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State Bar Court of California
Hearing Department
Los Angeles

PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES

<p>Counsel For The State Bar</p> <p>MONIQUE T. MILLER DEPUTY TRIAL COUNSEL 1149 South Hill Street Los Angeles, California 90015-2299 213-765-1486</p> <p>Bar # 212469</p>	<p>Case Number (s) 05-O-03450, 05-O-04063 05-O-04922, 06-O-11075, 06-O-15000, 07-O-11018, 08-O-10692</p>	<p>(for Court's use)</p> <p>FILED</p> <p>FEB 20 2009 <i>[Signature]</i></p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>Counsel For Respondent</p> <p>MARTIN S. KOVALSKY 444 W Ocean Blvd #800 Long Beach, CA, 90802 562-624-2845</p>	<p>Submitted to: Program Judge</p>	
<p>Bar # 160436</p> <p>In the Matter Of: Lawrence G. Lewis, Jr.</p> <p>Bar # 214652</p> <p>A Member of the State Bar of California (Respondent)</p>	<p>STIPULATION RE FACTS AND CONCLUSIONS OF LAW</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:

- Respondent is a member of the State Bar of California, admitted **October 5, 2001**.
- 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.
- 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 **19** pages, excluding the order. *MT*
- A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts." *MSK*
- Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law". *[Signature]*



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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.
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- (3) **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct.
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

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

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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.
- (4) **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) **Restitution:** Respondent paid \$ _____ on _____ in restitution to _____ without the threat or force of disciplinary, civil or criminal proceedings.
- (6) **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) **Good Faith:** Respondent acted in good faith.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature. *Respondent's youngest son, born on December 15, 2005, was diagnosed as autistic.*
- (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.
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Additional mitigating circumstances:

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: LAWRENCE G. LEWIS, JR., BAR # 214652

CASE NUMBER(S): 05-O-3450; 05-O-4922; 05-O-4063;
 06-O-11075; 06-O-15000; 07-O-11018; 08-O-10692

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

The parties hereby waive any variance between the Notice of Disciplinary Charges filed on August 15, 2008, and the facts and conclusions of law contained in this stipulation. Additionally, the parties waive the issuance of an amended Notice of Disciplinary Charges relating to cases that are the subject matters of this stipulation.

Respondent admits that the following facts are true and that he is culpable of violations of the specified statutes and/or Rules of Professional Conduct.

FACTS AND CONCLUSIONS OF LAW IN CASES 05-O-03450 AND 05-O-04922 (The "Union Bank CTA matters")

FACTS

1. In early 2003, Respondent and his law partner, Attorney Diallo Scott ("Scott"), opened a client trust account at Union Bank of California, account number 2890040031 ("CTA"). The CTA checks bore the name "~~Lewis & Scott.~~" "Scott & Lewis". *msk*
2. In March 2004, the partnership of Lewis & Scott was dissolved. Respondent did not close the CTA after the partnership of Lewis and & Scott was dissolved. From at least April 2005 through late September 2005, Respondent continued to write checks from the CTA, deposit personal and client funds in the CTA, and withdraw funds from the CTA. *msk*
3. From April 2005 to September 2005, Respondent failed to remove funds that had been earned as fees from the CTA as soon as his interest in the funds became fixed.
4. From April 2005 to September 2005, Respondent used his earned fees in the CTA for the payment of his personal and business expenses including, but not limited to, the following:

<u>CHECK NUMBER:</u>	<u>DATE ISSUED:</u>	<u>PAYEE:</u>	<u>CHECK AMOUNT:</u>	<u>DATE PAID:</u>
1564	04/18/05	Maria Lewis	\$ 75.00	04/19/05
1567	05/19/05	Maria Lewis	\$ 150.00	05/19/05
1566	05/18/05	Staples	\$ 109.50	05/23/05
1570	05/23/05	Maria Lewis	\$ 150.00	05/24/05
1572	05/25/05	Ampco Parking	\$ 70.00	05/26/05
1576	06/16/05	Premier Business Ctrs	\$ 1,000.00	06/20/05
1547	06/24/05	Maria Lewis	\$ 155.00	06/24/05
1543	06/23/05	Premier Business Ctrs.	\$ 648.77	06/27/05
1545	06/28/05	Maria Lewis	\$ 150.00	06/28/05
1551	06/30/05	Maria Lewis	\$ 125.00	07/01/05
1552	07/01/05	Maria Lewis	\$ 120.00	07/01/05
1581	07/05/05	Ampco Parking	\$ 70.00	07/07/05
1548	06/27/05	Ampco Parking	\$ 70.00	07/08/05
1582	07/08/05	Maria Lewis	\$ 250.00	07/11/05
1583	07/11/05	Maria Lewis	\$ 60.00	07/11/05
1553	07/15/05	Premier Business Ctrs	\$ 1,300.00	07/18/05
1589	08/05/05	Maria Lewis	\$ 200.00	08/05/05
1557	08/12/05	Maria Lewis	\$ 25.00	08/12/05
1589	08/22/05	Maria Lewis	\$ 150.00	08/22/05
1587	08/22/05	Premier Business Ctrs	\$ 1,300.00	08/23/05

5. On May 27, 2005, Respondent deposited \$2,217.66 in settlement funds belonging to a client, Victor Martin ("Martin") into the CTA.
6. On June 6, 2005, Respondent issued CTA check #1538 in the amount of \$1,478.66 to Martin for his share of the settlement funds.
7. Between May 31 and June 1, 2005, the balance of Respondent's CTA dipped below \$1,478.66, fluctuating between \$1,296.72 to \$1,208.72, even though Respondent did not disburse any of Martin's funds to Martin or anyone on his behalf.
8. Between April 2005 and September 2005, Respondent repeatedly issued checks drawn upon the CTA against insufficient funds, including:

<u>CHECK NUMBER:</u>	<u>DATE ISSUED:</u>	<u>PAYEE:</u>	<u>CHECK AMOUNT:</u>	<u>DATE PAID:</u>	<u>BAL. ON DATE PAID:</u>
1567	05/19/05	Maria Lewis	\$ 150.00	05/19/05	-\$ 72.79
1566	05/18/05	Staples	\$ 109.50	05/23/05	-\$ 205.94
1572	05/25/05	Ampco	\$ 70.00	05/26/05	-\$ 64.94
1504	09/07/05	L.A. Sup. Ct.	\$ 36.30	09/08/05	-\$ 159.44
1563	09/08/05	L.A. Sup. Ct.	\$ 110.00	09/08/05	-\$ 269.44
1506	09/12/05	Maria Lewis	\$ 136.50	09/12/05	-\$ 475.94
1565	09/17/05	Maria Lewis	\$ 136.00	09/19/05	-\$ 228.44

9. Respondent issued the checks set forth above when he was grossly negligent in not knowing that there were insufficient funds in the CTA to pay them.

CONCLUSIONS OF LAW

10. By issuing checks from the CTA to pay personal and business expenses, Respondent misused his client trust account, in willful violation of rule 4-100(A), Rules of Professional Conduct.
11. By leaving earned fees in the CTA, Respondent commingled his funds with client funds, in willful violation of rule 4-100(A), Rules of Professional Conduct.
12. By repeatedly issuing checks drawn upon the CTA when he was grossly negligent in not knowing that the checks were issued against insufficient funds, Respondent committed acts involving moral turpitude, dishonestly or corruption, in willful violation of Business and Professions Code 6106.
13. By allowing Martin's settlement funds to dip below \$1,478.66 prior to disbursing them to the client, Respondent failed to maintain client funds in a trust account, in willful violation of rule 4-100(A), Rules of Professional Conduct.

FACTS AND CONCLUSIONS OF LAW IN CASE NO. 05-O-04063 (The "Jackson matter")

FACTS

18. In February 2005, Craig Jackson ("Jackson") hired Respondent to represent him in an employment matter against Jackson's employers, William and Yolanda Grisolia ("Grisolias"), before the Labor Commission. Respondent and Jackson agreed that if Jackson received an award, Jackson would pay Respondent \$1,000 as Respondent's legal fee.

19. On March 11, 2005, the Labor Commission returned an award in Jackson's favor in the amount of \$9,557.44. The Grisolias did not appeal the award and on May 17, 2005, judgment was entered against them.

20. In March or April 2005, Respondent discussed several methods of judgment collection with Jackson, including a writ of ^{execution} attachment to levy the Grisolias' bank accounts. Respondent knew that Jackson definitely wanted to pursue collection of the judgment. Respondent ~~also knew~~ that Jackson could not do so himself until Respondent substituted himself out of Jackson's case as attorney of record.

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21. Between late May 2005 through June 30, 2005, Jackson attempted to reach Respondent on multiple occasions to discuss how to collect on the judgment. Jackson either left messages on Respondent's voice mail or sent emails to Respondent's office. Jackson either left messages with Alycya, Respondent's assistant, or on his voice mail. Respondent received the messages, but did not contact Jackson in return.

22. On June 23, 2005, Jackson sent an e-mail to Alycya in which he asked that Respondent contact him to provide him with information about a writ and the Grisolias' bank account numbers. Jackson stated that he wanted to hear back from Respondent by July 9, 2005, and that if Respondent collected the entire judgment by July 15, 2005, Jackson would pay Respondent \$2,000 in legal fees instead of the previously-agreed \$1,000. Respondent received the e-mail.

23. On June 30, 2005, Alycya returned Jackson's e-mail and informed him that she had made Respondent aware of his requests. Respondent did not communicate with Jackson, nor provide Jackson with the Grisolias' bank account numbers.

24. On August 9, 2005, Jackson sent an e-mail to Alycya's e-mail address. The e-mail was addressed to Respondent. In the e-mail, Jackson informed Respondent that Respondent had not responded to Jackson's calls and e-mails for three months. Jackson stated that Alycya had responded to him, but only to say that she had forwarded Jackson's messages to Respondent and that Respondent would provide Jackson with the status of the writ. Jackson informed Respondent that he would file a State Bar complaint if Respondent did not respond back to him within 10 business days. Respondent received the e-mail.

25. On August 11, 2005, Alycya sent Jackson an e-mail in which she acknowledged receipt of his August 9, 2005 e-mail. Alycya also stated that Respondent "is aware of the situation." Respondent did not respond to the messages from Jackson that Alycya had forwarded to him.

26. In September 2005, unable to reach Respondent and unable to pursue collection of the

judgment until Respondent substituted out of his case, Jackson filed a complaint with the State Bar.

27. In mid to late March 2006, Jackson received a call from Respondent who informed him that he would mail Jackson the executed Substitution of Attorney. Thereafter, Respondent failed to withdraw as attorney of record in Jackson's case.

CONCLUSIONS OF LAW

28. By failing to ^{promptly} substitute out of, or withdraw from, Jackson's case, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in wilful violation of rule 3-110(A), Rules of Professional Conduct.
29. By failing to respond to Jackson's inquiries in which he requested the Grisolias' bank account numbers that were subject to collection, and by otherwise failing to communicate directly with Jackson, Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services, in wilful violation of Business and Professions Code section 6068(m).

FACTS AND CONCLUSIONS OF LAW IN CASE NO. 06-O-11075 (The "Daley matter")

FACTS

31. On September 24, 2004, Nicole Daley Keyser ("Daley") hired Respondent to represent her in a custody and child support matter against her former spouse, John Daley ("custody matter"). On or about that date, Daley paid Respondent \$500 towards his \$2,500 fee.
32. In September 2004, at the time of employment, Daley provided Respondent with documents regarding the custody matter ("custody documents").
33. By the end of September 2004, Daley had informed Respondent that she and her then current husband, Michael Keyser ("Keyser"), had agreed to divorce. Daley asked Respondent to stop work on the custody matter and to represent her in her dissolution proceeding against Keyser. Respondent and Daley agreed to the same fee arrangement for the dissolution that they had agreed to in the custody matter. Respondent then applied the \$500 advanced fee that Daley had previously paid him to his fee in the dissolution.
34. On October 15, 2004, Respondent filed Daley's Petition for Dissolution entitled *Keyser vs. Keyser*, Los Angeles Superior Court Case No. YD047587.

35. On March 21, 2005, Daley wrote a letter to Respondent in which she requested the return of the custody documents. Respondent received the letter.
36. On May 5, 2005, the court served Respondent with notice of a May 26, 2005, status conference in the Keyser matter. The notice stated that Respondent, as Daley's attorney of record, was ordered to appear in court to report on the status of the case and completion of certain disclosure requirements for dissolution proceedings. Respondent received the notice.
37. Respondent did not appear in court at the May 26, 2005 status conference. The court continued the matter to June 7, 2005, for a short cause trial. The court also ordered the parties to comply with the preliminary and final disclosure requirements; file the proofs of service of the Preliminary and Final Declarations of Disclosure; and, prepare, file, and serve updated Income and Expense Declarations at least five days prior to the next hearing (collectively, "disclosure documents"). Respondent was served with notice of the court's order and received the order.
38. Respondent did not comply with any portion of the court's May 26, 2005 order regarding Daley's disclosure documents.
39. On June 7, 2005, Respondent appeared for the short cause trial. The court found that because Daley had not complied with its May 26, 2005 order, the trial could not go forward. The court continued the trial to July 28, 2005. Respondent received verbal notice of the continued trial date.
40. On June 9, 2005, Keyser's counsel, Carol Bremer Simon ("Simon"), mailed Respondent a letter in which she demanded Daley's disclosure documents on or before June 19, 2005. Simon advised Respondent that if she did not receive those documents, she would advise her client to file a motion for an order preventing Daley from presenting evidence on those issues that were to have been addressed in the disclosure documents ("motion").
41. On July 14, 1005, Respondent and Daley met and completed the disclosure documents. However, Respondent did not file or serve the disclosure documents.
42. On July 19, 2005, Keyser filed the motion. ^{timely m m MSK} The motion was set to be heard on August 11, 2005. In the motion, Keyser requested sanctions against Daley for her failure to file and serve the disclosure documents. Simon caused the motion to be served on Respondent on behalf of Daley. Respondent did not file a response or opposition to the motion.

43. On July 28, 2005, the court continued the trial until August 11, 2005. Respondent was served with notice of the continued trial date. Respondent received the notice.
44. Having not filed the previously prepared disclosure documents, on August 5, 2005, Respondent and Daley again met and completed another set of disclosure documents. However, Respondent did not file or serve the disclosure documents.
45. Having not filed the previously prepared disclosure documents, on August 10, 2005, Respondent and Daley again met and completed another set of disclosure documents.
46. On August 11, 2005, Respondent and Daley arrived in the courtroom for the continued trial and the hearing on the motion. Prior to the time the court called Daley's case, Respondent provided Daley's disclosure documents to the court clerk and to opposing counsel. When the court called Daley's case that day, Respondent was not present in the courtroom, but instead in the men's room. In Respondent's absence, the court terminated the marriage of Daley and Keyser and entered Daley's default as to the division of certain property because Daley's disclosure documents had not been timely filed and served. On that day, the court granted Keyser's motion for sanctions against Daley in amount of \$2,000 and ordered her to pay Keyser's attorney's fees in the amount of \$1,500. Following the hearing, Respondent filed Daley's Income and Expense Declaration.
47. In August 2005, Respondent prepared a motion to set aside Daley's default. On September 26, 2005, Daley appeared at the hearing on the motion, but Respondent did not. At the hearing, Daley was informed by the court that Respondent had stipulated with Keyser's counsel to continue the hearing on the motion to January 10, 2006. Respondent had not informed Daley of the stipulation to continue the motion to set aside her default.
48. In early January 2006, Daley terminated Respondent's employment. On January 11, 2006, the court granted in part Daley's motion to set aside her default.
49. On July 26, 2006, a State Bar investigator spoke to Respondent on the telephone and asked if he had returned the custody documents to Daley. Respondent stated that he had not.

CONCLUSIONS OF LAW

50. By failing to appear at the August 11, 2005 trial and by repeatedly failing to file and serve Daley's disclosure documents resulting in (1) the imposition of sanctions against her; (2) an order for her to pay Keyser's attorney's fees; and, (3) the entry of default judgment against her, Respondent intentionally, recklessly, or repeatedly failed to

perform legal services with competence, in wilful violation of rule 3-110(A), Rules of Professional Conduct.

51. By failing to inform Daley that Keyser had filed a motion against her in which he sought sanctions and attorney's fees and by failing to inform Daley that he had stipulated to continue the hearing on the motion to vacate the default judgment against 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 wilful violation of Business and Professions Code section 6068(m).
52. By failing to return the custody documents to Daley, Respondent failed to release promptly, upon termination of employment, his client's papers and property, in wilful violation of rule 3-700(D)(1), Rules of Professional Conduct.

FACTS AND CONCLUSIONS OF LAW IN CASE NO. 06-O-15000 (The "California Bank and Trust CTA matter")

FACTS

54. At all relevant times, Respondent maintained a client trust account at California Bank and Trust, account number 38-600965-11 ("Bank and Trust CTA").
55. On October 17, 2006, Respondent issued check no. 138 in the amount of \$180 from the Bank and Trust CTA payable to the Los Angeles Superior Court. On October 20, 2006, the check was presented to the bank for payment. The bank returned the check for non-sufficient funds.
56. On September 20, 2006, when check no.138 was presented to the bank for payment, the balance in the Bank and Trust CTA was \$105.49.
57. Respondent issued check no.138 when he was grossly negligent in not knowing that there were insufficient funds in the Bank and Trust CTA to pay it.
58. On November 1, 2006, the State Bar opened investigation number 06-O-15000 pursuant to a report from California Bank and Trust regarding insufficient funds in Respondent's Bank and Trust CTA ("the November 1, 2006, reportable action").
59. On November 13 and December 5, 2006, a State Bar investigator wrote to Respondent regarding the November 1, 2006, reportable action. The investigator's letters requested that Respondent respond in writing to specified allegations of misconduct being investigated by the State Bar in the November 1, 2006, reportable action. The

investigator's letters were properly mailed in a sealed envelope correctly addressed to Respondent at his State Bar of California membership address. Respondent received the letters.

60. Respondent did not respond to the State Bar's letters regarding the November 1, 2006, reportable action or otherwise communicate with the State Bar investigator.

CONCLUSIONS OF LAW

61. By failing to provide a written response to the allegations set forth in the State Bar's letters of November 13, 2006 and December 5, 2006, regarding the investigation of the November 1, 2006 reportable action, Respondent failed to cooperate in a disciplinary investigation, in wilful violation of Business and Professions Code section 6068(i).

FACTS AND CONCLUSIONS OF LAW IN CASE NO. 07-O-11018 (The "Vance matter")

FACTS

62. In June 28, 2006, Matthew Vance ("Vance") hired Respondent to represent him in his marital dissolution and paid him a flat fee of \$1,250, excluding costs.
63. Respondent prepared the Petition for Dissolution, as well as several other court documents related to Vance's divorce.
64. On July 24, 2006, Respondent advanced the filing fee in Vance's dissolution and wrote check number 1117 in the amount of \$320 from his general business account, number 3860098801 at California Bank and Trust ("general account"). The check was payable to the Los Angeles Superior Court. On that day, Respondent tendered the check to the court and filed and served the petition and other documents in *In re the Marriage of Matthew Vance and Tanisha Buggs*, Los Angeles Superior Court Case No. TD029430.
65. In early August 2006, Respondent called Vance and asked Vance to reimburse him for the \$320 filing fee. Vance informed Respondent that he did not have the filing fee at that time.
66. On August 14, 2006, the court served Respondent with a document entitled "Notice of Rejection - NSF Check" regarding check no. 1117, the filing fee Respondent had advanced in Vance's case. The court charged a \$61 service fee for the returned check and informed Respondent that if \$381 was not paid by September 11, 2006, Vance's documents could be voided or "disposed of," and the proceedings suspended. Respondent received the Notice of Rejection, but did not pay \$381 to the court by

September 11, 2006, and did not tell Vance about the Notice.

67. Subsequent to August 2006, Respondent ceased to further pursue any legal action on behalf of Vance. By not taking further action on the Vance dissolution matter, Respondent failed to earn the \$1,250 fees advanced by Vance.
68. In December 2006, Vance began calling Respondent to request an update as to the status of his dissolution. On each occasion that Vance called Respondent, Vance was unable to leave a message for Respondent because no one answered the phone and because there was no recording permitting Vance to leave a voice mail message.
69. Between December 2006 and January 27, 2007, Vance went to Respondent's office in order to obtain the status of his dissolution. Respondent was not at his office and the receptionist told Vance that they had not seen Respondent for "a while." Vance left a message with the receptionist asking Respondent to contact him. Respondent did not return Vance's message.
70. On January 28, 2007, Vance mailed a letter to Respondent in which he stated that he had tried to call Respondent for one month, but could not reach him. Vance also informed Respondent that he had gone to Respondent's office, but that the receptionist said that she had not seen him. Vance asked that Respondent contact him to give him a status update on his case. Respondent did not respond to Vance's letter.
71. In January 2007, Respondent closed his law office, but did not provide Vance with a telephone number or forwarding address at which Respondent could be reached.
72. To date, Respondent has not refunded the unearned portion of the \$1,250 fees advanced by Vance.
73. In April 2007, Vance paid \$381, including the filing fee and the NSF check charge, to the court and thereafter completed his dissolution in pro per.

CONCLUSIONS OF LAW

74. By ceasing to communicate after early August 2006 and by failing to give Vance notice of his termination of employment with Vance, Respondent improperly withdrew from employment with a client, in wilful violation of rule 3-700(A)(2), Rules of Professional Conduct.
75. By failing to respond to Vance's correspondence requesting a status update in his dissolution, Respondent failed to respond promptly to reasonable status inquiries of a

client in a matter in which Respondent had agreed to provide legal services, in wilful violation of Business and Professions Code section 6068(m).

76. By failing to refund any portion of the \$1,250 advanced fees, Respondent failed to promptly refund any part of a fee paid in advance that has not been earned, in wilful violation of rule 3-700(D)(2), Rules of Professional Conduct.

FACTS AND CONCLUSIONS OF LAW IN CASE NO. 08-O-106920 (The "Vivian matter")

FACTS

77. In January 2003, Ardine Vivian ("Vivian") hired attorney Diallo Scott ("Scott") to represent her in connection with a matter in which Vivian alleged discrimination against her employer.
78. In early 2005, Scott became ill and Respondent took over the handling of Vivian's case with her knowledge and consent.
79. On January 27, 2005, Respondent prepared and filed a lawsuit on behalf of Vivian, *in pro per*, in the matter entitled *Ardine Vivian vs. University of California Los Angeles, et al.*, Los Angeles Superior Court Case No. BC 327884. At that time, Respondent and Vivian agreed that Respondent would substitute into Vivian's case as her counsel of record.
80. Between January 27, 2005 and May 27, 2005, Respondent took no action in Vivian's case and failed to substitute into it as her counsel of record.
81. On May 27, 2005, Vivian's lawsuit was dismissed without prejudice for failure to prosecute. The court served Vivian with notice of the dismissal. Vivian informed Respondent about the dismissal.
82. On November 27, 2005, Respondent filed a motion as Vivian's attorney to set aside the dismissal of Vivian's case. On that day, Respondent filed his declaration in support of the motion. In his declaration, Respondent stated he was Vivian's attorney of record, that his office had previously decided not to continue to represent Vivian, but he had failed to tell her of that decision.
83. On March 7, 2006, Respondent appeared at the hearing on Vivian's motion to vacate her dismissal. The court granted Vivian's motion. The court served Respondent with a copy of its order granting the motion. Respondent received the order.
84. On or about April 21, 2006, Respondent appeared for a Further Status Conference in

Vivian's case. The court set a Case Management Conference ("CMC") for July 5, 2006. Respondent received verbal and written notice of the July 5, 2006 CMC.

85. Respondent did not appear at the CMC on July 5, 2006. The court set an Order to Show Cause re Sanctions for August 10, 2006, for Respondent's failure to appear on that date or, if Respondent was no longer representing Vivian, for Vivian's failure to appear on that date. Defendants' counsel served Respondent and Vivian with notice of the OSC. Respondent received the notice.
86. Neither Respondent nor Vivian appeared at the August 10, 2006 OSC. The court imposed sanctions against Vivian in the amount of \$185 for her failure to appear at the July 5, 2006, CMC. The court set an OSC re dismissal for September 11, 2006, and ordered Vivian and Respondent to file declarations by September 5, 2006, showing cause, among other reasons, as to why the case should not be dismissed for their repeated failures to appear. Respondent and Vivian were served with notice of the OSC. Respondent received notice of the OSC re dismissal.
87. Neither Respondent nor Vivian appeared at the September 11, 2006 OSC. The court continued the OSC to September 21, 2006.
88. On September 21, 2006, Respondent appeared at the OSC re Dismissal and filed a declaration in response to the court's August 10, 2006 order. In his declaration, Respondent stated that he had forgotten to calendar the August 10, 2006 hearing. The court ordered Vivian to pay sanctions to the defendants in the amount of \$225.50. The court orally informed Respondent that a substitution attorney had not been filed, that Respondent was not Vivian's attorney of record, and that Vivian was in pro per. The court continued the CMC to October 24, 2006. Respondent received verbal and written notice of the continued CMC date.
89. On October 23, 2006, Respondent and Vivian entered into a fee agreement in Vivian's case in which Vivian was to pay Respondent an hourly rate. Between January 2005 and January 2008, Vivian paid Respondent \$3,000 in legal fees.
90. On October 24, 2006, the court, due to illness, was unable to conduct the CMC and continued it to November 8, 2006. Respondent was served with notice of the continued CMC. Respondent received notice of the continued CMC.
91. On November 1, 2006, Respondent and Vivian signed a Substitution of Attorney Form substituting himself into her case as her attorney of record. Respondent failed to file the Substitution of Attorney with the court.

92. On November 8, 2006, Respondent appeared at the CMC. At the CMC, the case was set for trial, referred for mediation, and a final status conference was scheduled. Respondent received oral and written notice of the trial date, order to mediate, and the final status conference date.
93. In October or November 2006, the defendants served Respondent with discovery requests for Vivian. During those months, Vivian went to Respondent's office and provided responses to the written discovery. Respondent did not serve the defendants with Vivian's response to the written discovery.
94. After November 2006, Respondent took no further action in Vivian's case and has not communicated with her.
95. On December 21, 2006, the defendants moved to compel Vivian's discovery responses and served Respondent with their motions. Respondent received the motions, but did not file a response to them.
96. On February 21, 2007, a hearing was held on defendants' motions to compel Vivian's discovery responses. Respondent did not appear at the hearing. The court granted the defendants' motions and imposed \$1,295 in discovery sanctions jointly and severally on Respondent and Vivian. The sanctions were to be paid to the defendants by March 23, 2007. Respondent received notice of the imposition of sanctions, but did not pay them, seek relief from them, or inform Vivian of them.
97. From December 2006 through July 2007, Vivian called Respondent to request an update as to the status of her case. On each occasion that Vivian called Respondent, she was unable to leave a message for Respondent because no one answered the phone and a recording stated that Respondent's voice mail was full.
98. On July 10, 2007, Vivian's case was dismissed without prejudice.
99. By failing to perform any legal services in Vivian's case after in or about November 2006 and by failing to communicate with her after in or about that time, Respondent constructively terminated his employment with Vivian. Respondent did not inform Vivian of his intent to withdraw from representation or take any other steps to avoid reasonably foreseeable prejudice to Vivian.
100. On February 19, 2008, the State Bar opened investigation number 08-O-10692 pursuant to a complaint made by Ardine Vivian ("the Vivian complaint").
101. On March 3 and March 17, 2008, a State Bar investigator wrote to Respondent regarding

the Vivian complaint. The investigator's letters requested that Respondent respond in writing to specified allegations of misconduct being investigated by the State Bar in the Vivian complaint. The investigator's letters were properly mailed to Respondent at his State Bar of California membership address. Respondent received the letters.

102. Respondent did not respond to the State Bar's letters regarding the November 1, 2006, reportable action or otherwise communicate with the State Bar investigator.

CONCLUSIONS OF LAW

103. By failing to: substitute into Vivian's case and take any action in her case resulting in its dismissal in May 2005; appear at the hearings on July 5, 2006, August 10, 2006, and September 11, 2006; file the substitution of attorney that he and Vivian executed on or about November 1, 2006; prepare and serve Vivian's responses to discovery; and take any action in Vivian's case after November 2006, including responding to the defendants' motions to compel Vivian's discovery responses and appear at the hearing on those motions, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in wilful violation of rule 3-110(A), Rules of Professional Conduct.
104. By failing to pay the \$1,295 in discovery sanctions to the defendant's counsel by March 23, 2007, as the court had ordered on February 21, 2007, Respondent wilfully disobeyed an order of the court, in violation of Business and Professions Code section 6103.
105. By failing to provide a written response to the allegations set forth in the State Bar's letters regarding the investigation of the Vivian complaint, Respondent failed to cooperate in a disciplinary investigation, in wilful violation of Business and Professions Code section 6068(i).

FEE ARBITRATION

In Case No. 07-O-11018 (The "Vance matter"): Respondent hereby agrees to write to Matthew Vance, within fifteen (15) days from the date he signs an ADP contract regarding this matter, and therein to initiate, pay for, and participate in State Bar fee arbitration regarding the \$1,250 attorney fees advanced by Vance.

Respondent further agrees to abide by any final order in a fee arbitration with Vance. Respondent understands and agrees that his failure to write the letter, or to initiate or to pay for or to participate in fee arbitration upon Vance's Agreement to do so, or to abide by any final order, shall constitute a violation of his disciplinary resolution and/or his ADP participation and be cause for further State Bar action, including his unsuccessful termination from the Alternative Discipline Program. Respondent shall provide such proof of compliance with this condition as

this court or the State Bar's Office of Probation may request.

Additionally, should Respondent fail to comply, in any manner, with this provision, he shall be required to make restitution to Vance in the amount of \$1,250 plus 10% annual interest accruing from August 1, 2006.

Respondent agrees that the time to resolve this dispute by arbitration shall not exceed one year from the date he is admitted into ADP.

If Respondent amicably settles the attorney fees with Vance within 15 days from admittance into ADP, Respondent will provide

PENDING PROCEEDINGS.

The disclosure date referred to, on page one, paragraph A.(7), was October 20, 2008.

proof of settlement to the Office of Probation and Arbitration will no longer be required.

MTM

MSK

PPP

(Do not write above this line.)

In the Matter of Lawrence G. Lewis, Jr.	Case number(s): 05-O-03450, 05-O-04063, 05-O-04922, 06-O-11075, 06-O-15000, 07-O-11018, 08-O-10692
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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.

acceptance into

**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.

10/20/2008
Date

Respondent's Signature

Lawrence G. Lewis, Jr.

Print Name

10/20/2008
Date

Respondent's Counsel Signature

Martin S. Kovalsky

Print Name

October 20, 2008
Date

Deputy Trial Counsel's Signature

Monique T. Miller

Print Name

**Rule 803(b), Rules of Procedure of the State Bar of California, effective July 1, 2008.

(Do not write above this line.)

In the Matter Of Lawrence G. Lewis, Jr.	Case Number(s): 05-O-03450, 05-O-04063, 05-O-04922, 06-O-11075, 06-O-15000, 07-O-11018, 08-O-10692
---	--

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.)

Date

Judge of the State Bar Court

(Do not write above this line.)

In the Matter Of Lawrence G. Lewis, Jr.	Case Number(s): 05-O-03450, 05-O-04063, 05-O-04922, 06-O-11075, 06-O-15000, 07-O-11018, 08-O-10692
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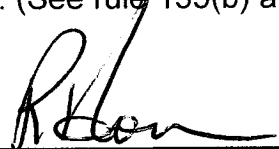
ORDER

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.
 1. On page 1 of the Stipulation at paragraph A.(2), after "However," insert "except as otherwise provided in rule 804.5(c) of the Rules of Procedure," before "if Respondent"
 2. The Court finds that the conduct described in the moral turpitude charge (Business and Professions Code section 61606) did not result in significant harm to clients of Respondent or the administration of justice.

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.)

2-20-09
Date


Richard A. Honn
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 Los Angeles, on March 20, 2009, I deposited a true copy of the following document(s):

CONFIDENTIAL STATEMENT OF ALTERNATIVE DISPOSITIONS AND ORDERS

STIPULATION RE FACTS AND CONCLUSIONS OF LAW

CONTRACT WAIVER FOR PARTICIPATION IN THE STATE BAR COURT'S
ALTERNATIVE DISCIPLINE PROGRAM

in a sealed envelope for collection and mailing on that date as follows:

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

LAWRENCE G. LEWIS JR
LAWRENCE G LEWIS
826 ALAMITOS AVE UNIT B
LONG BEACH, CA 90813

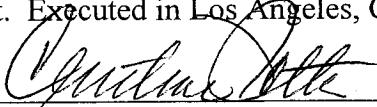
- by certified mail, No. , with return receipt requested, through the United States Postal Service at , California, addressed as follows:

- 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:

Monique T. Miller, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on March 20, 2009.



Cristina Potter
Case Administrator
State Bar Court