sign the Pilot Program Contract. (See rules 135(b) and 802(b), Rules of Procedure.)

The effective date of the disposition is the effective date of the Supreme Court order herein, normally 30 days after the file date of the Supreme Court Order. (See rule 953(a), California Rules of Court.)

6/28/05  
Date

  
Judge of the State Bar Court

~~APR 18 2005~~

~~STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES~~

~~LODGED~~

~~JUN 28 2005~~

~~PUBLIC MATTER STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES~~

~~FILED~~

~~MAR 04 2010~~

STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

1 THE STATE BAR OF CALIFORNIA  
2 OFFICE OF THE CHIEF TRIAL COUNSEL  
3 ENFORCEMENT  
4 MIKE ANCHETA NISPEROS, Jr., bar no. 85495  
5 CHIEF TRIAL COUNSEL,  
6 CHARLES A. MURRAY, bar no. 146069  
7 DEPUTY TRIAL COUNSEL  
8 BROOKE A. SCHAFER, bar no.194824  
9 DEPUTY TRIAL COUNSEL  
10 1149 South Hill Street  
11 Los Angeles, California 90015-2299  
12 Telephone: (213) 765-1000

THE STATE BAR COURT

ALTERNATIVE DISCIPLINE PROGRAM - LOS ANGELES

10 In the Matter of ) Case Nos. 01-J-01613-RMT, et al.  
11 )  
12 THOMAS STANLEY, ) PARTIES' ADDENDUM TO  
13 No. 45990 ) STIPULATION RE: FACTS AND  
14 ) CONCLUSIONS OF LAW  
15 A Member of the State Bar )  
\_\_\_\_\_ )

16 The State Bar of California, Office of Chief Trial Counsel, through Deputy Trial  
17 Counsel Brooke A. Schafer, and Respondent, Thomas Stanley, through counsel Arthur  
18 Margolis, submit this addendum to the Stipulation re: Facts and Conclusions of Law  
19 previously lodged on December 12, 2003. This addendum relates to the investigation  
20 matters numbered 01-O-2690; 02-O-11464; 02-O-12937; 01-O-862; 03-O-3580; 02-O-  
21 13705; 03-O-560; 03-O-300; 04-O-10013; 00-O-13819; 01-O-3663; 01-O-1589  
22 and 04-O-13232.

23 I. INCORPORATION OF PRIOR STIPULATION

24 This addendum is intended to supplement the Stipulation re: Facts and  
25 Conclusions of Law in case nos. 01-J-01613 et al., which the parties lodged with the Pilot  
26 Program Court on December 12, 2003 (the "Prior Stipulation"). The Prior Stipulation is  
27 also incorporated as if fully set forth herein.  
28

1 The parties have now stipulated to facts and conclusions of law with respect to the  
2 remaining investigation matters, and intend to append it to the Prior Stipulation. Attached  
3 hereto is the parties' stipulation attachment.

4 **II. ADDITIONAL PROBATION CONDITION**

5 As is set forth in the attached addendum, the additional investigation matter also  
6 carries with it additional restitution conditions as set forth therein. The parties hereby  
7 request an amended order to the court's previous order regarding restitution herein.

8 **III. ALL OTHER DISCIPLINE CONDITIONS REMAIN THE SAME**

9 It is the parties' request that all other matters already submitted to the Court in  
10 these matters, including matters of discipline and conditions of the Program, other than  
11 those set forth herein, shall remain the same.

12 Respectfully submitted,

13  
14 Dated: April 18, 2005

15 Brooke A. Schafer  
16 Brooke A. Schafer  
17 Deputy Trial Counsel  
18 Office of Chief Trial Counsel

19 Dated: 4/18/, 2005

20 Thomas Stanley  
21 Thomas Stanley  
22 Respondent

23 Dated: April 18, 2005

24 Arthur J. Margolis  
25 Arthur Margolis  
26 Respondent's Counsel



1 8. At no time did Respondent release William Alvarez's file or communicate with  
2 his client.

3 Conclusion of Law no. 01-O-02690

4 - By taking no action on William Alvarez's case and by effectively abandoning his  
5 client, Respondent recklessly failed to perform legal services with competence in violation  
6 of Rules of Professional Conduct, rule 3-110(A).

7 - By not refunding any of the \$1,000.00 to Gudelia Alvarez in a reasonable time,  
8 Respondent failed to refund unearned fees, in willful violation of Rule of Professional  
9 Conduct 3-700(D)(2).

10 Investigation no. 02-O-11464 (Jose Rivera-Arce matter)

11 9. On December 19, 2000, Juana Martinez Ramos hired Respondent to represent  
12 her husband, Jose Alberto Rivera-Arce, in an immigration matter. Juana Martinez Ramos  
13 paid Respondent \$2,500.00 in advanced fees for his services. Respondent told Juana  
14 Martinez Ramos that he would represent Jose Alberto Rivera-Arce at the first immigration  
15 hearing, which was set for July 19, 2001. Respondent was aware of this hearing date.  
16 Subsequent to being retained on December 19, 2000, Respondent never again contacted  
17 Juana Martinez Ramos or Rivera-Arce.

18 10. Respondent failed to appear at the July 19, 2001, immigration hearing and had  
19 failed to even file a notice of appearance on behalf of his client before that date.  
20 Subsequently, the court scheduled the case for a Master Hearing on August 1, 2001.  
21 Respondent was made aware of this hearing date.

22 11. At no time did Respondent give advance notice to his client or Mrs. Ramos  
23 that he would not be appearing on July 19 2001, nor did Respondent take any other steps  
24 to avoid reasonable foreseeable prejudice to his client. He simply failed to appear on July  
25 19, 2001.

26 12. Respondent did not file a notice of entry of appearance as attorney on behalf  
27 of Jose Alberto Rivera-Arce until July 25, 2001.

28 13. On August 1, 2001, Respondent again failed to appear at the scheduled Master  
Hearing. Instead, Respondent sent attorney Pedro Bonilla to appear on his behalf, solely  
for purpose of obtaining a continuance. Respondent's motion to continue referred to a  
surgery scheduled on his ankle for July 12, 2001. Respondent had advance notice of his  
own surgery date, but had failed to take any action to see that the July 19<sup>th</sup> hearing was  
either covered or continued.

14. At no time did Respondent give advance notice to his client or Juana Martinez  
Ramos that he would not be appearing on August 1, 2001.

15. Juana Martinez Ramos called Respondent's office in August 2001, requesting  
a refund, the return of Jose Alberto Rivera-Arce's file, and that he call her back.  
Respondent failed to return her call or to respond to her message in any way.

16. Respondent did not provide services of any value to Jose Alberto Rivera-Arce,  
and by his actions and inactions effectively withdrew from representation. At no time did  
Respondent refund any of the \$2,500.00 paid by Juana Martinez Ramos on behalf of Jose

1 Alberto Rivera-Arce, despite her request.

2 Conclusion of Law no. 02-O-11464

3 – By not informing his client of his intent to withdraw from employment, and by  
4 simply abandoning his client, Respondent failed upon termination of employment, to take  
5 reasonable steps to avoid reasonably foreseeable prejudice to his client, in willful  
6 violation of Rule of Professional Conduct 3-700(A)(2).

7 – By not refunding any of the \$2,500.00 to Jose Alberto Rivera-Arce, Respondent  
8 failed to refund unearned fees, in willful violation of Rule of Professional Conduct 3-  
9 700(D)(2).

10 Investigation no. 02-O-12937 (John Cheney)

11 17. On March 5, 2001, Dean Grube, on behalf of John Cheney, employed  
12 Respondent to represent Cheney in a criminal matter. At the time, Cheney had been  
13 diagnosed manic-depressive and provided Grube with a power of attorney in order to hire  
14 Respondent. Grube paid Respondent \$2,737.00 as advanced fees after John Cheney  
15 signed social security checks and insurance checks over to him. On March 20, 2001,  
16 Dean Grube paid Respondent an additional \$1,480.00 as advanced fees, for a total  
17 advance fee of \$4217.00. After the initial meeting on March 5, 2001, Respondent did not  
18 have further communication with Grube or Cheney.

19 18. In May 2001 Cheney's brother, William Cheney, became involved in the case  
20 and obtained a power of attorney in place of Grube so that he could act on behalf of his  
21 brother, John Cheney.

22 19. On May 2, 2001, William Cheney wrote a letter to Respondent expressing his  
23 concerns with Respondent's lack of communication after William left numerous messages  
24 with his secretary. In the letter, William informed Respondent that John Cheney had  
25 retained other legal representation and therefore was terminating Respondent. William  
26 also advised Respondent that he had acquired General Power of Attorney from John to act  
27 on his behalf. William requested a refund of the advanced fees. Respondent failed to  
28 respond to William Cheney's letter or otherwise communicate with him.

20 20. On July 20, 2001, William Cheney sent a certified letter to Respondent  
21 advising Respondent that he called Respondent's office and left numerous messages with  
22 his secretary requesting Respondent to contact him. William again requested a refund of  
23 the advanced fees and an accounting of all services performed. Respondent received the  
24 letter but failed to respond to William Cheney's letter or otherwise communicate with  
25 him.

26 21. On August 14, 2001, October 30, 2001 and January 6, 2002, William Cheney  
27 sent additional letters to Respondent advising Respondent that he had called Respondent's  
28 office and left numerous messages with his secretary requesting a refund of the advanced  
29 fees and accounting of all services performed. Respondent received the letter but failed to  
30 respond to William Cheney's letter or otherwise communicate with him.

31 22. Respondent provided no services to John Cheney, and did not earn any of the  
32 advanced fees.

33 //

34

1 23. At no time has Respondent refunded any of the advanced fees paid by John  
2 Cheney.

3 Conclusion of Law no. 02-O-12937

4 – By not refunding the \$4,217.00 to John Cheney, Respondent failed to refund  
5 unearned fees, in willful violation of Rule of Professional Conduct 3-700(D)(2).

6 – By failing to provide William Cheney or his brother with an accounting for fees  
7 and costs in John's case despite repeated requests, Respondent failed to render appropriate  
8 accounts to a client regarding all funds coming into Respondent's possession, in willful  
9 violation of Rule of Professional Conduct 4-100(B)(3).

8 Investigation no. 01-O-00862 (Hasty matter)

9 24. On June 19, 2000, Gary Engelkes on behalf of Atis D. Hasty, employed  
10 Respondent to represent Hasty in a criminal matter. At that time, Respondent agreed to  
11 charge \$3,500.00 to seek a transfer of the case from Rancho Cucamonga to Fontana. Prior  
12 to retaining Respondent, a pretrial conference had been set for June 23, 2000. Respondent  
13 was aware of this court date. Gary Engelkes paid Respondent \$1,000.00 up front and  
14 agreed to make additional payments. Respondent understood that Gary Engelkes was  
15 authorized to communicate on Hasty's behalf. After June 19, 2000, Respondent did not  
16 contact Gary Engelkes or Hasty.

17 25. On June 23, 2000, Respondent failed to appear at the scheduled pre-trial  
18 conference. As a result, Hasty had to be represented by a Public Defender. The court  
19 continued the pretrial to June 30, 2000, and gave notice to Respondent.

20 26. At no time did Respondent inform his client, Gary Engelkes or the court that  
21 he would not be appearing on June 23, 2000, nor did Respondent take any other steps to  
22 avoid reasonable foreseeable prejudice to his client. He simply failed to appear on June  
23 23, 2000.

24 27. On June 30, 2000, Respondent again failed to appear at a scheduled pre-trial  
25 conference. As a result, Hasty again was represented by Public Defender, the court  
26 continued the pretrial to July 28, 2000, and gave notice to Respondent.

27 28. At no time did Respondent inform his client or Gary Engelkes that he would  
28 not be appearing on June 30, 2000.

29 29. On July 28, 2000, September 8, 2000, September 27, 2000, and October 4,  
30 2000, Respondent failed to appear at scheduled pre-trial conferences. Hasty was  
31 represented by Public Defenders on each of these dates.

32 30. At no time did Respondent inform his client or Gary Engelkes that he would  
33 not be appearing on July 28, 2000, September 8, 2000, September 27, 2000 and October 4,  
34 2000. Respondent effectively withdrew from representation right after accepting  
35 employment on June 19, 2000, by abandoning the matter.

36 31. Between October 2000 and April 2001, both Hasty and Gary Engelkes sent  
37 approximately 15 letters and phone messages to Respondent requesting a refund of the  
38 \$1,000.00 paid to him. Respondent received the letters and phone messages but failed to

1 respond to either man in any way.

2 32. Respondent did not provide any services of value to Hasty. Respondent  
3 refunded the \$1,000.00 in May 2002.

4 Conclusion of Law no. 01-O-00862

5 – By failing to appear at any of the scheduled pretrial conferences, by failing to  
6 communicate at all with his client and by effectively abandoning his client, Respondent  
intentionally failed to perform legal services with competence, in violation of Rule of  
Professional Conduct 3-110(A).

7 – By not refunding any of the \$1,000.00 advance fees until May 2002,  
8 Respondent failed to promptly refund unearned fees, in willful violation of Rule of  
Professional Conduct 3-700(D)(2).

9 Investigation no. 03-O-03580 (Mercado matter)

10 33. In March 2002, Jaime Mercado's family hired Respondent to prepare an  
11 appeal of Mercado's criminal conviction. Mercado's family paid Respondent \$6,000.00  
in advance fees on his behalf. After March 2002, Respondent never again communicated  
12 with Mercado or his family.

13 34. From March 2002 through June 2003 Mercado made numerous telephone  
calls to Respondent's office to inquire about the status of his appeal, leaving messages  
14 requesting that Respondent return his calls. Respondent received Jaime's messages but  
failed to return any of his calls.

15 35. On June 22, 2003, Mercado wrote a letter to Respondent expressing his  
concerns with Respondent's lack of communication. He told Respondent that he had not  
16 seen any work from Respondent, and that he wanted a full disclosure from Respondent to  
find out what Respondent had done on his behalf by July 7, 2003. Respondent failed to  
17 respond to Mercado's letter or to otherwise communicate with him.

18 36. Mercado's time to appeal passed without an appeal being filed. To date,  
Respondent has done no work of value on Mercado's appeal. Respondent abandoned  
19 Mercado without informing his client that he was stopping work on his case, and without  
taking any steps to minimize prejudice to his client.

20 37. At no time has Respondent refunded any of the unearned \$6000.00, nor  
21 provided an accounting to his client.

22 Conclusion of Law no. 03-O-03580

23 – By not responding to numerous requests for information, by not doing any work  
of value for his client and essentially abandoning him, by not providing an accounting of  
24 work performed despite being asked, Respondent intentionally failed to provide legal  
services with competence, in violation of Rule of Professional Conduct 3-100(A).

25 – By not refunding any of the \$6000.00 to his client even though none of it was  
26 earned, Respondent failed to refund unearned fees, in willful violation of Rule of  
Professional Conduct 3-700(D)(2).

1 **Investigation no. 02-O-13705 (Mason)**

2 38. In July 1999, Katherine Mason, on behalf of James A. Mason, employed  
3 Respondent to represent James A. Mason in a federal criminal matter. At that time,  
4 Respondent was paid \$4,000.00 and agreed to travel to Tennessee to appear in court pro  
hac vice for Mason. Respondent was aware that a preliminary hearing had been set for  
July 29, 1999.

5 39. After June 1999, Respondent did not contact James A. Mason.

6 40. Respondent failed to appear at the July 29, 1999, preliminary hearing. As a  
7 result, the court continued Mason's matter to August 19, 1999. Respondent was made  
aware of the August 19, 1999, court date.

8 41. On August 19, 1999, Respondent again failed to appear at Mason's  
9 preliminary hearing. The court once again set the matter over to September 8, 1999, and  
10 provided notice to Respondent. This hearing was continued to September 22, 1999, at the  
defendant's request. When it continued the matter to September 22<sup>nd</sup> the court stated in its  
11 order that if Respondent was unable to attend the Mason would have to obtain new  
counsel.

12 42. Nevertheless, Respondent again failed to appear on September 22, 1999. As a  
result, the court appointed counsel for James A. Mason.

13 43. At no time did Respondent inform his client or Katherine Mason that he  
14 would not be appearing at any of the scheduled matters, nor did Respondent take any  
other steps to avoid reasonable foreseeable prejudice to his client.

15 44. Respondent effectively abandoned his client after June 1999.

16 45. Respondent performed no work of any value on Mason's behalf, and earned  
17 no fees. Mason is entitled to a full refund of advance fees paid.

18 **Conclusion of Law no. 02-O-13705**

19 - By failing to appear at several scheduled court dates, by not informing his client  
20 of his intent not to withdraw from representation, and by failing to keep abreast of any  
court dates for his client, Respondent intentionally failed to perform legal services with  
competence, in violation of Rule of Professional Conduct, rule 3-110(A).

21 - By not refunding any of the \$4,000.00 to either James A. Mason or Katherine  
22 Mason, Respondent failed to refund unearned fees, in willful violation of Rule of  
Professional Conduct, rule 3-700(D)(2).

23 **Investigation no. 03-O-00560 (Henderson matter)**

24 46. On November 22, 1999, Respondent agreed to represent Anthony J.  
25 Henderson in a civil suit against the San Bernardino Police Department. Respondent  
agreed to work on a contingency basis.

26 47. On April 27, 2000, Respondent filed a claim against the city of San  
27 Bernardino on behalf of Henderson. The claim listed Respondent as attorney of record.

1           48. On May 2, 2000, the City of San Bernardino advised Respondent in writing  
2 that the claim filed on April 27, 2000 had been rejected and that he had six months from  
3 the date of the notice to file a court action. Respondent received this rejection of the  
claim. However, Respondent failed to inform his client that the claim had been rejected,  
and failed to inform him about the time limitation in which to bring a legal action.

4           49. Respondent failed to file an action on behalf of Henderson within six months  
5 of April 27, 2000. As a result, Anthony J. Henderson was legally barred from bringing  
any suit against the City of San Bernardino.

6           50. After April 2000, Respondent failed to do any work on Henderson's civil case.  
7 At no time did Respondent give advance notice to his client that he would not continue  
8 with his legal matters, nor did Respondent take any other steps to avoid reasonable  
foreseeable prejudice to his client. He simply abandoned his client's case.

9           51. From November 2000 to July 2001, Anthony J. Henderson made numerous  
10 attempts to contact Respondent regarding the status of his civil suit. Each time,  
Henderson left messages for Respondent to contact him. Respondent received Anthony J.  
Henderson's messages but failed to return any of his calls.

11           52. On October 31, 2002, unaware that the claim had been rejected, Henderson  
12 wrote to the City of San Bernardino to provide additional information to his claim.

13           53. On November 7, 2002, the City of San Bernardino responded to Henderson's  
14 letter of October 31, 2002. Henderson learned for the first time that his claim had been  
rejected and that Respondent had failed to bring a legal action within the six month statute  
of limitations.

15           Conclusion of Law no. 03-O-00560

16           – By failing to do any additional work on Henderson's case after April 2000, by  
17 failing to communicate with his client, by effectively abandoning Henderson's legal  
18 matter by failing to preserve his claim with the limitations period, and by failing to take  
any steps to minimize foreseeable prejudice to his client, Respondent intentionally failed  
to perform legal services with competence, in willful violation of Rule of Professional  
Conduct 3-110(A).

19           – By not informing Henderson of the rejection of his claim and that he had only  
20 six months in which to bring a legal action against the City of San Bernardino,  
21 Respondent failed to keep a client reasonably informed of significant developments in a  
matter in which Respondent had agreed to provide legal services, in wilful violation of  
22 Business and Professions Code section 6068(m).

23           **Investigation no. 03-O-00300 (Tapete matter)**

24           54. In 1999, Jose Tapete hired Respondent to assist him in filing a habeas corpus  
25 petition pursuant to 28 USC §2255 (challenging the legality of the underlying conviction). This  
26 petition needed to be filed in Santa Ana, California. After agreeing to work with him,  
Respondent did not thereafter contact Jose Tapete.

27           55. Respondent filed a habeas petition pursuant to 28 USC §2241 (challenging  
28 conditions of confinement, not the underlying conviction) in Phoenix, Arizona. Not only

1 was this an incorrect type of petition, but it was filed in the wrong court. Thus, the  
2 petition filed was of no value to Tapete.

3 56. Respondent did not have his client's consent to file a different petition or to  
4 file in Phoenix. At no time did Respondent inform Tapete that he would be filing a  
5 different type of petition than the one the two discussed at their initial meeting.

6 57. Tapete was later informed by the federal court in Phoenix: "[T]his court does  
7 not have jurisdiction over this 2241, you must submit this to the Santa Ana court house  
8 where you were sentenced-charged and found guilty by a jury." This was the first time  
9 he heard of the incorrect filing.

10 58. As a result of Respondent's failure to file the documents in the proper  
11 jurisdiction, Tapete lost his only chance to file a §2255. At no time did Respondent take  
12 any action to cure the improper filing.

13 59. Subsequently Tapete made numerous attempts to contact Respondent about the  
14 status of his case. Respondent received the messages but failed to return any of his calls.

#### 15 Conclusion of Law no. 03-O-00300

16 – By filing an improper habeas corpus petition, by failing to file in the proper  
17 court, by not communicating with his client and by failing to take any action to cure his  
18 improper filing, Respondent intentionally failed to perform services with competence in  
19 violation of Rule of Professional Conduct, rule 3-110(A).

#### 20 Investigation no. 04-O-10013 (Mendoza matter)

21 60. On July 24, 2000, Francisca Mendoza on behalf of her husband, Ramon  
22 Mendoza, employed Respondent to prepare a writ of habeas corpus on behalf of Ramon.  
23 Respondent was aware that Ramon Mendoza's previous attorney had filed a petition for  
24 review in the California Supreme Court and was awaiting for the court's decision in the  
25 matter before he could proceed with the writ of habeas corpus. Respondent understood  
26 that Francisca was authorized to communicate on Ramon's behalf.

27 61. On September 26, 2001, the Supreme Court denied Ramon's petition for  
28 review.

62. On September 27, 2001, Ramon wrote a letter to Respondent expressing his  
concerns with Respondent's lack of communication. Ramon also inquired about the  
nature of the contract agreement entered with Leslie Mendoza. Respondent failed to  
respond to Ramon's letter or otherwise communicate with him, even though he received  
the letter.

63. On December 9, 2001, Ramon again wrote to Respondent expressing his  
concerns with Respondent's lack of communication and requesting a status report.  
Respondent failed to respond to Ramon's letter or otherwise communicate with him.

64. Unbeknownst to Ramon or Francisca, Respondent filed a Petition for Writ of  
Habeas Corpus in December 2002. The petition was subsequently denied in October  
2003, and Respondent filed a timely notice of appeal – the district court denied the  
certificate of appealability, and that denial is at time of writing pending before a motions  
panel of the Ninth Circuit Court of Appeals. However, none of these events were

1 communicated to Ramon or Francisca, and Respondent had not communicated with either  
2 of them after September 26, 2001.

3 Conclusion of Law no. 04-O-10013

4 - By not responding to reasonable requests for information about his case, and by  
5 not informing Ramon Mendoza of the filing of his petition for habeas corpus or of its  
6 denial, Respondent failed to keep a client reasonably informed of significant  
7 developments relating to legal representation, in wilful violation of Rule of Professional  
8 Conduct 3-500.

9 Investigation no. 00-O-13819 (Ibarra)

10 65. On July 7, 2000, Maria Ibarra on behalf of her son, Kevin Granados,  
11 employed  
12 Respondent to represent Granados in a criminal matter. Respondent agreed to charge  
13 \$4,000.00 to represent Granados through the preliminary hearing stage. Maria Ibarra paid  
14 Respondent \$1000.00 up front, and the parties agreed to monthly payments for the  
15 balance. Prior to retaining Respondent, a preliminary hearing had been set for July 10,  
16 2000, and Respondent was aware of this hearing date. After July 7, 2000, Respondent did  
17 not contact Kevin Granados or Maria Ibarra.

18 66. Respondent failed to appear on July 10, 2000, for the preliminary hearing. As  
19 a result, the court continued the preliminary hearing to July 31, 2000. Respondent had  
20 advance notice of this hearing date.

21 67. On July 31, 2000, Respondent failed to appear at the rescheduled preliminary  
22 hearing. As a result, Granados was represented by public defender, and agreed to a plea  
23 bargain. Thereafter, Respondent appeared in court 2 ½ hours late and when he spoke to  
24 Granados, Granados immediately terminated Respondent services.

25 68. At no time did Respondent inform his client that he would not be appearing  
26 for the July 10<sup>th</sup> or July 31<sup>st</sup> hearings.

27 69. Between July 2000 and August 2000, Maria Ibarra requested a refund of  
28 advance fees paid on numerous occasions. Respondent failed to return the fees and failed  
to return any of the calls.

70. Respondent provided no services of any value to Granados, and did not earn  
any of the advanced fees paid by Maria Ibarra. At no time did Respondent refund any of  
the \$1,000.00 paid by Maia Ibarra.

Conclusion of Law no. 00-O-13819

- By failing to timely appear at the July 10<sup>th</sup> and July 31<sup>st</sup> preliminary hearings and  
by failing to refund any of the \$1000.00 advance fees to Maria Ibarra, Respondent  
repeatedly failed to perform legal services with competence, in violation of Rule of  
Professional Conduct, rule 3-110(A).

Investigation no. 01-O-03663

71. On March 14, 2001, Rafael Perez hired Respondent to represent him in a  
personal injury matter. At the time, Rafael Perez was incarcerated. Subsequent to March

1 14, 2001, Respondent did not contact Rafael Perez.

2 72. On March 14, 2001, Respondent sent a letter to Rafael Perez enclosing two  
3 authorization forms for Rafael to sign in order for Respondent to continue with the case.  
4 Perez complied with Respondent's requests.

5 73. Between April and June 2001, Perez requested information from Respondent  
6 regarding status updates. Respondent failed to provide updates on the matter despite at  
7 least four letters and several phone messages requesting information.

8 74. In fact, however, after April 2001, Respondent stopped working on Perez's  
9 legal matter and in effect withdrew from representation. At no time did Respondent  
10 inform Perez that he was going to stop working on his legal matter, nor did Respondent  
11 take any steps to avoid reasonably foreseeable prejudice to Perez.

12 75. In June 2001, Perez on two occasions requested return of his complete file  
13 from Respondent. Respondent's office refused to send him his file.

14  
15 Conclusion of Law no. 01-O-03663

16 – By not informing Rafael Perez of his intent not to continue with the personal  
17 injury case and by simply abandoning the matter without taking any steps to minimize  
18 foreseeable prejudice to this client, Respondent failed, upon termination of employment,  
19 to take reasonable steps to avoid reasonably foreseeable prejudice to his client, in wilful  
20 violation of Rule of Professional Conduct 3-700(A)(2).

21 – By failing to return his client file to him upon termination of employment and  
22 request for the file, Respondent wilfully failed to release promptly, upon termination of  
23 employment, to the client, at the request of the client, all the client papers and property, in  
24 wilful violation of Rules of Professional Conduct, rule 3-700(D)(1).

25 Case no. 01-O-1589 (Baker)

26 76. In November 2000, Isaiah Baker was in jail facing criminal charges. He saw  
27 an advertisement in American Justice magazine for Professional Accounts Service  
28 Corporation (PAS). Baker contacted PAS and was told that Respondent would handle his  
criminal defense.

77. On November 2000, Baker through his mother Sarah Baker paid Respondent  
\$1275.00 and signed a promissory note for the remaining \$1225.00. Sarah signed a  
retainer agreement listing Respondent as Baker's attorney.

78. The retainer agreement states that Respondent would do preliminary work  
related to research and plea negotiation. Baker believed that Respondent would also be  
appearing at his court hearings and was upset when Respondent was not at any of the three  
court appearances in November and December 2000. Respondent relied on another  
attorney to work on the Baker case, even though Respondent remained primarily  
responsible for the representation.  
On December 19, 2000, the court appointed a public defender to represent Baker.

79. In June and August 2001 Baker wrote to Respondent and asked for a refund of  
the \$1275.00 paid in advance, as well as an accounting of any work performed. Although

1 Respondent received these letters he has not refunded any money to Baker, nor provided  
2 an accounting.

3 Conclusion of Law – case no. 01-O-1589

4 – By failing to provide an accounting of any work which may have been  
5 performed on Baker’s case despite being asked, Respondent recklessly failed to provide  
6 legal services with competence, in violation of Rules of Professional Conduct, rule 3-  
7 110(A).

8 **Investigation no. 04-O-13232 (Castillo)**

9 80. In October 2001 JoeGene Castillo, on behalf of his son Ruben Castillo, hired  
10 Respondent to prepare and file a writ of habeas corpus for Ruben, who was in prison on a  
11 felony conviction. JoeGene Castillo paid Respondent \$8000.00 for the work.

12 81. Subsequent to hiring Respondent, Ruben’s case was abandoned by  
13 Respondent. At no time did Respondent prepare or file a writ of habeas corpus, or do any  
14 work of value to Ruben. Respondent never responded to numerous telephone messages  
15 and letters from both JoeGene and Ruben.

16 82. Respondent has at no time refunded any of the \$8000.00 advance fees paid by  
17 JoeGene Castillo.

18 Conclusion of Law – case no. 04-O-13232

19 By abandoning Ruben Castillo’s case without doing any work of value on the case,  
20 by ceasing employment without notifying his client or taking any steps to minimize  
21 prejudice to his client, and by not refunding any of the \$8000.00 owed to JoeGene  
22 Castillo, Respondent wilfully failed to perform legal services with competence, in  
23 violation of Rules of Professional Conduct, rule 3-110(A).

24 **II. RULE 133 NOTICE OF PENDING PROCEEDINGS**

25 Respondent was notified in writing of any pending investigations not included in  
26 this stipulation, pursuant to Rule 133(12), on February 18, 2005.

27 **III. PARTIAL WAIVER OF CONFIDENTIALITY AND RESTITUTION  
28 CONDITIONS**

Waivers re Confidentiality and Restitution Efforts

The parties agree that it is appropriate, given the intent of the Pilot Program, that  
restitution be paid as soon as practicable. Respondent understands and agrees that the  
State Bar Client Security Fund (“CSF”) can, in some cases, pay restitution in these  
matters, with the Respondent then responsible for reimbursing CSF for any such amounts  
it has paid. Respondent acknowledges that to the extent CSF has paid only principal  
amounts he will still be liable for interest payments to the claimants where appropriate. In  
order that CSF can pay the claimants at an early date, however, it is necessary that  
Respondent partially waive confidentiality to effectuate those purposes. By entering into  
this stipulation Respondent makes the following express waivers, pursuant to Rule of  
Procedure 805.

1           ● Respondent expressly waives any objection to immediate payment by the State  
2 Bar's Client Security Fund upon a claim(s) for the principal amounts of restitution as set  
forth in the Stipulation re: Facts and Conclusions of Law.

3           ● Respondent waives any objections related to the State Bar's (including OCTC,  
4 Client Security Fund or State Bar Court) notification to former clients and/or victims of  
5 misconduct regarding the amounts due to them under the restitution schedule herein  
6 (whether principal or interest), or regarding assistance in obtaining restitution or payment  
7 from the Client Security Fund or from Respondent, at any time after Respondent's  
admission to the Pilot Program. Respondent expressly waives confidentiality for purposes  
of effectuating this section re: restitution, has reviewed Rule of Procedure, rule 805 and  
has had opportunity to consult with counsel prior to this waiver(s).

8           ● Respondent waives any objection to the State Bar's (including OCTC, Client  
9 Security Fund or State Bar Court) notification to former clients and/or victims of  
10 misconduct explained herein regarding fee arbitration or assistance with fee arbitration  
should any former client wish to pursue it. Respondent expressly waives any defenses  
and/or objections in such fee arbitration proceeding based on the running of any statute of  
limitations.

#### 11           Restitution Schedule

12           As a condition of his Pilot Program compliance in this matter, Respondent shall  
13 pay the following restitution to the following persons (and/or the Client Security Fund, if  
14 appropriate) in the following amounts plus 10 percent interest per annum accruing from  
the dates indicated. To the extent Respondent has paid any restitution prior to the  
effective date of the order arising from this stipulation he shall be given credit for such  
payments provided satisfactory proof is shown to the Probation Unit of the State Bar:

15           1. Case no. 01-O-2732 – Respondent agrees to write to Thomas Claire within  
16 thirty (30) days from the date he signs this stipulation, and therein to offer to  
17 initiate and participate in fee arbitration regarding any outstanding fee dispute with  
him upon his request. Respondent shall retain a copy of such letter for the entire  
18 period of his pilot program contract and shall present it to State Bar Court, State  
Bar Probation, or the Office of Chief Trial Counsel upon request. Respondent  
19 further agrees to initiate and to participate in fee arbitration upon the  
complainant's request and to abide by the decision of the fee arbitrator.  
20 Respondent understands that his failure to write, or to retain a copy of, said letter,  
or to initiate or participate in fee arbitration upon complainant's request, or to  
21 abide by the decision of the fee arbitrator, may result in violation of his Pilot  
Program agreement.

22           2. Case no. 02-O-11464 - to Juana Martinez Ramos: \$2,500.00 plus interest from  
23 August 1, 2001.

24           3. Case no. 02-O-12937 - to John Cheney: \$4,217.00 plus interest from June 1,  
2001.

25           4. Case no. 03-O-03580 - to Jaime Mercado: \$6,000.00 plus interest from June 22,  
26 2003.

27           5. Case no. 02-O-13705 - to James Mason or Katherine Mason: \$4,000.00 plus  
28 interest from September 22, 1999.

1 6. Case no. 04-O-10013 - Respondent agrees to write to Francisca Mendoza within  
2 thirty (30) days from the date he signs this stipulation, and therein to offer to  
3 initiate and participate in fee arbitration regarding any outstanding fee dispute with  
4 him upon his request. Respondent shall retain a copy of such letter for the entire  
5 period of his pilot program contract and shall present it to State Bar Court, State  
6 Bar Probation, or the Office of Chief Trial Counsel upon request. Respondent  
7 further agrees to initiate and to participate in fee arbitration upon the  
8 complainant's request and to abide by the decision of the fee arbitrator.  
9 Respondent understands that his failure to write, or to retain a copy of, said letter,  
10 or to initiate or participate in fee arbitration upon complainant's request, or to  
11 abide by the decision of the fee arbitrator, may result in violation of his Pilot  
12 Program agreement.

13 7. Case no. 00-O-13819 - to Maria Ibarra: \$1,000.00 plus interest from June 7,  
14 2001.

15 8. Case no. 01-O-1589 - Respondent agrees to write to Sarah Baker within thirty  
16 (30) days from the date he signs this stipulation, and therein to offer to initiate and  
17 participate in fee arbitration regarding any outstanding fee dispute with him upon  
18 his request. Respondent shall retain a copy of such letter for the entire period of  
19 his pilot program contract and shall present it to State Bar Court, State Bar  
20 Probation, or the Office of Chief Trial Counsel upon request. Respondent further  
21 agrees to initiate and to participate in fee arbitration upon the complainant's  
22 request and to abide by the decision of the fee arbitrator. Respondent understands  
23 that his failure to write, or to retain a copy of, said letter, or to initiate or  
24 participate in fee arbitration upon complainant's request, or to abide by the  
25 decision of the fee arbitrator, may result in violation of his Pilot Program  
26 agreement.

27 9. Case no. 04-O-13232 - to JoeGene Castillo, \$8000.00 plus interest from  
28 January 1, 2002.

//// end of attachment ///

**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 June 28, 2005, I deposited a true copy of the following document(s):

**DECISION RE ALTERNATIVE RECOMMENDATIONS FOR DEGREE OF DISCIPLINE**

**STIPULATION RE FACTS AND CONCLUSIONS OF LAW**

**PARTIES' ADDENDUM TO STIPULATION RE: FACTS AND CONCLUSIONS OF LAW**

**CONTRACT AND WAIVER FOR PARTICIPATION IN THE STATE BAR COURT'S PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES**

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

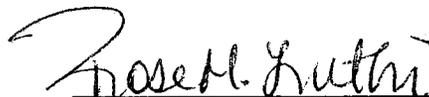
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**ARTHUR MARGOLIS, ESQ.  
MARGOLIS & MARGOLIS  
2000 RIVERSIDE DRIVE  
LOS ANGELES CA 90039-3758**

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

**BROOKE SCHAFER, ESQ., Enforcement, Los Angeles**

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **June 28, 2005**.



\_\_\_\_\_  
**Rose M. Luthi**  
Case Administrator  
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 May 26, 2010, I deposited a true copy of the following document(s):

DECISION AND ORDER SEALING CERTAIN DOCUMENTS

STIPULATION RE FACTS AND CONCLUSIONS OF LAW

PARTIES' ADDENDUM TO 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:

ARTHUR LEWIS MARGOLIS  
MARGOLIS & MARGOLIS LLP  
2000 RIVERSIDE DR  
LOS ANGELES, CA 90039

- by certified mail, No. , with return receipt requested, through the United States Postal Service at , California, addressed as follows:

- by overnight mail at , California, addressed as follows:

- by fax transmission, at fax number . No error was reported by the fax machine that I used.

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

Charles A. Murray, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on May 26, 2010.

  
\_\_\_\_\_  
Cristina Potter  
Case Administrator  
State Bar Court