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PUBLIC MATTER

State Bar Court of California

Hearing Department ☐ Los Angeles xx☒ San Francisco

PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE AND MENTAL HEALTH ISSUES

Counsel for the State Bar	Case Number(s)	(for Court use)
Cydney Batchelor Deputy Trial Counsel 180 Howard St., 7th F. San Francisco, CA 94105 Tele: 415/538-2204 Bar # 114637	CONFIDENTIAL 04-0-11194-PEM 04-0-11746 04-0-11964 04-0-11981	LODGED JAN 0 9 2006 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO FILED APR 2 7 2010 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
☒ Counsel for Respondent ☐ In Pro Per Jonathan Arons, Esq. 101 Howard St., Suite 310 San Francisco, CA 94105 Tele: 415/957-1818 Bar # 111257		
In the Matter of DAVID C. CULVER Bar # 98072 A Member of the State Bar of California (Respondent)	Submitted to Program Judge **STIPULATION RE FACTS AND CONCLUSIONS OF LAW** ☐ PREVIOUS STIPULATION REJECTED	

Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

A. Parties' Acknowledgments:

(1) Respondent is a member of the State Bar of California, admitted 5/29/1981 (date)

(2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition (to be attached separately) are rejected or changed by the Supreme Court. However, if Respondent is not accepted into the Lawyer Assistance Program, this stipulation will be rejected and will not be binding on Respondent or the State Bar.

(3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated, except for Probation Revocation Proceedings. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation and order consists of 14 pages.

(4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts." See attached

(5) Conclusions of law, drawn from and specifically referring to the facts, are also included under "Conclusions of Law." See attached

(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. See attached

(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. See attached

Additional aggravating circumstances:

See attached

(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.

(2) ☐ **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.

(3) ☐ xxx **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. See attached

(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:

See attached

ATTACHMENT TO

STIPULATION RE FACTS AND CONCLUSIONS OF LAW

IN THE MATTER OF: **DAVID C. CULVER**

CASE NUMBER(S): **04-O-11194; 04-O-11746; 04-O-11964; 04-O-11981**

FACTS AND CONCLUSIONS OF LAW.

Case Number 04-O-11194 (Anne Dennis):

Facts: In March 2002, attorney Anne Dennis employed Respondent to represent her in an unlawful termination and breach of contract action entitled, *Dennis v. Hower, et al.*, Sonoma County Case No. SCV-225135 ("the *Dennis* matter"). The parties entered into a fee agreement, and Ms. Dennis paid Respondent $2000.00 for the representation and provided another $675.00 to him in legal services which he agreed would be credited against her fees. At the time Respondent assumed representation, he was aware that he was successor counsel, and was also aware that another attorney had filed a lien for attorney fees in the amount of $3802.50. In September 2003, the *Dennis* matter settled for $22,000.00. Two settlement checks were issued. The first check, in the amount of $8250.00, was issued to Respondent in trust for Ms. Dennis. Respondent deposited it into his client trust account number 0091013045 at Exchange Bank in Santa Rosa. Thereafter, Ms. Dennis called Respondent and/or wrote to him to request an accounting and a distribution of the settlement funds on October 3, 2003, October 20, 2003, October 21, 2003, November 17, 2003, November 24, 2003, December 12, 2003, December 19, 2003 and January 8, 2004. Respondent failed ever to reply. Ms. Dennis thereafter arranged for the other settlement check, in the amount of $13,750.00 to be sent directly to her because of Respondent's failure to account for the first check. She then wrote Respondent to state that she would keep the $13,750.00 in her trust account until they could resolve their fee dispute. Respondent failed to respond. In April 2004, Ms. Dennis initiated a fee arbitration with Respondent through the Sonoma County Bar Association, and Respondent was required to participate. Respondent failed to participate or ever to reply. Finally, Ms. Dennis wrote to Respondent that she would keep the $13,750.00 and pay the prior attorney's fee lien herself, and informed Respondent that he could keep the remaining $8250.00.

Conclusions of Law: By failing to respond to Ms. Dennis' numerous verbal and written requests for an accounting and distribution, Respondent failed to pay or deliver to his client upon her request the funds in his possession which she was entitled to receive, in violation of Rule of Professional Conduct 4-100(B)(3).

Case Number 04-O-11746 (Victor Garcia):

Facts: Prior to October 15, 2003, Victor Garcia employed Respondent to represent him in a dissolution of marriage proceeding in a matter entitled, *In re the Marriage of Garcia*, Sacramento County Superior Court case number 03FL 06631 ("the *Garcia* case"), and paid him $250.00 in advanced attorney fees. On November 10, 2003, Mr. Garcia paid Respondent an additional $1500.00 toward fees and costs; on November 15, 2003, he paid Respondent another $1500.00 toward fees and costs. In summary, Mr. Garcia paid Respondent a total of $3250.00 in advanced fees and costs. On November 25, 2003, Respondent and Mr. Garcia appeared at an Order to Show Cause hearing. Respondent also drafted, but did not file, a responsive pleading. Thereafter, Respondent failed to perform any further substantive legal work on the matter. Moreover, from December 5, 2003 until December 23, 2003, Respondent did not respond to Mr. Garcia's numerous telephone messages and electronic mail correspondence requesting a status update. Then, on December 23, 2003, Mr. Garcia received a letter from Respondent which simply enclosed a copy of the court's minute order and promised to keep him informed of all future developments. However, after December 23, 2003, Respondent again failed to respond to several electronic mail messages from Mr. Garcia and took no further action on behalf of Garcia. On February 12, 2004, Mr. Garcia requested in writing a refund of unearned fees and costs. Respondent failed to refund any unearned fees until December 2004, after the intervention of the State Bar, when he returned $1384.33. When Respondent didn't reply to the February 2004 letter, Garcia then employed replacement counsel, who wrote to Respondent on March 8, 2004 to request that he sign a substitution of attorney. Respondent failed to respond, and also failed to respond to subsequent counsel's follow-up telephone call or electronic message, until after the State Bar's intervention.

Conclusions of Law: By recklessly failing to perform any substantive work on Mr. Garcia's case beyond appearing at an OSC hearing, Respondent failed to perform competently the legal services for which he was employed, in violation of Rule of Professional Conduct 3-110(A). By willfully not responding to Mr. Garcia's numerous telephone calls and electronic mail until after the intervention of the State Bar, Respondent failed to respond promptly to reasonable status inquiries of a client, in violation of Business and Professions Code, section 6068(m). By willfully failing to sign the substitution of attorney until after the intervention of the State Bar, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable

prejudice to his client, in violation of Rule of Professional Conduct 3-700(A)(2). By willfully failing to respond to Mr. Garcia's requests for a refund of unearned attorney's fees until after the intervention of the State Bar, Respondent failed to return unearned fees, in violation of Rule of Professional Conduct 3-700(D)(2).

Case No. 04-O-11964 (Kathleen and Dariel Camp):

Facts: On August 1, 1999, Kathleen and Dariel Camp ("the Camps") employed Respondent to represent them regarding the loss of their modular home. Although the Camps' interests in the modular home were potentially adverse to each other, Respondent failed to disclose to them in writing or otherwise the relevant circumstances of the actual and reasonably foreseeable adverse consequences if he represented both of them, and failed to obtain their written consent to the dual representation. Respondent thereafter filed a civil suit on the Camps' behalf, entitled *Camp, et al. v. Farmers Insurance Exchange, et al.,* Sonoma County Superior Court Docket No. SCV-224229 ("the Camps' civil action"). In July 2001, the Camps filed a petition for the dissolution of their marriage. The dissolution was acrimonious, and known to Respondent to be acrimonious. However, despite the actual conflict of the Camps' interests at that time, Respondent failed to disclose to them in writing or otherwise the relevant circumstances of the actual and reasonably foreseeable adverse consequences if he continued to represent them after their dissolution had been filed, and again failed to obtain their written consent to the dual representation. In March 2003, Respondent settled the Camps civil action on their behalf, and had them execute a mutual release of claims. That month, Respondent received a check on their behalf, in the amount of $32,000.00 from Fireman's fund. He deposited it into his client trust account number 0091013045 at Exchange Bank in Santa Rosa, and thereafter misappropriated the entire amount to his own use and benefit. In November 2003, Respondent received another check on the Camps' behalf, in the amount of $5000.00 from Farmers' Insurance Exchange. Respondent allowed the check to go stale and the funds were never paid to either of them. Ms. Camp wrote to Respondent for an accounting and a distribution of funds on April 13, 2004, December 21, 2003, November 22, 2003, and October 24, 2003, but he failed ever to respond. An attorney acting on Ms. Camp's behalf also wrote to Respondent for an accounting and distribution of funds to her on October 24, 2003 and July 8, 2003; however, Respondent failed ever to respond.

Conclusions of Law: By willfully failing to make disclosure to the Camps and obtain their informed written consent to the potential and later actual conflicts in their dual representation, Respondent violated Rule of Professional Conduct 3-310(C)(1) and 3-310(C)(2). By willfully allowing the $5000.00 settlement check to go stale, Respondent failed to perform competently the legal services for which he was employed, in violation of Rule of Professional Conduct 3-110(A). By failing to distribute the settlement funds

from the $32,000.00 to Kathleen Camp upon her repeated written requests, Respondent failed to promptly or deliver to his client the funds in his possession which she was entitled to receive. By willfully misappropriating to his own use and benefit the $32,000.00 in settlement funds that the Camps were entitled to receive, Respondent committed acts of moral turpitude and dishonesty, in violation of Business and Professions Code section 6106.

Case No. 04-O-11981 (Lannette Gee):

Facts: On October 11, 2003, Lannette Gee employed Respondent to obtain a modification of a child support order in a matter entitled, *In re the Marriage of Gee*, San Mateo County Superior Court case number 057645 ("the *Gee* case"), and paid him $1500.00 as advanced fees and costs. At that time, Respondent told Ms. Gee that the modification order would probably be obtained by December 2003 and the attorney's fees would probably be $100 or less, and Ms. Gee provided Respondent with all necessary documentation, including a copy of her paycheck.

On October 17 and November 4, 2003, Ms. Gee sent Respondent electronic messages asking him if he needed anything further from her, and advising him of her former husband's impending move and providing her husband's calendar, so that Respondent would be able to arrange for service on him. Respondent did not respond to Ms. Gee's messages. On October 22 and October 24, 2003, Ms. Gee also left respondent telephone messages requesting a status report. Respondent did not respond to those messages in any way. On November 10, 2004, Ms. Gee left a telephone message for Respondent asking about the motion papers, and advising respondent that her ex-husband had sold his home and would be moving out by November 26, 2003. Respondent again did not respond to her telephone message. On November 11, 2003, Ms. Gee left yet another telephone message for Respondent requesting a status report because of her concern about her ex-husband's impending move out of the area. Respondent did not respond to Gee's telephonic request for a status report in any way. On November 12, 2003, Ms. Gee left a telephone message for respondent requesting a status report; Respondent did not respond to Gee's telephonic request for a status report in any way. On November 14, 2003, Ms. Gee left a telephone message for respondent expressing her dissatisfaction with his lack of response to her electronic mail and telephone calls, and demanding the return of her unearned fees. Later that day a member of Respondent's staff responded to Ms. Gee by saying that her case was being worked on and that Respondent would communicate with her as soon as possible; however, he failed to contact her. On November 18, 2003, Ms. Gee left a telephone message for respondent reporting that her husband had sold his home and was moving out of the area, and that if Respondent did not communicate with her, she would find another attorney. Respondent finally replied, and sent Ms. Gee the draft motion papers via electronic mail. On November 21, 2003, Respondent filed a Notice of

Motion for Modification of Child Custody and Child Support and for Attorney's Fees, and obtained a hearing date and time of December 23, 2003, and served Ms Gee's husband himself. However, although Ms. Gee had provided a copy of her paycheck to Respondent at their initial meeting, he failed to attach a copy of it as required to the Income and Expense Declaration. On December 1, 2003, Ms. Gee's ex-husband informed her that they would have to go to Family Court mediation regarding child custody and support before the hearing can take place. Ms. Gee immediately telephoned Respondent because she was concerned that she would lose the December 23, 2003 hearing date if mediation had not taken place. Ms. Gee was not able to talk directly to Respondent; however, a member of his staff told her that they would investigate the requirements and let her know. However, Respondent failed to return her call.

On December 3, 2003, Ms. Gee received a copy of the motion papers with a transmittal letter from Respondent that failed to address her concern about losing the court date because of mediation. On December 15, 2003, Ms. Gee again telephoned Respondent's office about mediation and a member of Respondent's staff said they were "still checking"; however, Respondent failed to contact Ms. Gee about her concerns. On December 22, 2003 – the day before the hearing – M. Gee telephoned Respondent's office regarding the hearing and mediation. A member of Respondent's staff informed Ms. Gee that the mediation would occur the following day; however, she was unable to talk to him. Respondent never prepared Ms. Gee for the mediation or the hearing. On December 23, 2003, Respondent appeared in court late for the hearing. The court commissioner chastised Respondent for failing to attach copies of Ms. Gee's paycheck to the motion papers and denied Ms. Gee's motion for attorney's fees, but granted modification of the child support order subject to the verification of income. Respondent was ordered to prepare the order after hearing for the commissioner's consideration. Respondent then told Ms. Gee's ex-husband that he could expect to receive the proposed order the first week in January 2004.

On December 24, 2003, Gee left a message for Respondent to the effect that she was unhappy that respondent had not attached her paycheck stubs to the motion papers and was concerned that inaccurate income figures were used by the court to calculate the modified child support. Although Ms. Gee requested that Respondent contact her, he again failed to do so. On December 30, 2003 and January 5 and January 14, 2004, Ms. Gee left another message for Respondent to the effect that her former husband's stated income figures were questionable, and asking him to check the calculations and call her. Respondent did not respond in any way to Ms. Gee's telephone messages. On January 19, 2004 and February 5 and February 9, 2004, Gee again called Respondent to report that his failure to provide the proposed order to her former husband was causing conflict with him. Respondent informed Ms. Gee that he would prepare the formal order; however, he failed to do so.

On February 18 and February 24, 2004, Ms. Gee telephoned Respondent's office to notify respondent that her ex-husband had reduced his child support payment for the month of February and requested immediate return calls. Respondent again failed to reply. By electronic mail sent on March 10, 2004, Ms. Gee asked Respondent when her matter would be completed and advised Respondent that her ex-husband had not paid child support for the month of March. Respondent failed to respond. By letter dated March 22, 2004, sent by certified mail, Ms. Gee complained to Respondent that he had ignored her telephone messages and electronic mail, and that her former husband was not paying the court-ordered child support. Respondent again failed to reply.

On or about May 6, 2004, Gee submitted a complaint against Respondent to the State Bar. After the intervention of the State Bar, Respondent finally sent the proposed order to Ms. Gee's former husband in December 2004. Furthermore, Respondent failed to follow up on the proposed order, and the former husband never signed it. Thereafter, Ms. Gee terminated Respondent's services and requested that he sign a substitution of attorney. Ms. Gee's subsequent counsel also contacted Respondent by telephone and mail to request that he sign the substitution; Respondent failed to Respondent failed to reply to either of them, or to execute a substitution. Ms. Gee was forced to incur the expense of having the order after hearing prepared and filed by her new attorney.

Conclusions of Law: By recklessly failing to prepare Ms. Gee for the mediation and court hearing, and by recklessly appearing in court late, and recklessly by failing to attach Ms. Gee's paycheck to the Income and Expense Declaration, and by recklessly failing to prepare the proposed order for one year after the hearing or to finalize it, and by recklessly failing to address the child support not paid to Ms. Gee pursuant to the court's determination, Respondent failed to perform the legal services for which he was employed competently, in violation of Rule of Professional Conduct 3-110(A). By willfully failing to respond to Ms. Gee's numerous requests for a status report and her other concerns about her case, Respondent failed to respond promptly to reasonable status inquiries of a client, in violation of Business and Professions Code section 6068(m). By willfully failing to sign a substitution of attorney, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client, in violation of Rule of Professional Conduct 3-700(A)(2).

AGGRAVATING CIRCUMSTANCES.

Multiple Acts of Misconduct: The stipulated misconduct involves four different matters.

Significant Harm: Respondent's failure to communicate with Ms. Gee or to conclude her case in a timely fashion, caused her marital dissolution to be more acrimonious, resulted in increased stress to Ms. Gee, and deprived her of child support to which she was entitled. Respondent's inaction exacerbated Mr. Garcia's stress during his dissolution. Respondent's misappropriation of Ms. Camp's settlement funds caused her significant financial and emotional distress.

Additional Aggravating Circumstance: Respondent failed to cooperate and participate in mandatory fee arbitration with Ms. Dennis, as attorneys are required to do under Business and Professions Code section 6200(c).

MITIGATING CIRCUMSTANCES.

Facts Supporting Mitigating Circumstances.

Candor and cooperation: Respondent has been completely candid and cooperative with the State Bar during its investigation and resolution of these cases.

Additional Mitigating Circumstances.

No prior discipline: Although the stipulated misconduct is serious, it is worth noting that Respondent has had no prior record of discipline since being admitted in 1981.

Remorse: Although he did not do so until after the State Bar, Respondent has agreed as follows: *In the Gee case*: to refund in full the advanced attorney fees and costs paid to him by Ms. Gee; *In the Garcia case*: to refund in full the advanced attorney fees and costs paid to him by Mr. Garcia. *In the Camps' matter*: to repay to the Camps, in full plus interest, the $32,000.00 settlement funds which he misappropriated, and to pay to the Camps, in full plus interest, the $5000.00 that they lost as a result of his inaction. As an indication of his remorse, Respondent has agreed to refund the advanced attorney fees and costs paid to him by Ms. Gee and Mr. Garcia to them in full, as well as reimburse them for the costs they incurred to have him removed as counsel of record because he did not sign substitutions of attorney.

Objective Steps: Although he did not do so until after the intervention of the State Bar, at the request of the State Bar, Respondent has now revised his fee agreement to omit the requirement that his clients pay the greater of a contingency fee or his standard hourly rate.

Participation in Lawyer's Assistance Program. On March 4, 2005, Respondent contacted the State Bar Lawyer Assistance Program("LAP"). On March 24, 2005, he completed the LAP intake interview and signed the pre-enrollment evaluation plan. At the conclusion of the LAP evaluation, Respondent met with the LAP Evaluation Committee and signed a long-term participation plan on July 31, 2005.

PENDING PROCEEDINGS.

The disclosure date referred to on page one, paragraph A.(6), was September 20, 2005.

RESTITUTION.

Respondent waives any objection to immediate payment by the State Bar Client Security Fund upon a claim or claims for the principal amounts of restitution set forth below:

In accordance with the timetable set forth in the in the State Bar Court Program to be executed between the State Bar Court and Respondent on the captioned case, Respondent must make restitution as follows:

Victor Garcia, or the Client Security Fund if it has paid, in the principal amount of $2015.67, plus interest at the rate of 10% per annum from June 1, 2005, until paid in full and furnish satisfactory evidence of restitution to the State Bar Court.

Lannette Gee: or the Client Security Fund if it has paid, in the principal amount of $1825.00, plus interest at the rate of 10% per annum from June 1, 2005, until paid in full and furnish satisfactory evidence of restitution to the State Bar Court.

Kathleen A. Camp, or the Client Security Fund if it has paid, in the principal amount of $16,000.00, plus interest at the rate of 10% per annum from April 1, 2003, and $2500.00, plus interest at the rate of 10% per annum from December 1, 2004, until paid in full and furnish satisfactory evidence of restitution to the State Bar Court.

Dariel Camp, or the Client Security Fund if it has paid, in the principal amount of $16,000, plus interest at the rate of 10% per annum from April 1, 2003, and $2500.00, plus interest at the rate of 10% per annum from December 1, 2004, until paid in full and furnish satisfactory evidence of restitution to the State Bar Court.

ADDITIONAL RESTITUTION CONDITION.

Fee arbitration in Dennis matter:, Respondent hereby agrees to write to Ms. Dennis, within ninety days from the date he signs this stipulation, and therein offer to initiate and participate in State Bar fee arbitration upon Ms. Dennis' request regarding his outstanding dispute with Respondent about $8,250.00 in advanced fees. Respondent further agrees to initiate and participate in fee arbitration upon Ms. Dennis' request, and to abide by the final order if any there be. Respondent understands and agrees that his failure to write the letter, or to initiate or participate in fee arbitration upon Ms. Dennis' request, or to abide by the final order, if any there be, may constitute a violation of this stipulation.

(Do not write above this line.)

In the Matter of	Case number(s):
DAVID C. CULVER	04-O-11194; 04-O-11746; 04-O-11964; 04-O-11981

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.

9/23/05 Date	Respondent's signature	DAVID C. CULVER Print name
Sept 26 2005 Date	Respondent's Counsel's signature	JONATHAN ARONS Print name
9/26/05 Date	Deputy Trial Counsel's signature	CYDNEY BATCHELOR Print name

(Do not write above this line.)

In the Matter of	Case number(s):
DAVID C. CULVER	04-O-11194; 04-O-11746; 04-O-11964; 04-O-11981

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.

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.)

Date Jan 9, 2006

Pat McElroy
Judge of the State Bar Court