


ORIGINAL

Counsel for the State Bar Office of the Chief Trial Counsel Enforcement John T. Kelley SBN 193646 1149 S. Hill St Los Angeles, CA 90015 213/765-1000	Case number(s) 01-0-02728; 01-0-02978; 01-0-02997; 01-0-03054; 01-0-03285; 01-0-03294; 01-0-03633; 02-0-10997	(for Court's use) FILED JUL 30 2003 STATE BAR COURT CLERKS OFFICE LOS ANGELES
Counsel for Respondent R. Gerald Markle Pansky & Markle 1114 Fremont Ave. South Pasadena, CA 91030 213/626-7300	PUBLIC MATTER kwiktag® 031 974 540 	
In the Matter of Alan Mehrez Bar # 143547 A Member of the State Bar of California (Respondent)	Submitted to <input type="checkbox"/> assigned judge <input checked="" type="checkbox"/> settlement judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted December 11, 1989
(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 24 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:
2003-5
(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."

8. Aggravating Circumstances (for definition, see Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b).) Facts supporting aggravating circumstances are re

(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:
See Attachment

D. Discipline

Stayed Suspension.

- A. Respondent shall be suspended from the practice of law for a period of _____
- ☐ 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 three 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 one year
- ☒ 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
See Attachment
 - ☐ 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. If the first report would cover less than 30 days, that report shall be submitted on the next quarter 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:
- | | |
|---|---|
| <input type="checkbox"/> Substance Abuse Conditions | <input type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input type="checkbox"/> Financial Conditions |
- (10) ☒ Other conditions negotiated by the parties:
- ☒ 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) & (b), 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: ALAN MEHREZ, SBN 143547

CASE NUMBER(S): 01-O-02728; 01-O-02978; 01-O-02997; 01-O-03054; 01-O-03285; 01-O-03294; 01-O-03633; 02-O-10997

FACTS AND CONCLUSIONS OF LAW

Respondent, Alan Mehrez, admits that the following facts are true and that he is culpable of violations of the specified statutes and/or Rules of Professional Conduct:

ALL COUNTS

1. Respondent was admitted to the practice of law in the State of California on December 11, 1989, was a member at all times pertinent to the facts described below, and is currently a member of the State Bar of California.

COUNT ONE

Case No. 01-O-02728

Business and Professions Code, section 6068(m)

[Failure to Respond to Client Inquiries]

2. On or about April 6, 2001, Jason J. Jelinek retained Respondent to represent him in a paternity matter.

3. Jelinek paid Respondent \$2000 in advance fees and costs.

4. On or after June 5, 2001, Respondent sent Jelinek a Statement for Legal Services ("the Statement") for work allegedly performed on Jelinek's matter.

5. According to the Statement the last date Respondent claimed that he had performed any legal services on Jelinek's case was on May 2, 2001.

6. Respondent charged Jelinek \$429.15 for the services listed in the Statement leaving a \$1570.85 credit balance.

7. According to the Statement Respondent charged Jelinek \$67.00 for obtaining copies of court documents on April 17, 2001.

8. In actuality, Respondent obtained no documents from the court on Jelinek's behalf and did not incur \$67 in costs.

9. According to the Statement Respondent charged Jelinek \$137.50 for a thirty minute conversation which purportedly occurred on May 2, 2001, with the District Attorney's office regarding the case.

10. In actuality, neither Respondent nor anyone on Respondent's behalf engaged in a telephone conversation with a deputy district attorney about Jelinek's matter.

11. According to the Statement Respondent completed no additional work on Jelinek's behalf after May 2, 2001.

12. At no other time after June 5, 2001, did Respondent provide Jelinek any additional billing statements for services performed on Jelinek's behalf.

13. Between April 2001 and the end of May 2001, Jelinek called Respondent on at least five occasions.

14. On these occasions Jelinek either left messages on Respondent's answering machine requesting information regarding his case or was informed by Respondent's office personnel that Respondent was unavailable to discuss his matter but that he would receive a return call.

15. Respondent failed to return any of Jelinek's calls regarding his case.

LEGAL CONCLUSION

16. By not responding to any of Jelinek's telephone calls requesting information, Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services in wilful violation of Business and Professions Code, section 6068(m).

COUNT TWO

Case No. 01-O-02728

Rules of Professional Conduct, rule 3-700(D)(2)

[Failure to Refund Unearned Fees]

17. The allegations of paragraphs 2 through 15 are incorporated herein by reference.

18. In or about June 2001 Jelinek received a letter from R. Eric Siegfried informing Jelinek that Respondent was incapacitated due to physical and mental illness preventing his return to the practice of law.

19. Respondent had not earned all of the \$2000 advance Jelinek had paid him.

20. When Jelinek went to Respondent's office to pick up his file he requested a refund of the \$1570.85 credit balance.

21. At no time did Respondent refund to Jelinek any portion of the \$2000 advance Jelinek paid or any portion of the purported \$1570.85 credit balance.

LEGAL CONCLUSION

22. By not refunding any portion of the \$2000 advance Jelinek paid, Respondent failed to promptly refund a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT FIVE

Case No. 01-O-02728

Rules of Professional Conduct, rule 3-110(A)

[Failure to Perform with Competence]

23. The allegations of paragraphs 17 through 21 are incorporated herein by reference.

24. At no time after June 5, 2001, did Respondent perform any services on behalf of Jelinek.

LEGAL CONCLUSION

25. By failing to perform any services on behalf of Jelinek, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

COUNT SIX

Case No. 01-O-02728

Rules of Professional Conduct, rule 3-700(A)(2)

[Improper Withdrawal From Employment]

26. The allegations of paragraphs 23 through 24 are incorporated herein by reference.

27. By failing to perform any additional work for Jelinek, Respondent effectively withdrew from employment.

28. At no time did Respondent notify Jelinek that he would no longer be representing him.

29. At no time did Respondent take any steps to avoid prejudice to Jelinek as a result of his withdrawal from employment.

LEGAL CONCLUSION

30. By withdrawing from employment without notifying Jelinek or taking any steps to avoid prejudice to Jelinek, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client, in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

COUNT SEVEN

Case No. 01-O-02728

Business and Professions Code, section 6068(m)

[Failure to Inform Client of Significant Development]

31. The allegations of paragraphs 26 through 29 are incorporated herein by reference.

LEGAL CONCLUSION

32. By not notifying Jelinek that he would no longer be representing him, 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 Business and Professions Code, section 6068(m).

COUNT EIGHT

Case No. 01-O-02978

Rules of Professional Conduct, rule 3-110(A)

[Failure to Perform with Competence]

33. On or about May 24, 2000, Kristen S. Jennings retained Respondent to represent her in a marital dissolution matter.

34. Jennings paid Respondent \$2000 in advance fees and costs.

35. On or after January 15, 2001, respondent sent Jennings a Statement for Legal Services ("the Statement") relating to Jennings's matter.

36. According to the statement Respondent's services rendered between May 24, 2000, through January 10, 2001, totaled \$4294.75 and Jennings owed \$2294.75 which could be reduced by 40% to \$1376.85 if paid before January 25, 2001.

37. On or about January 23, 2001, Jennings paid Respondent \$1376.85.

38. According to the retainer agreement Jennings and Respondent executed, Respondent's hourly rate was \$300 per hour and associates were \$250 per hour.

39. According to the retainer agreement, these rates were subject to change only with thirty days written notice.

40. At no time did Respondent notify Jennings, in writing or otherwise, that the billing rates would increase.

41. According to Respondent's billing statement, he charged Jennings \$350 per hour for his services and \$275 per hour for associate services.

42. On or before November 9, 2000, Jennings completed and signed all necessary paperwork related to the filing of an Order to Show Cause for child custody, visitation, child support and spousal support.

43. At no time did Respondent file an Order to Show Cause on Jennings's behalf.

44. In early May 2001 Jennings called Respondent's office and scheduled an appointment with Respondent for May 18, 2001, at 3p.m. to discuss a proposed marital settlement agreement.

45. Jennings waited until approximately 4:30 p.m. but Respondent failed to appear for the

appointment.

46. Jennings had to meet with a new attorney at the firm who knew nothing about her matter.

LEGAL CONCLUSION

47. By failing to file an Order to Show Cause on Jennings' behalf and by failing to appear at a scheduled appointment, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

COUNT NINE

Case No. 01-O-02978

Rules of Professional Conduct, rule 3-700(A)(2)

[Improper Withdrawal From Employment]

48. The allegations of paragraphs 33 through 46 are incorporated herein by reference.

49. On or about May 28, 2001, Respondent informed Jennings that he would no longer be representing her but that R. Eric Siegfried would take over her case.

50. In or after June 2001, Siegfried informed Jennings that Respondent's representations in his May 28, 2001, letter were false.

51. Siegfried further informed Jennings that he would not represent her unless she paid an additional retainer.

52. Respondent at no time afforded Jennings an opportunity to decide whether she would accept Siegfried as substitute counsel.

53. Respondent took no other steps to avoid prejudice to Jennings.

LEGAL CONCLUSION

54. By withdrawing from Jennings's matter without ensuring that Jennings agreed to accept substitute counsel and by not taking any other steps to avoid prejudice to Jennings, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

COUNT TEN

Case No. 01-O-02978

Rules of Professional Conduct, rule 3-700(D)(2)

[Failure to Refund Unearned Fees]

- 55. The allegations of paragraphs 48 through 53 are incorporated herein by reference.
- 56. Respondent had not earned the additional fees for which he overcharged Jennings.
- 57. At no time after his employment terminated did Respondent refund to Jennings any portion of the unearned fees he charged her.

LEGAL CONCLUSION

58. By not refunding any portion of the unearned fees to Jennings after termination of employment, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT THIRTEEN

Case No. 01-O-02997

Rules of Professional Conduct, rule 3-700(A)(2)

[Improper Withdrawal From Employment]

- 59. On or about April 12, 2001, Barbara K. Martinez retained Respondent to represent her in a marital dissolution matter.
- 60. Martinez paid Respondent \$1500 in advance fees and costs.
- 61. On or before June 11, 2001, Respondent sent Martinez a Statement for Legal Services for work performed on Martinez's matter.
- 62. According to the Statement the last date work was performed on Martinez's case was on May 7, 2001.
- 63. Respondent charged Martinez \$492.20 for the services listed in the Statement leaving a \$1007.10 credit balance on behalf of Martinez.
- 64. After May 7, 2001, Respondent completed no additional work on Martinez's behalf.
- 65. On or about May 28, 2001, Respondent wrote Martinez a letter informing her that he would be taking an indefinite leave from the firm due to failing health but that her matter would be taken over by his managing attorney, Eric Siegfried.
- 66. In or about June 2001, Siegfried wrote to Martinez advising her that Respondent's letter was false because Siegfried had not agreed to take over any of Respondent's cases.
- 67. Martinez obtained her file from Siegfried and had to retain new counsel to complete her marital dissolution.
- 68. Martinez had to pay her new attorney an additional \$1500 to complete her marital dissolution.
- 69. Respondent at no time afforded Martinez an opportunity to decide whether she would accept Siegfried as substitute counsel.

70. Respondent took no other steps to avoid prejudice to Martinez.

LEGAL CONCLUSION

71. By withdrawing from Martinez's matter without ensuring that Martinez agreed to accept substitute counsel and by not taking any other steps to avoid prejudice to Martinez, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

COUNT FOURTEEN

Case No. 01-O-02997

Rules of Professional Conduct, rule 3-700(D)(2)

[Failure to Refund Unearned Fees]

72. The allegations of paragraphs 59 through 70 are incorporated herein by reference.

73. Respondent had not earned all of the \$1500 advance Martinez had paid him.

74. At no time after his employment terminated did Respondent refund to Martinez any portion of the \$1500 advance Martinez paid or any portion of the purported \$1007.10 credit balance.

LEGAL CONCLUSION

75. By not refunding any portion of the \$1500 advance Martinez paid, Respondent failed to promptly refund a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT FIFTEEN

Case No. 01-O-03054

Business and Professions Code, section 6068(m)

[Failure to Respond to Client Inquiries]

76. On or about May 24, 2000, Fumiko Deeter retained Respondent to represent her in a guardianship matter.

77. Deeter paid Respondent \$2000 in advance fees and costs.

78. Between May 2000 and March 2001, Deeter made several phone calls to Respondent's office and left messages with Respondent's receptionist for him to provide her information on the status of her case.

79. Respondent failed to return any of Deeter's calls.

LEGAL CONCLUSION

80. By not returning any of Deeter's telephone calls requesting information, Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services in wilful violation of Business and Professions Code, section 6068(m).

COUNT SIXTEEN

Case No. 01-O-03054

Rules of Professional Conduct, rule 3-700(A)(2)

[Improper Withdrawal From Employment]

81. The allegations of paragraphs 76 through 79 are incorporated herein by reference.

82. On or about May 28, 2001, Respondent informed Deeter that he would no longer be representing her but that R. Eric Siegfried would take over her case.

83. In or after June 2001, Siegfried informed Deeter that Respondent's representations in his May 28, 2001, letter were false.

84. Siegfried further informed Deeter that he would not represent her unless she paid an additional retainer.

85. Respondent at no time afforded Deeter an opportunity to decide whether she would accept Siegfried as substitute counsel.

86. Respondent took no other steps to avoid prejudice to Deeter.

LEGAL CONCLUSION

87. By withdrawing from Deeter's matter without ensuring that Deeter agreed to accept substitute counsel and by not taking any other steps to avoid prejudice to Deeter, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

COUNT SEVENTEEN

Case No. 01-O-03054

Rules of Professional Conduct, rule 3-110(A)

[Failure to Perform with Competence]

88. The allegations of paragraphs 81 through 86 are incorporated herein by reference.

89. At no time did Respondent return Deeter's requests for information, perform any work on Deeter's matter or file any documents with the court on her behalf.

LEGAL CONCLUSION

90. By failing to return Deeter's requests for information, perform any services on behalf of Deeter or filing any documents with the court on her behalf, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

COUNT EIGHTEEN

Case No. 01-O-03054

Rules of Professional Conduct, rule 3-700(D)(2)

[Failure to Refund Unearned Fees]

91. The allegations of paragraphs 88 through 89 are incorporated herein by reference.
92. Respondent had not earned all of the \$2000 advance Deeter had paid him.
93. At no time after his employment terminated did Respondent refund to Deeter any portion of the \$2000 advance she paid him.

LEGAL CONCLUSION

94. By not refunding any portion of the \$2000 advance Deeter paid, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT NINETEEN

Case No. 01-O-03285

Rules of Professional Conduct, rule 3-700(A)(2)

[Improper Withdrawal From Employment]

95. On or about April 20, 2001, Yvette A. Torres retained Respondent to represent her in a dissolution matter.
96. Torres paid Respondent \$1500 in advance fees and costs.
97. On or about May 28, 2001, Respondent informed Torres that he would no longer be representing her but that R. Eric Siegfried would take over her case.
98. In or after June 2001, Siegfried informed Torres that Respondent's representations in his May 28, 2001, letter were false.
99. Siegfried further informed Torres that he would not represent her unless she paid an additional retainer.
100. Respondent at no time afforded Torres an opportunity to decide whether she would accept Siegfried as substitute counsel.
101. Respondent took no other steps to avoid prejudice to Torres.

LEGAL CONCLUSION

102. By withdrawing from Torres's matter without ensuring that Torres agreed to accept substitute counsel and by not taking any other steps to avoid prejudice to Torres, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

COUNT TWENTY

Case No. 01-O-03285

Rules of Professional Conduct, rule 3-110(A)

[Failure to Perform with Competence]

103. The allegations of paragraphs 95 through 101 are incorporated herein by reference.

104. At no time did Respondent perform any services on behalf of Torres.

LEGAL CONCLUSION

105. By failing to perform any services on behalf of Torres, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

COUNT TWENTY-ONE

Case No. 01-O-03285

Rules of Professional Conduct, rule 3-700(D)(2)

[Failure to Refund Unearned Fees]

106. The allegations of paragraphs 103 through 104 are incorporated herein by reference.

107. Respondent had not earned all of the \$1500 advance Torres had paid him.

108. At no time after his employment terminated did Respondent refund to Torres any portion of the \$1500 advance she paid him.

LEGAL CONCLUSION

109. By not refunding any portion of the \$1500 advance Torres paid, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT TWENTY-TWO

Case No. 01-O-03294

Rules of Professional Conduct, rule 3-700(A)(2)

[Improper Withdrawal From Employment]

110. On or about April 17, 2001, Donna M. Kittrell retained Respondent to represent her in a dissolution matter.

111. Kittrell paid Respondent \$2500 in advance fees and costs.

112. On or about May 28, 2001, Respondent informed Kittrell that he would no longer be representing her but that R. Eric Siegfried would take over her case.

113. In or after June 2001, Siegfried informed Kittrell that Respondent's representations in his May 28, 2001, letter were false.

114. Siegfried further informed Kittrell that he would not represent her unless she paid an additional retainer.

115. Respondent at no time afforded Kittrell an opportunity to decide whether she would accept Siegfried as substitute counsel.

116. Respondent took no other steps to avoid prejudice to Kittrell.

LEGAL CONCLUSION

117. By withdrawing from Kittrell's matter without ensuring that Kittrell agreed to accept substitute counsel and by not taking any other steps to avoid prejudice to Jennings, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

COUNT TWENTY-THREE

Case No. 01-O-03294

Rules of Professional Conduct, rule 3-110(A)

[Failure to Perform with Competence]

118. The allegations of paragraphs 110 through 116 are incorporated herein by reference.

119. At no time did Respondent perform any services on behalf of Kittrell.

120. By failing to perform any services on behalf of Kittrell, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

COUNT TWENTY-FOUR

Case No. 01-O-03294

Rules of Professional Conduct, rule 3-700(D)(2)

[Failure to Refund Unearned Fees]

121. The allegations of paragraphs 118 through 120 are incorporated herein by reference.

122. Respondent had not earned all of the \$2500 advance Kittrell had paid him.

123. At no time after his employment terminated did Respondent refund to Kittrell any portion of the \$2500 advance she paid him.

LEGAL CONCLUSION

124. By not refunding any portion of the \$2500 advance Kittrell paid, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT TWENTY-FIVE

Case No. 01-O-03633

Rules of Professional Conduct, rule 3-700(A)(2)

[Improper Withdrawal From Employment]

125. On or about May 7, 2001, Jenifer Hernandez retained Respondent to represent her in a step-parent adoption matter.

126. Hernandez paid Respondent \$2500 in advance fees and costs.

127. On or about June 1, 2001, Respondent forwarded to Hernandez draft documents for her review.

128. The documents had typographical errors and pertained to termination of child custody rather than a step-parent adoption.

129. On or about June 5, 2001, Hernandez wrote Respondent explaining that the paperwork she received was not related to what she hired Respondent to do.

130. On or about June 11, 2001, Hernandez called Respondent's office and learned that Respondent had gotten another attorney, R. Eric Siegfried, to handle her case.

131. On or about June 22, 2001, Hernandez learned from Siegfried that he would not represent her unless she paid an additional retainer and that there was nothing in Respondent's accounts to refund her initial retainer of \$2500.

132. Respondent at no time afforded Hernandez an opportunity to decide whether she would accept Siegfried as substitute counsel.

133. Respondent took no other steps to avoid prejudice to Hernandez.

LEGAL CONCLUSION

134. By withdrawing from Hernandez's matter without ensuring that Hernandez agreed to accept substitute counsel and by not taking any other steps to avoid prejudice to Hernandez, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

COUNT TWENTY-SIX

Case No. 01-O-03633

Rules of Professional Conduct, rule 3-700(D)(2)

[Failure to Refund Unearned Fees]

135. The allegations of paragraphs 125 through 133 are incorporated herein by reference.

136. Respondent had not earned all of the \$2500 advance Hernandez had paid him.

137. At no time after his employment terminated did Respondent refund to Hernandez any portion of the \$2500 advance she paid him.

LEGAL CONCLUSION

138. By not refunding any portion of the \$2500 advance Hernandez paid, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT TWENTY-SEVEN

Case No. 01-O-03633

Business and Professions Code, section 6068(m)

[Failure to Inform Client of Significant Development]

139. The allegations of paragraphs 135 through 137 are incorporated herein by reference.

140. At no time did Respondent inform Hernandez that he would no longer represent her.

LEGAL CONCLUSION

141. By not informing Hernandez that he would no longer represent her, 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 Business and Professions Code, section 6068(m).

COUNT TWENTY-EIGHT

Case No. 02-O-10997

Rules of Professional Conduct, rule 3-110(A)

[Failure to Perform with Competence]

142. On or about January 26, 2001, Josef Nagy retained Respondent to represent him in negotiating settlement of a debt.

143. Nagy paid Respondent \$1500 in advance fees and costs.

144. On or after January 26, 2001, Respondent sent Nagy a Statement for Legal Services.

145. Respondent charged Nagy \$200 as a new case set up fee leaving a \$1300 credit balance on behalf of Nagy.

146. At no time did Respondent perform any other services on Nagy's behalf.

LEGAL CONCLUSION

147. By failing to perform any services on behalf of Nagy, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

COUNT TWENTY-NINE

Case No. 02-O-10997

Rules of Professional Conduct, rule 3-700(A)(2)

[Improper Withdrawal From Employment]

148. The allegations of paragraphs 142 through 146 are incorporated herein by reference.

149. On or about May 28, 2001, Respondent informed Nagy that he would no longer be representing her but that R. Eric Siegfried would take over his case.

150. In or after June 2001, Siegfried informed Nagy that Respondent's representations in his May 28, 2001, letter were false.

151. Siegfried further informed Nagy that he would not represent her unless he paid an additional retainer.

152. Respondent at no time afforded Nagy an opportunity to decide whether she would accept Siegfried as substitute counsel.

153. Respondent took no other steps to avoid prejudice to Nagy.

LEGAL CONCLUSION

154. By withdrawing from Nagy's matter without ensuring that Nagy agreed to accept substitute counsel and by not taking any other steps to avoid prejudice to Nagy, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

COUNT THIRTY

Case No. 02-O-10997

Rules of Professional Conduct, rule 3-700(D)(2)

[Failure to Refund Unearned Fees]

155. The allegations of paragraphs 148 through 153 are incorporated herein by reference.
156. Respondent had not earned all of the \$1500 advance Nagy had paid him.
157. At no time after his employment terminated did Respondent refund to Nagy any portion of the \$1500 advance he paid him.

LEGAL CONCLUSION

158. By not refunding any funds to Nagy after termination of employment, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

DISMISSALS

The parties agree to dismiss the following counts in the interest of justice:
Counts three, four, eleven, and twelve.

PENDING PROCEEDINGS

The disclosure date referred to on page one, paragraph A.(6) was June 24, 2003.

MITIGATING CIRCUMSTANCES

Respondent has been diagnosed with acute depression stemming from family problems and financial pressures which existed prior to or concurrently with his misconduct.

FINANCIAL CONDITIONS, RESTITUTION

Respondent shall complete restitution in three equal payments. Respondent shall provide proof of payment to the Probation Unit of the first installment no later than one year after the effective date of the discipline herein. Respondent shall provide proof of payment to the Probation Unit of the second installment no later than two years after the effective date of the discipline herein. Respondent shall provide proof of payment to the Probation Unit of the final installment no later than thirty-three months after the effective date of the discipline herein.

Respondent shall pay restitution to the following payees or the Client Security Fund, if appropriate, in the following amounts, plus 10% interest per annum accruing from May 2001:

Payee	Amount (\$)
Jason J. Jelinek	1,775.35
Kristen S. Jennings	294.45
Barbara K. Martinez	1,007.10
Fumiko Deeter	2,000.00
Yvette A. Torres	1,500.00
Donna M. Kittrell	2,500.00
Jenifer Hernandez	2,500.00
Josef Nagy	1,300.00

LAW OFFICE MANAGEMENT CONDITIONS

Prior to applying for relief from actual suspension or within two years of the effective date of the discipline herein, Respondent shall develop a law office management/ organization plan, which must be approved by the Probation Unit. This plan must include procedures to send periodic reports to clients; the documentation of telephone messages received and sent; file maintenance; the meeting of deadlines; the establishment of procedures to withdraw as attorney, whether of record or not, when clients cannot be contacted or located; and, for the training and supervision of support personnel.

ADDITIONAL FACTORS CONSIDERED

In stipulating to this discipline, the parties considered that when Respondent became ill, Respondent hired a relatively new attorney to take over Respondent's case load but Respondent failed to ensure he was substituted out of his clients' matters and Respondent took no measures to ensure that the new attorney was properly handling his clients' cases. Further, Respondent has been on voluntary inactive status since June 2002.

RELIEF FROM ACTUAL SUSPENSION

Respondent agrees that his showing for relief from actual suspension will include, but not be limited to, proof that he is in compliance with all medical, law office management and financial conditions imposed through probation, and that Respondent is medically and psychologically fit to practice law and represent clients.

AUTHORITIES SUPPORTING LEVEL OF DISCIPLINE

In Re Boyne (1993) 2 Cal. State Bar Ct. Rptr. 389. In six client matters Boyne failed to perform in five matters, failed to communicate in seven matters, failed to refund unearned fees in three matters, improperly withdrew in four matters, failed to return a file in two matters, failed to obey a court order to pay sanctions, failed to cooperate in 4 matters, and entered into a business transaction in one matter. Boyne entered the business transaction in 1985 but his failures to perform occurred within a two- year period from 1988-1990. Boyne had no priors in over 23 years of practice and had extensive community service. In aggravation, Boyne showed indifference, committed multiple acts of wrongdoing and significantly harmed his clients. Boyne received a two- year actual suspension.

In re Bach (1991) 1 Cal. State Bar Ct. Rptr. 631. Bach improperly withdrew in two client matters and failed to perform in one matter and failed to respond to client inquiries in another. Bach's misconduct harmed his clients and constituted multiple acts. Bach also showed no appreciation for the severity of his misconduct. Bach had one prior which received minimum weight in aggravation because the current misconduct preceded the misconduct in the prior. In mitigation, Bach performed significant pro bono work. Bach received a nine-month actual suspension.

Bledsoe v. State Bar (1991) 52 Cal.3d 1074. This case involved four client matters. Bledsoe was found culpable of failing to perform in four client matters, failing to communicate in three client matters, failing to refund unearned fees in two client matters, improperly withdrawing in one matter, and failing to cooperate in two client matters. Bledsoe's misconduct occurred over a period of five years and was not considered a pattern. In aggravation, Bledsoe did not initially participate in the proceedings. In mitigation, Bledsoe had no priors over 17 years of practice. Bledsoe received a two- year actual suspension.

Hawes v. State Bar (1990) 51 Cal.3d 587. Hawes abandoned six cases, failed to refund unearned fees in three matters, failed to return a client file, failed to pay court-ordered sanctions and failed to cooperate with the State Bar. Hawes received mitigation since there was no harm to clients and he had manic depression. Hawes received a two-year actual suspension.

Pineda v. State Bar (1989) 49 Cal.3d 753. Pineda abandoned seven client matters, retained unearned fees, and misappropriated a portion of a settlement retained for medical liens. Pineda was given mitigation for his cooperation and his expressions of remorse and determination to rehabilitate himself. Pineda received a two-year actual suspension.

In the Matter of

Alan Mehrez

A Member of the State Bar

Case Number(s):

01-0-02728 et al

Financial Conditions

- a. ☒ Respondent shall pay restitution to See Attachment [payee(s)] (or the Client Security Fund, if appropriate), in the amount(s) of See Attachment, plus 10% interest per annum accruing from See Attachment, and provide proof thereof to the Probation Unit, Office of the Chief Trial Counsel,
- ☐ no later than _____
- or
- ☒ on the payment schedule set forth on the attachment under "Financial Conditions, Restitution."
- b. ☐ 1. If respondent possesses client funds at any time during the period covered by a required quarterly report, respondent shall file with each required report a certificate from respondent and/or a certified public accountant or other financial professional approved by the Probation Unit, certifying that:
- a. respondent has maintained a bank account in a bank authorized to do business in the State of California, at a branch located within the State of California, and that such account is designated as a "Trust Account" or "Clients' Funds Account";
 - b. respondent has kept and maintained the following:
 - i. a written ledger for each client on whose behalf funds are held that sets forth:
 - 1. the name of such client;
 - 2. the date, amount and source of all funds received on behalf of such client;
 - 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,
 - 4. the current balance for such client.
 - ii. a written journal for each client trust fund account that sets forth:
 - 1. the name of such account;
 - 2. the date, amount and client affected by each debit and credit; and,
 - 3. the current balance in such account.
 - iii. all bank statements and cancelled checks for each client trust account; and,
 - iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.
 - c. respondent has maintained a written journal of securities or other properties held for clients that specifies:
 - i. each item of security and property held;
 - ii. the person on whose behalf the security or property is held;
 - iii. the date of receipt of the security or property;
 - iv. the date of distribution of the security or property; and,
 - v. the person to whom the security or property was distributed.
2. If respondent does not possess any client funds, property or securities during the entire period covered by a report, respondent must so state under penalty of perjury in the report filed with the Probation Unit for that reporting period. In this circumstance, respondent need not file the accountant's certificate described above.
3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.
- c. ☐ Within one (1) year of the effective date of the discipline herein, respondent shall supply to the Probation Unit satisfactory proof of attendance at a session of the Ethics School Client Trust Accounting School, within the same period of time, and passage of the test given at the end of that session.

In the Matter of

Alan Mehrez
A Member of the State Bar

Case Number(s):

01-0-02728 et. al.

Medical Conditions

- a. ☒ Respondent shall obtain psychiatric or psychological help/ treatment from a duly licensed psychiatrist, psychologist, or clinical social worker at respondent's own expense a minimum of 2 times per month and shall furnish evidence to the Probation Unit that respondent is so complying with each quarterly report. Help/treatment should commence immediately, and in any event, no later than thirty (30) days after the effective date of the discipline in this matter. Treatment shall continue for ---days or ---months or ---years or--- the period of probation or until a motion to modify this condition is granted and that ruling becomes final.

If the treating psychiatrist, psychologist, or clinical social worker determines that there has been a substantial change in respondent's condition, respondent or Office of the Chief Trial Counsel may file a motion for modification of this condition with the Hearing Department of the State Bar Court, pursuant to rule 550 of the Rules of Procedure of the State Bar. The motion must be supported by a written statement from the psychiatrist, psychologist, or clinical social worker, by affidavit or under penalty of perjury, in support of the proposed modification.

- b. ☒ Upon the request of the Probation Unit, respondent shall provide the Probation Unit with medical waivers and access to all of respondent's medical records. Revocation of any medical waiver is a violation of this condition. Any medical records obtained by the Probation Unit shall be confidential and no information concerning them or their contents shall be given anyone except members of the Office of the Chief Trial Counsel, including the Probation Unit, and the State Bar Court, who are directly involved with maintaining, enforcing or adjudicating this condition.

Date July 16, 2003

Respondent's Name

An Mehrez
print nameDate 7-21-03

Respondent's Counsel's Signature

R. Gerald Markle
print nameDate 22 Jul 03John L. Kelley
Deputy Hal Counsel's SignatureJohn T. Kelley
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.)

Date 7/24/03

Richard A. Honn
Judge of the State Bar Court
RICHARD A. HONN

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 July 30, 2003, I deposited a true copy of the following document(s):

**STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION
AND ORDER APPROVING, filed July 30, 2003**

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

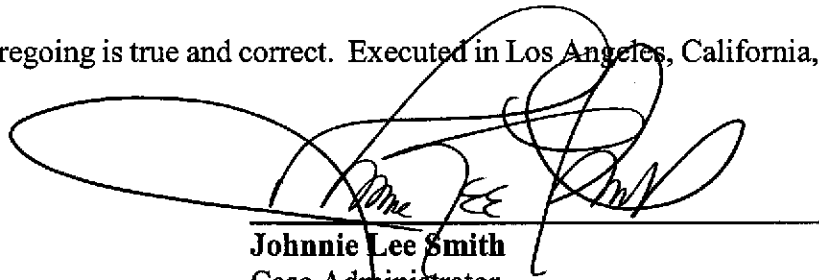
- [X] by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**R GERALD MARKLE
PANSKY & MARKLE
1114 FREMONT AVE
SOUTH PASADENA, CA 91030** ,

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

JOHN KELLEY, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on July 30, 2003.

A large, stylized handwritten signature in black ink, appearing to read 'Johnnie Lee Smith', is written over a horizontal line.

Johnnie Lee Smith
Case Administrator
State Bar Court