

(Do not write above this line.)

- (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.

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" (above)
- (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:

(Do not write above this line.)

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.~~ (see attached modification)
- (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, 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 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:

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: **RONALD DENNIS JAMAN** (“Respondent”),
Bar No. 48057

CASE NUMBERS 02-O-11533; 04-O-10341 - RMT
(Not Consolidated)

FACTS AND CONCLUSIONS OF LAW.

Respondent admits that the following facts are true and that he is culpable of violations of the specified statutes:

Facts for Case No. 02-O-11533:

In September 1999, Adela Haro (“Haro”) employed Respondent to represent her in pursuing a personal injury claim.

On May 15, 2000, Respondent’s assistant Dina Mora (“Mora”) sent Haro a letter on behalf of Respondent stating that Zurich Insurance had denied liability in relation to her personal injury.

Between June 2000 through January 2001, Haro left approximately 4 telephone messages with Respondent’s employee Mora asking that Respondent return her calls and provide a status report. Respondent did not return Haro’s telephone calls or otherwise communicate with Haro. Respondent states that he believed Mora was advising Haro of the case status.

In September 2000, Respondent settled Haro’s personal injury claim without Haro’s knowledge, authorization, or consent. Respondent was told by his employee, Nelson Villarta (“Villarta”), that he had spoken with Haro who had given consent to the settlement.

Between May 2000 and November 2000, Respondent permitted Villarta to communicate with clients by mail and telephone, handle mail, and do office follow-up.

In May 2000, Respondent assigned Villarta to communicate the terms of the proposed settlement to Haro.

In October 2000, Villarta left the employ of Respondent. Prior to leaving the office for the final time, Villarta had taken the Haro file from Respondent’s office without Respondent’s knowledge or consent.

On October 5, 2000, Respondent’s office received an insurance draft from Zurich Insurance payable to Haro and Respondent in the sum of \$5,400. Respondent believes that Villarta also took the insurance draft along with the Haro file.

In February 2001, Respondent notified Haro for the first time that her case had been settled and the settlement draft cashed without her signature.

Respondent had no authority from Haro to settle her matter without her knowledge, authorization, and consent.

The back of Haro's insurance draft from Zurich Insurance contains a signature purportedly of Haro. Haro never signed the draft. Haro never authorized Respondent or anyone in his firm to sign her name to the insurance draft or to any other documents.

The agreement of settlement and general release sent to Zurich Insurance contains a signature purportedly of Haro. Haro never signed the agreement of settlement and general release. Haro never authorized Respondent or anyone in his firm to sign her name to the agreement of settlement and general release or to any other documents.

The Zurich Insurance draft sent to Respondent on Haro's behalf was not deposited into a client trust account. The back of the draft indicates that it was utilized for an e*trade transaction.

In February 2001, Respondent informed Haro that his former employee, Villarta, had settled her case without Respondent's knowledge and had stolen the Zurich Insurance settlement draft sent in relation to her matter.

In February 2001, Respondent informed Haro that he was going to sue the bank that had cashed the settlement draft so that he could give her the settlement proceeds.

Since February 2001, Respondent has not communicated with Haro regarding her settlement proceeds or any other issue.

Respondent took some steps to set aside the settlement, but ultimately did not see the matter through to a conclusion. Nor did Respondent turn over the settlement funds to Haro.

Conclusions of Law for Case No. 02-O-11533:

Failure to Promptly Notify Client of the Receipt of Client Funds:

By not notifying Haro until February 2001 of the October 2000 receipt of \$5,400 in settlement funds on her behalf, Respondent wilfully failed to notify his client promptly of the receipt of client funds in violation of Rules of Professional Conduct, rule 4-100(B)(1).

Failure to Perform Competently:

By permitting his employee to settle Haro's case and steal Haro's settlement proceeds, by failing to take steps to assure the Haro was receiving the status updates she was requesting, Respondent intentionally, recklessly, or repeatedly failed to perform competently by failing to supervise his employee in violation of Rules of Professional Conduct, rule 3-110(A).

By failing to take all appropriate action to set aside the settlement or to turn over the settlement funds to Haro, Respondent has intentionally, recklessly, or repeatedly failed to perform with competence in violation of Rules of Professional Conduct, rule 3-110(A).

Facts for Case No. 04-O-10341:

During the period from July 2003 to December 2003, Respondent maintained a client trust account at Preferred Bank designated as account no. 2618435.

In October 2003, Respondent sold real property he owned in conjunction with his wife and another relative.

On November 7, 2003, Respondent deposited West Coast Escrow check 11981 in the amount of \$247,757.78 into his client trust account which was made payable to Respondent and his wife. The funds were Respondent's personal funds.

Also on November 7, 2003, Respondent deposited another check drawn against his wife's personal account in the amount of \$85,000. Respondent was not representing his wife and the funds were not otherwise entitled to be deposited into Respondent's client trust account.

Respondent knew or should have known that he was not to place his personal funds in his client trust account.

On January 30, 2004, the State Bar opened an investigation, case no. 04-O-10341, pursuant to a State Bar investigation ("the SBI matter").

On July 13, 2004, Respondent met with State Bar Investigator Lisa Foster who asked him about the check from West Coast Escrow made payable to him and his wife. Respondent agreed to look into the matter and provide a response. On August 4, 2004, State Bar Investigator Shelia Campbell wrote to Respondent requesting information in relation to the West Coast Escrow check.

The August 4, 2004 letter was placed in a sealed envelope correctly addressed to Respondent at his State Bar of California membership records address. The letter was properly mailed by first class mail, postage prepaid, by depositing for collection by the United States Postal Service in the ordinary course of business on or about the date on the letter. The United States Postal Service did not return the investigator's letter as undeliverable or for any other reason.

The investigator's letter requested that Respondent respond in writing to specified allegations of misconduct being investigated by the State Bar in the SBI matter. Respondent did not respond to the investigator's letter or otherwise communicate substantive information with either investigator.

Conclusions of Law for Case No. 04-O-10341:

Commingling of Funds in Client Trust Account:

By depositing personal funds in Respondent's client trust account, Respondent commingled funds belonging to Respondent in a client trust account in wilful violation of Rules of Professional Conduct, rule 4-100(A).

Commission of an Act of Moral Turpitude:

By using Respondent's CTA for personal purposes, Respondent committed an act involving moral turpitude, dishonesty, or corruption in wilful violation of Business and Professions Code, section 6106. (see attached modification)

Failure to Cooperate in State Bar Investigation:

By not providing a written response to the allegations in the SBI matter in relation to the West Coast Escrow check, Respondent failed to cooperate in a disciplinary investigation in wilful violation of Business and Professions Code, section 6068(i).

RESTITUTION:

Respondent agrees to pay, as restitution, the sum of \$5,400, plus interest accruing at the rate of 10% per annum from October 5, 2000, to Adela Haro. Should the Client Security Fund at the State Bar of California make a payment to Haro, Respondent agrees to pay the aforementioned restitution amount to the Client Security Fund.

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In the Matter of RONALD DENNIS JAMAN Bar # 48057	Case number(s): 02-O-11533-RAH; 04-O-10341 (not consolidated)
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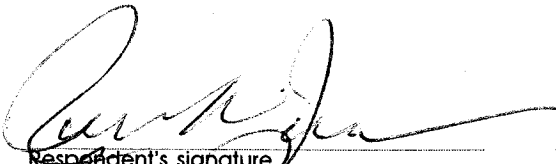
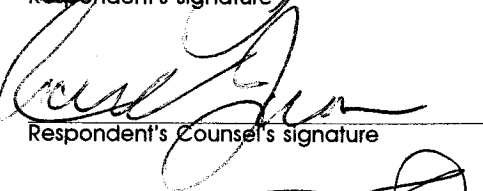
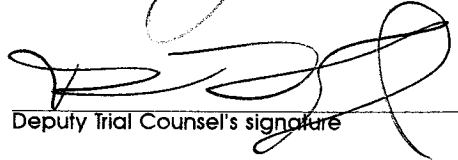
SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts and Conclusions of Law.

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

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

<u>Oct 11, 2005</u> Date	 Respondent's signature	RONALD DENNIS JAMAN Print name
<u>Oct 11, 2005</u> Date	 Respondent's Counsel's signature	RONALD DENNIS JAMAN Print name
<u>October 18, 2005</u> Date	 Deputy Trial Counsel's signature	DAVID T. SAUBER Print name

(Do not write above this line.)

In the Matter of RONALD DENNIS JAMAN Bar # 48057	Case number(s): 02-O-11533-RAH; <hr/> 04-O-10341 (not consolidated)
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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 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.
- All court dates in the Hearing Department are vacated.

See the following modifications of the stipulation:

on Page 3, paragraph C.(1), delete "coupled with present misconduct which is not deemed serious."

On Page 6, Conclusions of Law for Case No. 04-O-10341, the facts do not support a 6106 violation.

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; or 3) Respondent is not accepted for participation in the Program or does not sign the Program Contract. (See rule 135(b) and 802(b), Rules of Procedure.)

1-30-06

Date

Judge of the State Bar Court

ROBERT M. TALCOTT

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 February 8, 2006, I deposited a true copy of the following document(s):

**CONFIDENTIAL STATEMENT OF ALTERNATIVE DISPOSITIONS AND
ORDERS**

STIPULATION RE FACTS AND CONCLUSIONS OF LAW

**CONTRACT AND WAIVER FOR PARTICIPATION IN THE STATE BAR
COURT'S ALTERNATIVE DISCIPLINE PROGRAM**

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:

**Ronald Dennis Jaman
Jaman & Associates
16 N 2nd St #101
Alhambra, CA 91801**

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

DAVID SAUBER, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **February 8, 2006.**



Tammy R. Cleaver
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 September 14, 2009, I deposited a true copy of the following document(s):

DECISION AND ORDER SEALING CERTAIN DOCUMENTS;
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:

RONALD DENNIS JAMAN
JAMAN & ASSOCIATES
16 N 2ND ST #101
ALHAMBRA CA 91801

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:

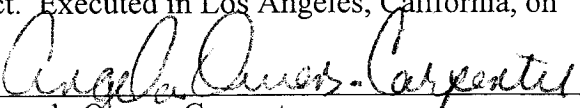
by fax transmission, at fax number . No error was reported by the fax machine that I used.

By personal service by leaving the documents in a sealed envelope or package clearly labeled to identify the attorney being served with a receptionist or a person having charge of the attorney's office, addressed as follows:

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

MONIQUE MILLER, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on September 14, 2009.



Angela Owens-Carpenter
Case Administrator
State Bar Court