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

Counsel For The State Bar Susan I. Kagan Deputy Trial Counsel 180 Howard Street San Francisco, CA 94105 (415) 538-2037 Bar # 214209	Case Number (s) 05-O-01018 [06-O-14048; 06-O-15522; 07-O-13900; 07-O-14907; 08-O-14512]	(for Court's use) PUBLIC MATTER FILED  SEP 01 2009 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
Counsel For Respondent William M. Balin, Esq. 345 Franklin St San Francisco, CA 94102 (415) 241-7360 Bar # 59104	Submitted to: Settlement Judge	
In the Matter Of: William P. Daley Bar # 53372 A Member of the State Bar of California (Respondent)	STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	

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

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted **December 13, 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 **24** 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 **05-O-04011**
 - (b) Date prior discipline effective **December 14, 2006**
 - (c) Rules of Professional Conduct/ State Bar Act violations: **Rule 3-110(A) of the Rules of Professional Conduct and section 6068(m) of the Business and Professions Code in one client matter.**
 - (d) Degree of prior discipline **Private Reproval**
 - (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 20.**
- (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 page 20.**
- (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. **See page 20.**
- (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. **See page 20.**
- (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 **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:

(b) The above-referenced suspension is stayed.

(2) **Probation:**

Respondent must be placed on probation for a period of **three (3) 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 **nine (9) months**.

- 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 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 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 954-9.10(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.**
- No MPRE recommended. Reason:
- (2) **Rule 955-9.20, California Rules of Court:** Respondent must comply with the requirements of rule 955-9.20, 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.

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- (3) **Conditional Rule 955-9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule 955-9.20, 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 language begins here (if any):

FACTS AND CONCLUSIONS OF LAW

Case No. 05-O-01018 [The Hanrahan matter]

Facts

1. From September 15, 2002 through December 2, 2006, non-attorney, Edward D. Lerner ("Lerner"), owned and operated a national law practice known as "Crime Attorneys." During that time, Lerner was the sole owner and Chief Executive Officer of Crime Attorneys and the sole owner and operator of toll free telephone numbers and the following two Internet websites for Crime Attorneys: 1) CrimeAttorneys.com; and 2) FightForMe.com. During that time, Lerner employed non-attorney, Vicki Stanfill ("Stanfill"), as a "Case Manager" and "Director of Client Services" for Crime Attorneys.
2. On September 15, 2002, Lerner entered into an agreement ("first lease agreement") with attorney, John H. Feiner ("Feiner"). Under the first lease agreement, Lerner leased the name "Crime Attorneys," the two websites and the toll free telephone lines to Feiner and listed Feiner as "managing partner" of Crime Attorneys. Under the first lease agreement, Lerner was authorized to do the following with little or no input from Feiner or any of the other attorneys employed by Feiner on behalf of Crime Attorneys: 1) personally provide legal advice to clients visiting the Crime Attorneys websites and calling the toll free telephone lines; 2) allow Stanfill to provide legal advice to clients visiting the Crime Attorneys websites and calling the toll free telephone lines; 3) establish the scope of work to be performed on behalf of the clients; 4) establish fees for legal services and negotiate fees and fee agreements with clients; and 5) assign cases to attorneys to provide legal services and establishing the scope of the attorneys' work.
3. From September 15, 2002 through March 2004, Lerner and Feiner operated under the first lease agreement.
4. From October or November 2003 through March 2004, respondent was employed by Feiner to work at Crime Attorneys on a part-time basis.
5. In March 2004, respondent terminated his employment with Feiner.
6. In March 2004, Lerner and Feiner terminated the first lease agreement.
7. In March 2004, respondent and attorney Stephen P. Naratil ("Naratil") formed a lease.
8. In March 2004, respondent, Naratil and Lerner entered an agreement ("second lease agreement"). Under the second lease agreement, Lerner leased the name "Crime Attorneys," the two websites and the toll free telephone lines to respondent and Naratil and listed them as "managing partners" of Crime Attorneys. Under the second lease agreement, Lerner was authorized to do the following with little or no input from respondent or Naratil: 1) personally provide legal advice to clients visiting the Crime Attorneys websites and calling the toll free telephone lines; 2) allow Stanfill to provide legal advice to clients visiting the Crime Attorneys websites and calling the toll free telephone lines; 3) establish the scope of work to be performed on behalf of the clients; 4) establish fees for legal services and negotiate fees and fee agreements with

- clients; and 5) assign cases to attorneys to provide legal services and establishing the scope of the attorneys' work.
9. From March 2004 through October 2004, respondent, Naratil and Lerner operated under the second lease agreement.
10. In October 2004, respondent terminated the second lease agreement with Lerner; Naratil continued to operate under the second lease agreement.
11. In December 2004, respondent and Naratil dissolved their lease.
12. On November 15, 2003, Latoya Wakefield ("Wakefield") contacted Crime Attorneys to discuss the possibility of hiring Crime Attorneys to file an appeal on behalf of her father-in-law, William Hanrahan ("Hanrahan"), who had recently been convicted of a crime in the State of New York. At that time, Wakefield spoke with Stanfill who quoted a legal fee of \$20,000 for handling the appeal.
13. Shortly thereafter, Wakefield, who could not afford the \$20,000 fee, spoke with Lerner who agreed to accept \$10,000 in fees up front, with the remaining \$10,000 to be paid at a later, unspecified date. At no time was Wakefield advised that work on Hanrahan's appeal would not begin and the trial transcripts would not be ordered until Crime Attorneys received the remaining \$10,000 of the \$20,000 fee.
14. On January 1, 2004, Wakefield hired Crime Attorneys to file Hanrahan's appeal and signed a written fee agreement for \$20,000. The written fee agreement contained the following language: "retainer includes up to \$2300.00 in costs for transcripts." On the same date, Hanrahan's wife, Sonjat Hanrahan, paid Crime Attorneys \$10,000 in advanced fees. Respondent never received any portion of the \$10,000 paid by Wakefield to Crime Attorneys.
15. On January 1, 2004, Lerner assigned respondent to work on Hanrahan's appeal. At the time, respondent was a part-time employee at Crime Attorneys.
16. Thereafter, respondent had a few telephone conversations with Wakefield and Hanrahan regarding Hanrahan's appeal, but performed no legal work on behalf of Hanrahan.
17. Respondent performed no work on Hanrahan's appeal because Lerner had directed him not to work on the case until full payment of the \$20,000 fee had been received.
18. Even though the fee agreement provided that the "retainer includes up to \$2300.00 in costs for transcripts," respondent did not order the transcripts in Hanrahan's case.
19. As of March 2004, respondent and Naratil entered into the second lease agreement with Lerner and assumed responsibility over Lerner and the existing cases maintained by Crime Attorneys, including Hanrahan's case, which was still assigned to respondent.
20. As of May 31, 2004, Hanrahan had not made any further payments to respondent.

21. As of May 31, 2004, Wakefield discovered that no work had been performed on Hanrahan's appeal because the remaining \$10,000 had not been paid. Upon making this discovery, Wakefield contacted Lerner to terminate respondent's services and request a refund.
22. On May 31, 2004, Wakefield sent a follow-up email to Lerner, stating: "We wanted to end the contract due to money [situation. We] can not [sic] afford to lose money that we barely had. I need to [know what] options can be done so that something can be started. If a suitable [sic] payment plan can be agreed upon that would be [an] option."
23. On May 31, 2004, Lerner responded to Wakefield's email with an email, stating: "As both Vickie and I have said to you, on many occasions, w[e] always have been) [sic] quite open to payments... We have every intent to honor our commitment and obligation [to you] and your family. All we are asking is that you meet us at leas[t half] way. The balance was due well over seven months ago... We can accept as payment literally anything of value, inclu[ding] trucks, property and anything else of value. Or, as we hav[e already] mentioned, you can make payments. We have been offering th[ese] options since last year. We stand fully prepared to work with you, as we always have [been]."
24. In response to Lerner's email, on May 31, 2004, Wakefield sent an email to Lerner, stating: "Then I need to know will ya'll start... Being it has been that long and you do have [half] of the payment... I do understand the length of time but nothing at all has been [done] from the beginning... So we start payments but i [sic] need to know what results will come..."
25. In response to Wakefield's email, on May 31, 2004, Lerner sent an email to Wakefield, stating: "We all knew at the very beginning that in order to get into... the case we would need to order the transcripts. We had discussed [that we] would do that at our expense, but in order to pay for the very expensive transcripts (thousands of dollars), we would need to be paid [our] fee... In any case, our entire firm (myself, Vickie Stanfill and Bil[l]) are prepared (as we have been from the beginning) to jump into [the case] with 100% effort... That said, what can you do about the balance of our fee? Let me know. We are all ready to go at 100 miles per hour on [your] behalf."
26. On July 23, 2004, Hanrahan paid an additional \$500 in advanced fees to Crime Attorneys in an effort to get respondent to start working on the appeal.
27. Respondent still performed no work on Hanrahan's appeal because Lerner had directed him not to work on the case until full payment of the \$20,000 fee had been received.
28. After making the \$500 payment, Hanrahan discovered that respondent did not commence work on his appeal. Soon thereafter, Hanrahan terminated respondent's services and requested a refund of unearned fees.
29. Later, respondent refunded to Hanrahan the \$500 which was paid by Hanrahan after respondent and Naratil assumed responsibility over Lerner and the existing cases maintained by Crime Attorneys.
30. Hanrahan never received a refund of the \$10,000 that was paid to Crime Attorneys before respondent and Naratil assumed responsibility over Lerner and the existing cases maintained by Crime Attorneys.

Conclusions of Law

1. By allowing Lerner, a non-lawyer, to control when respondent would start working on Hanrahan's appeal and by allowing Lerner to control when transcripts would be ordered in Hanrahan's case when respondent was an employee of Feiner's at Crime Attorneys, and by entering into the second lease agreement with Lerner and allowing Lerner to provide legal advice to clients visiting the Crime Attorneys websites and calling the toll free telephone lines, allowing Stanfill to provide legal advice to clients visiting the Crime Attorneys websites and calling the toll free telephone lines, allowing Lerner to establish the scope of work to be performed on behalf of the clients, allowing Lerner to establish fees for legal services and negotiate fees and fee agreements with clients and to negotiate fees with Wakefield and allowing Lerner to assign cases to attorneys to provide legal services and establishing the scope of the attorneys' work, all with little or no supervision by respondent or Naratil, respondent aided Lerner in the unauthorized practice of law in wilful violation of rule 1-300(A) of the Rules of Professional Conduct.
2. By failing to file an appeal on behalf of Hanrahan, by failing to order the transcripts in Hanrahan's case after receiving payment from Hanrahan for the transcripts, and by failing to perform any work on behalf of Hanrahan, respondent intentionally, recklessly and repeatedly failed to perform legal services with competence in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

Case No. 06-O-14048 [The Makris matter]

Facts

1. From September 15, 2002 through December 2, 2006, non-attorney, Edward D. Lerner ("Lerner"), owned and operated a national law practice known as "Crime Attorneys." During that time, Lerner was the sole owner and Chief Executive Officer of Crime Attorneys and the sole owner and operator of toll free telephone numbers and the following two Internet websites for Crime Attorneys: 1) CrimeAttorneys.com; and 2) FightForMe.com. During that time, Lerner employed non-attorney, Vicki Stanfill ("Stanfill"), as a "Case Manager" and "Director of Client Services" for Crime Attorneys.
2. On September 15, 2002, Lerner entered into an agreement ("first lease agreement") with attorney, John H. Feiner ("Feiner"). Under the first lease agreement, Lerner leased the name "Crime Attorneys," the two websites and the toll free telephone lines to Feiner and listed Feiner as "managing partner" of Crime Attorneys. Under the first lease agreement, Lerner was authorized to do the following with little or no input from Feiner or any of the other attorneys employed by Feiner on behalf of Crime Attorneys: 1) personally provide legal advice to clients visiting the Crime Attorneys websites and calling the toll free telephone lines; 2) allow Stanfill to provide legal advice to clients visiting the Crime Attorneys websites and calling the toll free telephone lines; 3) establish the scope of work to be performed on behalf of the clients; 4) establish fees for legal services and negotiate fees and fee agreements with clients; and 5) assign cases to attorneys to provide legal services and establishing the scope of the attorneys' work.
3. From September 15, 2002 through March 2004, Lerner and Feiner operated under the first lease agreement.
4. From October or November 2003 through March 2004, respondent was employed by Feiner to work at Crime Attorneys on a part-time basis.

5. In March 2004, respondent terminated his employment with Feiner.
6. In March 2004, Lerner and Feiner terminated the first lease agreement.
7. In March 2004, respondent and attorney Stephen P. Naratil ("Naratil") formed a lease.
8. In March 2004, respondent, Naratil and Lerner entered an agreement ("second lease agreement"). Under the second lease agreement, Lerner leased the name "Crime Attorneys," the two websites and the toll free telephone lines to respondent and Naratil and listed them as "managing partners" of Crime Attorneys. Under the second lease agreement, Lerner was authorized to do the following with little or no input from respondent or Naratil: 1) personally provide legal advice to clients visiting the Crime Attorneys websites and calling the toll free telephone lines; 2) allow Stanfill to provide legal advice to clients visiting the Crime Attorneys websites and calling the toll free telephone lines; 3) establish the scope of work to be performed on behalf of the clients; 4) establish fees for legal services and negotiate fees and fee agreements with clients; and 5) assign cases to attorneys to provide legal services and establishing the scope of the attorneys' work.
9. From March 2004 through October 2004, respondent, Naratil and Lerner operated under the second lease agreement.
10. In October 2004, respondent terminated the second lease agreement with Lerner; Naratil continued to operate under the second lease agreement.
11. In December 2004, respondent and Naratil dissolved their lease.
12. As of March 2004, respondent and Naratil entered into the second lease agreement with Lerner and became managing partners of Crime Attorneys.
13. On June 21, 2004, Patricia Makris ("Makris") met with Lerner to discuss the possibility of hiring Crime Attorneys to represent her in a criminal matter. Specifically, Makris believed that criminal charges would be filed against her for an alleged embezzlement of \$180,000 from her former employer. At the time of the meeting, Makris believed Lerner was an attorney. At the meeting, Lerner quoted Makris a fee of \$20,000 for representation. On the same date, Makris hired Crime Attorneys to represent her "through trial" for \$20,000 and signed a written fee agreement. On the same date, Makris paid \$20,000 in advanced fees to Crime Attorneys by putting the following amounts on three different credit cards: \$13,500, \$4,000 and \$2,500.
14. On June 21, 2004, Lerner assigned respondent to handle Makris' case.
15. From June 21, 2004 through March 2005, Makris made installment payments to her former employer in an effort to repay the \$180,000. During that same time period, no criminal charges were filed against Makris. During that time period, Makris was in contact with respondent, but respondent performed little, if any, work on her case.
16. Prior to March 19, 2005, Makris received a note from a police detective ("Investigator Morano") notifying her that criminal charges would be filed against her in Los Angeles County Superior Court.

17. On March 19, 2005, Makris faxed a letter to respondent advising him of Investigator Morano's note and requesting respondent's help. Respondent received Makris' March 19, 2005 letter.
18. On March 19, 2005, respondent sent an email to Makris promising to contact Investigator Morano on her behalf.
19. Thereafter, criminal charges were filed and a warrant was issued against Makris in the case, *People v. Makris*, Los Angeles County Superior Court Case No. LA04850.
20. On April 1, 2005, respondent and Makris appeared in court to voluntarily surrender in Case No. LA04850. At that time, Makris was arrested and required to post a \$100,000 bond for her release. Thereafter, Makris posted bond and was released.
21. On April 8, 2005, Makris hired attorney Howard Price ("Price") to represent her in Case No. LA04850.
22. On April 8, 2005, Makris faxed a letter to respondent terminating his services and requesting that he send her client file to Price. Respondent received Markris' April 8, 2005 letter.
23. Soon thereafter, respondent sent Makris' client file to Price.
24. On July 6, 2006, Price sent a letter to Crime Attorneys, with a copy to respondent, requesting an accounting of the \$20,000 in advanced fees paid by Makris and a refund of unearned fees. Respondent received Price's July 6, 2006 letter, but failed to respond to it.
25. On July 10, 2006, Lerner advised Price that respondent was solely responsible for the Makris matter.
26. On July 10, 2006, Price sent a letter to Crime Attorneys and respondent, requesting an accounting and a refund of unearned fees. Respondent received Price's July 10, 2006 letter, but failed to respond to it.
27. On July 11, 2006, Lerner sent an email to Price again denying responsibility for the Makris matter.
28. On July 11, 2006, Price sent an email to Crime Attorneys, with a copy to respondent, again requesting an accounting and refund of unearned fees. Respondent received Price's July 11, 2006 email, but failed to respond to it.
29. On July 11, 2006, Lerner responded to Price's July 11, 2006 email by sending another email to Price denying responsibility for the Makris matter.
30. On July 11, 2006, Price forwarded via email Lerner's July 11, 2006 email to respondent. Respondent received Lerner's July 11, 2006 email.
31. On July 11, 2006, respondent sent an email to Price acknowledging receipt of Price and Lerner's emails and stating in part: "I do not know the substance of your dispute with Mr. Lerner but I assume its dollars and cents."

32. On July 11, 2006, Price sent an email to respondent again requesting an accounting and refund of unearned fees from respondent. Respondent received Price's July 11, 2006 email, but failed to respond to it.
33. To date, respondent has failed to provide an accounting to Makris.
34. Respondent did not earn a substantial portion of \$20,000 paid by Makris as advanced fees to represent her interests "through trial" in the criminal matter.
35. In April 2008, respondent and Makris reached a settlement regarding unearned fees and respondent refunded to Makris a portion of the \$20,000 Makris paid as advanced fees.

Conclusions of Law

1. By allowing Lerner, a non-lawyer, to establish the fee for handling Makris' case, establish the scope of work to be performed on behalf of Makris and negotiate the fee agreement with Makris, with no attorney supervision, and by allowing Lerner to assign Makris' case to respondent, respondent aided Lerner in the unauthorized practice of law in wilful violation of rule 1-300(A) of the Rules of Professional Conduct.
2. By failing to provide an accounting to Makris of work performed by respondent on behalf of Makris and fees earned by respondent, respondent failed to render appropriate accounts to a client of all funds of client in respondent's possession in wilful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.

Case No. 06-O-15522 [The Chavez matter]

Facts

1. On February 4, 2005, respondent created the corporation "American Criminal Defense Marketing, Inc." and began advertising his firm under the name "American Criminal Defense" or "ACD."
2. From at least July 22, 2005 through August 2007, respondent employed non-attorney, Randolph A. Hintzen ("Hintzen") to work at his firm. During that time, Hintzen was allowed to do the following with little or no input from respondent: 1) handle all incoming calls on respondent's toll free telephone line; 2) conduct client interviews; 3) provide legal advice during initial client interviews; 4) establish and negotiate fees for legal services; and 4) obtain client signatures on fee agreements.
3. At all relevant times herein, respondent maintained a client trust funds account at Wells Fargo Bank (Account No. xxxxxx7989; hereinafter "trust account" or "respondent's trust account"). The account number has been excluded to protect the account from identity theft.
4. From July 22, 2005 through at least August 2007, respondent maintained a general operating account under the name "American Criminal Defense Marketing, Inc." at Bank of America (Account No. xxxxxx0702; hereinafter "general operating account" or "respondent's general operating account"). The account number has been excluded to protect the account from identity theft. During that same time period, Hintzen was a signatory on respondent's general operating account.
5. On October 3, 2006, Jose Chavez ("Chavez") was detained by the ICE and placed in custody in Santa Clara County Department of Corrections.

6. On October 4, 2006, Chavez's cousin, Jesus Chavez, contacted respondent's firm on behalf of Chavez. At that time, Jesus Chavez spoke with Hintzen who offered to come to Jesus Chavez' house to discuss his cousin's immigration case. On or about the same date, Hintzen met with Jesus Chavez and Chavez' wife. In the meeting, Hintzen, discussed legal strategies for Chavez' immigration case and quoted a legal fee of \$10,000 for respondent's representation of Chavez in the immigration case. During the meeting, Hintzen referred to respondent as his "partner." At no time did Hintzen inform Jesus Chavez that Hintzen was not an attorney.
7. On October 4, 2006, Jesus Chavez hired respondent to represent his cousin in the immigration case. On the same date, Jesus Chavez signed a written fee agreement provided by Hintzen and Chavez's wife gave Hintzen check no. 1090 in the amount of \$10,000 made payable to "ACD" as respondent's advanced legal fees.
8. Respondent visited Chavez in custody two times: 1) on or about October 5, 2006, for approximately 45 minutes; and 2) on or about October 10, 2006, for approximately 50 minutes. Those were the only times that Chavez met with or spoke with respondent during respondent's representation of Chavez.
9. On October 10, 2006, respondent deposited check no. 1090 into his client trust account.
10. On October 11, 2006, respondent withdrew \$15,000 from his client trust account, leaving a balance of \$1,210.65.
11. Chavez' first court date was scheduled to take place on October 25, 2006. Prior to October 25, 2006, Chavez learned from Hintzen that respondent would be on vacation during the first court date and unable to appear on Chavez' behalf. Thereafter, Chavez hired another attorney to represent him in his immigration case.
12. On October 25, 2006, Jesus Chavez faxed a letter to respondent terminating respondent's services on behalf of his cousin and requesting a refund on unearned fees. Respondent received the October 25, 2006 fax.
13. Respondent did not earn the \$10,000 in advanced fees paid by Chavez to represent him in the immigration matter.
14. Respondent performed little legal work on behalf of Chavez.
15. Respondent was not entitled to more than \$1,000 in legal fees for the little legal work he performed on behalf of Chavez.
16. On November 15, 2006, respondent sent a letter to Jesus Chavez enclosing check no. 166 from his general operating account in the amount of \$4,000 as a "partial refund" of his unearned fees.
17. As of November 15, 2006, respondent was required to maintain a balance of at least \$6,000 in his client trust account on behalf of Chavez. From October 11, 2006, through December 29, 2006, the balance in respondent's client trust account was \$1,210.65.

18. On November 21, 2006, Jose and Jesus Chavez sent a letter to respondent requesting an accounting and when respondent would refund the remainder of the unearned fees. Respondent received the November 21, 2006 letter, but failed to provide an accounting.
19. On November 27, 2006, respondent sent a letter to Jose and Jesus Chavez advising of his intent to refund an additional \$3,500, which he promised to send out that week.
20. On December 8, 2006, respondent sent a letter to Jesus Chavez enclosing check no. 169 from his general operating account in the amount of \$2,500, for a total refund of \$6,500. In the letter, respondent advised that he still intended to refund an additional \$1,000, for a total refund of \$7,500.
21. As of December 8, 2006, respondent was required to maintain a balance of at least \$2,500 in his client trust account on behalf of Chavez. However, as set forth above, from October 11, 2006 through December 29, 2006, the balance in respondent's client trust account was \$1,210.65.
22. After making the \$2,500 payment on December 8, 2006, respondent failed to refund any additional unearned fees to Chavez.
23. To date, respondent has failed to provide an accounting to Jose or Jesus Chavez.

Conclusions of Law

1. By allowing Hintzen, a non-lawyer, to conduct the initial interview with Jesus Chavez, provide legal advice to Jesus Chavez about his cousin's immigration case, establish respondent's fee for representation in Chavez' immigration case and obtain Jesus Chavez' signature on the fee agreement on behalf of his cousin, all with little or no supervision by respondent, respondent aided Hintzen in the unauthorized practice of law in wilful violation of rule 1-300(A) of the Rules of Professional Conduct.
2. By not returning any portion of the \$10,000 paid as advanced fees by Chavez to his client trust account after learning that Chavez disputed respondent's entitlement to the advanced fees and by not maintaining at least \$2,500 in his client trust account after refunding only \$6,500 of the \$10,000 paid by Chavez, respondent willfully failed to maintain client funds in a trust account in wilful violation of rule 4-100(A) of the Rules of Professional Conduct.
3. By failing to provide an accounting to Chavez after Chavez requested him to provide one, respondent willfully failed to render appropriate accounts to a client regarding all funds coming into respondent's possession in wilful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.
4. By failing to refund any portion of the remaining \$2,500 from the \$10,000 paid by Chavez after Chavez terminated his services and requested a refund and respondent performed little work on behalf of Chavez, respondent failed to promptly refund unearned fees in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 07-O-13462 [The Screen/Pacheco matter]

Facts

1. On February 4, 2005, respondent created the corporation "American Criminal Defense Marketing, Inc." and began advertising his firm under the name "American Criminal Defense" or "ACD."
2. From at least July 22, 2005 through August 2007, respondent employed non-attorney, Randolph A. Hintzen ("Hintzen") to work at his firm. During that time, Hintzen was allowed to do the following with little or no input from respondent: 1) handle all incoming calls on respondent's toll free telephone line; 2) conduct client interviews; 3) provide legal advice during initial client interviews; 4) establish and negotiate fees for legal services; and 4) obtain client signatures on fee agreements.
3. From July 22, 2005 through at least August 2007, respondent maintained a general operating account under the name "American Criminal Defense Marketing, Inc." at Bank of America (Account No. xxxxxx0702; hereinafter "general operating account" or "respondent's general operating account"). The account number has been excluded to protect the account from identity theft. During that same time period, Hintzen was a signatory on respondent's general operating account.
4. On October 1, 2006, Perrin Pacheco ("Pacheco") was arrested in San Jose after a police squad car stopped him on a sidewalk, searched him and found a set of brass knuckles in his pocket. Pacheco was later released with a notice to appear in court on October 10, 2006.
5. On October 3, 2006, Pacheco's grandmother, Lenore Screen ("Screen"), called respondent's toll free telephone line and left a voicemail message requesting information about hiring respondent to represent Pacheco. At the time, Pacheco was living at his grandmother's house.
6. On October 3, 2006, Hintzen called Screen in response to her message on respondent's toll free telephone line. At that time, Hintzen offered to come to Screen's home to discuss respondent's representation of Pacheco.
7. On October 3, 2006, Hintzen met with Pacheco and Screen at Screen's house. At the meeting, Hintzen explained best and worst case scenarios and described the steps leading up to a jury trial and what would be done at each stage. Hintzen then quoted a fee of \$7,500 for respondent to represent Pacheco through the preliminary hearing. On October 3, 2006, Pacheco signed a written fee agreement for \$7,500 for respondent to represent him in the criminal matter. On October 3, 2006, Screen paid Hintzen with check no. 4330 in the amount of \$7,500 made payable to A.C.D. as advanced fees for respondent's representation of Pacheco.
8. At the meeting, Hintzen advised Pacheco that respondent would meet him at court on October 10, 2006.
9. On October 3, 2006, respondent deposited check no. 4330 into his general operating account.
10. On October 3, 2006, respondent split the fees paid by Screen with Hintzen. Specifically, on October 3, 2006, after depositing Screen's check, respondent issued check no. 161 from his general operating account in the amount of \$3,375.00 to Hintzen.

11. On October 10, 2006, Pacheco appeared in court for his scheduled court appearance. Respondent did not appear. Pacheco questioned the court clerk about his case. At that time, Pacheco learned that the charges against him were dropped and he was free to leave.
12. Thereafter, Pacheco attempted to contact respondent and left several voicemail messages requesting a refund. Respondent received Pacheco's voicemail messages, but failed to return Pacheco's calls or provide a refund.
13. Soon thereafter, Pacheco called respondent from a different telephone number than he had used in the past. Respondent answered the call and Pacheco again requested a refund. Respondent promised to contact Pacheco at a later time to discuss the matter. This was Pacheco's one and only contact with respondent. After the telephone call, respondent never contacted Pacheco or provided a refund.
14. On August 20, 2007, Screen filed a complaint against respondent with the State Bar.
15. On August 29, 2007, respondent was interviewed by the State Bar regarding Screen's complaint.
16. On September 4, 2007, respondent refunded \$2,500 to Screen.
17. On November 28, 2007, respondent refunded \$2,500 to Screen.
18. On February 14, 2008, respondent refunded \$2,500, for a total refund of the \$7,500 in advanced fees paid by Screen on behalf of Pacheco.
19. Respondent performed no legal work on behalf of Pacheco.
20. Respondent did not earn any portion of the \$7,500 paid as advanced fees by Screen for respondent's representation of Pacheco in the criminal matter.

Conclusions of Law

1. By allowing Hintzen, a non-lawyer, to conduct the initial interview with Pacheco, provide legal advice to Pacheco about his criminal case, establish respondent's fee for representation in Pacheco's criminal case and obtain Pacheco's signature on the fee agreement, all with little or no supervision by respondent, respondent aided Hintzen in the unauthorized practice of law in wilful violation of rule 1-300(A) of the Rules of Professional Conduct.
2. By splitting the \$7,500 in advanced fees paid by Screen on behalf of Pacheco with Hintzen, a non-attorney, respondent wilfully shared legal fees with a person who is not a lawyer in willful violation of rule 1-320(A) of the Rules of Professional Conduct.
3. By not refunding the \$7,500 to Screen until February 14, 2008, and only after the State Bar became involved in the matter, respondent failed to promptly refund unearned fees in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 07-O-13900 [The Mack matter]

Facts

1. On February 4, 2005, respondent created the corporation "American Criminal Defense Marketing, Inc." and began advertising his firm under the name "American Criminal Defense" or "ACD."
2. From at least July 22, 2005 through August 2007, respondent employed non-attorney, Randolph A. Hintzen ("Hintzen") to work at his firm. During that time, Hintzen was allowed to do the following with little or no input from respondent: 1) handle all incoming calls on respondent's toll free telephone line; 2) conduct client interviews; 3) provide legal advice during initial client interviews; 4) establish and negotiate fees for legal services; and 4) obtain client signatures on fee agreements.
3. On November 3, 2006, Eferm Mack ("Mack") met with Hintzen to discuss hiring respondent to represent Mack's son, Rodney Mack, in a criminal matter.
4. On the same date, Mack signed a written fee agreement agreeing to pay respondent \$5,000 for his representation of Rodney Mack in a criminal matter.
5. On November 3, 2006, Mack paid Hintzen with check no. 1442 in the amount of \$2,500 made payable to ACD as advanced fees for respondent's representation of Rodney Mack.
6. On November 17, 2006, Mack paid Hintzen with check no. 1445 in the amount of \$1,500 made payable to ACD as advanced fees for respondent's representation of Rodney Mack.
7. On November 30, 2006, Mack paid Hintzen with check no. 1448 in the amount of \$1,000 made payable to ACD as advanced fees for respondent's representation of Rodney Mack.
8. In total, Mack paid \$5,000 in advanced fees for respondent's representation of Rodney Mack.
9. At no time before accepting any payments from Mack did Hintzen or respondent obtain Rodney Mack's informed written consent to his father paying respondent's legal fees for his representation.

Conclusions of Law

By accepting payment of his legal fees from Mack for respondent's representation of Rodney Mack without Rodney Mack's informed written consent, respondent wilfully accepted compensation for representing a client from one other than the client without complying with the requirement(s) of rule 3-310(F) of the Rules of Professional Conduct.

Case No. 07-O-14907 [The Bynum matter]

Facts

1. On February 4, 2005, respondent created the corporation "American Criminal Defense Marketing, Inc." and began advertising his firm under the name "American Criminal Defense" or "ACD."

(Do not write above this line.)

2. From at least July 22, 2005 through August 2007, respondent employed non-attorney, Randolph A. Hintzen ("Hintzen") to work at his firm. During that time, Hintzen was allowed to do the following with little or no input from respondent: 1) handle all incoming calls on respondent's toll free telephone line; 2) conduct client interviews; 3) provide legal advice during initial client interviews; 4) establish and negotiate fees for legal services; and 4) obtain client signatures on fee agreements.
 3. On August 17, 2006, Rhonda Lee Bynum ("Bynum") hired respondent to file a criminal appeal on behalf of Bynum's husband, Jim Bynum.
 4. On the same date, Bynum signed a written fee agreement agreeing to pay respondent \$30,000 for filing an appeal on behalf of Jim Bynum.
 5. On August 17, 2006, Bynum paid respondent \$2,500 as advanced fees for respondent's representation of Jim Bynum.
- Thereafter, respondent received \$13,924.95 from Bynum's former attorney to be applied to respondent's advanced fee.
7. At no time before accepting the \$2,500 from Bynum did respondent obtain Jim Bynum's informed written consent to his wife paying respondent's legal fees for his representation.

Conclusions of Law

By accepting payment of his legal fees from Bynum for respondent's representation of Jim Bynum without Jim Bynum's informed written consent, respondent wilfully accepted compensation for representing a client from one other than the client without complying with the requirement(s) of rule 3-310(F) of the Rules of Professional Conduct.

Case No. 08-O-14512 [The Zavala matter]

Facts

1. On January 3, 2007, Gustavo Zavala ("Zavala"), hired respondent for the limited scope of filing a motion to withdraw Zavala's guilty plea in a criminal matter.
2. On April 5, 2007, respondent filed a motion to withdraw Zavala's guilty plea. The motion was denied on April 6, 2007, and Zavala was subsequently sentenced to state prison.
3. As of April 6, 2007, respondent had completed the limited scope of employment on behalf of Zavala. As of that date, respondent's employment on behalf of Zavala had terminated.
4. On April 13, 2008, Zavala sent a letter to respondent notifying him that Zavala intended appeal of the conviction. In the letter, Zavala requested return of his client file on an expedited basis so that he could timely file the appeal. Respondent received Zavala's April 13, 2008 letter, but failed to provide the client file to Zavala.

5. On April 30, 2008, Zavala sent a second letter to respondent again notifying respondent of the time restriction for filing an appeal and requesting return of his client file from respondent. Respondent received Zavala's April 30, 2008 letter, but failed to provide the client file to Zavala.
6. On October 23, 2008, Zavala sent a third letter to respondent again requesting return of his client file from respondent. Respondent received Zavala's October 23, 2008 letter, but failed to provide the client file to Zavala.
7. To date, respondent has failed to provide the client file to Zavala.

Conclusions of Law

By failing to return the client file to Zavala, respondent failed to release promptly, upon termination of employment, to the client, at the request of the client, all client papers and property, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

PENDING PROCEEDINGS

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

STATE BAR ETHICS SCHOOL AND CLIENT TRUST ACCOUNTING 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 Client Trust Accounting School.

FACTS SUPPORTING AGGRAVATING AND MITIGATING CIRCUMSTANCES

AGGRAVATING CIRCUMSTANCES

Standard 1.2(b)(i). Respondent has one prior record of discipline.

Standard 1.2(b)(ii). Respondent's fourteen counts of misconduct reflect multiple acts of wrongdoing.

Standard 1.2(b)(iv). Respondent's failure to return the client file in the *Zavala* matter (08-O-14512) caused significant harm to his client.

MITIGATING CIRCUMSTANCES

Standard 1.2(e)(v). Respondent displayed spontaneous candor and cooperation to the State Bar during the disciplinary proceedings.

Standard 1.2(e)(vii). Respondent displayed remorse for his misconduct.

SUPPORTING AUTHORITY

Standard 2.2(b) requires at least a three-month actual suspension for a violation of rule 4-100, irrespective of mitigating circumstances.

Standard 2.4(b) requires reproof or suspension for a respondent who has wilfully failed to perform services in which he was retained.

Standard 2.10 requires that a violation of any provision of the Rules of Professional Conduct not specified in the standards (e.g., rules 1-300(A), 1-320(A) and 3-310(F)) shall result in reproof or suspension according to the gravity of the offense or harm, if any, to the victim, with due regard to the purpose of imposing discipline set forth in standard 1.3.

Standard 1.7(a) provides that if a member is found culpable of professional misconduct in any proceeding which discipline may be imposed and the member has a record of one prior imposition of discipline as defined by standard 1.2(f), the degree of discipline imposed in the current proceeding shall be greater than that imposed in the prior proceeding unless the prior proceeding was so remote in time to the current proceeding and the offense for which it was imposed was so minimal in severity that imposing greater discipline in the current proceeding would be manifestly unjust.

Generally, culpability for aiding UPL and fee splitting results in a long actual suspension. (See *In the Matter of Bragg* (Review Dept. 1997) 3 Cal. State Bar Ct. Rptr. 615 [one-year actual suspension for aiding UPL and fee splitting]; see also, *In re Arnoff* (1978) 22 Cal.3d 125 [two years' actual suspension for fee splitting]; *In the Matter of Jones* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 411 [two years' actual suspension for forming a partnership with a non-lawyer, aiding UPL and fee splitting]; *In the Matter of Scapa and Brown* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 635 [18 months' actual suspension for aiding UPL, fee splitting, illegal solicitation and unconscionable fees]; *In the Matter of Nelson* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 178 [six months' actual suspension for forming partnership with non-lawyer, splitting fees and capping]; *In the Matter of Valinoti* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 498 [three years' actual suspension for violations including aggravation for uncharged misconduct of aiding UPL].)

The proper discipline for a wilful violation of rule 4-100 is an actual suspension. (See *In the Matter of Koehler* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 615 [six months' actual suspension for wilful violation of former rule 8-101; prior record of discipline]; *In the Matter of Doran* (Review Dept. 1998) 3 Cal. State Bar Ct. Rptr 871 [six months' actual suspension for wilful violation of rule 4-100; no prior record of discipline]).

In accordance with the standards and case law, a nine-month actual suspension is appropriate for respondent's misconduct in this matter.

In the Matter of William P. Daley	Case number(s): 05-O-01018 [06-O-14048; 06-O-15522; 07-O-13900; 07-O-14907; 08-O-14512]
A Member of the State Bar	

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
Jose Chavez	\$2,500.00	10/25/06

- 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
Jose Chavez	\$100.00	Monthly

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:
 - a. 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.

(Do not write above this line.)

In the Matter of William P. Daley	Case number(s): 05-O-01018 [06-O-14048; 06-O-15522; 07-O-13900; 07-O-14907; 08-O-14512]
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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.

8-6-09
Date

William P. Daley William P. Daley
 Respondent's Signature Print Name

8/13/09
Date

William M. Balin William M. Balin, Esq.
 Respondent's Counsel Signature Print Name

8/17/09
Date

[Signature] Susan I. Kagan
 Deputy Trial Counsel's Signature Print Name

(Do not write above this line.)

In the Matter Of William P. Daley	Case Number(s): 05-O-01018 [06-O-14048; 06-O-15522; 07-O-13900; 07-O-14907; 08-O-14512; 07-O-13462]
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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:

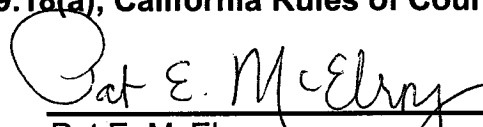
- The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- All Hearing dates are vacated.

1. On pages 1, 22,24, & 25 when case nos. are listed they must include 07-O-13462.
2. On page 4, E.(1) the "x" in front of the box is deleted because there are no "and until" conditions.
3. On page 22, the "x" in front of the second box under paragraph "a" must be deleted.

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.)**

September 1, 2009

Date



Pat E. McElroy
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 September 1, 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:

WILLIAM M BALIN
345 FRANKLIN ST
SAN FRANCISCO, CA 94102

- by certified mail, No. , with return receipt requested, through the United States Postal Service at , California, addressed as follows:

- by overnight mail at , California, addressed as follows:

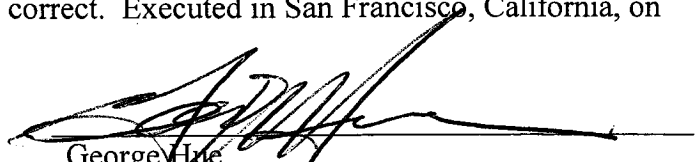
- by fax transmission, at fax number . No error was reported by the fax machine that I used.

- By personal service by leaving the documents in a sealed envelope or package clearly labeled to identify the attorney being served with a receptionist or a person having charge of the attorney's office, addressed as follows:

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

Susan Kagan, Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on September 1, 2009.


George Hue
Case Administrator
State Bar Court