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**ORIGINAL**

<p><b>State Bar Court of California</b>                  Hearing Department                  San Francisco</p> <p><b>PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES</b></p>		<p><del>CONFIDENTIAL</del></p>
<p>Counsel For The State Bar</p> <p><b>Cydney Batchelor</b>                  Deputy Trial Counsel                  180 Howard St., 7<sup>th</sup> Fl.                  San Francisco, CA 94105                  Tele: 415/538-2204</p> <p>Bar # 114637</p>	<p>Case Number (s)</p> <p>05-O-2912-PEM                  05-O-3455                  06-O-11058                  06-O-14758                  06-O-14929                  07-O-10057                  07-O-10058</p>	<p>(for Court's use)</p> <p><b>PUBLIC MATTER</b></p> <p><b>FILED</b> <i>[Signature]</i></p> <p>MAY 12 2010</p> <p>STATE BAR COURT CLERK'S OFFICE                  SAN FRANCISCO</p>
<p>Counsel For Respondent</p> <p><b>Theodore W. Phillips, Esq.</b>                  3080 Cedar Ravine                  Placerville, CA 95667                  Tele: 530/622-2992</p> <p>Bar # 37236</p>	<p><del>RECEIVED</del></p> <p>APR 14 2008</p> <p>STATE BAR COURT CLERK'S OFFICE                  SAN FRANCISCO</p>	
<p>In the Matter Of:</p> <p><b>LAURA A. RAYCRAFT</b></p> <p>Bar # 158260</p> <p>A Member of the State Bar of California                  (Respondent)</p>	<p>Submitted to: <b>Program Judge</b></p> <p><b>STIPULATION RE FACTS AND CONCLUSIONS OF LAW</b></p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	

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

**A. Parties' Acknowledgments:**

- (1) Respondent is a member of the State Bar of California, admitted June 8, 1992.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition (to be attached separately) are rejected or changed by the Supreme Court. However, if Respondent is not accepted into the Lawyer Assistance Program, this stipulation will be rejected and will not be binding on the Respondent or the State Bar.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated, except for Probation Revocation proceedings. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of 13 pages, excluding 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".



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- (6) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (7) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7 and will pay timely any disciplinary costs imposed in this proceeding.

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

- (1)  **Prior record of discipline** [see standard 1.2(f)]
- (a)  State Bar Court case # of prior case
- (b)  Date prior discipline effective
- (c)  Rules of Professional Conduct/ State Bar Act violations:
- (d)  Degree of prior discipline
- (e)  If Respondent has two or more incidents of prior discipline, use space provided below:
- (2)  **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3)  **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4)  **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (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 attached
- (8)  **No aggravating circumstances** are involved.

**Additional aggravating circumstances:**

None

**C. Mitigating Circumstances [see standard 1.2(e)]. Facts supporting mitigating circumstances are required.**

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- (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 attachment
- (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 attachment
- (5)  **Restitution:** Respondent paid \$        o n        i n 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:**

**See attached**

**ATTACHMENT TO**  
**STIPULATION RE FACTS AND CONCLUSIONS OF LAW**

IN THE MATTER OF:       **LAURA A. RAYCRAFT**

CASE NUMBERS:           **05-O-2912; 05-O-3455; 06-O-110580**  
                                  **06-O-14758; 06-O-14929; 07-O-10057**  
                                  **07-O-12486**

**FACTS AND CONCLUSIONS OF LAW.**

**State Bar Case No. 05-O-2912 (Morgan):**

**Facts:**

1. On June 30, 2004, Jason Morgan ("Morgan") employed respondent to represent him in a dissolution proceeding. At the time Morgan employed respondent, he paid her \$1500 in advanced fees.
2. Between June 30, 2004 and September 7, 2004, respondent provided legal services to Morgan.
3. On September 17, 2004, Morgan discharged respondent because he was unhappy with the legal services that respondent provided. At the time that Morgan discharged respondent, he requested an accounting of the fees she received and the return of any unearned fees.
4. On October 7, 2004, Morgan telephoned respondent and left a message requesting a final billing statement. On October 22, 2004, Morgan's mother, Jill Morgan, telephoned respondent and left a message requesting a final billing statement on her son's behalf.
5. Subsequently, respondent failed to return the telephone calls, and failed to provide an accounting.
6. On June 2, 2005, Morgan filed a complaint with the State Bar of California regarding respondent's representation of him. On November 11, 2005, respondent had a discussion with State Bar Investigator Laura Sharek ("Sharek") regarding Morgan's complaint, including his multiple requests for a final billing statement.
7. On November 28, 2005, respondent sent Morgan a final billing statement indicating that her total bill was \$3515, and that she was owed \$2015 after deducing the

\$1500 payment she received when she was employed. The final bill also indicated that respondent was waiving the remaining balance.

Conclusions of Law. By waiting from September 17, 2004 until November 28, 2005 to send a provide an accounting, respondent failed to render appropriate accounts to Morgan regarding Morgan's funds that had come into her possession, in willful violation of Rule of Professional Conduct 4-100(B)(3).

State Bar Case No. 05-O-3455 (Anderson):

Facts:

1. On February 14, 2005, Kathleen Anderson ("Anderson") employed respondent to represent her in a dissolution of marriage proceeding. At the time Anderson employed respondent, she paid her \$5000 in advanced fees.

2. In February and March 2005, respondent performed legal services on Anderson's behalf.

3. In early May 2005, Anderson wanted a status update on her matter regarding respondent's efforts to enforce an order requiring Anderson's estranged husband to pay spousal support. Anderson telephoned respondent for that purpose on May 10, May 12, May 13, May 16 and May 18, 2005, and left a message requesting a status report each time she called. Respondent failed to respond to any of the telephone calls and failed to provide Anderson with a status update.

4. On May 19, 2005, Anderson sent respondent a letter; the letter was not returned as undeliverable. The May 19 letter informed respondent that Anderson was terminating respondent's legal services because of respondent's disregard for her case. The May 19 letter also requested that respondent return Anderson's complete file, provide a final accounting of the advanced fees, and refund any unearned fees within three business days from receipt of the letter.

5. At the time that Anderson terminated respondent, respondent had not earned the \$5000 she had received in advanced fees.

6. Subsequently, respondent failed to provide an accounting or return any unearned fees.

7. Between late May 2005 and mid-August 2005, Anderson left several messages with respondent requesting an accounting and the return of any unearned fees.

8. In early June 2005, Anderson employed attorney Lori London ("London") to represent her in the dissolution proceedings. On June 2, 2005, Anderson executed the substitution of counsel. On June 6, 2005, respondent provided Anderson's client file to London.

9. On August 19, 2005, Anderson went to respondent's office to obtain the accounting and a check for \$1935, which represented the unearned fees respondent owed to Anderson.

**Conclusions of Law.** By failing to respond to Anderson's telephone calls requesting a status update on May 10, May 12, May 13, May 16 and May 18, 2005, respondent failed to respond to Anderson's reasonable status inquiries. By waiting from May 2005 to August 2005 to return the unearned fees, respondent failed to refund unearned fees promptly to a client, in willful violation of Rule of Professional Conduct 3-700(D)(2). By waiting the same amount of time to provide an accounting, respondent failed to render appropriate accounts to Anderson regarding Anderson's funds that had come into her possession, in willful violation of Rule of Professional Conduct 4-100(B)(3).

**State Bar Case No. 06-O-11058 (Gonzales):**

**Facts:**

1. On October 15, 2003, Jan Gonzales ("Gonzales") employed respondent to represent her in a family dissolution of marriage proceeding that involved issues of spousal support, property division, custody, visitation and child support. Gonzales paid respondent \$2500 as advanced fees.

2. On October 16, 2003, respondent filed a Petition for Dissolution of Marriage, *In re Marriage of Jan Roman-Gonzales and Anthony Gonzales*, El Dorado County Superior Court case number SFL20030260. The hearing was scheduled for November 18, 2003.

3. On November 18, 2003, respondent failed to appear for the Order to Show Cause hearing. Gonzales, her husband, and his counsel, Lori London ("London") were both present. The hearing was continued until November 25, 2003.

4. On October 29, 2004, the parties appeared in court and read the property settlement agreement into the record. The settlement provided, in part, that Gonzales could remain in the family home if she paid her husband \$100,000 out of refinance proceeds for his community property interest in the property; Gonzales agreed to pay her ex-husband \$73,500 within 90 days of October 29, 2004 out of proceeds from refinancing the house and the remaining \$26,500 by October 29, 2008. Gonzales agreed to refinance the property within 90 days of October 29, 2004 or list the house for sale and split the proceeds with her husband.

5. During the week of November 15, 2004, London told respondent that her client would not sign a quitclaim deed until after Gonzales secured financing to refinance the house. Respondent did not contact Gonzales to explain London's position.

6. On December 2, 2004, London sent the stipulation, Order and Judgment on All Issues ("Stipulation") to respondent for her client's signature. Respondent sent the Stipulation to Gonzales in mid-January.

7. After reviewing the Stipulation, Gonzales felt it did not reflect what the parties agreed to at the October 29, 2004 hearing. Gonzales requested that respondent order a copy of the transcript so that she could verify that the Stipulation reflected what had been agreed to in court. Respondent never ordered the transcript for Gonzales's review. Respondent did not tell London about Gonzales's concerns about the Stipulation. Respondent did not take any steps to get Gonzales to sign the Stipulation or to sign it herself.

8. On February 28 and March 3, 2005, respondent failed to attend scheduled appointments with Gonzales.

9. On March 1, 2005, London filed the Stipulation without either Gonzales' or respondent's signature.

10. On March 24, 2005, London sent respondent a letter regarding Gonzales paying her ex-husband the \$73,500 and the refinancing of the house. London stated that if she did not receive information about the refinancing, she would file a motion to sell the home. Respondent did not respond to the letter, nor did she tell Gonzales about the letter.

11. In April 2005, Gonzales consulted with attorney Cathy Reading ("Reading") regarding her matter. Reading agreed to review Gonzales' case. Reading then agreed to represent Gonzales, commencing upon her return from a maternity leave, which would be in approximately three months.

12. On May 2, 2005, Reading obtained a copy of Gonzales' file.

13. At no time did anyone execute a substitution of attorney form, nor did Reading inform respondent that she was representing Gonzales.

14. On May 6, 2005, London filed a Motion to Enforce Judgment and Sell House and for Attorneys Fees and Costs. London filed the motion because Gonzales had not refinanced the home or put it up for sale, and therefore, had not paid the amount to her ex-husband that she had agreed to do at the October 29, 2004 hearing. The hearing was set for May 31, 2005. London served respondent with the motion and respondent had notice of the motion and hearing. Respondent did not notify Gonzales about the hearing.

15. On May 31, 2005, the hearing on the motion to enforce judgment took place. Respondent failed to appear at the hearing. When the clerk called respondent to determine why she did not appear at the hearing, respondent told the clerk that she was no longer representing Gonzales. The court notified respondent that she was still attorney of record for Gonzales.

16. On June 14, 2005, the court issued an abstract of judgment against Gonzales.

17. On July 5, 2005, a hearing regarding status of abstract judgment took place. Gonzales represented herself at the hearing and obtained a 90-day stay from London initiating foreclosure proceedings.

19. Between around January 24, 2005 until May 4, 2005, Gonzales called respondent approximately 20 times, leaving messages for respondent to return her calls regarding the status of the case, in particular requesting a copy of the Stipulation and the quitclaim deed. Gonzales believed that she needed the quitclaim deed signed by her husband before she could refinance the home. Respondent failed to return any of Gonzales' telephone calls.

20. Gonzales left several messages for respondent to provide an accounting statement. Respondent did not provide an accounting.

Conclusions of Law. By failing to appear for a scheduled OSC on November 18, 2003, failing to obtain a copy of the transcript for the October 29, 2004 hearing as requested by Gonzales, failing to obtain the quitclaim deed, failing to appear for scheduled appointments with Gonzales on February 28, 2005 and March 3, 2005, failing to appear at the on May 31, 2005 hearing, respondent intentionally, recklessly, and repeatedly failed to perform legal services with competence, in violation of Rule of Professional Conduct 3-110(A). By not informing Gonzales about London's March 24, 2005 letter or the May 31, 2005 hearing, respondent failed to keep a client reasonably informed of significant developments in a matter in which respondent had agreed to provide legal services, in willful violation of Business and Professions Code section 6068(m). By failing to respond to Gonzales' 20 telephone calls, respondent failed to respond to reasonable status inquiries in a matter in which he agreed to provide legal services, in further willful violation of Business and Professions Code section 6068(m). By not providing an accounting to Gonzales, respondent failed to render appropriate accounts to a client regarding all funds of the client coming into respondent's possession, in willful violation of Rule of Professional Conduct 4-100(B)(3).

State Bar Case No. 06-O-14758 (Schulz):

Facts:

1. On March 16, 2006, Billie J. Schulz ("Schulz") employed respondent to represent her in a marital dissolution matter. Schulz paid respondent a total of \$1895, representing \$75 as a consultation fee, \$1500 as advanced fees, and \$320 as advanced costs for the dissolution petition filing fee.

2. Respondent deposited the \$1500 advanced fees in her client trust account ("CTA"); however, respondent failed to deposit the \$320 filing fee into her CTA.

3. At respondent's request, Schulz completed several documents and provided them to respondent to further the dissolution matter.

3. In June 2006, Schulz moved to Utah, and telephoned respondent to give her the new contact information. At that time, she asked respondent how the dissolution matter was proceeding, and respondent told her everything was going smoothly, that the

dissolution would be final in the first week of September. In truth, however, respondent had not filed the dissolution petition, nor had she performed any other legal services on Schulz' behalf.

4. Effective July 30, 2006, respondent was ordered enrolled involuntarily inactive by the State Bar Court. Respondent received notice that she was not entitled to practice law at least by mid-August 2006; however, she failed ever to tell Schulz that she was not entitled to practice and would not be able to represent her.

5. Beginning in the second week of September 2006, Schulz began calling respondent nearly every day to find out the status of her case. Finally, on September 25, 2006, Schulz was able to talk to respondent. In that conversation, respondent failed to inform Schulz that she was not entitled to practice law, or that she had not filed the dissolution petition for Schulz. Instead, she told Schulz that she thought Schulz was supposed to send her a financial statement. Respondent also told Schulz that she would call the court and call Schulz back that afternoon. Respondent failed to call Schulz that afternoon.

6. When respondent failed to call Schulz' as promised, Schulz called the court on September 26, 2006, and learned that her dissolution petition had not been filed. Schulz then called respondent several times, but was not able to talk to her until October 2006. At that time, respondent told Schulz that she would refund the unearned fees; however, respondent failed to refund the fees until three months later, in late January 2007. Schulz also asked for a refund of the unused filing fee, but respondent refused to refund it.

7. Respondent told Schulz that she had lost her client file.

Conclusions of Law. By failing to perform any legal services on Schulz' behalf and losing Schulz's client file, respondent intentionally, recklessly, and repeatedly failed to perform legal services with competence, in violation of Rule of Professional Conduct 3-110(A). By telling Schulz that the dissolution was proceeding smoothly and would be final, when in fact respondent had provided no legal services on it and had not even filed the petition, respondent committed an act of dishonesty, moral turpitude and corruption, in willful violation of Business and Professions Code section 6106. By failing to inform Schulz that she had been placed on involuntary inactive enrollment and could not represent her, respondent failed to keep a client reasonably informed of significant developments in a matter in which respondent had agreed to provide legal services, in willful violation of Business and Professions Code section 6068(m). By failing to deposit the \$320 filing fee into her CTA, respondent failed to deposit funds received for the benefit of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in willful violation of Rule of Professional Conduct 4-100(A). By failing to refund Schulz' unused filing fee to her, respondent failed to pay promptly, as requested by a client, any funds in respondent's possession which the client is entitled to receive, in willful violation of Rule of Professional Conduct 4-100(B)(4). By holding herself out to Schulz as entitled to practice law when she knew that she was not, respondent violated Business and Professions Code section 6126(a), and thereby committed an act of moral turpitude, dishonesty or corruption, in violation of Business and Professions Code section 6106.

**State Bar Case No. 06-Q-14929 (Spaulding):****Facts:**

1. On October 27, 2005, Coral Spaulding ("Spaulding") employed respondent to represent her in a child custody matter. Spaulding paid respondent \$1500 in advanced fees.
2. Between October 27, 2005 and August 11, 2006, respondent performed legal services on Spaulding's behalf.
3. Effective July 30, 2006, respondent was ordered enrolled involuntarily inactive by the State Bar Court, and told Spaulding. At that time, Spaulding requested a refund of her attorney fees and an accounting. Respondent failed ever to comply.

**Conclusions of Law:** By failing to respond to Spaulding's request for an accounting, respondent failed to render appropriate accounts to a client regarding all funds of the client coming into respondent's possession, in willful violation of Rule of Professional Conduct 4-100(B)(3).

**State Bar Case No. 07-Q-10057 (State Bar Investigation)****Facts:**

1. During 2006, respondent maintained client trust account number 518-3801611 with Wells Fargo Bank ("client trust account").
2. On November 30, 2006, respondent instructed Wells Fargo Bank to transfer \$1000 from her business account to her client trust account. The transferred funds belonged to respondent, and she was not holding them for or on behalf of a client.
3. On December 5, 2006, respondent instructed Wells Fargo Bank to transfer \$1000 from her business account to her client trust account. The transferred funds belonged to respondent, and she was not holding them for or on behalf of a client.
4. On December 15, 2006, respondent instructed Wells Fargo Bank to transfer \$500 from her business account to her client trust account. The transferred funds belonged to respondent, and she was not holding them for or on behalf of a client.

**Conclusions of Law:** By causing Wells Fargo Bank to transfer a total of \$2500 from her business account to her client trust account, representing funds that belonged to her and that she was not holding by or on behalf of a client, respondent commingled her personal funds into her client trust account, in willful violation of Rule of Professional Conduct 4-100(A).

**State Bar Case No. 07-O-12486 (Reading):**

**Facts:**

1. In June 2007, respondent and Cathy Reading ("Reading") were in competition for a contract with the El Dorado County Court.
2. On June 17, 2007, respondent offered to deliver Reading's contract bid proposal to the El Dorado Court when she delivered her own.
3. On June 18, 2007, Reading delivered her contract bid proposal to respondent at respondent's office, for respondent to take to the El Dorado Court. The bid proposal was in a sealed envelope.
4. Reading left the proposal at respondent's office at approximately 2:30 p.m.; an hour later, Reading returned to respondent's office because Reading was concerned that respondent might not deliver the bid proposal on time. When Reading arrived at respondent's office, she discovered the respondent had opened Reading's sealed proposal, without her permission, and was typing from it on her computer. Reading retrieved the proposal from respondent, and reported respondent's misconduct to the El Dorado Court.

**Conclusions of Law.** By opening Reading's sealed contract proposal bid without her permission, respondent committed an act of dishonesty, in willful violation of Business and Professions Code section 6106.

**PENDING PROCEEDINGS.**

The disclosure date referred to, on page one, paragraph A.(6), was December 13, 2007.

**AGGRAVATING CIRCUMSTANCES.**

**Multiple acts of Misconduct.** The misconduct stipulated to herein involved multiple acts of misconduct to multiple clients.

**Additional Misconduct.** In August 1999, respondent was employed as a deputy district attorney for El Dorado County. In that capacity, she instructed two clerical employees of the El Dorado County District Attorney's Office to make substantive changes to a court order that had been filed in a child support case. Respondent then attempted to have the substantively altered court order filed in another county; the filing was intercepted and prevented by respondent's supervisors, who had been alerted by others to the alteration.

**MITIGATING CIRCUMSTANCES.**

Remorse: In order to address the mental health issues underlying the above misconduct, respondent agreed to be placed on involuntary inactive enrollment effective October 11, 2007, and remains on inactive status as of the date this stipulation is signed.

Candor and Cooperation: Through counsel, respondent has been candid and cooperative with the State Bar in resolving these matters.

**ADDITIONAL MITIGATING CIRCUMSTANCES.**

No Prior Record of Discipline: Although the foregoing misconduct is serious, it should be noted that respondent has no prior record of discipline since being admitted in June 1992.

Participation in California Lawyer's Assistance Program: In December 2006, respondent contacted the State Bar's Lawyer Assistance Program (LAP) and began a pre-enrollment assessment process to be evaluated for long-term participation. At the conclusion of the evaluation period, respondent signed a long term participation plan with LAP on April 19, 2007.

**CONDITIONAL RESTITUTION.**

06-O-14929 (Spaulding): Respondent hereby agrees to send a letter to Spaulding, by overnight courier and in a manner that provides proof of receipt, within 30 days from the date she signs this stipulation, and therein offer to initiate, pay for and participate in fee arbitration upon Spaulding's request regarding her outstanding dispute with respondent over \$1500.00 in advanced fees. Respondent further agrees to initiate, pay for and participate in fee arbitration upon Spaulding's request, and to abide by the final order in that fee arbitration if any there be. Respondent further agrees to provide proof to the State Bar Office of Probation that he has transmitted the letter to Spaulding, that Spaulding has received the letter, that respondent has initiated, paid for and participated in fee arbitration, and that respondent has received a final fee arbitration order, within 30 days of the date of any and all of those occurrences. Respondent understands and agrees that her failure to provide proof to the Office of Probation as set forth herein may constitute a violation of this stipulation, and may lead to her termination from the Alternative Discipline Program.

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In the Matter of  <b>LAURA A. RAYCRAFT</b>	Case number(s):  <b>05-O-2912-PEM, et al.</b>
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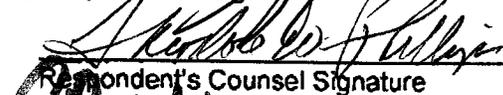
**SIGNATURE OF THE PARTIES**

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 Facts and Conclusions of Law.

Respondent enters into this stipulation as a condition of his/her participation in the Program. Respondent understands that he/she must abide by all terms and conditions of Respondent's Program Contract.

If the Respondent is not accepted into the Program or does not sign the Program contract, this Stipulation will be rejected and will not be binding on Respondent or the State Bar.

If the Respondent is accepted into the Program, upon Respondent's successful completion of or termination from the Program, this Stipulation will be filed and the specified level of discipline for successful completion of or termination from the Program as set forth in the State Bar Court's Statement Re: Discipline shall be imposed or recommended to the Supreme Court.

<u>12/17/07</u> Date	 Respondent's Signature	<u>Laura A. Raycraft</u> Print Name
<u>12/17/07</u> Date	 Respondent's Counsel Signature	<u>Theodore W. Phillips</u> Print Name
<u>12/18/07</u> Date	 Deputy Trial Counsel's Signature	<u>Cydney Batchelor</u> Print Name

(Do not write above this line.)

In the Matter Of  <b>LAURA A. RAYCRAFT</b>	Case Number(s):  <b>05-O-2912-PEM, et al.</b>
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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 stipulation as to facts and conclusions of law is APPROVED.
- The stipulation as to facts and conclusions of law is APPROVED AS MODIFIED as set forth below.
- All court dates in the Hearing Department are vacated.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation; or 3) Respondent is not accepted for participation in the Program or does not sign the Program Contract. (See rule 135(b) and 802(b), Rules of Procedure.)

April 14, 2008  
Date

Pat McElrny  
Judge of the State Bar Court