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State Bar Court of California Hearing Department Los Angeles		kwiktag® 018 038 654 
<p>Counsel For The State Bar</p> <p>Michael J. Glass Deputy Trial Counsel 1149 South Hill Street Los Angeles, CA 90015-2299 (213) 765-1254</p> <p>Bar # 102700</p> <p>Counsel For Respondent</p> <p>Edward O. Lear, Esq. Century Law Group LLP 5200 W. Century Blvd., #345 Los Angeles, CA 90045 (310) 642-6900</p> <p>Bar # 132699</p>	<p>Case Number (s)</p> <p>04-O-11943; 04-O-15140; 05-O-00069; 05-O-00312; 05-O-01125; 05-O-01154; 05-O-02903; 05-O-03637; 05-O-04820; 05-O-04863; 06-O-12431; 06-O-12218; 06-O-13717; 06-O-14052; 07-O-10995; 07-O-11280; 07-O-11985; 07-O-12275; 08-O-11681; 07-O-14985 (Inv.); 08-O-14770 (Inv.); 09-O-18118 (Inv.); and 10-O-08273 (Inv.)</p>	<p>(for Court's use)</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">PUBLIC MATTER</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">FILED</p> <p style="text-align: center; font-size: 18pt;">FEB 02 2011</p> <p style="text-align: center;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p> <p style="text-align: center;">Submitted to: Settlement Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p> <p style="text-align: center; font-weight: bold;">STAYED SUSPENSION; NO ACTUAL SUSPENSION</p> <p><input checked="" type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>
<p>In the Matter Of: Craig Thomas Wormley</p> <p>Bar # 182137</p> <p>A Member of the State Bar of California (Respondent)</p>		

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 **June 5, 1996**.
- (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 consists of **34** pages, not including the order.
- (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) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) 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.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):

- costs added to membership fee for calendar year following effective date of discipline.
- costs to be paid in equal amounts prior to February 1 for the following membership years: **February 1 in three billing cycles following the effective date of discipline.**
(hardship, special circumstances or other good cause per rule 284, Rules of Procedure)
- costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
- costs entirely waived

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

- (1) **Prior record of discipline** [see standard 1.2(f)]
- (a) State Bar Court case # of prior case **04-O-10012, et al.;**
- (b) Date prior discipline effective **to be determined; Decision filed on July 7, 2010, in State Bar Court Hearing Department, in Case Nos. 04-O-10012, et. al.**
- (c) Rules of Professional Conduct/ State Bar Act violations: **rules 1-400(D)(2)| 4-100(B)(4); 3-700(D)(1); 4-100(B)(3); 3-700(D)(2); and 3-100(A);**
- (d) Degree of prior discipline **4 year stayed suspension, 5 years probation with conditions, including a 15 month actual suspension with credit for inactive enrollment, which was effective September 15, 2007, through September 13, 2009, under Business and Professions Code section 6233.**
- (e) If Respondent has two or more incidents of prior discipline, use space provided below or a separate attachment entitled "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.

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- (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. **See Attachment Page 25.**
- (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 with 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.

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- (12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) **No mitigating circumstances** are involved.

Additional mitigating circumstances

D. Discipline:

- (1) **Stayed Suspension:**
- (a) Respondent must be suspended from the practice of law for a period of **two (2) years**.
- I. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. and until Respondent does the following:

The above-referenced suspension is stayed.

- (2) **Probation:**

Respondent is placed on probation for a period of **five (5) years**, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18 California Rules of Court)

E. Additional Conditions of Probation:

- (1) During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (2) Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), 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.
- (3) Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.
- (4) Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must 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. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

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

- (5) Respondent must be assigned a probation monitor. Respondent must 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 must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (6) Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation 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 must provide to the Office of Probation satisfactory proof of attendance at a session of the State Bar Ethics School, and passage of the test given at the end of that session.
- No Ethics School recommended. Reason: **Respondent's probation runs concurrently with the probation ordered as to Respondent in Case Nos. 04-O-10012, et al. Ethics School was ordered as a condition of Respondent's probation in Case Nos. 04-O-10012, et al.**
- (8) Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.
- (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 checked="" type="checkbox"/> Financial Conditions |

F. Other Conditions Negotiated by the Parties:

- (1) **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation within one year. **Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.**
- No MPRE recommended. Reason: **Respondent's probation runs concurrently with the probation ordered as to Respondent in Case Nos. 04-O-10012, et al. Passage of the MPRE was ordered as a condition of Respondent's probation in Case Nos. 04-O-10012, et al.**
- (2) **Other Conditions:**

In the Matter of
CRAIG THOMAS WORMLEY
 Member # **182137**
 A Member of the State Bar

Case Number(s):
 04-O-11943; 04-O-15140; 05-O-00069; 05-O-00312;
 05-O-01125; 05-O-01154; 05-O-02903; 05-O-03637;
 05-O-04820; 05-O-04863; 06-O-12431; 06-O-12218;
 06-O-13717; 06-O-14052; 07-O-10995; 07-O-11280;
 07-O-11985; 07-O-12275; 08-O-11681; 07-O-14985 (Inv.);
 08-O-14770 (Inv.); 09-O-18118 (Inv.); and 10-O-08273 (Inv.)

Financial Conditions

a. Restitution

- Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs.

Payee	Principal Amount	Interest Accrues From
Steven Shaw	\$2800.00	November 26, 2004
Samuel Garcia Meza	\$5,000.00	August 11, 2004
Jennifer Jones	\$1,875.00	August 16, 2005
CSF (for restitution paid by CSF to Jaqueline Meyer)	\$2,500.00	June 30, 2008
CSF (for restitution paid by CSF to Tom Herr)	\$5,000.00	August 5, 2008
CSF (for restitution paid by CSF to Nancy Toney)	\$8,000.00	November 20, 2008
CSF (for restitution paid by CSF to Alejandro Medina)	\$4,600.00	December 31, 2008
Alejandro Medina	\$400.00	November 15, 2004
Emma Valdez	\$5,000.00	October 20, 2006
Anthony Lee	\$10,000.00	August 5, 2007
Carlos Herrera	\$15,000.00	February 18, 2006
Austin Rios	\$22,000.00	April 11, 2009
Ronald Smith	\$3,000.00	June 12, 2010

- Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than **five years from the effective date of discipline**.

b. Installment Restitution Payments

- Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of payment to the Office of Probation with each quarterly probation report, or as otherwise directed by the Office of Probation. No later than 30 days prior to the expiration of the period of probation (or period of reprobation), Respondent must make any necessary final payment(s) in order to complete the payment of restitution, including interest, in full.

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency
Steven Shaw	One payment of \$500 must be made monthly either to CSF or any of the below listed complaining witnesses.	The minimum payment of \$500 per month must be made on the first day of each month beginning the month following effective date of discipline.

In the Matter of
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 07-O-11985; 07-O-12275; 08-O-11681; 07-O-14985 (Inv.);
 08-O-14770 (Inv.); 09-O-18118 (Inv.); and 10-O-08273 (Inv.)

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency
Samuel Garcia Meza	One payment of \$500 must be made monthly either to CSF or any of the below listed complaining witnesses.	The minimum payment of \$500 per month must be made on the first day of each month beginning the month following effective date of discipline.
Jennifer Jones		
CSF (for restitution paid by CSF to Jaqueline Meyer)		
CSF (for restitution paid by CSF to Tom Herr)		
CSF (for restitution paid by CSF to Nancy Toney)		
CSF (for restitution paid by CSF to Alejandro Medina)		
Alejandro Medina		
Emma Valdez		
Anthony Lee		
Carlos Herrera		
Austin Rios		
Ronald Smith		

c. Client Funds Certificate

- 1. If Respondent possesses client funds at any time during the period covered by a required quarterly report, Respondent must file with each required report a certificate from Respondent and/or certified public accountant or other financial professional approved by the Office of Probation, certifying that:
 - a. Respondent as 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.

(Financial Conditions form approved by SBC Executive Committee 10/16/2000. Revised 12/16/2004; 12/13/2006.)

In the Matter of
CRAIG THOMAS WORMLEY
Member # **182137**
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Case Number(s):
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07-O-11985; 07-O-12275; 08-O-11681; 07-O-14985 (Inv.);
08-O-14770 (Inv.); 09-O-18118 (Inv.); and 10-O-08273 (Inv.)

- 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 Office of Probation 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.

d. Client Trust Accounting School

- Within one (1) year of the effective date of the discipline herein, Respondent must supply to the Office of Probation 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.

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: CRAIG THOMAS WORMLEY

CASE NUMBER(S): 04-O-11943; 04-O-15140; 05-O-00069; 05-O-00312; 5-O-01125;
05-O-01154; 05-O-02903; 05-O-03637; 05-O-04820; 05-O-4863;
06-O-12431; 06-O-12218; 06-O-13717; 06-O-14052; 07-O-0995;
07-O-11280; 07-O-11985; 07-O-12275; 08-O-11681; 07-O-14985 (Inv.);
08-O-14770 (Inv.); 09-O-18118 (Inv.); and 10-O-08273 (Inv.)

FACTS AND CONCLUSIONS OF LAW.

Respondent Craig Thomas Wormley (“Respondent”) admits that the following facts are true and that he is culpable of violation of the specified statutes and/or Rules of Professional Conduct.

Background Facts

Craig T. Wormley (“Respondent”) admits that the following facts are true and that he is culpable of violations of the specified statutes and/or Rules of Professional Conduct.

1. Prior to September 2003, Respondent formed a legal partnership, the Wormley Virgilio Law Group (“the Law Group”), which had its main office in Santa Monica, California. Respondent was the managing partner of the Law Group.
2. Respondent anticipated that the Law Group would handle criminal defense cases throughout California. To that end, Respondent ran extensive advertising for the Law Group both in Northern and Southern California.
3. Respondent planned to associate in local counsel for many matters, who would be independent contractors. He expected to pay the local attorneys a percentage of the money the Law Group collected from the client to perform the services for which the Law Group was hired. However, Respondent took no steps to ensure that the clients who hired the Law Group, as a result of the extensive advertising, were referred to other attorneys and actually received the services for which they employed the Law Group.
4. Respondent took no steps to ensure that the Law Group’s employees were properly trained or supervised.
5. Moreover, Respondent delegated authority to non-attorney employees of the Law Group to meet with clients; evaluate the clients’ legal issues; give legal advice; decide whether the Law Group would accept their cases; and set legal fees.

6. Respondent failed to regularly attend client meetings; examine the Law Group's policies and practices concerning the intake of cases; review the Law Group's finances; and take adequate steps to monitor the actions of the Law Group's employees during the time the partnership was in operation.

Case No. 05-O-00069

I. Facts

7. In 2004, Randy L. Rein ("Rein") sought legal representation for misdemeanor charges pending against him.
8. On July 20, 2004, Rein met with a non-attorney employee, Randy Hintzen ("Hintzen"), of the Law Group to discuss the misdemeanor criminal matter. During that meeting, Rein signed a retainer agreement with the Law Group. Rein authorized a \$2,000 charge to his credit card to pay for attorney fees.
9. On September 2, 2004, Respondent made an appearance for Rein and entered a not guilty plea on behalf of Rein.
10. After September 2, 2004, Respondent did not contact Rein to discuss his case. Rein left numerous messages for Respondent to discuss the status of his case, but Respondent did not return Rein's calls. Additionally, Rein scheduled a meeting with Respondent from September 9 and September 14, 2004 to discuss his case, but Respondent failed to meet with Rein on either date.
11. On September 17, 2004, Rein sent letters to Respondent and Hintzen in which he complained about the lack of communication by Respondent and Hintzen and demanded a refund of the \$2,000 in fees paid. Rein indicated that he would complain to the State Bar of California if Respondent did not contact him by September 20, 2004. Respondent contacted Rein on September 20, 2004.
12. On October 21, 2004, Respondent appeared one hour late for a pre-trial hearing on Rein's behalf.
13. Following the October 21, 2004 hearing, Rein left approximately 10 messages for Respondent with the Law Group in which he requested that Respondent return his calls to discuss the status of his case. Respondent did not return Rein's calls.
14. On November 2, 2004, Rein sent a letter to Respondent in which he complained that Respondent failed to communicate with him; failed to arrange for an investigator to go to the scene of his alleged crime as promised; failed to promptly obtain the police report as promised; and failed to contact Respondent's friend, Lonnie Felker, the head District

Attorney of Santa Clarita, as promised. In the letter, Rein stated that he hired another attorney and demanded a refund of \$1500.

15. On November 22, 2004, Respondent sent a letter in response to Rein's November 2, 2004 letter in which he claimed that he had earned the fee paid. In the letter, Respondent claimed that Rein had spoken with Hintzen and referred to Hintzen as "an associate of our firm." Respondent's fee agreement stated that the Law Group may "assign, hire and/or associate with other attorneys to assist in Client's case...." (Italics added.)
16. In a letter to the State Bar dated October 31, 2005 from Respondent's counsel, Hintzen was also identified as an attorney.
17. At no time did Hintzen or anyone from the Law Group inform Rein that Hintzen was not a California attorney. Throughout his discussions with Hintzen, Rein believed that Hintzen was a California attorney as Hintzen informed Rein that he was an attorney and as Hintzen had provided legal advice to him.

II. Conclusions of Law

By not responding to Rein's calls, 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 wilfull violation of Business and Professions Code, section 6068 (m).

By allowing Hintzen to provide legal advice to Rein and hold himself out as a California attorney, Respondent wilfully aided a person in the unauthorized practice of law and thus wilfully violated Rule of Professional Conduct 1-300(A).

Case No. 05-O-00312

I. Facts

18. On June 22, 2004, Ashley Gordon ("Gordon") employed Respondent through his intermediary, Steve Shaw ("Shaw"), to represent him in a criminal matter in the Los Angeles County Superior Court entitled, People v. Ashley Gordon, case number LA043303. Shaw paid the Law Group \$10,000 as fees.
19. On June 22, 2004, Shaw provided Respondent with copies of related police reports, as well as a copy of the felony complaint.
20. On June 23, 2004, Respondent sent an associate to appear in court for a hearing on behalf of Gordon, despite Respondent's representation to Shaw that he would personally appear at the hearing to submit the relevant evidence, including witness statements, and to petition the court to drop all charges. The associate had no

knowledge of Gordon's case. During the hearing, the associate requested that the matter be continued for two weeks without consulting or obtaining Gordon's consent, and the associate did not present any witness statements to the court. As such, Gordon remained incarcerated for an additional two weeks.

21. On or about June 25, 2004, Gordon's friend, Philip Shirley, called Respondent and terminated Respondent services on Gordon's behalf due to Respondent's failure to personally appear at the hearing and present witness statements.
22. On or about June 30, 2004, attorney Arvin Sachdeva ("Sachdeva") was hired to represent Gordon in his criminal matter. After interviewing Gordon and witnesses, Sachdeva had the charges dismissed against Gordon in July 2004.
23. On November 26, 2004, Shaw sent a certified letter to Respondent in which he requested a full refund of the \$10,000 fee. Respondent received the November 26, 2004 letter, but refused to accept it.
24. On or about December 1, 2004, Shaw sent a certified letter to Respondent, signed by Gordon, in which he requested a full refund of the \$10,000 fee. Respondent received the December 1, 2004 letter, but refused to accept it.
25. On January 20, 2005, Gordon submitted a complaint against Respondent to the State Bar of California ("the State Bar").
26. On February 15, 2005, State Bar Investigator Laurie Collier ("Collier") sent a letter to Respondent concerning Gordon's complaint. In the letter, Collier requested that Respondent provide an accounting of the fees paid by Shaw and provide Gordon with a notice of his right to fee arbitration.
27. On March 16, 2005, Respondent sent Shaw a Notice of Client's Right to Arbitration.
28. On March 17, 2005, Respondent sent a response to Collier's letter in which he indicated that the Law Group disputed that a refund was due, but Respondent did not provide an accounting to the State Bar or to Gordon or Shaw.
29. On October 12, 2005, State Bar Investigator Keith Jones ("Jones") sent a letter to Respondent's counsel in which he requested the accounting.
30. On October 28, 2005, Respondent's counsel sent a letter to Jones with an accounting in which he reiterated Respondent's position that a refund was not due.

II. Conclusions of Law

By not refunding to Shaw or Gordon any of the \$10,000 paid by Shaw on Gordon's behalf after his employment was terminated in June 2004, Respondent wilfully failed to refund promptly a

fee paid in advance that was not earned in wilfull violation of Rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 05-O-01125

I. Facts

31. On June 17, 2004, Samuel Garcia Meza (“Meza”) hired the Law Group, through the Law Group’s employee Omar Herrera, to represent him in a criminal matter filed in the Los Angeles County Superior Court entitled *People v. Samuel Garcia Meza*, case number VA083394 on June 17, 2004. On June 17, 2004, Meza paid \$5,000 to the Law Group as fees.
32. On June 18, 2004, Respondent sent an associate to appear in court on Meza’s behalf and obtained a continuance.
33. Respondent sent an associate to appear at two other court appearances in Meza’s case, including an early disposition hearing on June 24, 2004. The associate was unfamiliar with Meza’s case. The associate requested continuances of the case.
34. In or about August 2004, Meza terminated the Law Group’s employment as Respondent never met with Meza or discussed Meza’s case with him; and as Respondent sent attorneys to appear in court on his behalf, who were unfamiliar with the facts of Meza’s case.
35. In or about August 2004, Meza hired attorney Michael Baker (“Baker”) for the purpose of requesting a refund of fees from Respondent.
36. In or about August 2004, Meza’s attorney Baker sent a letter to Respondent on Meza’s behalf in which he requested a refund of the \$5,000 paid by Meza. In addition, Baker requested Respondent to contact him by August 12, 2004 to resolve the matter. Respondent did not respond to Baker’s letter and did not refund any portion of the \$5,000 fee.
37. On February 25, 2005, Meza submitted a complaint against Respondent to the State Bar of California (“the State Bar”).
38. On March 29, 2005, State Bar Investigator Laurie Collier (“Collier”) sent a letter to Respondent concerning Meza’s complaint. In the letter, Collier requested that Respondent provide a detailed explanation of all services performed on Meza’s behalf by April 12, 2005. Respondent did not respond to Collier’s letter.

39. On April 15, 2005, Collier sent another letter to Respondent in which she requested a response to her March 29, 2005 letter by April 29, 2005. Respondent did not respond to Collier's letter by April 29, 2005.
40. On August 30, 2005, Respondent's counsel sent a letter to Collier in which he indicated that a Notice of Client's Right to Arbitration was sent to Meza on August 22, 2005.
41. Respondent did not earn the \$5,000 fee paid by Meza.

II. Conclusions of Law

By not meeting with Meza; by not discussing Meza's case with him; and by sending associates to appear in court on his behalf, who were unfamiliar with the facts of Meza's case, Respondent intentionally or recklessly failed to perform legal services with competence in wilfull violation of Rule 3-110(A) of the Rules of Professional Conduct.

By not refunding to Meza any of the \$5,000 after his employment was terminated in or about August 2004, Respondent wilfully failed to refund promptly a fee paid in advance that was not earned in violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 05-O-01154

I. Facts

42. On December 2, 2003, a criminal case was filed against Rachel Lee Meyer ("Meyer") and another defendant in the United States District Court entitled *United States of America v. Danny Joseph Fabricant and Rachel Lee Meyer*, case number 03-CR-1257(A) RSWL.
43. On July 28, 2004, Meyer was found guilty of three counts. A sentencing hearing was set for October 25, 2004.
44. On August 2, 2004, Meyer's mother, Jacqueline J. Meyer ("Jacqueline"), met with Randy Hintzen ("Hintzen") for legal representation of Meyer, including the handling of a motion for new trial and/or other post-conviction relief. During the meeting, Hintzen told Jacqueline that Respondent would represent Meyer in court and that attorney Michael Plaut ("Plaut"), would prepare all motions. Jacqueline signed a retainer agreement in which she agreed to a \$5,000 fee. Jacqueline gave Hintzen a \$2,500 check, post-dated August 15, 2004.
45. On August 10, 2004, Hintzen told Jacqueline that he would speak with Plaut to obtain the client file from Meyer's trial attorney.

46. On August 12, 2004, Plaut informed Jacqueline that the transcripts had to be requested and that nothing could be done without the transcripts. Jacqueline informed Plaut that she already had the transcripts, but Plaut replied that the transcripts had to come from the court to authenticate the transcripts. Plaut also told Jacqueline that someone would visit Meyer in the holding facility by August 17, 2004 and that the transcripts would be ordered. Concerned that nothing had actually been done on Meyer's case, Jacqueline placed a stop-payment order on the post-dated check.
47. On August 13, 2004, Hintzen called Jacqueline about the stop-payment order on the post-dated check. Hintzen informed Jacqueline that the transcripts had been ordered and that either Respondent or Plaut would be visiting Meyer in jail. Believing that the visit to Meyer was imminent, Jacqueline gave Hintzen her credit card information and authorized a charge of \$2,500.
48. On September 3, 2004, prior to the sentencing hearing, a substitution of attorney was filed naming Respondent as attorney of record for Meyer.
49. On October 25, 2004, the day of the sentencing hearing and status conference regarding miscellaneous ex parte motions, Plaut visited Meyer in jail, but only spent a few minutes with her. No counsel appeared on behalf of Meyer during the October 25, 2004 hearing. The court continued the sentencing hearing to December 20, 2004.
50. No one notified Meyer that an attorney would not be appearing on her behalf for the October 25, 2004 sentencing hearing.
51. On October 25, 2004, Jacqueline called the Law Group and left a message in which she requested Respondent to call her back with the status of the case. Respondent did not return Jacqueline's call.
52. On December 20, 2004, no counsel appeared on behalf of Meyer during the hearing. The court issued an order to show cause as to why sanctions should not be imposed against Respondent for his failure to appear for the last two court hearings ("the OSC"). The court set a hearing on the OSC for January 3, 2005.
53. No one notified Meyer that an attorney would not be appearing on her behalf for the December 20, 2004 sentencing hearing.
54. On December 20, 2004, Jacqueline called the Law Group and left a message in which she requested an explanation for Respondent's failure to appear during the sentencing hearing on Meyer's behalf. Respondent did not return Jacqueline's call.
55. On January 3, 2005, no counsel appeared on behalf of Meyer during the sentencing hearing. Instead, Respondent filed a declaration denying any knowledge of the previous court dates. Respondent also stated that he had been hired for post-conviction relief, not for representation during the sentencing hearing. On January 3, 2005, the court imposed a \$5,000 sanction against Respondent. Meyer's sentencing hearing was not

held because no counsel had appeared on her behalf. The court continued the sentencing hearing to January 7, 2005. The court set a status conference for January 7, 2005, and ordered Meyer's former defense counsel, David Reed ("Reed") to appear for the conference.

56. No one notified Meyer that an attorney would not be appearing on her behalf for the sentencing hearing on January 3, 2005.
57. On January 3, 2005, Jacqueline called Respondent's law office and left a message with office staff requesting Respondent to call her back to let her know why Respondent failed to appear in court. Respondent did not return Jacqueline's call.
58. On January 7, 2005, Respondent appeared in court and informed Meyer that he would refund the \$2,500 to Jacqueline.
59. Respondent did not refund the \$2,500 to Jacqueline or to Meyer.
60. On January 7, 2005, the court re-appointed Reed to represent Meyer.
61. No documents were filed by Respondent or agents of the Law Group on Meyer's behalf requesting post-conviction relief.
62. Respondent did not adequately supervise the Law Group's employees handling of Meyer's case. No counsel appeared in court or filed documents for Meyer, despite Hintzen's representations to Jacqueline on August 2, 2004, that court appearances would be made and motions would be filed for Meyer. As of August 30, 2005, no one had requested the transcripts on behalf of Meyer as represented by Hintzen on August 13, 2004.
63. Respondent did not file requests for post-conviction relief for Meyer.
64. Respondent did not request the transcripts.
65. Respondent did not provide representation for Meyer during the sentencing hearings on October 25 and December 20, 2004, and January 3, 2005.
66. Respondent did not provide legal services of value to Meyer.

II. Conclusions of Law

By not adequately supervising the Law Group's employees' handling of Meyer's case; by not filing requests for post-conviction relief for Meyer; by not requesting the transcripts; and by not providing representation for Meyer during the sentencing hearings on October 25 and December 20, 2004, and January 3, 2005, Respondent intentionally, recklessly and repeatedly failed to perform legal services with competence in wilfull violation of rule 3-110(A) of the Rules of Professional Conduct.

By not returning to Jacqueline or to Meyer any of the \$2,500 paid by Jacqueline on Meyer's behalf, Respondent wilfully failed to refund promptly a fee paid in advance that was not earned in wilfull violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 05-O-03637

I. Facts

67. On December 8, 2003, Lawrence Hartshorn ("Hartshorn"), through his mother, Donna Hartshorn Bishop ("Bishop"), employed Respondent to represent Hartshorn in two criminal matters later filed in Contra Costa County entitled, *People v. Lawrence N. Hartshorn*, case number 04-139515-1 and *People v. Lawrence N. Hartshorn*, case number 05-041337-7, on January 23, 2004 and August 24, 2004, respectively. Respondent was paid \$5,000 as an initial retainer and \$6,700 as fees.
68. The Law Group hired an attorney in Pleasanton, California, Patrick Meeks ("Meeks") to represent Hartshorn.
69. In July 2004, Hartshorn terminated Respondent's employment. Hartshorn became dissatisfied with several continuances of case number 04-139515-1 obtained by Meeks. Further, Meeks stopped representing Hartshorn when the firm stopped paying Meek's fees. Bishop requested a refund of unearned fees from the Law Group.
70. In July 2004, Respondent sent a Notice of Client's Right to Arbitration to Bishop.
71. On August 11, 2004, Bishop submitted a request for fee arbitration with the Contra Costa County Bar Association ("CCCBA").
72. On August 18, 2004, CCCBA referred Bishop to the State Bar of California's Mandatory Fee Arbitration Program to handle the fee arbitration. The matter was referred to the Committee on Arbitration of the Los Angeles County Bar Association Dispute Resolution Services ("DRS") for handling.
73. On January 26, 2005, DRS sent a notice of hearing to Bishop, Hartshorn, the Law Group, and Meeks regarding an arbitration hearing scheduled for February 23, 2005.
74. On March 7, 2005, DRS awarded Hartshorn a refund of \$7,902.08, including the additional flat rate retainer of \$6,700; \$708 for the arbitration filing fee; \$494.08 in interest from February 14, 2005; and \$1.28 interest per diem after March 7, 2005 against Respondent.
75. On July 14, 2005, Respondent sent a letter to Bishop with a partial payment of \$1,500 toward the amount awarded. In the letter, Respondent informed Bishop that he would

be sending another check very soon for the remaining balance. Respondent did not pay the remaining balance.

76. On August 1, 2005, Bishop submitted a complaint to the State Bar of California regarding Respondent's failure to return the remaining unearned fees and failure to fully comply with the arbitration award.
77. On August 12, 2005, Respondent's staff member, Kevin Wormley, sent a letter to Bishop acknowledging that the Law Group agreed to binding arbitration before DRS and that the Law Group would continue to make payments until the refund was paid in full.
78. On or about January 9, 2006, Respondent sent Bishop \$3,000 in partial payment of the arbitration award.

II. Conclusions of Law

By not returning any of the \$6,700 to Bishop or Hartshorn until July 2005, after Respondent's employment was terminated in July 2004, Respondent wilfully failed to refund promptly a fee paid in advance that was not earned in wilfull violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 05-O-04863

I. Facts

79. On February 11, 2004, Jennifer Jones ("Jones") employed Respondent to represent her in a criminal matter. Jones executed a fee agreement which provided that the law firm would gather information, evaluate and develop a defense strategy for Jones's case for \$3,500. The fee agreement also provided, "No court appearances will be made on an Evaluation/Pre-file retainer although the Law Firm will give full credit toward any future fee charged." On February 10, 2004, Jones paid Respondent \$1,000 by credit card as a fee for the criminal case. On February 11, 2004, Jones paid Respondent \$1,000 by check as a fee for the criminal case.
80. On March 29, 2004, criminal charges were filed against Jones in *People v. Jones*, Riverside County Superior Court case number RIF115962.
81. On April 15, 2004, Jones paid Respondent \$1,500 by check as a fee for the criminal case.
82. On April 23, 2004, an arraignment was held in Jones's case. Respondent did not appear for the arraignment; however, attorney D. Seyler specially appeared for Respondent.

83. In or about May 2004, Respondent agreed to represent Jones during the preliminary hearing stage of Jones's case. Respondent did not provide Jones a written fee agreement for representation during the preliminary hearing stage of her case.
84. On May 4, 2004, Respondent filed a declaration with the court in support of his motion to continue the preliminary hearing set for May 6, 2004 in Jones's case. In the declaration, Respondent stated that he was the attorney representing Jones and that he was not fully prepared to proceed with the preliminary hearing due to other court matters.
85. On May 6, 2004, a hearing on Respondent's motion was held. Respondent did not appear for the hearing; however attorney Michael Plaut ("Plaut") specially appeared for Respondent. The court granted Respondent's motion and continued the preliminary hearing to May 27, 2004.
86. On May 27, 2004, Respondent did not appear for the preliminary hearing; however attorney A. Jauregui ("Jauregui") specially appeared for Respondent. The court continued the preliminary hearing to June 22, 2004.
87. On June 22, 2004, Jones's case was called for the preliminary hearing. Respondent did not appear for Jones. Instead, Respondent sent Jauregui to specially appear in his place and to request a continuance as Respondent and the law firm were not prepared to proceed with the preliminary hearing. The court continued the preliminary hearing to, and set a settlement conference for, July 14, 2004, and ordered that Respondent appear in court on that date.
88. On June 23, 2004, Jones paid Respondent \$500 as a fee for representation at the preliminary hearing.
89. On June 25, 2004, Jones paid Respondent \$2,000 as a fee for representation at the preliminary hearing.
90. On July 14, 2004, Jones paid Respondent \$500 as a fee for representation at the preliminary hearing.
91. On July 14, 2004, although Respondent was aware of the court's order, Respondent did not appear in court. Instead, Respondent sent Plaut to specially appear in his place and to request a continuance as Respondent and the law firm were not prepared to proceed with the preliminary hearing. The court continued the preliminary hearing to August 13, 2004 and ordered Respondent to be present in court on that date.
92. On August 13, 2004, although Respondent was aware of the court's order, Respondent did not appear in court. Instead, Respondent sent Plaut to appear at the preliminary hearing for Jones.

93. On August 18, 2004, Jones executed a fee agreement for Respondent to handle the criminal case through trial for a non-refundable, flat fee of \$7,500, which would assure the law firm's availability to represent Jones's interests in the matter.
94. On August 23, 2004, Jones paid Respondent \$2,000 by check as a fee for the criminal case.
95. On September 17, 2004, an arraignment was held in Jones's case. Respondent did not appear for the arraignment; however, attorney Paula Skerston specially appeared for Respondent. The court continued the arraignment to October 4, 2004 because of Respondent's unavailability and ordered Respondent to be present in court on that date. The court further ordered Respondent to contact the court prior to October 4, 2004 if he was unable to appear in court on that date. The court notified the law firm of the court's order by leaving a telephone message with "Jenny" at (909) 683-5111.
96. On October 4, 2004, Respondent did not appear in court for the arraignment as ordered; however attorney J. Zhou specially appeared for Respondent. Jones moved the court for an order relieving Respondent as her attorney. The court granted Jones's motion and Respondent was relieved as Jones's attorney.
97. At no time following Respondent's removal as attorney of record for Jones did Respondent refund any portion of the fees paid by Jones.
98. On November 3, 2004, Jones initiated fee arbitration proceedings against Respondent with the Riverside County Bar Association.
99. On July 6, 2005, the fee arbitration between Jones and the law firm was held.
100. The law firm sent a letter to Jones, dated August 12, 2005 and purportedly authored by Kevin Wormley, in which it was stated, "Once our office has received notice of an award if (sic) any kind we will hope to settle this matter as quickly as possible as our firm has recently undergone many changes."
101. On August 16, 2005, the fee arbitrator awarded a \$5,375 refund of fees to Jones. The arbitrator found that the value of the pre-filing services provided by the law firm was, at most, \$1,000. The law firm had not taken Jones's statement to assist Respondent in negotiating a lesser charge or a decision not to file by the district attorney. The law firm had not presented any written advocacy to the alleged victim or the investigating agency. The law firm had not negotiated an agreement to allow Jones to surrender to the court or police in lieu of being arrested in her home. The arbitrator further found that the value of the services provided at the preliminary hearing was \$2,500. The arbitrator found that no attorney belonging to the law firm ever appeared in court for Jones and no continuity of representation was provided to her.
102. On September 16, 2005, the fee arbitration award became binding.

103. On September 20, 2005, Jones sent a letter to Respondent in which she demanded payment of the fee arbitration award within 14 days. Respondent received the fee arbitration award and Jones's letter, but Respondent did not pay the fee arbitration award.
104. On October 31, 2005, Jones sent a letter to Respondent in which she demanded payment of the fee arbitration award within 14 days. Respondent received Jones's letter, but Respondent did not pay the fee arbitration award.
105. On November 29, 2005, Respondent sent a letter to Jones with a \$1,000 check as partial payment of the fee arbitration award. In the letter, Respondent stated that he would be sending another check to Jones shortly for the remaining balance.
106. On January 9, 2006, Respondent sent a letter to Jones with a \$2,500 check as partial payment of the fee arbitration award. In the letter, Respondent stated that he would be sending another check to Jones shortly for the remaining balance. Respondent did not pay the remaining \$1,875 to Jones.

II. Conclusions of Law

By not appearing in court on July 14, August 13, and October 4, 2004 in Jones' case, Respondent wilfully disobeyed or violated an order of the court requiring him to do acts connected with or in the course of Respondent's profession which he ought in good faith to have done and thereby wilfully violated Business and Professions Code section 6103.

By failing to pay any of the \$5,375 to Jones until November 29, 2005 and by not paying all of the \$5,375 to Jones, Respondent failed to promptly refund any part of a fee paid in advance that was not earned in wilfull violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

By intentionally, recklessly, and repeatedly failing to perform legal services with competence, by not appearing in court in Jones's criminal case; by hiring other attorneys to appear in court for Jones who were not sufficiently familiar with the facts of Jones's case to provide meaningful representation for Jones; and by not being available to represent Jones's interests in the matter, Respondent wilfully violated Rule of Professional Conduct 3-110(A).

Case No. 06-O-12431

I. Facts

107. On May 17, 2004, Tom Her ("Her") met with Omar Herrera ("Herrera"), a non-attorney employee of the Law Group, and employed Respondent to represent Her in a criminal matter for a fee of \$5,000.00. A retainer agreement was signed by Her. Her paid \$3,000.00 to the Law Group.

108. On May 17, 2004, Attorney Jason Davis, also known as Attorney Donald Gary Jason Davis ("Davis"), an independent contractor, was assigned the file. On July 6, 2004, Her paid the \$2,000.00 balance due under the fee agreement to the Law Group.
109. In January 2005, the criminal case against Her was filed and a warrant was issued for Her's arrest. Her called the Law Group and was not able to speak to Respondent. Her did speak with John Reyes ("Reyes"), a non-attorney employee of Respondent.
110. On February 25, 2005, Her was arrested. After bailing himself out of jail, Her again called the Law Group and spoke with Reyes. Her did not speak with Respondent. A Hearing in Her's case was scheduled for March 11, 2005.
111. Between May 14, 2004, and March 7, 2005, Her attempted to contact Respondent on numerous occasions. Her was never able to speak with Respondent.
112. On March 9, 2005, Her employed a new attorney, Ernest Kinney, to represent him in the criminal matter.
113. On March 16, 2005, Her faxed a letter to Respondent in which Her requested a full refund of \$5,000.00. Respondent did not refund any of the \$5,000.00.
114. On May 5, 2005, Her filed a Small Claims action against Respondent in the Fresno Superior Court. Although Respondent was properly served with the lawsuit, Respondent did not appear. Her was awarded \$5,000.00 plus \$70.00 costs. To date, Respondent has not refunded any of the fees to Her.

II. Conclusions of Law

By failing to perform any services of value for Her and by failing to supervise Herrera, Reyes and/or Davis, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to communicate with Her from the time the representation was initiated to the time representation was terminated, Respondent failed to respond to reasonable client inquiries in violation of Business and Professions Code section 6068(m).

By failing to refund to Her the \$5,000.00 in advanced fees, which he had not earned, Respondent willfully failed to refund unearned fees.

I. Facts

115. On or about February 20, 2004, Nancy Toney ("Toney") employed Respondent and the Law Group to represent her minor child in a juvenile criminal proceeding. Toney met with Bob Chandler, a non-attorney employee of the Law Group. The written fee agreement provided an address for the Law Group in Santa Monica, CA, and an address for the Law Group in Livermore, CA. Toney and the minor child signed the fee agreement. No one from the Law Group signed the fee agreement.
116. The written fee agreement stated that \$8,000.00 was a "non-refundable true retainer" and \$4,500.00 as an additional "flat rate retainer." The written fee agreement contained contradictory terms as although "the entire case retainer" box was checked, the retainer also purported to limit Respondent's obligation to a portion of the case. Toney paid the Law Group a total of \$12,500.00.
117. On February 23, 2004, Attorney Patrick Meeks ("Meeks") attended the arraignment of Toney's minor child.
118. On March 10, 2004, Toney sent a letter to Respondent at the Santa Monica address for the Law Group. In that letter Toney terminated the representation of Respondent and the Law Group, and requested a refund of \$10,500.00. No refund was made.
119. Toney then initiated fee arbitration proceedings against Respondent. Toney was awarded \$11,500.00 as the arbitrator found that the value of Respondent's services was \$1,500.00.
120. Toney has sought enforcement of the fee arbitration award through the State Bar's Mandatory Fee Arbitration Department. To date, Toney has received no payments from Respondent and/or the Law Group.
121. Only one appearance was made by the Law Group on behalf of Toney's minor child. No investigation or discovery was conducted by Respondent.

II. Conclusions of Law

By failing to refund \$11,500.00 to Toney, which Respondent did not earn, Respondent has willfully failed to refund unearned fees in violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

By receiving \$11,500.00, from Toney, out of \$12,500.00, Respondent collected an unconscionable fee in violation of rule 4-200(A) of the Rules of Professional Conduct.

I. Facts

122. On or about June 28, 2004, Alejandro S. Medina ("Medina") filed a claim with Farmers Insurance regarding the burglary and vandalism of his vehicle. Farmers required Medina to give a Statement Under Oath which was scheduled for November 17, 2004.
123. On or about September 6, 2004, Omar Herrera ("Herrera"), a non-attorney employee of the Law Group, met with Medina and a retainer agreement was signed indicating that the Law Group would represent Medina with regard to Medina's claim with Farmers Insurance. Medina was also told that Respondent would represent Median in this matter. Medina paid the Law Group \$5,000.00 for this representation.
124. From September 6, 2004, through November 15, 2004, Medina did not receive any communication from Respondent. During this time period, Medina called the Law Group several times and left messages for Respondent. Respondent never called Medina back.
125. On November 15, 2004, Medina hired new counsel, Attorney Matt Clark ("Clark"), to represent him. Clark had the date for Medina's Statement Under Oath conintued to December 2, 2004.
126. Between November 15, 2004, and December 2, 2004, Clark contacted Respondent's office and requested a refund of the \$5,000.00 as Respondent had not completed any work on Medina's behalf. Clark was informed by a representative of Respondent's office that no refund would be given as Respondent had earned his fee.
127. Medina subsequently initiated non-binding fee arbitration proceedings against Respondent through the Kern County Bar Association.
128. On March 27, 2006, Median was awarded \$5,100.00 against Respondent as a fee arbitration award.

II. Conclusions of Law

By failing to do any work of value on Medina's Farmer's Insurance matter, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in willful viotion of rule 3-110(A) of the Rules of Professional Conduct.

By failing to respond to any of Medina's requests for communication, Respondent failed to respond promptly to reasonable status inquiries of a client in willfull violation of Business and Professions Code section 6068(m).

By failing to refund any of the unearned fees paid by Medina, Respondent failed to promptly refund any part of a fee paid in advance that has not been earned in willfull violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 07-O-10995

I. Facts

129. On June 19, 2003, Christopher Keller ("Keller") was arrested in Contra Costa County, on a warrant for a violation of Penal Code section 290 (Failure to Register as a Sex Offender). Subsequently Keller's wife contacted Respondent's office. A meeting between a representative of Respondent's office and Keller's wife conducted at Keller's house. Keller's wife paid Respondent's office \$6,000.00 to represent Keller on the felony charge, and an additional \$2,000.00 to pursue expungement of the original charges.
130. Respondent's office represented Keller on the felony charge through his sentencing on December 2, 2003.
131. Subsequent to his sentencing, on October 19, 2006, Keller called Respondent's office and spoke with John Reyes ("Reyes"), a non-attorney employee of Respondent's office, with regard to the expungement of the original charges. Reyes told Keller that Respondent's office would work on the expungement and that they would call Keller the next day.
132. After not hearing from Respondent's office, Keller called Respondent's office on October 25, 2006, and spoke with Reyes. Reyes advised Keller that he would speak with Respondent and call Keller.
133. After the October 25, 2006, telephone conversation, Keller continued to call Respondent's office for an update on the status of the expungement matter. On one occasion, Keller spoke with Respondent who advised Keller that although Respondent's office was busy, Respondent's office was working on the expungement matter.
134. On December 1, 2006, Keller called Respondent's office and spoke with Reyes. Keller scheduled a meeting with Respondent for December 7, 2006, in order to discuss the expungement matter. On December 7, 2006, Keller went to Respondent's office and waited two hours for Respondent to appear. Respondent did not appear or call to tell Keller that he would not appear.
135. On December 8, 2006, Keller called Respondent's office and told Reyes that Keller wanted a full refund of the \$2000.00 for the expungement matter. Respondent never provided Keller with the \$2,000.00 refund.

II. Conclusions of Law

By failing to perform any services of value to Keller in connection with the expungement matter, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in willful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund any of the unearned fees paid by Keller, Respondent failed to promptly refund any part of the unearned fees paid by Keller, Respondent failed to promptly refund any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 07-O-11985

I. Facts

136. In or about March 2006, Emma Valdez (“Valdez”) employed Respondent to represent her in a criminal matter. Respondent was paid \$25,000.00 by Valdez for this representation. Additionally, Valdez paid Respondent \$5,000.00 in order to retain a private investigator.
137. At no time between March 2006 and October 5, 2006, did Respondent use the services of a private investigator.
138. Between September 28, 2006, and October 5, 2006, Respondent represented Valdez in a jury trial of the criminal matter.
139. On October 20, 2006, Valdez sent a letter to Respondent requesting a refund of the \$5,000.00 paid for the use of the private investigator. Respondent did not respond to this letter or provide the refund.
140. On December 23, 2006, Valdez sent a letter to Respondent requesting that Respondent return Valdez’s client file to her as soon as possible. Respondent did not respond to this letter or provide Valdez with her client file.
141. Between October 20, 2006, and May 7, 2007, Valdez made several phone calls to Respondent’s office and left messages for Respondent to return Valdez’s client file to her. Respondent did not respond to the phone messages or return Valdez’s client file to her.

II. Conclusions of Law

By failing to release Valdez’s file to Valdez after she requested the file, Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

By failing to refund any part of the \$5,000.00 paid to Respondent for use of a private investigator despite not having used the services of a private investigator, Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 07-O-14985 (Inv.)

I. Facts

142. In August 2006 Anthony Lee employed Respondent to represent him in a criminal matter. Mr. Lee's mother, Callena Lee, paid Respondent a total of \$20,000.00. According to the retainer agreement, \$10,000.00 of the fee was for pretrial, and the additional \$10,000.00 was the fee if the case went to trial. Respondent also told Callena Lee that \$10,000.00 would be refunded if the case did not go to trial.
143. The case did not go to trial. Callena Lee requested a refund of \$10,000.00 from Respondent. Respondent did not respond to Ms. Lee's telephone calls regarding the request for refund.

II. Conclusions of Law

By failing to refund any of the \$10,000.00 paid to Respondent for trial when Anthony Lee's case did not go to trial, Respondent did not earn the \$10,000.00 and willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 08-O-14770 (Inv.)

I. Facts

144. In 2002 Charles Herrera employed Respondent to handle an appeal on behalf his son, Carlos Herrera. Charles Herrera met with James Montez ("Montez") from the Law Group and paid Montez \$15,000.00.
145. From 2002 to 2006, Charles Herrera was informed by various staff members of the Law Group that an attorney was working on the appeal. However, Carlos Herrera was never contacted by anyone from the Law Group nor has any work been performed on his behalf.
146. On February 18, 2006, Carlos Herrera sent a letter to the Law Group requesting a full refund as well as the return of the client file.

II. Conclusions of Law

By failing to refund any part of the \$15,000.00 paid to Respondent by Charles Herrera on behalf of Carlos Herrera, for the appeal which Respondent did not complete, Respondent did not earn the \$15,000.00, and willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return Carlos Herrera's file, in spite of the February 18, 2006, request for return of his file, Respondent willfully violated rule-700(D)(1) of the Rules of Professional Conduct.

Case No. 09-O-18118 (Inv.)

I. Facts

147. On August 26, 2006, Rosa Rios employed Respondent to evaluate whether Ms. Rios' son, Austin Rios, was eligible for an appeal. Ms. Rios paid Respondent \$5,000.00. On August 22, 2007, Ms. Rios paid Respondent an additional \$10,000.00 to start the appeal.
148. On October 4, 2007, Ms. Rios paid Respondent an additional \$3,000.00. On October 5, 2007, Ms. Rios paid Respondent \$700.00 to hire Investigator Charles Steeno. On November 5, 2007, Ms. Rios paid \$700.00 to Respondent's brother.
149. On April 11, 2009, Respondent told Ms. Rios that Respondent had completed the appeal paperwork and would call her in two weeks to give her the date for the appeal. Ms. Rios never got a call back from Respondent regarding the appeal date, nor did she receive any documents indicating that the appeal was filed.

II. Conclusions of Law

By not completing the appeal, not providing any documents indicating that the appeal for Austin Rios was filed, and not performing any services of value for Asuitn Rios, Respondent intentionally, recklessly, and repeatedly failed to perform legal services with competence in violation of rule 3-110(A) of the Rules of Professional Conduct.

By not refunding any portion of the \$22,000.00 paid to Respondent for the appeal on behalf of Austin Rios, and not earning any portion of the \$22,000.00 paid to Respondent by Ms. Rios on behalf of Austion Rios for the appeal, Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

I. Facts

150. On July 7, 2005, Ronald Smith employed Respondent to work on a pardon for Mr. Smith. Mr. Smith paid Respondent \$4,500.00. In 2006, Mr. Smith lost contact with Respondent and was unable to communicate with Respondent.
151. On June 4, 2010, Mr. Smith made contact with Respondent through Respondent's associate, David Robinson. Mr. Smith told Mr. Robinson that Mr. Smith was through with Respondent and wanted a refund because Respondent had done no work on Mr. Smith's pardon. Mr. Robinson talked with Mr. Smith and tried to negotiate a settlement.
152. On July 12, 2010, a settlement was reached in which Respondent would refund \$3,000.00 to Mr. Smith. To date, Respondent has not paid any portion of the settlement to Mr. Smith.

II. Conclusions of Law

By not performing any services of value on Mr. Smith's pardon, or provide Mr. Smith with any documents indicating that a pardon had been prepared, Respondent intentionally, recklessly, and repeatedly failed to perform legal services with competence in violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund any portion of the \$3,000.00 which Respondent agreed to refund Mr. Smith, Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(7), was October 1, 2010..

DISMISSALS.

In the interest of justice, the State Bar respectfully requests that the Court dismiss the following cases:

Case Numbers: 04-O-11943; 04-O-15140; 05-O-02903; 05-O-04820; 06-O-13717;
 07-O-11280; 07-O-12275; and 08-O-11681

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of October 1, 2010, the prosecution costs in this matter are \$18,952.71. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

AUTHORITIES SUPPORTING DISCIPLINE.

Standard 2.4 provides that “ (a) Culpability of a member of a pattern of wilfully failing to perform services demonstrating the member’s abandonment of the causes in which he or she was retained shall result in disbarment. (b) Culpability of a member of wilfully failing to perform services in an individual matter or matters not demonstrating a pattern of misconduct or culpability of a member of wilfully failing to communicate with a client shall result in reproof or suspension depending upon the extent of the misconduct and the degree of harm to the client.”

Standard 2.6 provides, in pertinent part, that “Culpability of a member of a violation of any of the following provisions of the Business and Professions Code shall result in disbarment or suspension depending on the gravity of the offense or the harm, if any, to the victim, with due regard to the purposes of imposing discipline set forth in standard 1.3:

- (a) Sections 6067 and 6068;
- (b) Sections 6103 through 6105;....”

Standard 2.7 provides that “Culpability of a member of a wilful violation of that portion of rule 4-200, Rules of Professional Conduct re entering into an agreement for, charging or collecting an unconscionable fee for legal services shall result in at least a six-month actual suspension from the practice of law, irrespective of mitigating circumstances.

Standard 2.10 provides that “Culpability of a member of a violation of any provision of the Business and Professions Code not specified in these standards or a wilful violation of any Rule of Professional Conduct not specified in these standards shall result in reproof or suspension according to the gravity of the offense or the harm, if any, to the victim, with due regard to the purposes of imposing discipline set forth in standard 1.3.”

In *Silva-Vidor v. State Bar* (1989) 49 Cal. 3d 1071, in a proceeding involving fourteen clients, the Respondent was found culpable of abandoning thirteen clients, failure to return unearned fees, failure to account to one client, trust account violations as to two clients, moral turpitude as to three clients, and unauthorized practice of law for a period of three years. The court imposed discipline consisting of a five year stayed suspension, five years probation with conditions, including a one year actual suspension. In mitigation, the Respondent had extensive personal problems, including a marital break up, severe depression, birth of a child with birth defects, physical injury and a recuperation period.

In *Baker v. State Bar* (1989), 49 Cal. 3d 804, Respondent was found culpable of abandonment of 10 clients where the Respondent failed to perform services for clients or otherwise make arrangements for clients matters to be handled. Respondent was culpable trust account violations in seven client matters and of misappropriating \$10,734.00 in one client matter. The court imposed discipline consisting of a three year stayed suspension, five years probation with conditions, including a one year actual suspension. In mitigation, Respondent had no priors. Respondent also repaid the misappropriated funds in the amount of \$10,734.00 prior to State Bar involvement, cooperated in State Bar proceedings, acted as a judge pro tem on a pro bono basis, and had evidence of continued sobriety. In aggravation, Respondent had a drug and alcohol problem but ceased practicing law and sought treatment when he recognized the extent of his addiction.

In *Young v. State Bar* (1990) 50 Cal. 3d 1204, in six matters, the Respondent abandoned his clients when he moved to Florida without notifying them, leaving the clients cases unfinished and the clients unrepresented. In a seventh matter, Respondent was found incompetent by the Superior Court in three criminal matters for failure to appear in court. The court imposed discipline consisting of a three year stayed suspension, three years probation with conditions, including a two year actual suspension. In mitigation, Respondent performed substantial services for some of the abandoned clients, he was ill during the period of misconduct, none of his clients was substantially harmed, he had no prior record of discipline, he was remorseful for his misconduct and cooperated with the State Bar in its investigation. Although there was evidence of drug use by Respondent, and no evidence of continued abstinence, the Court did not find this a substantial factor, nor a factor in aggravation.

In *In the Matter of Sklar* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 602, Respondent was found culpable of six counts of misconduct in seven client matters, including the misappropriation of \$13,807.34 in trust funds, failure to perform competently, failure to communicate with clients and failure to advise clients of potential conflicts of interest, and a failure to comply with the terms of a previously imposed disciplinary probation.

The hearing department recommended that Respondent be actually suspended for two years. Both the Respondent and the State Bar appealed. One of the issues on appeal was whether the Hearing Department appropriately declined to consider Respondent's prior disciplinary matter, where Respondent was actually suspended for 80 days, as aggravating because the misconduct in the prior matter and the cases at issue, aside from the probation violation, occurred during the same time period. 2 Cal. State Bar Ct. Rptr. at 618.

Respondent argued that the prior disciplinary matter should not have been considered a "true 'prior' since the misconduct occurred during the same period of time as the current charges and could have been brought in one proceeding." 2 Cal. State Bar Ct. Rpt. at 608. The Review Department found that although it was proper to consider the prior discipline, its impact was diminished because it occurred during the same time as the misconduct in the case at issue. 2 Cal. State Bar Ct. Rptr. at 618. Accordingly, the Review Department considered the "totality of the findings in the two cases to determine what the discipline would have been had all the charged misconduct in this period been brought as one case." *Id.* Considering the totality of the findings in both cases, the Review

Department ultimately concluded that disbarment was the appropriate discipline in *Sklar*. 2 Cal. State Bar Ct. Rpt. at 621.

Respondent Wormley's misconduct in the Hearing Department Decision filed July 7, 2010, in Case Nos. 04-O-10012, et al., ("the ADP cases"), following Respondent's successful completion of the Alternative Discipline Program ("ADP"), occurred during the same time period as most of cases at issue in the instant stipulation. Specifically, the misconduct in the ADP cases stemmed from Respondent's operation of the Law Group between approximately October 2003 and June 2005. The majority of the cases at issue in the instant stipulation similarly involve misconduct during Respondent's operation of the Law Group between approximately February 2004 and December 2006.

In the ADP cases, Respondent stipulated to misconduct in twenty one original disciplinary matters. The stipulation included many of the same charges at issue in the instant stipulation, including a failure to perform legal services with competence in fourteen matters. In aggravation, Respondent stipulated that (i) his misconduct significantly harmed a client, the public or the administration of justice; (ii) he demonstrated indifference toward atonement for or rectification of the consequences of his misconduct; and (iii) respondent's misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. In the Hearing Department Decision, with regard to the ADP Cases, the court considered, in mitigation, Respondent's successful completion of the ADP program. The court recommended that Respondent Wormley be suspended from the practice of law for four (4) years, stayed, be placed on probation for a period of five (5) years, subject to numerous conditions, including an actual suspension from the practice of law for fifteen (15) months (with credit given for inactive enrollment, which was effective September 15, 2007, through September 13, 2009 (Bus. & Prof. Code, § 6233)).

The instant stipulation involves an additional 13 client matters, which, as explained above, occurred largely during the same time period and involved essentially the same acts of misconduct and aggravating circumstances as the ADP cases.

The discipline proposed by the instant stipulation was the result of extensive negotiations by the parties over a period of several months. In the course of these prolonged negotiations, factors such as witness availability and the resolution of Respondent's ADP Cases, figured prominently in reaching a mutually agreeable disposition in the matter.

It was the intent of the parties to have the instant cases added with the ADP cases, however, Respondent successfully completed ADP prior to the instant cases being added with the ADP cases.

The parties stipulate that the public is protected by the actual suspension in the ADP matters, therefore, there is no actual suspension in the instant new matters.

AGGRAVATING CIRCUMSTANCES.

PRIOR DISCIPLINE.

On July 7, 2010, in Case Nos. 04-O-10012; 04-O-10131; 04-O-10945; 04-O-10972; 04-O-10987; 04-O-11058; 04-O-11114; 04-O-11116; 04-O-11207; 04-O-11351; 04-O-11363; 04-O-11394; 04-O-12398; 04-O-12794; 04-O-13321; 04-O-13321; 04-O-13506; 04-O-13656; 04-O-13981; 04-O-14096; 04-O-14370; and 04-O-14634, Judge Lucy Armendariz of the State Bar Court, filed her Decision, recommending discipline as to Respondent consisting of a 4 year stayed suspension, 5 years probation with conditions, including a 15 month actual suspension, with credit given for inactive enrollment which was effective September 15, 2007, through September 13, 2009, (Business and Professions Code section 6233).

Under rule 216(a) of the Rules of Procedure of the State Bar of California, the Decision filed on July 7, 2010, by Judge Armendariz, constitutes a record of prior discipline as to Respondent.

FACTS SUPPORTING AGGRAVATING CIRCUMSTANCES.

Under standard 1.2(b)(ii), Respondent's current misconduct evidences multiple acts of wrongdoing as indicated above in Case Nos. 05-O-00069; 05-O-00312; 05-O-1125; 05-O-01154; 05-O-03637; 05-O-04863; 06-O-12431; 06-O-12218; 06-O-14052; 07-O-10995; 07-O-11985; 07-O-14985 (Inv.); 08-O-14770 (Inv.); 09-O-18118 (Inv.); and 10-O-08273 (Inv.).

(Do not write above this line.)

In the Matter of CRAIG THOMAS WORMLEY Member #182137	Case number(s): 04-O-11943; 04-O-15140; 05-O-00069; 05-O-00312; 05-O-01125; 05-O-01154; 05-O-02903; 05-O-03637; 05-O-04820; 05-O-04863; 06-O-12431; 06-O-12218; 06-O-13717; 06-O-14052; 07-O-10995; 07-O-11280; 07-O-11985; 07-O-12275; 08-O-11681; 07-O-14985 (Inv.); 08-O-14770 (Inv.); 09-O-18118 (Inv.); and 10-O-08273 (Inv.)
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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 Fact, Conclusions of Law and Disposition.

<u>1-5-11</u> October 2010 Date	 Respondent's Signature	<u>Craig T. Wormley</u> Print Name
<u>1/5/11</u> Date	 Respondent's Counsel Signature	<u>Edward O. Lear</u> Print Name
<u>January 5, 2011 and</u> October 2010 Date	 Deputy Trial Counsel's Signature	<u>Michael J. Glass</u> Print Name

(Do not write above this line.)

In the Matter of CRAIG THOMAS WORMLEY Member #182137	Case number(s): 04-O-11943; 04-O-15140; 05-O-00069; 05-O-00312; 05-O-01125; 05-O-01154; 05-O-02903; 05-O-03637; 05-O-04820; 05-O-04863; 06-O-12431; 06-O-12218; 06-O-13717; 06-O-14052; 07-O-10995; 07-O-11280; 07-O-11985; 07-O-12275; 08-O-11681; 07-O-14985 (Inv.); 08-O-14770 (Inv.); 09-O-18118 (Inv.); and 10-O-08273 (Inv.)
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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 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.
- All Hearing dates are vacated.

P. 3 - CHECK BOX - "NO AGGRAVATING CIRCUMSTANCES"
P. 6 - CHECK BOX - "FIVE YEARS FROM EFFECTIVE DATE OF DISCIPLINE"
P. 28 - 2ND PARAGRAPH - DELETE "700 (D)(1)"
INSERT - "3-700 (D)(1)"
P. 32 3RD PARAGRAPH - "13" SHOULD READ "15"

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 9.18(a), California Rules of Court.)**

01-27-11 _____
 Date Judge of the State Bar Court

RICHARD A. PLATEL

CERTIFICATE OF SERVICE

[Rules Proc. of State Bar; Rule 5.27(B); 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 2, 2011, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING

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:

EDWARD O. LEAR, ESQ.
CENTURY LAW GROUP LLP
5200 W CENTURY BLVD #345
LOS ANGELES, CA 90045

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

MICHAEL GLASS, ESQ., Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on February 2, 2011.



Rose Luthi
Case Administrator
State Bar Court