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LODGED

JUN 25 2008

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

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AUG 13 2010

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

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PUBLIC MATTER

THE STATE BAR COURT

ALTERNATIVE DISCIPLINE PROGRAM - LOS ANGELES

11 In the Matter of) Case Nos. 02-O-13169-RMT, et al.
12)
13) PARTIES' ADDENDUM TO
14) STIPULATION RE: FACTS AND
15) CONCLUSIONS OF LAW, ADDING
16) FOUR NEWLY FILED CASES
17)
18)
19)
20)
21)
22)
23)
24)

25 The State Bar of California, Office of Chief Trial Counsel, through Deputy Trial
26 ~~Eric H. Hsu~~ ^{ERIC H. HSU} and Respondent, John A. Hurley, appearing *in pro per*,
27 submit this Addendum to the Stipulation re: Facts and Conclusions of Law previously
28 lodged on December 17, 2004 ("Prior Stipulation"). This Addendum relates solely to the
newly filed cases – cause nos. 05-O-⁰¹¹⁵⁵~~2255~~, 05-O-3129, 06-O-10036 and 06-O-10124.

Some of the misconduct described in this Addendum occurred at or before the submission of the Prior Stipulation; however, most of the misconduct involved occurred after submission of the Prior Stipulation and as such the State Bar will be requesting an increase in the levels of discipline and extension of Respondent's ADP participation period.

I. NEWLY FILED CASES ATTACHED HERETO; INCORPORATION OF PRIOR STIPULATION

This addendum is intended to supplement the Prior Stipulation lodged with the



1 Court in December 2004. The Prior Stipulation is also incorporated as if fully set forth
2 herein. Attached hereto is the parties' stipulation re: facts and conclusions of law
3 concerning the newly filed cases enumerated above.

4 **II. ADDITIONAL RESTITUTION CONDITIONS AND CONFIDENTIALITY**
5 **WAIVER**

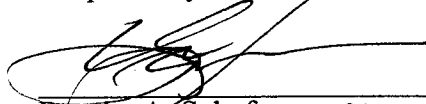
6 As is set forth in the attachment, the matters in this addendum carry with them
7 additional restitution conditions. Respondent understands and agrees that any order or
8 recommendation that Respondent pay restitution in his Alternative Discipline Program
9 matters will include the additional restitution conditions set forth herein, under the same
10 ADP conditions as set forth in the Prior Stipulation and resulting Order. Certain
11 confidentiality waivers are also attached.

12 **III. INCREASED DISCIPLINE RECOMMENDATION**

13 Respondent understands that the misconduct described herein, being in addition to
14 that admitted in the Prior Stipulation, will result in increased discipline levels being
15 sought by the State Bar. Respondent further understands that he will have opportunity to
16 argue for different degrees of discipline, and that the Court shall make the final
17 determination as to levels of discipline, and any potential change thereto.

18 Respectfully submitted,

19 MAY 11, 2007
20 ~~October _____, 2006~~


~~Brooke A. Schafer~~ **ERIC H. HSU**
Deputy Trial Counsel
Office of Chief Trial Counsel

22 05.11.07
23 ~~October _____, 2006~~


John A. Hurley
Respondent

ADDENDUM TO STIPULATED FACTS and CONCLUSIONS OF LAW
STATE BAR ALTERNATIVE DISCIPLINE PROGRAM

IN THE MATTER OF: **JOHN A. HURLEY**, bar no. 145907

CASE NUMBERS: 05-O-1155, 05-O-3129, 06-O-10036 & 06-O-10124

I. **STIPULATED FACTS AND CONCLUSIONS OF LAW**

Prior Stipulation Incorporated Herein

This addendum is intended to supplement the Stipulation re: Facts and Conclusions of Law in case nos. 02-O-13169 et al., which the parties lodged with the Alternative Discipline Program ("ADP") Court on December 17, 2004 (the "Prior Stipulation"). The Prior Stipulation is also incorporated as if fully set forth herein.

The cases described herein have all been filed subsequent to the Prior Stipulation being entered with the Court (and in fact were not reported to the State Bar until after the Prior Stipulation was lodged). Respondent is currently a participant in the Alternative Discipline Program.

Case no. 05-O-1155 (Buzzell matter)

1. In early April 2004 Kristin Buzzell filed a request for a Temporary Restraining Order ("TRO") against Mark Edwards in Orange County Superior Court. The court signed an order for TRO and set a hearing date for April 29, 2004 on the matter. On April 29, 2004, the court reissued Buzzell's TRO and set a hearing date of May 20, 2004, on the issue of whether to issue a permanent restraining order.

2. On April 23, 2004, Buzzell hired Respondent to represent her in an action related to a debt Edwards allegedly owed Buzzell. Buzzell paid Respondent \$5000.00 in advance legal fees.

3. Respondent negotiated an agreement on May 19, 2004, with Edwards over the debt he owed to Buzzell, and Buzzell agreed to drop her pending request for a permanent restraining order in order and instead pursue a civil restraining order. Respondent agreed to file the necessary paperwork for civil restraining order on May 26, 2004, but never filed the agreement.

4. In July 2004 Respondent promised Buzzell he would file the agreement regarding the debt as well as the civil restraining order. Respondent also agreed to meet with Buzzell the following week, but Buzzell did not hear back from Respondent to set up such a meeting, nor did

Respondent communicate with Buzzell after that despite her many telephone calls and messages.

5. In September 2004 Buzzell sent Respondent a letter reminding him of his promises to do the agreed upon legal work, and of his failures to respond to her calls. On October 19, 2004, Respondent finally spoke to Buzzell and agreed to meet with her on October 25, 2004. However, Respondent cancelled the meeting for October 25th.

6. The two rescheduled their meeting for October 28, 2004. However, on October 28, 2004, Respondent failed to show up for their meeting, without explanation.

7. On February 4, 2005, Respondent once again spoke to Buzzell and agreed to meet with her on February 9th. The two met on February 9th and Respondent promised to complete and file her legal work by February 14, 2004. Respondent failed to do so. Buzzell telephoned Respondent several more times to no avail. Respondent failed to thereafter communicate with Buzzell. Respondent had effectively withdrawn from representation of Buzzell. At no time did he inform Buzzell that he was withdrawing from employment, nor did he take any steps to avoid reasonably foreseeable prejudice to her.

8. On June 6, 2005, Buzzell fired Respondent in writing and requested a refund of the \$5000.00 in fees paid, plus interest.

9. The work that Respondent did perform up to the point he abandoned Buzzell was merely preparatory in nature, since both the restraining order agreement and the debt agreement required preparation of final agreements and filing with the court.

10. Buzzell filed a complaint with the State Bar in March 2005. The State Bar sent formal requests for information regarding Buzzell's complaint, once in April and once in May 2005. The requests for information complied with all legal requirements as to notice and mailing. Although Respondent received these letters he failed to respond to the State Bar investigator in writing. In early May 2005 Respondent contacted the State Bar investigator and said he would refund Buzzell's \$5000.00 "if that is what she wanted." He did not, however, respond in writing to the allegations of the complaint, as had been requested. Thereafter the investigator did not hear from Respondent in any way.

Conclusions of law (Buzzell matter)

– By failing to attend appointments scheduled with Buzzell, by effectively abandoning Buzzell without taking steps to avoid reasonably foreseeable prejudice to his client, and by failing to proceed with the legal work for which he contracted, Respondent intentionally and repeatedly failed to perform legal services with competence, in wilful violation of Rules of Professional Conduct, rule 3-110(A).

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– By failing to return Buzzell’s telephone calls and messages throughout the period of representation and at any time after mid-February 2005, Respondent failed to respond promptly to reasonable status inquires of a client in a matter in which he had agreed to provide legal services, in wilful violation of Business and Professions Code, section 6068(m).

– By failing to refund any portion of his fee that had been advanced but not earned, at the request of his client, or otherwise accounting for the fees paid but not earned, upon termination of employment, Respondent failed to promptly refund unearned fees, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

– By failing to provide a written response to the allegations of Buzzell as set forth in the State Bar investigator’s letters of April 8 and May 20, 2005, or by otherwise failing to cooperate in the investigation, Respondent failed to cooperate in a State Bar disciplinary investigation in wilful violation of Business and Professions Code section 6068(i).

Case no. 05-O-3129 (Davoud matter)

11. Pontea Davoud hired Respondent in February 2005 to represent her in an Order to Show Cause matter regarding child support arrearage (“OSC”). Davoud paid Respondent \$1000.00 up-front in advance fees for the work on the OSC re: child support.

12. Davoud had earlier hired Respondent for a related family law issue to modify an existing dissolution and custody order. The custody modification matter did not go as Davoud had hoped and she told Respondent she wished to appeal. Respondent agreed to do the appeal as well. He had been paid \$10,000.00 for the custody modification matter.

13. Respondent did no work on the OSC re: child support and earned none of the \$1000.00 advance fee. Moreover, in late February 2005 Davoud filed her own Notice of Appeal as to the custody modification matter and Respondent did no work toward that appeal after February 2005, even though he was still the attorney of record in the case and he had agreed to start the appeal.

14. On March 10, 2005, Davoud terminated Respondent in writing with respect to both the OSC re: child support and the custody modification matter. Davoud requested that Respondent refund all unearned fees and all her client papers and property.

15. Respondent failed to respond to Davoud’s March 10, 2005, termination letter. At no time has Respondent refunded her \$1000.00 advance fees in the OSC matter, or any of the advance fees in the custody modification matter. Respondent failed also to provide an accounting with respect to either matter. At no time did Respondent return Davoud’s client papers or otherwise communicate with her regarding how she could obtain her client file from

him. On April 19, 2005, Davoud obtained a \$1000.00 small claims judgment against Respondent, which has gone unpaid.

16. In May 2005 Davoud made a formal complaint to the State Bar. A State Bar investigator properly mailed two letters to Respondent requesting his responses to Davoud's allegations, as part of the usual and customary State Bar investigation. These letters were sent in June and August 2005, and even though Respondent received both letters he failed to respond to the investigator or otherwise communicate with the State Bar regarding Davoud's complaint.

Conclusions of law – case no. 05-O-3129 (Davoud matter)

– By failing to perform any legal services with respect to the OSC re: child support, by failing to do work toward the prosecution of Davoud's appeal of her custody modification matter, by failing to provide an accounting of work performed in either matter and by essentially abandoning Davoud without advance notice or taking steps to avoid foreseeable prejudice to his client, Respondent intentionally and repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

– By failing to release client papers and files to Davoud in spite of her written requests to do so, Respondent failed upon termination of employment to release promptly to a client, at the request of the client, all the client papers, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(1).

– By failing to refund to Davoud any part of the \$1000.00 advance fee for the OSC matter, in spite of Davoud's request and in spite of the court judgment, Respondent failed to promptly refund unearned fees to his client, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

– By failing to provide a written response to the allegations of the State Bar investigator, Respondent failed to cooperate in a disciplinary investigation, in wilful violation of Business and Professions Code section 6068(i).

Case no. 06-O-10036 (McGraw/Ace matter)

17. On May 11, 2005, Respondent was hired by Clarence McGraw, President of Ace Metal Supply Inc., to represent McGraw, a partner named Martinez, and Ace as a corporation, in a lawsuit entitled *Ace, Inc. v. Arnolds*, then pending in San Bernardino Superior Court. At time of hire McGraw paid Respondent \$2500.00 in advance fees, the money coming from Ace, Inc.

18. On May 11, 2005, McGraw and Respondent signed a substitution of attorney in the Ace lawsuit, but it was never filed.

19. On June 2, 2005, McGraw learned that the substitution of attorney had not yet been filed by Respondent. Respondent assured McGraw that he would get the substitution of attorney filed by the case management hearing the next day. On June 3, 2005, Respondent appeared at the case management hearing and represented to the court that he was the new attorney for Ace and the two owners/officers. He stated he would have a substitution of attorney filed forthwith. Thereafter Respondent failed to file anything and failed to further communicate with McGraw or Martinez. After June 3, 2005, Respondent effectively abandoned his clients.

20. On July 21, 2005, McGraw, Martinez and Ace, through their new attorney, requested a refund of the \$2500.00 Ace had paid Respondent. Respondent failed to respond in any fashion. Again four days later they made the same request, and again Respondent ignored them.

21. Respondent failed to perform services of any value to Ace, McGraw or Martinez. Any time he spent on the case was merely preparatory.

22. On December 14, 2005, the State Bar opened an investigation pursuant to a complaint filed by McGraw on behalf of Ace. On January 27, 2006, and February 14, 2006, a State Bar investigator wrote to Respondent regarding the allegations of the complaint, pursuant to State Bar rules and procedure. Respondent received both requests for information. Respondent never responded to the State Bar investigator in any way.

Conclusions of law – 06-O-10036 (McGraw/Ace)

– By failing to substitute in as attorney of record in the Ace case despite repeated requests and promises regarding same, and by failing to take any steps to avoid foreseeable prejudice to his clients or to properly withdraw from representation, Respondent intentionally failed to perform services with competence, in wilful violation of Rules of Procedure, rule 3-110(A).

– By failing to refund any portion of the advanced fees paid by McGraw/Ace after his abandonment of his client, Respondent failed to promptly refund fees upon termination of employment, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

– By failing to respond to telephone calls and letters from his clients their new attorney, Respondent failed to respond to reasonable status inquiries in a client's matter, in wilful violation of Business and Professions Code, section 6068(m).

– By failing to provide written responses to the State Bar investigator's request for information, Respondent failed to cooperate in a disciplinary investigation, in wilful violation of Business and Professions Code, section 6068(i).

Case no. 06-O-10124 (Meyer matter)

23. On August 14, 2003, Frederic Meyer, Debra Meyer and Morgan Meyer retained Respondent to represent them as defendants in a pending lawsuit entitled *Interinsurance Exchange of the Automobile Club v. Meyer*, which had been filed in Los Angeles County Superior Court. Frederic Meyer paid Respondent an advance fee of \$3500.00.

24. On August 26, 2003, Respondent's filed the Meyers' Answer to the Complaint.

25. Discovery commenced. During the course of discovery the Meyers were served with interrogatories. On October 1, 2003, plaintiff's counsel Allen wrote to Respondent and told him that responses to discovery were overdue, and gave him ten additional days to respond. The Meyers had provided answers to the interrogatories to Respondent by early November 2003. However, in the Case Management Statement of November 12, 2003, Respondent stated that the answers would be provided by January 1, 2004, even though Respondent had not obtained an extension from Allen.

26. On November 21, 2003, Allen served Respondent with a Motion to Compel Discovery Answers and Request for Sanctions. On December 18, 2003, the Court held a hearing on the plaintiff's discovery motion. Respondent failed to appear. The court granted the plaintiff's motion and ordered the Meyers to respond to discovery without objection within 20 days, and to pay sanctions of \$661.00 to Allen within 30 days. Respondent received notice of the court's ruling. Respondent never notified the Meyers of the sanctions order or of the December 18, 2003, hearing.

27. No Answers were forthcoming, and so on February 3, 2004, Allen served Respondent with Motion to Strike the Meyers' Answers for Misuse of Discovery. The court set a hearing on the matter for April 12, 2004, and Respondent had notice of the court date. However, on April 12, 2004, Respondent failed to appear at the court hearing on the discovery sanctions motion. The court granted the Motion to Strike the Meyers' Answers for Misuse of Discovery. Although he received notice of the court's order, Respondent never notified the Meyers of the court's order, or of the hearing.

28. The defendant insurer then moved for a default judgment. The court granted the default, which was unopposed by the Meyers. At no time did Respondent inform the Meyers that they had defaulted, nor did he take any steps to oppose the default motion.

29. Defendant insurer obtained a judgment against the Meyers for over \$30,000.00. Subsequently, in June 2004 Allen wrote directly to Frederic Meyer, informing Mr. Meyer that a judgment had been taken against them. This was the first Mr. Meyer had heard of the judgment or of the default.

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30. After November 30, 2003, Respondent effectively abandoned the Meyers. After that date he did no further legal work. At no time did he take any reasonable steps to complete their matter or to properly take any steps to avoid foreseeable prejudice to his clients by properly withdrawing from representation.

31. Respondent did not provide any reasonably compensable services to the Meyers. At no time has he refunded any of the \$3500.00 to the Meyers.

32. In October 2005 new counsel for the Meyers, Christopher Day, twice requested that Respondent return his clients' file, and that time was of the essence. Although Respondent received the two letters, as well as telephone messages requesting the client file, Respondent failed to return the Meyers' file.

33. In December 2005, after the State Bar opened an investigation into the Meyers' allegations, the State Bar wrote to Respondent again asking that he turn over the Meyers' files immediately. The following month the State Bar made the same request. Respondent received the letters, but failed to turn over any files.

34. In February 2006 and again in March 2006 a State Bar investigator wrote to Respondent seeking his cooperation and responses to the Meyers' allegations, pursuant to law and State Bar policy. Respondent received both requests for information but failed in any way to respond to the State Bar regarding the Meyers' complaint.

Conclusions of law – Meyer matter

– By failing to complete and respond to the discovery after his clients had provided their responses, by failing to appear at the April 12, 2004, hearing on discovery sanction, by failing to take any steps to set aside any of the discovery sanctions orders, Respondent intentionally and repeatedly failed to perform legal services with competence, in wilful violation of Rules of Professional Conduct, rule 3-110(A).

– By failing to notify the Meyers of the discovery sanction order, or of the striking of their complaint, or of the default judgment or of the judgment against them of over \$30,000.00, Respondent failed to keep a client reasonably informed of a significant development in a matter in which he had agreed to provide legal services, in wilful violation of Business and Professions Code, section 6068(m).

– By failing to do any work in the Meyers' case after November 2003 and by effectively abandoning his clients, 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).

– By not returning any portion of the advanced fees paid by Meyer, Respondent failed to promptly refund unearned fees in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

– By failing to release the Meyers' client file in spite of numerous letters and telephone requests that he do so, Respondent failed, upon termination of employment, to release promptly to a client, at the client's request, all client papers, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(1).

– By failing to provide written responses to the investigator's requests for information as requested in letters of February and March 2006, Respondent failed to cooperate in a disciplinary investigation, in wilful violation of Business and Professions Code, section 6068(i).

II. RULE 133 NOTICE OF PENDING PROCEEDINGS

Respondent was notified in writing of any pending investigations not included in this stipulation, pursuant to Rule 133(12), on ~~September 21, 2006~~

AND RULE 132, MAY 11, 2007 (EH)

III. POTENTIAL INCREASE IN DISCIPLINE

Respondent understands that the matters in this addendum, being additional misconduct, likely may result in the Office of Chief Trial Counsel seeking – and/or the State Bar Court recommending – additional ADP conditions or increased discipline in the underlying cases, up to and including disbarment. In addition, his length of participation in the court's Alternative Discipline Program may be extended.

IV. PARTIAL WAIVER OF CONFIDENTIALITY AND RESTITUTION CONDITIONS

Waivers re Confidentiality and Restitution Efforts

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

- Respondent expressly waives any objection to immediate payment by the State Bar's

Client Security Fund upon a claim(s) for the principal amounts of restitution as set forth in the Stipulation re: Facts and Conclusions of Law.

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

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

Restitution Schedule

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

1. To Kristin Buzzell, \$5000.00 plus interest from July 1, 2005.
2. To Pontea Davoud, \$1000.00 plus interest from April 1, 2005, representing restitution in the OSC re: child support matter.
3. To Pontea Davoud, with respect to the custody modification matter, Respondent agrees to do the following within thirty (30) days of the date he signs this stipulation:
 - (a) provide a written accounting to Pontea Davoud for all work, fees and costs claimed relating to the custody modification matter;
 - (b) send to Ms. Davoud by certified mail, an invitation to engage in fee arbitration should she dispute the fee charged in the custody modification matter. This

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written invitation shall include, without limitation, a current and correct telephone number of the proper contact office to initiate fee arbitration in Ms. Davoud's county; and

(c) provide the Office of Chief Trial Counsel, in care of the Deputy Trial Counsel whose name appears below, with copies of both (a) and (b) within two (2) days of mailing to Ms. Davoud, but in no case later than thirty-two (32) days after signing this stipulation.

4. To Ace, Inc., or its legal successor, \$2500.00 plus interest from January 1, 2006.
5. To Frederic Meyer, \$3500.00 plus interest from January 1, 2006.
6. To Frederic Meyer, with respect to the issue of returning client files, Respondent agrees to perform the following within thirty (30) days of the date he signs this stipulation:
 - (a) return all client papers, files and other property belonging to, and/or relating to the Meyers';
 - (b) if any files or property belonging to the Meyers no longer exists or no longer can be located, Respondent is to provide a full explanation of: (i) its last known location, (ii) its believed demise and the basis for such belief, and (iii) his policy of file retention at all relevant times;
 - (c) provide the Office of Chief Trial Counsel, in care of the Deputy Trial Counsel whose name appears below, with copies of both (a) and (b) within two (2) days of mailing, but in no case later than thirty-two (32) days of signing this stipulation.

Respondent understands that failure to comply with any of the restitution or notice provisions above may result in sanctions up to and including termination from ADP for unsuccessful completion of the program requirements.

Further Respondent understands that failure to timely comply with sections 3(c) and 6(c) above may result in the State Bar withdrawing its assent to this Stipulation and recommending that these matters be transferred to standard proceedings for prosecution outside of the ADP.

V. OPPORTUNITY TO SEEK COUNSEL

Respondent acknowledges that he has had full opportunity to read and understand this agreement, and to seek counsel if necessary, prior to signing. *//// END OF ATTACHMENT///*

12

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on June 25, 2008, I deposited a true copy of the following document(s):

ORDER AMENDING CONFIDENTIAL STATEMENT OF ALTERNATIVE DISPOSITIONS AND ORDERS;

PARTIES' ADDENDUM TO STIPULATION RE: FACTS AND CONCLUSIONS OF LAW, ADDING FOUR NEWLY FILED CASES; and,

AGREEMENT AND ORDER AMENDING CONTRACT AND WAIVER FOR PARTICIPATION IN THE STATE BAR COURT'S ALTERNATIVE DISCIPLINE PROGRAM; FURTHER ORDER

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:

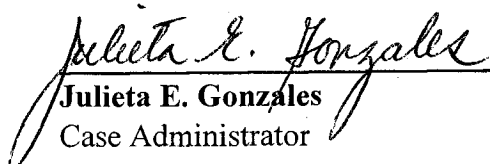
**JOHN A. HURLEY ESQ
LAW OFC JOHN A HURLEY
332 S PERALTA HILLS DR
ANAHEIM HILLS, CA 92807 - 3429**

**JOHN A. HURLEY ESQ
LAW OFC JOHN A HURLEY
332 S PERALTA HILLS DR
ANAHEIM HILLS, CA 92807 - 3429**

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

David T. Sauber, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **June 25, 2008**.



Julieta E. Gonzales
Case Administrator
State Bar Court