

<p>Counsel for the State Bar The State Bar of California Office of the Chief Trial Counsel Enforcement Anthony J. Garcia, No. 171419 1149 South Hill Street, 10th Flr. Los Angeles, California 90015-2299 Telephone: (213) 765-1000</p>	<p>Case number(s) 01-0-02322; 01-0-02386; 02-0-14375</p> <p>kwiktag® 035 115 393 </p>	<p>(for Court's use)</p> <p>FILED DEC 11 2003 <i>YK</i> STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p> <p>PUBLIC MATTER</p>
<p>Counsel for Respondent Lawrence R. Frank, (In Pro Per) 555 Pier Avenue, #4 Hermosa Beach, CA 90254</p>		
<p>In the Matter of Lawrence R. Frank</p> <p>Bar # No. 147857 A Member of the State Bar of California (Respondent)</p>	<p>Submitted to <input checked="" type="checkbox"/> assigned judge <input type="checkbox"/> settlement judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p> <p>ACTUAL SUSPENSION</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted September 7, 1990
 (date)
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (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." The stipulation and order consist of 13 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. (Check one option only):
 - until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 284, Rules of Procedure.
 - costs to be paid in equal amounts prior to February 1 for the following membership years:
2004, 2005, 2006
 (hardship, special circumstances or other good cause per rule 284, Rules of Procedure)
 - costs waived in part as set forth under "Partial Waiver of Costs"
 - costs entirely waived

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 of this stipulation under specific headings, i.e. "Facts," "Dismissals," "Conclusions of Law."

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

(1) Prior record of discipline [see standard 1.2(f)]

(a) State Bar Court case # of prior case _____

(b) date prior discipline effective _____

(c) Rules of Professional Conduct/ State Bar Act violations: _____

(d) degree of prior discipline _____

(e) If Respondent has two or more incidents of prior discipline, use space provided below 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 victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.

(7) Multiple/Pattern of Misconduct: Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct.

(8) No aggravating circumstances are involved.

Additional aggravating circumstances:

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

- (1) No Prior Discipline: Respondent has no prior record of discipline over many years of practice, ~~coupled with present misconduct which is not deemed serious.~~
- (2) No Harm: Respondent did not harm the client or person who was the object of the misconduct.
- (3) Candor/Cooperation: Respondent displayed spontaneous candor and cooperation 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 or force of disciplinary, civil or criminal proceedings.
- (6) Delay: These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) Good Faith: Respondent acted in good faith.
- (8) Emotional/Physical Difficulties: At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) Severe Financial Stress: At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) Family Problems: At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (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:

D. Discipline

1. Stayed Suspension.

A. Respondent shall be suspended from the practice of law for a period of 3 years

- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct
- ii. and until Respondent pays restitution to _____ [payee(s)] (or the Client Security Fund, if appropriate), in the amount of _____, plus 10% per annum accruing from _____, and provides proof thereof to the Probation Unit, Office of the Chief Trial Counsel
- iii. and until Respondent does the following: _____

B. The above-referenced suspension shall be stayed.

2. Probation.

Respondent shall be placed on probation for a period of 5 years, which shall commence upon the effective date of the Supreme Court order herein. (See rule 953, California Rules of Court.)

3. Actual Suspension.

A. Respondent shall be actually suspended from the practice of law in the State of California for a period of eighteen (18) months

- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct
- ii. and until Respondent pays restitution to _____ [payee(s)] (or the Client Security Fund, if appropriate), in the amount of _____, plus 10% per annum accruing from _____, and provides proof thereof to the Probation Unit, Office of the Chief Trial Counsel
- iii. and until Respondent does the following: _____

E. Additional Conditions of Probation:

- (1) If Respondent is actually suspended for two years or more, he/she shall remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- (2) During the probation period, Respondent shall comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3) Within ten (10) days of any change, Respondent shall report to the Membership Records Office of the State Bar and to the Probation Unit, all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4) Respondent shall submit written quarterly reports to the Probation Unit on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, respondent shall state whether respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all

conditions of probation during the preceding calendar quarter. The first report would cover less than 30 days, that report shall be submitted on the next quarter date, and cover the extended period.

In addition to all quarterly reports, a final report, containing the same information, is due no earlier than twenty (20) days before the last day of the period of probation and no later than the last day of probation.

- (5) Respondent shall be assigned a probation monitor. Respondent shall promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, respondent shall furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Probation Unit. Respondent shall cooperate fully with the probation monitor.
- (6) Subject to assertion of applicable privileges, Respondent shall answer fully, promptly and truthfully any inquiries of the Probation Unit of the Office of the Chief Trial Counsel and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (7) Within one (1) year of the effective date of the discipline herein, respondent shall provide to the Probation Unit satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.
 - No Ethics School recommended.
- (8) Respondent shall comply with all conditions of probation imposed in the underlying criminal matter and shall so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Probation Unit.
- (9) The following conditions are attached hereto and incorporated:
 - Substance Abuse Conditions
 - Medical Conditions
 - Law Office Management Conditions
 - Financial Conditions
- (10) Other conditions negotiated by the parties: Respondent shall pay restitution as described on pages ___ and ___
- Multistate Professional Responsibility Examination: Respondent shall provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Probation Unit of the Office of the Chief Trial Counsel during the period of actual suspension or within one year, whichever period is longer. Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 951(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.
 - No MPRE recommended.
- Rule 955, California Rules of Court: Respondent shall comply with the provisions of subdivisions (a) and (c) of rule 955, California Rules of Court, within 30 and 40 days, respectively, from the effective date of the Supreme Court order herein.
- Conditional Rule 955, California Rules of Court: If Respondent remains actually suspended for 90 days or more, he/she shall comply with the provisions of subdivisions (a) and (c) of rule 955, California Rules of Court, within 120 and 130 days, respectively, from the effective date of the Supreme Court order herein.
- Credit for Interim Suspension [conviction referral cases only]: Respondent shall be credited for the period of his/her interim suspension toward the stipulated period of actual suspension.

ATTACHMENT TO STIPULATION
RE: FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: LAWRENCE R. FRANK
CASE NUMBERS: 01-O-2322, 01-O-2386, 02-O-14375

A. FACTS AND CONCLUSIONS OF LAW

Respondent admits that the following facts are true and that he is culpable of violations of the specified statutes and Rules of Professional conduct.

Background Facts

In about June 2000, Respondent and William Thomas (Thomas) opened a law office for the practice of personal injury law. Respondent had little or no prior experience in the personal injury field. The law office was located at 3435 Wilshire Boulevard, Suite 2741, Los Angeles, California, 90010. Their law office was named "The Law Offices of Lawrence R. Frank."

The client trust account for the Law Offices of Lawrence R. Frank was only in Respondent's name and was maintained at Community Bank, account no. 14126942 (CTA). Thomas maintained control of the CTA and the office's general checking account, under Respondent's periodic supervision.

Respondent and Thomas agreed that Thomas would handle all of the cases that came into the law office up to and including the time that the cases were settled. Respondent would take over a case if Thomas was unable to settle it and a lawsuit was filed in the case. Respondent and Thomas agreed that Thomas would pay Respondent \$1,000 per month. During the entire period that the Law Office of Lawrence Frank was in operation, no lawsuits were filed on behalf of its clients.

On July 25, 2000, Thomas resigned from the State Bar of California. Thomas did not tell Respondent that he had resigned from the State Bar. But, Respondent knew that Thomas had some trouble with the State Bar and that Thomas' trouble involved client money.

In about August 2000, Respondent gave Thomas Respondent's signature stamp, enabling Thomas to sign documents bearing Respondent's signature. Respondent knew that Thomas intended to use the stamp to represent the clients of the Law Office of Lawrence Frank. Thomas represented clients of the Law Office of Lawrence Frank using Respondent's name. Two of the cases that Thomas settled using Respondent's name were the Maeda and the Merino cases.

The Maeda Case, 01-O-2322

On about September 27, 2000, Thomas negotiated the settlement of Elsie Maeda's (Maeda) case for \$19,500.00. All of Thomas' correspondence on Maeda's behalf, after July 2000, was on

Respondent's letterhead and bore Respondent's stamped signature.

Maeda had received medical treatment and Thomas, using Respondent's signature stamp, had signed a lien in favor of Maeda's treatment provider. In about October 2000, Thomas operating as the Law Office of Lawrence Frank, returned a claim release form to York, the defendant in the Maeda matter, that bore Maeda's purported signature.

Respondent did not inform Maeda that settlement was reached and that her signature was placed on the claim release form that was returned to York. On about October 10, 2000, Clarendon National Insurance Company mailed a settlement draft in Maeda's case to the Law office of Lawrence Frank. The settlement draft was payable to Respondent and Maeda in the sum of \$19,500, and specifically identified Respondent as Maeda's attorney.

On about October 10, 2000, Respondent and Thomas met at Community Bank to negotiate Maeda's settlement draft. On about October 10, 2000, Respondent endorsed the \$19,500 Clarendon settlement draft and Thomas placed Maeda's signature on the settlement draft. That same day, Respondent deposited the settlement draft into his CTA.

Assuming that Respondent was entitled to one-third (33 $\frac{1}{3}$ %) of Maeda's settlement funds, Respondent was required to maintain \$12,987 of Maeda's funds in his CTA.

On October 10, 2000, after depositing Maeda's \$19,500 into Respondent's CTA, the balance in the CTA was \$19,625. On October 10, 2000, Respondent and Thomas withdrew \$10,000.00 from Respondent's CTA and transferred it to the law office's general account.

Thomas owed Respondent money from prior, unpaid, monthly payments and paid Respondent \$1,000 from the funds that were deposited in the law office's general account.

Between October 16, 2000, and October 23, 2000, the remainder of Maeda's settlement funds were withdrawn by Thomas from Respondent's CTA.

All of Maeda's settlement funds were withdrawn from Respondent's CTA before any money was distributed to Maeda or before any portion of the \$3,557.43 medical lien in Maeda's case was paid. To date, Maeda has received no money from her settlement. To date, Maeda's medical lienholder has received no money from Maeda's settlement.

Legal Conclusions

By continuing to operate the law practice with Thomas after Thomas was no longer entitled to practice law in the State of California, Respondent formed a partnership with a person who is not a lawyer where at least one of the activities of that partnership consisted of the practice of law in wilful violation

of Rules of Professional Conduct, rule 1-310.

By allowing Thomas to represent Maeda through the use of Respondent's letterhead and signature stamp, Respondent lent his name to be used as attorney by a person who was not an attorney in wilful violation of Business and Professions Code, section 6105.

By giving Thomas his signature stamp and allowing Thomas to continue to represent Maeda by using the signature stamp, Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A).

By not maintaining \$12,987 of Maeda's settlement funds in his CTA until Maeda and Fox received their share of the funds, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rules of Professional Conduct, rule 4-100(A).

By not telling Maeda that he had received settlement funds in her name, Respondent failed to notify a client promptly of the receipt of the client's funds, securities, or other properties, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(1).

By misappropriating \$12,987 of Maeda's settlement funds, or by allowing her funds to be misappropriated, Respondent committed an act or acts involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

The Joe and Emma Merino Case, 01-O-2386

On August 25, 2000, and December 26, 2000, Thomas settled the personal injury cases of Emma and Joe Merino (the Merinos). Thomas settled the Merinos cases with the defendant's insurer, Interstate Insurance Company (Interstate) utilizing correspondence on Respondent's letterhead and bearing Respondent's stamped signature.

The Merinos were never notified of the proposed settlements and did give their informed consent to the settlement before their cases settled. On January 18, 2001, the Law Office of Lawrence Frank received two settlement drafts from Interstate:

\$8,000.00 for Emma Merino; and \$7,500.00 for Joe Merino.

The settlement drafts in the Merino case were made out to Respondent and the Merinos. The settlement drafts were endorsed and deposited drafts into Respondent's CTA. Respondent failed to notify the Merinos that he received funds on their behalf and that he deposited those funds in his CTA.

Assuming that Respondent was entitled to one-third (33 $\frac{1}{3}$ %) of the Merinos' \$15,500 settlement funds, Respondent was required to maintain \$10,332 of the Merinos' settlement funds in his CTA. On about February 15, 2001, the balance in Respondent's CTA was \$148.35 As of February 15, 2001,

\$10,184 of the Merinos's money was misappropriated.

Legal Conclusions

By allowing Thomas to represent the Merinos through the use of Respondent's letterhead and signature stamp, Respondent lent his name to be used as attorney by a person who was not an attorney in wilful violation of Business and Professions Code, section 6105.

By giving Thomas his signature stamp and allowing Thomas to continue to represent the Merinos by using the signature stamp, Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A).

By not maintaining the Merino's settlement funds in his CTA, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rules of Professional Conduct, rule 4-100(A).

By misappropriating \$10,184 of the Merinos' settlement funds, or allowing those funds to be misappropriated, Respondent committed an act or acts involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

The Ricardo Rodriguez case, 02-O-14375

On about August 12, 2000, Ricardo Rodriguez (Rodriguez) hired The Law Office of Lawrence Frank to represent him in a personal injury case. On November 22, 2000, State Farm Insurance Company (State Farm) settled Rodriguez' property damage claim for \$1,830.15. State Farm paid the property damage claim by mailing a settlement draft to Respondent's Wilshire Boulevard office. The check for Rodriguez' property damage was cashed at Slims Cash Express on November 27, 2000. Connie Lee, Respondent's employee cashed Rodriguez' property damage check and kept all of the money.

On about December 20, 2000, State Farm settled Rodriguez' personal injury claim for \$7,000. State Farm mailed a settlement draft in the amount of \$7,000 to Respondent. The settlement draft was made out to Respondent and Rodriguez. Respondent did not notify the Rodriguez that his case settled and did not obtain his informed consent to the settlement before his case settled. On December 20, 2000, Respondent signature was stamped on the back of the settlement draft, and Rodriguez' signature was placed on the back of the settlement draft. The settlement draft was deposited into Respondent's CTA. Respondent never informed Rodriguez that he received settlement funds on Rodriguez' behalf.

On December 20, 2000, \$6,500 was withdrawn from Respondent's CTA and deposited into his general account. On January 5, 2001, the balance in Respondent CTA was \$8.88. Rodriguez never received any of his settlement funds.

On March 2, 2001, Respondent sent a letter to Rodriguez stating that Respondent had learned that one

of Respondent's office staff had taken Rodriguez' settlement funds without Respondent's knowledge or permission. On March 2, 2001, Respondent reviewed Rodriguez file and determined that Rodriguez was owed \$3,963.48. Respondent contacted Rodriguez and told him that Respondent owed Rodriguez \$3,963.48 as Rodriguez share of the settlement proceeds. Respondent mailed a \$300 check to Rodriguez as partial payment of the money that he owed to Rodriguez. On August 22, 2001, Respondent mailed a \$1,000 check to Rodriguez. Respondent never paid any more money to Rodriguez.

Respondent still owes \$2,663.48 to Rodriguez.

Legal Conclusions

By not maintaining Rodriguez' settlement funds in his CTA, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rules of Professional Conduct, rule 4-100(A).

By misappropriating \$5,819.12 of Rodriguez' settlement funds, or allowing those funds to be misappropriated, Respondent committed an act or acts involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

B. RESTITUTION

Respondent agrees to pay restitution in the following amounts to his former clients and their lienholders, or to the Client security fund, if appropriate. Respondent also agrees to pay statutory interest (10% per annum), accruing from the date shown for each client and ending when the principal amount is paid. The parties do not intend that Respondent pay interest on the accrued interest. Respondent agrees to provide proof of his restitution payments to the Probation Unit of the State Bar.

Elsie Maeda:

Amount due to Dr. Fox:: \$ 3,557.43 (medical lienholder)
Amount due to Elsi Maeda: \$ 9,312.57
Interest on these amounts begins accruing on October 10, 2000.

Joe Merino:

Amount due to Dr. Kim: \$ 2,950 (medical lienholder)
Amount due to Joe Merino: \$ 2,000
Interest on these amounts begins accruing on January 18, 2001.

Emma Merino:

Amount due to Dr. Kim: \$ 3,225 (medical lienholder)
Amount due to Emma Merino: \$ 2,000

Interest on these amounts begins accruing on January 18, 2001.

Ricardo Rodriguez: Total Owed: \$2,663.48.

C. REPAYMENT SCHEDULE

Respondent agrees to the following repayment schedule:

The parties agree that Respondent may make advance payments on his monthly restitution obligation at any time and that Respondent's advance payments will postpone the due date of his next payment until the amount of the advance fee has been exhausted by the application of a portion of the advance fee to each passing due date. (e.g. if Respondent pays \$1,800 on Month 1 of his restitution obligation, he will not be required to make another payment until month 13.)

Time Period	Monthly amount due	Total due for period
Year 1	\$150.00	\$1,800.00
1 st 6 months of Year 2	\$150.00	\$900.00
2 nd 6 months of year 2	\$300.00	\$1,800.00
1 st 6 months of Year 3	\$300.00	\$1,800.00
2 nd 6 months of year 3	\$400.00	\$2,400.00
1 st 6 months of Year 4	\$400.00	\$2,400.00
2 nd 6 months of year 4	\$500.00	\$3,000.00
Year 5	\$500.00	\$6,000.00
Balloon payment due at end of year 5	\$5,608.48 plus all accrued interest	\$5,608.48
Total Paid (excluding interest that must be paid)		\$25,708.48

D. PENDING PROCEEDINGS

The disclosure date referred to on page one, paragraph A.(6), was December 5, 2003.

E. DISMISSALS

The State Bar moves the court to dismiss the following in the interest of justice:

1. Case no. 01-O-2322, Counts Four (4), Seven (7), Nine (9), and Ten (10).

2. Case no. 01-O-2386, Counts One (1), Four (4), Five (5), Six (6), and Seven (7).
3. Case no. 02-O-14375, Counts One (1), and Two (2).

F. SUPPORTING AUTHORITIES.

Standard 2.3

Standard 2.3, which states that culpability of a member of an act of moral turpitude, fraud or intentional dishonesty shall result in actual suspension or disbarment depending on the extent of harm, the magnitude of the misconduct, and the degree to which it relates to the practice of law.

Standard 2.6

Standard 2.6 which states that a member's culpability of violating Business and Professions Code, sections 6067 through 6068 and/or sections 6103 through 6105 shall result in disbarment or suspension depending on the gravity of the offense or harm to the victim with due regard to the purposes of imposing discipline set forth in standard 1.3.

In re Arnoff (1971) 22 Cal.3d 740

In Arnoff, the Respondent was actually suspended for two years. Arnoff was found culpable of conspiracy to commit capping, fee sharing with a non-attorney, and abdication of control of his practice to the non-attorney. The respondent in Arnoff received approximately 500 cases over a two-year period. In Arnoff there was also substantial mitigation. Arnoff had no prior record in more than 20 years, suffered from family and health problems at the time of his misconduct, sought professional help with his problems, was cooperative and remorseful, and established good character

In the Matter of Scapa & Brown, (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 635

The discipline imposed in Scapa was thirty months' stayed suspension, four years' probation, and eighteen months' actual suspension. In Scapa the two respondents hired non-attorney cappers to solicit clients, divided legal fees with those cappers, and attempted to enforce an unconscionable provision in their contingent fee agreements requiring the clients to pay a minimum fee if they discharged the respondents. The solicitation occurred over a period of six months. There was substantial mitigation in Scapa.

12/08/03
Date

Lawrence R. Frank
Respondent's signature

Lawrence R. Frank
print name

Date

Respondent's Counsel's signature

print name

12/8/03
Date

Anthony J. Garcia
Deputy Trial Counsel's signature

Anthony J. Garcia
print name

ORDER

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

- The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 135(b), Rules of Procedure.) The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 953(a), California Rules of Court.)

12-8-03
Date

[Signature]
Judge of the State Bar Court

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

I am a Case Administrator of the State Bar Court. 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 December 11, 2003, I deposited a true copy of the following document(s):

**STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION
AND ORDER APPROVING ACTUAL SUSPENSION, filed December 11, 2003**

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:

**LAWRENCE R. FRANK
555 PIER AVE #4
HERMOSA BEACH CA 90254**

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

ANTHONY GARCIA, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **December 11, 2003**.



Tammy R. Cleaver
Case Administrator
State Bar Court