



(Do not write above this line.)

**State Bar Court of California
Hearing Department
San Francisco**

<p>Counsel For The State Bar</p> <p>SUSAN CHAN Deputy Trial Counsel 180 Howard St., San Francisco, CA 94105 Telephone: (415) 538-2000</p> <p>Bar # 233229</p>	<p>Case Number (s) 04-O-15431; 06-O-13259</p>	<p>(for Court's use)</p> <p align="center">FILED <i>LOS</i></p> <p align="center">APR 02 2008</p> <p align="center">STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO</p> <p align="center">PUBLIC MATTER</p>
<p>Counsel For Respondent</p> <p>STEVEN LEWIS</p> <p>1050 Fulton Ave., #125 Sacramento, CA 95825 Telephone: (916) 485-5005</p>	<p>Submitted to:</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p> <p>ACTUAL SUSPENSION</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>Bar # 63488</p> <p>In the Matter Of: THOMAS MEYER</p> <p>Bar # 51147</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 **January 5, 1972**.
- (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 **15** 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):
- until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 284, Rules of Procedure.
 - costs to be paid in equal amounts prior to February 1 for the following membership years:
(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
 - (b) Date prior discipline effective
 - (c) Rules of Professional Conduct/ State Bar Act violations:
 - (d) Degree of prior discipline
 - (e) If Respondent has two or more incidents of prior discipline, use space provided below.
- (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 Page 13.**
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct.
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

Not Applicable

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.
- (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 **one (1) year**.

- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii) Standards for Attorney Sanctions for Professional Misconduct.
- 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:

(b) The above-referenced suspension is stayed.

(2) **Probation:**

Respondent must be placed on probation for a period of **2 years**, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)

(3) **Actual Suspension:**

(a) Respondent must be actually suspended from the practice of law in the State of California for a period of **thirty (30) days**.

- 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:

E. Additional Conditions of Probation:

- (1) If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- (2) During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3) 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.
- (4) 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.

- (5) 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.

- (6) 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.
- (7) 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.
- (8) 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 Ethics School, and passage of the test given at the end of that session.

No Ethics School recommended. Reason: .

- (9) 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.
- (10) The following conditions are attached hereto and incorporated:
- | | |
|-----------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Substance Abuse Conditions | <input type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input type="checkbox"/> Financial Conditions |

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 during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.**
- No MPRE recommended. Reason:
- (2) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.

(Do not write above this line.)

- (3) **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.

- (4) **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension:

- (5) **Other Conditions:**

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: THOMAS MEYER

CASE NUMBER(S): 04-O-15431; 06-O-13259

FACTS AND CONCLUSIONS OF LAW.

1. Case No. 04-O-15431

A. Facts

1. From in or about June of 2002, Michael Acosta (“Acosta”) employed respondent to represent him as a plaintiff in a personal injury matter. On or about June 20, 2002, respondent filed *Acosta v. Gates*, Case No. 2002056018, in Alameda County Superior Court. The defendant, Fine Line Sawing & Drilling, was insured by Mercury Insurance Group (“Mercury”).

2. Acosta had a health insurance policy through Blue Shield of California (“Blue Shield”). The policy provided that Acosta would reimburse Blue Shield “to the extent of benefits provided immediately upon collection of damages” by Acosta. The policy also provided Blue Shield with a “lien to the extent of benefits provided.”

3. On or about June 27, 2002, Oda Killian, (hereinafter, “Killian”), respondent’s legal assistant, wrote to Blue Shield on behalf of Acosta, enclosing Acosta’s authorization forms, and requesting information about the benefits Blue Shield paid on behalf of Acosta, related to his injury.

4. On or about July 17, 2002, Michael Wilson (“Wilson”), a Subrogation Analyst for Rawlings, notified respondent of their claim in writing and requested that no settlement be made prior to notifying his office and reimbursing Blue Shield. Wilson requested that Rawlings be issued a separate check or made a co-payee if a settlement check was issued. Wilson requested that respondent acknowledge the receipt of this notice in writing by completing an enclosed “Request for Claim Information” form and returning it to Wilson. Respondent received the correspondence from Wilson and was aware of its contents.

5. On or about July 24, 2002, Killian, on behalf of respondent, filled out and returned the “Request for Claim Information” form to Wilson.

6. On or about July 26, 2002, Killian, on behalf of respondent, wrote Blue Shield and requested that Acosta's insurance coverage continue to process any additional medical bills Acosta incurred due to his injury.

7. On or about July 30, 2002, Killian, on behalf of respondent, wrote to Blue Shield and supplied Blue Shield with additional information regarding the client's efforts to obtain reimbursement for CALSTAR service provided on behalf of Acosta. Respondent advised Blue Shield that his client wants Blue Shield to continue coverage and to process the bills incurred due to the accident.

8. On or about February 27, 2003, Wilson wrote to respondent's law offices, addressing Killian, and again requested that respondent contact him prior to settlement to obtain the final claim amount, since the claim amount would increase if additional health benefits were paid on Acosta's behalf. Wilson included a billing statement for respondent showing that Blue Shield had paid \$13,544.43 in health benefits on Acosta's behalf, and was asserting a claim for that amount. Respondent received the letter and was aware of its contents.

9. On or about June 16, 2003, Wilson wrote to respondent's law offices, addressing Killian, advising of the claim and requesting a status on the litigation. Respondent received the letter and was aware of its contents.

10. On or about June 17, 2003 respondent had a telephone conversation with Wilson. Respondent requested proof that it was not an ERISA plan. Wilson advised respondent that he wanted documentation regarding the insurance plan he would have to contact the employer or the plan administrator.

12. On or about July 2, 2003, Acosta signed a Release of All Claims. The release stated that the \$37,000 was to be paid to Michael Acosta, his attorneys, Thomas P. Meyer, and to Rawlings Company. Respondent caused the Release to be forwarded to Mercury Insurance.

13. Acosta also signed an "Authorization to Endorse" giving respondent authority to endorse Acosta's name on the back of the settlement draft.

14. On or about July 7, 2003, counsel for Mercury sent respondent check number 24172511 in the amount of \$37,000.00 payable to respondent, Acosta and Rawlings, in settlement of Acosta's personal injury claim. The check was written from a Bank of America account held by Mercury.

15. Upon receipt of the check, respondent caused the back of the check to be stamped "Deposit Only, Thomas P. Meyer Attorney Client Trust" and caused it to be deposited it into his attorney client trust account at Union Bank of California ("Union Bank").

16. Respondent failed to obtain, on the check, the endorsement of a representative of Rawlings before depositing the settlement check.

17. Respondent caused the settlement check to be negotiated without authority or permission of Rawlings and the claim in the amount of \$13,544.43 was not satisfied.

18. Union Bank accepted the check for deposit without an endorsement from Rawlings or Acosta.

19. Respondent did not notify Rawlings that he had received and deposited check number 24172511 in settlement of Acosta's personal injury claim.

20. On July 10, 2003, respondent issued several payments to satisfy liens asserted by Acosta's medical providers. However, respondent did not issue payment to Rawlings or Blue Shield.

21. After satisfying Acosta's medical liens, with the exception of Rawlings' claim, respondent kept \$1,808.45 for costs and \$9,2500 for attorneys fees and disbursed the remaining \$21,414.35 to Acosta.

22. On or about December 16, 2003, Wilson again wrote to respondent's law office, addressing Killian, advising that the claim is \$13,544,43 and requesting the status of the litigation. Respondent received Wilson's letter and was aware of its contents. Respondent did not respond to Wilson.

23. On or about September 30, 2004, Ware filed a complaint with the State Bar against the respondent alleging that respondent failed to pay the claim and conversion of funds.

24. On or about October 5, 2004, respondent wrote Wilson and stated his position to Rawlings that he would not honor their claim because he believed Blue Shield was not legally entitled to reimbursement from Acosta.

25. On or about April 19, 2005, Ware submitted an "Affidavit of Claimant" to Bank of America reporting fraudulent activity of a "Three party check issued and negotiated without permission of one of the payees who is holding a claim for \$13,544.43."

26. On or about May 9, 2005, Union Bank wrote respondent and demanded immediate payment of the \$13,554,43 owed to Rawlings.

27. On or about June 1, 2005, respondent replied to Union Bank's letter of May 9, 2005. Respondent's reply asserted that "Rawlings Company is not owed any money" and again

stated that Rawlings' claim was invalid.

28. Respondent never returned the funds that he obtained from the check he deposited without the proper endorsements.

29. On or about December 8, 2005, payment to Rawlings in satisfaction of Rawlings' claim in the amount of \$9,034.13 was covered by Union Bank.

B. Conclusions of Law

By processing the settlement check through respondent's bank account without proper endorsements, respondent failed to perform with competence, in wilful violation of Rules of Professional Conduct, rule 3-110(A).

2. Case No. 06-O-13259

A. Facts

1. Respondent, at all times noted herein, maintained a law practice at 5250 Claremont Avenue, Suite 232, Stockton, California, 95207.

2. Respondent employed a paralegal, Nicholas Day (hereinafter, "Day"). Respondent paid Day a salary and provided Day access to all of his office materials, equipment and space.

3. Nicholas Day operated a business "Legal Express", but does not have a law license. He operated the business out of the same establishment as respondent's law practice, he used the same secretarial and administrative resources. There is no delineation between Day's use of the office and respondent's use of the office. Generally speaking, due to space issues, only Day or respondent will be in the office on any given day, as there is insufficient office space for both parties to be there at the same time. Respondent is aware of, and permits, Nicholas Day's Legal Express business.

4. On or about August 2005, client Cynthia Sandoval called respondent's law offices to obtain an attorney to represent her in a personal injury matter related to an accident which occurred on August 13, 2005. Sandoval alleged she was hit by a bus.

5. On or about August 30, 2005, Nicholas Day visited Sandoval's home and had her sign papers. Day never provided Sandoval with copies of the papers she signed. Sandoval believed that Day was an attorney. Sandoval never met respondent.

6. The papers that Sandoval signed on or about August 30, 2005 included an Authorization for Representation authorizing the Law Offices of Thomas Meyer to represent her, and an Attorney-Client Contingent Fee Agreement between Sandoval and respondent's law offices. The contingency fee agreement specified the following:

i) all costs are to be advanced by the Attorney and repaid by the Client from the amount recovered;

ii) if there were no recovery in the matter, Client will not be responsible for, and Attorney will not seek, payment of fees or costs;

iii) the Client may discharge attorney at any time. Upon termination of the agreement, Attorney shall return client's file.

7. On or about August 31, 2005, respondent sent Sandoval a letter confirming his representation of her and providing her with general guidelines and information regarding her personal injury case. On or about August 31, 2005, Linda Khadvongsinh wrote to Sandoval, on respondent's letterhead, advising Sandoval that she, Khadvongsinh, was respondent's legal assistant, "working with Thomas P. Meyer and Nicholas Day."

8. On or about August 31, 2005, respondent wrote to the defendant, San Joaquin Regional Transit District, and advised them of his representation of Sandoval, and enclosed a form claim for damages.

9. On or about September 12, 2005, San Joaquin Regional Transit District sent notification that the claim was rejected as insufficient.

10. On or about September 14, 2005, Khadvongsinh wrote to San Joaquin Regional Transit District and enclosed an Amended Claim for Damage and Injury on behalf of Sandoval.

11. On or about October 4, 2005, San Joaquin rejected Sandoval's claim and notified respondent that "Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6." The six month deadline would be on or about April 4, 2006.

12. On or about November 21, 2005, San Joaquin again wrote to respondent and requested verification of medical specials pertaining to Sandoval's injury.

13. On or about March 14, 2006, Khadvongsinh wrote to Sandoval's doctor requesting medical records.

14. On or about March 22, 2006, respondent wrote again to San Joaquin Regional Transit District and enclosed Sandoval's medical records and information on the medical specials.

15. On or about April 3, 2006, the day before the statute of limitations was to run on her cause of action, Nicholas Day came to Sandoval's home. Day reported to Sandoval that respondent no longer wanted to pursue the matter but that he, Day, could, as Legal Express, file a small claims action on her behalf.

16. Due to the imminent deadline of her statute of limitations, Sandoval felt she had no choice in the matter.

17. Sandoval signed a one page "Agreement" with Legal Express, for payment of \$660.00 for the filing of a small claims action against San Joaquin Regional Transit District. The breakdown of the \$660.00 fee included \$70 to file the small claims action, \$35.00 for service of process, \$10.00 for a police report, \$15.00 for medical records, and \$500.00 to complete the forms.

18. Respondent was aware of Day's visit, and in fact, endorsed Day's actions and approved of the small claims action, as he, respondent, no longer wished to pursue the case.

19. Nicholas Day filed a small claims action against San Joaquin Regional Transit District. Ms. Sandoval lost.

20. Since then, Sandoval received several telephone calls from Day demanding that she pay him \$660.00 directly or he would take her to small claims court.

B. Conclusions of Law

By passing off Sandoval's case to Day on the verge of the statute of limitations, by failing to communicate to Sandoval her various choices if he chose to withdraw from the case, but expecting Day to do that on his behalf on the day before the statute of limitation ran, and by failing to return her file to her, and by sanctioning, allowing, and providing assistance for Day to "take over" the case as a small claims action, respondent failed to properly withdraw, in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

PENDING PROCEEDINGS.

The disclosure date referred to, on page one, paragraph A.(7), was March 19, 2008.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of March 18, 2008 the estimated prosecution costs in this matter are approximately \$2,296.00. Respondent acknowledges that this figure is an estimate only and that it does not include State Bar Court costs which will be included in any final cost assessment. 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(b) Offenses involving a wilful failure to communicate or perform, not demonstrating a pattern of misconduct, shall result in reproof or suspension, depending upon the extent and degree of harm to the client.

Sawyer v. State Bar (1934) 220 Cal. 702

Shaw v. State Bar (1931) 212 Cal. 52

Smallberg v. State Bar (1931) 212 Cal. 1113

AGGRAVATING CIRCUMSTANCES.

PRIOR DISCIPLINE.

Not applicable

FACTS SUPPORTING AGGRAVATING CIRCUMSTANCES.

Standard 1.2(b)(iv) significant harm - Respondent's misconduct significantly harmed his client. Respondent's withdrawal from Ms. Sandoval's case on the eve of the statute of limitations created a foreseeable prejudice to his client.

MITIGATING CIRCUMSTANCES.

No Prior Record of Discipline - Standard 1.2(e)(i): Respondent has been admitted since 1972 and has no prior record of discipline.

Candor and Cooperation - Standard 1.2(e)(v): Respondent agreed to the imposition of discipline without requiring a hearing.

STATE BAR ETHICS SCHOOL.

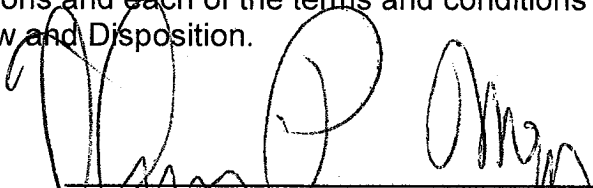
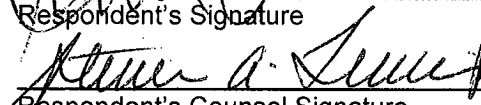
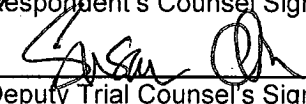
Because respondent has agreed to attend State Bar Ethics School as part of this stipulation, respondent may receive Minimum Continuing Legal Education credit upon the satisfactory completion of State Bar Ethics School.

(Do not write above this line.)

In the Matter of THOMAS MEYER, No. 51147	Case number(s): 04-O-15431; 06-O-13259
-------------------------------------------------------	-------------------------------------------

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>3/21/08</u> Date	 Respondent's Signature	<u>THOMAS P. MEYER</u> Print Name
<u>3/21/08</u> Date	 Respondent's Counsel Signature	<u>STEVEN A. LEWIS</u> Print Name
<u>3/24/08</u> Date	 Deputy Trial Counsel's Signature	<u>SUSAN CHAN</u> Print Name

(Do not write above this line.)

In the Matter Of THOMAS MEYER, No. 51147	Case Number(s): 04-O-15431; 06-O-13259
-------------------------------------------------------	--------------------------------------------------

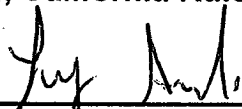
ORDER

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.

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.)**

Apr. 12, 2008
Date


Judge of the State Bar Court
Luz Armendariz

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, on April 2, 2008, 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 San Francisco, California, addressed as follows:

**STEVEN ALLAN LEWIS
LEWIS & BACON
1050 FULTON AVE #125
SACRAMENTO, CA 95825**

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

SUSAN CHAN, Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on **April 2, 2008**.



Laine Silber
Case Administrator
State Bar Court