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State Bar Court of California Hearing Department Los Angeles		
Counsel For The State Bar Hugh G. Radigan 1149 S. Hill Street Los Angeles, CA 90015 213-765-1206 Bar # 94251	Case Number (s) 05-O-00568 05-O-04470 06-O-10875 06-O-11030	(for Court's use) PUBLIC MATTER FILED <i>LDS</i> JUL 20 2009 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
Counsel For Respondent Ellen A. Pansky Pansky Markle Ham LLP 1010 Sycamore Ave. Suite 308 South Pasadena, CA 91030 Bar # 77688	Submitted to: Settlement Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING PUBLIC REPROVAL <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter Of: Eric Alan Chase Bar # 148030 A Member of the State Bar of California (Respondent)		

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 **September 19, 1990**.
- (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 **19** 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."

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- (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 (public reproof)
 - ☐ case ineligible for costs (private reproof)
 - ☒ costs to be paid in equal amounts for the following membership years: **2010, 2011**
(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
- (9) The parties understand that:
- (a) ☐ A private reproof imposed on a respondent as a result of a stipulation approved by the Court prior to initiation of a State Bar Court proceeding is part of the respondent's official State Bar membership records, but is not disclosed in response to public inquiries and is not reported on the State Bar's web page. The record of the proceeding in which such a private reproof was imposed is not available to the public except as part of the record of any subsequent proceeding in which it is introduced as evidence of a prior record of discipline under the Rules of Procedure of the State Bar.
 - (b) ☐ A private reproof imposed on a respondent after initiation of a State Bar Court proceeding is part of the respondent's official State Bar membership records, is disclosed in response to public inquiries and is reported as a record of public discipline on the State Bar's web page.
 - (c) ☒ A public reproof imposed on a respondent is publicly available as part of the respondent's official State Bar membership records, is disclosed in response to public inquiries and is reported as a record of public discipline on the State Bar's web page.

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 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.

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- (3) ☐ **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) ☐ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (5) ☐ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) ☐ **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to 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:

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.

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- (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:

These violations occurred within a brief period of time during which Respondent was experiencing significant turnover and personnel problems within his office staff. Respondent has since implemented an office management plan to address the supervisory aspects of those office procedures then in place contributing to the violations occurring within these same three matters. Respondent has resolved the fee disputes with the complainants.

D. Discipline:

- (1) ☐ **Private reproof** (check applicable conditions, if any, below)
- (a) ☐ Approved by the Court prior to initiation of the State Bar Court proceedings (no public disclosure).
- (b) ☐ Approved by the Court after initiation of the State Bar Court proceedings (public disclosure).

or

- (2) ☒ **Public reproof** (Check applicable conditions, if any, below)

E. Conditions Attached to Reproval:

- (1) ☒ Respondent must comply with the conditions attached to the reproof for a period of
- (2) ☒ During the condition period attached to the reproof, 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 condition period attached to the reproof. 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 the reproof during the preceding calendar quarter. Respondent must also state in each report 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 (thirty) days, that report must be submitted on the next following 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 condition period and no later than the last day of the condition period.

- (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 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 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 conditions attached to the reproval.
- (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) ☒ 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 of the effective date of the reproval.
- ☐ No MPRE recommended. Reason: .
- (11) ☐ 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:

Dismissals:

Case No. 05-O-00568:

The parties agree that Counts one through four sounding in violation of rule 3-110(A), rule 4-100(B)(3), rule 3-700(D)(2) and Business and Professions Code section 6068(l), as alleged in the Notice of Disciplinary Charges shall be dismissed in the interest of justice.

Case No. 05-O-04470:

The parties agree that Counts six and seven sounding in violation of rules 3-310(F) and 3-700(D)(2), as alleged in the Notice of Disciplinary Charges shall be dismissed in the interest of justice.

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Case No. 06-O-10875:

The parties agree that Counts eight and ten sounding in violation of rules 3-110(A) and 3-310(F), as alleged in the Notice of Disciplinary Charges shall be dismissed in the interest of justice.

Case No. 06-O-11030:

The parties agree that Counts twelve and thirteen sounding in violation of rules 4-100(B)(4) and 4-200(A), as alleged in the Notice of Disciplinary Charges shall be dismissed in the interest of justice.

WAIVER OF VARIANCE BETWEEN NOTICE OF DISCIPLINARY CHARGES AND STIPULATED FACTS AND CULBABILITY

The parties waive any variance between the Notice of Disciplinary Charges filed on December 3, 2008, in case no. 06-O-11030 and the facts and/or conclusions of law contained in this stipulation. Additionally, the parties waive the issuance of an amended Notice of Disciplinary Charges. The parties further waive the right to a formal hearing on any charge not included in the pending Notice of Disciplinary Charges.

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Attachment language (if any):

In the Matter of
Eric Alan Chase

A Member of the State Bar

Case number(s):

05-O-00568; 05-O-04470; 06-O-10875 and 06-O-11030

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

- ☐ Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than

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

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 a certified public accountant or other financial professional approved by the Office of Probation, certifying that:
- Respondent has 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.

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: Eric Alan Chase

CASE NUMBER(S): ET AL. 05-O-00568, 05-O-04470, 06-O-10875 and 06-O-11030

FACTS AND CONCLUSIONS OF LAW.

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

Case No. 05-O-04470

Facts:

1. On or about September 3, 2002, Laura Smith ("Smith"), on behalf of Kenneth Gruber, III ("Gruber") employed Respondent's firm, the Chase Law Group ("CLG"), to file a petition for writ of habeas corpus for Gruber related to his conviction in State of Ohio v, Kenneth Gruber, HI, Court of Common Pleas case no, 99CR000351 (the "petition"). Smith paid a total of \$13,900 for CLG's representation. If CLG determined that there were insufficient grounds to file the petition, the fees paid were to be refunded.
2. In September 2002, CLG assigned Gruber's case to its associate attorney, Randy Kravis ("Kravis"). Kravis determined that the petition could be filed and that the deadline to file the petition was June 2003.
3. On January 2, 2003, Kravis resigned from CLG, before he began to draft the petition.
4. In or around March 2003, CLG assigned Gruber's case to its associate attorney, Tara Selver ("Selver"), but no substantive work was performed by Selver on Gruber's case.
5. In May 2003, attorney Arthur Greenspan ("Greenspan") joined CLG as an associate and was assigned to Gruber's case.

6. On December 5, 2003, Smith contacted Greenspan by telephone. Smith demanded a full refund of the fees paid and the return of all documents Smith had sent to CLG related to Gruber's case.

7. Respondent caused a full refund of the fees to be paid to Smith.

8. At no time during CLG's representation of Gruber, did it file the petition. Respondent, as the managing partner of CLG, did not properly supervise the handling of Gruber's case by his associate attorneys.

Conclusion of Law:

By not supervising his associates' handling of Gruber's case and by not filing the petition for Gruber, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

Case No. 06-O-10875

Facts:

9. In November 2003, Ann Sinclair ("Sinclair") hired the Chase Law Group ("CLG") to represent her friend, Willis Rodgers ("Rodgers"), in a criminal appeal. On November 24, 2003, Sinclair paid CLG \$30,000 as fees. On November 28, 2003, Sinclair entered into a fee agreement with CLG for its representation of Rodgers.

10. On December 2, 2003, CLG sent a letter to Sinclair stating that Alison Adams ("Adams") was assigned to handle Rodgers's case.

11. In April 2004, Adams told Sinclair that she would request transcripts from Rodgers' sentencing hearing.

12. On November 10, 2004, Sinclair sent an e-mail to Adams. In Sinclair's e-mail, she stated that she had asked several times for the transcripts of Rogers's sentencing hearing and that Adams had stated in April that she was willing to send them.

13. On November 10, 2004, Adams sent an e-mail to Sinclair. In the e-mail, Adams apologized and stated that she never obtained the transcripts and had decided not to order the transcripts. On November 10, 2004, Adams sent another e-mail to Sinclair confirming her agreement to order the transcripts.

14. On December 9, 2004, Adams sent a letter to Sinclair regarding the status of Rodgers's matter. In the letter, Adams stated that the report of Dr. Athey, who conducted a psychological evaluation of Rodgers, clearly supported a petition to set aside the judgment and plea. Adams indicated that she expected to draft the petition after the first of the year, and "certainly by February."

15. On February 17, 2005, Sinclair sent an e-mail to Adams. In the e-mail, Sinclair requested the status of Rodgers's matter.

16. On February 23, 2005, Adams sent an e-mail to Sinclair regarding the status of Rodgers' matter. In the e-mail, Adams stated that she hoped to get to the writs by the next month.

17. On March 15, 2005, Adams sent a letter to Rodgers in response to his letter. In the letter, Adams stated that she had been "insanely busy," but expected to put Rodgers's case together in April, obtain local counsel, and have the writ filed by early May.

18. On May 9, 2005, Sinclair sent an e-mail to Adams. In the e-mail, Sinclair requested the status of Rodgers's matter.

19. On May 10, 2005, Adams sent an e-mail to Sinclair. In the e-mail, Adams said that she had notified Dr. Athey that Sinclair wanted to go forward. On May 10, 2005, Sinclair sent an e-mail in

reply to Adams. In Sinclair's reply e-mail, she asked when the testing might occur. On May 12, 2005, Adams sent a reply e-mail to Sinclair stating that she could make no promises or predictions of any kind from that point on.

20. In late July or early August 2005, Adams' employment with CLG was terminated. Respondent assigned Rodgers's matter to another CLG attorney, Susan Ferguson ("Ferguson").

21. On August 24, 2005, Ferguson sent a letter to Rodgers stating that she had been assigned to his case and that Adams no longer worked at CLG. Ferguson further stated that due to her current caseload, it might take three to six months before the writ was complete.

22. On August 30, 2005, Sinclair sent an e-mail to David Rosen of CLG regarding her discovery that Adams was leaving CLG and ceasing work on Rodgers's matter and complaining about CLG's delay in Rodgers's matter. She received no response to her e-mail.

23. On September 19, 2005, Rodgers sent a letter to CLG. In the letter, Rodgers complained that he had not heard about the status of his matter since receiving the letter about the reassignment of his matter to Ferguson. In the letter, Rodgers requested copies of all communications and documents and any other relevant paperwork that had been generated by CLG be sent to Sinclair so that he would have a clearer idea of where things stood.

24. On September 23, 2005, Adams sent an e-mail to Sinclair. In the e-mail, Adams stated that she had agreed, at the request of Ferguson, to take Rodgers's case as part of her contract with CLG. Adams stated that she would resume work on Rodgers's case promptly after meeting another deadline.

25. Adams further stated that local counsel would be located to facilitate Adams's admission pro hac vice in the trial court.

26. On November 21, 2005, Sinclair sent an e-mail to Adams. In the e-mail, Sinclair requested the status of Rodgers' matter. On November 21, 2005, Adams replied to Sinclair's e-mail by stating that there was an administrative snag with the office, but it would be worked out the next week.
27. On December 26, 2005, Adams sent an e-mail to Sinclair. In the e-mail, Adams stated that the administrative snag had not been resolved, but that it would be resolved that week.
28. On January 5 and 6, 2006, Adams sent e-mails to Sinclair. In the e-mails, Adams stated that Respondent had not paid her to continue to represent Rodgers and that Respondent had not responded to her repeated requests that local counsel be hired so that Adams could be admitted pro hac vice in the Kansas court.
29. On January 12, 2006, Adams sent an e-mail to Sinclair. In the e-mail, Adams stated that she would no longer be working on Rodgers's case and that Respondent had assigned the case to Lorilee Gates ("Gates").
30. On January 12, 2006, Sinclair sent a letter to Respondent. In the letter, Sinclair complained that she and Rodgers were not promptly informed that Adams had left CLG or that another attorney had been assigned to Rodgers's matter, and complained about the delay and lack of progress in Rodgers's matter.
31. On February 12, 2006, Sinclair sent a letter to Respondent. In the letter, Sinclair stated that the last contact by CLG was a letter from Ferguson in late August 2005 and that since August 2005, Sinclair sent letters and e-mail and left messages requesting the status of the matter without response from CLG. In the letter, Sinclair terminated CLG's employment, requested a refund of unearned fees from the \$30,000 fee paid, and the prompt return of all documents pertaining to the case.

32. On February 25, 2006, Gates sent a letter to Sinclair. In the letter, Gates stated that there had been personnel changes at CLG. Gates further stated that she intended to obtain a copy of the transcript of Rogers's plea and sentencing and to interview his accuser.

33. On February 26, 2006, Rodgers sent a letter to Respondent. In the letter, Rodgers requested that his records be sent immediately to Sinclair. Rodgers also stated that he had asked for copies of records in September 2005 and that Sinclair asked for the records two weeks prior, but they received no response.

34. On March 2, 2006, Rodgers sent a letter to Respondent. In the letter, Rodgers requested that his records be sent immediately to Sinclair and terminated CLG's employment.

35. On March 23, 2006, Sinclair sent an e-mail to Angelyn Gates. In the e-mail, Sinclair confirmed receipt of a package of records on Rodgers's matter that day which reflected no signs of work on Rogers's case. In Sinclair's letter, she requested a full refund of the fee paid.

36. Other than obtaining a psychological evaluation of Rodgers in 2004, CLG provided no substantive services toward advancing Rodgers's appeal or any other potential post-conviction remedy available to him. Respondent, as the managing partner of CLG, failed to properly supervise his associates handling of Rodgers's appeal.

37. Respondent agreed to refund the entire fee paid by Sinclair. On June 29, 2006, CLG sent a letter to Sinclair with a \$10,000 check, dated July 12, 2006, representing an initial refund toward a total refund of \$30,000. In the letter, CLG stated that it would send payments of \$5,000 each month thereafter until the total amount was paid. CLG issued to Sinclair a \$10,000 check, dated July 25, 2006; and a \$5,000 check, dated August 17, 2006 toward the refund of \$30,000,

38. CLG completed restitution of the \$30,000 in December 2006 via a \$5,000 check dated November 22, 2006.

Conclusion of Law:

By delaying to agree to refund the entire \$30,000 fee between March, 2006 when the demand for refund was first made, and July 2006, Respondent willfully failed to promptly refund the fee paid in advance that had not been fully earned in willful violation of Rules of Professional Conduct, rule 3-700 (D)(2).

Case No. 06-O-11030

Facts:

39. In August 2004, L. Minnich ("Minnich") hired the Chase Law Group ("CLG") to represent her minor son (the "defendant") in a juvenile criminal matter in Ohio which had not yet been filed. On or about August 11, 2004, Minnich entered into a fee agreement with CLG and paid \$5,000 for pre-filing representation of the defendant by CLG. The fee agreement provided that court appearances were not included in the fee and if charges were filed against the defendant, an additional \$20,000 would be due immediately.
40. On or about December 1, 2004, Minnich entered into a second fee agreement with CLG for its representation of the defendant and paid \$25,000 as fees to CLG to handle the entire case, plus \$5,000 as advance costs for an expert witness.
41. On December 3, 2004, a complaint was filed against the defendant in the juvenile branch of the Court of Common Pleas of Richland County, Ohio, case no. 2004 DEL 01146.
42. Pursuant to arrangements made by CLG, on January 4, 2005, George Keyser ("Keyser"), an Ohio attorney, appeared in court for an adjudicatory hearing and entered a not guilty plea for the defendant. Keyser had been hired by CLG to make court appearances, propound and respond to discovery, conduct an investigation and interview witness in defendant's case.

43. On March 8, 2005, Minnich appeared in court with counsel, entered a plea, and judgment was entered by the court. Minnich received no jail time in the case.

44. At no time did CLG use the \$5,000 paid by Minnich as advance costs for an expert. CLG delayed refunding the \$5000 cost advance for several months.

Conclusion of Law:

By not refunding the \$5,000 advanced as costs for several months, Respondent willfully failed to promptly refund funds paid in advance that had not been fully earned in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

PENDING PROCEEDINGS.

The disclosure date referred to, on page one, paragraph A.(7), was June 23, 2009.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of June 23, 2009, the prosecution costs in this matter are \$ 5,511.00. 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.

The primary purposes of disciplinary proceedings conducted by the State Bar of California and of sanctions imposed upon a finding or acknowledgement of a member's professional misconduct are the protection of the public, the courts and the legal profession; the maintenance of high professional standards by attorneys and the preservation of public confidence in the legal profession. Rehabilitation of a member is a permissible object of a sanction imposed upon the member but only if the imposition of the rehabilitative sanctions is consistent with the above stated primary purpose of sanctions for professional conduct. Standard 1.3.

Culpability of a member of willfully failing to perform services in an individual matter or matters not demonstrating a pattern of misconduct or culpability of a member of willfully 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 2.4(b).

See *In the Matter of Hanson* (Review Dept. 1994) 2 Cal. State Bar Ct. Rptr. 703, 715, wherein the Court confronted with Respondent's failure to return an unearned legal fee promptly

and failure to take steps to avoid foreseeable prejudice to the clients, assessed a public reproof with conditions.

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 and State Bar Client Trust Account School.

(Do not write above this line.)

In the Matter of Eric Alan Chase	Case number(s): 05-O-00568; 05-O-04470; 06-O-10875 and 06-O-11030
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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.

7/15/09

Date

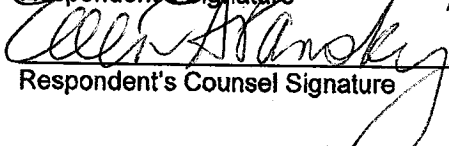
7/16/09

Date

Date



Respondent's Signature



Respondent's Counsel Signature



Deputy Trial Counsel's Signature

Eric Alan Chase

Print Name

Ellen A. Pansky

Print Name

Hugh G. Radigan

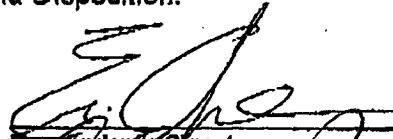
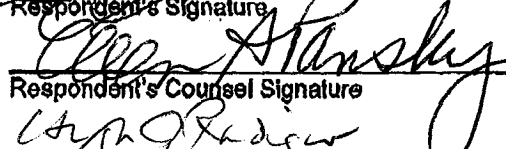

Print Name

(Do not write above this line.)

In the Matter of Eric Alan Chase	Case number(s): 05-O-00588; 05-O-04470; 06-O-10875 and 06-O-11030
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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>7/6/09</u> Date	 Respondent's Signature	<u>Eric Alan Chase</u> Print Name
<u>7/6/09</u> Date	 Respondent's Counsel Signature	<u>Ellen A. Pansky</u> Print Name
<u>July 6 '09</u> Date	 Deputy Trial Counsel's Signature	<u>Hugh G. Radigan</u> Print Name

(Do not write above this line.)

In the Matter Of
Eric Alan Chase

Case Number(s):

05-O-00568; 05-O-04470; 06-O-10875 and 06-O-11030

ORDER

Finding that the stipulation protects the public and that the interests of Respondent will be served by any conditions attached to the reproof, 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 REPROVAL IMPOSED.
- ☐ The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the REPROVAL IMPOSED.
- ☐ All court dates in the Hearing Department are vacated.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 125(b), Rules of Procedure.) Otherwise the stipulation shall be effective 15 days after service of this order.

Failure to comply with any conditions attached to this reproof may constitute cause for a separate proceeding for willful breach of rule 1-110, Rules of Professional Conduct.

Date

7/8/09


Judge of the State Bar Court

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, on July 20, 2009, 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:

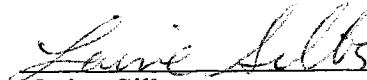
- ☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at San Francisco, California, addressed as follows:

ELLEN ANNE PANSKY
PANSKY MARKLE HAM LLP
1010 SYCAMORE AVE UNIT 308
SOUTH PASADENA, CA 91030

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

HUGH RADIGAN, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on July 20, 2009.



Laine Silber
Case Administrator
State Bar Court