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**State Bar Court of California
Hearing Department
Los Angeles**

<p>Counsel For The State Bar</p> <p>Jean Cha Deputy Trial Counsel 1149 S. Hill Street Los Angeles, CA 90015 (213) 765-1000</p> <p>Bar # 228317</p>	<p>Case Number (s) 06-O-11921-DFM 06-O-13147-INV</p>	<p>(for Court's use)</p> <p align="center">FILED</p> <p align="center">JAN 23 2008 <i>JEC</i></p> <p align="center">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>Counsel For Respondent</p> <p>Michael E. Wine 301 N. Lake Ave, Ste 800 Pasadena, CA 91101</p> <p>Bar # 58657</p>	<p align="center">PUBLIC MATTER</p>	
<p>In the Matter Of: John Mark Edward Bouzane</p> <p>Bar # 79804</p> <p>A Member of the State Bar of California (Respondent)</p>	<p>Submitted to: Settlement Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p> <p>STAYED SUSPENSION; NO ACTUAL SUSPENSION</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 23, 1978**.
- (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 **16** 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):
- costs added to membership fee for calendar year following effective date of discipline.
 - costs to be paid in equal amounts prior to February 1 for the following membership years: **2 billing cycles following the effective date of the Supreme Court Order.**
(hardship, special circumstances or other good cause per rule 284, Rules of Procedure)
 - costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
 - costs entirely waived

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

- (1) **Prior record of discipline** [see standard 1.2(f)]
- (a) State Bar Court case # of prior case
 - (b) Date prior discipline effective
 - (c) Rules of Professional Conduct/ State Bar Act violations:
 - (d) Degree of prior discipline
 - (e) If Respondent has two or more incidents of prior discipline, use space provided below or a separate attachment entitled "Prior Discipline."
- (2) **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (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

N/A

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. **Respondent has cooperated with the State Bar and stipulated to a resolution of these matters.**
- (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. **Respondent entered into and fully performed an amicable settlement agreement with complainant Turner.**
- (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 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:

The above-referenced suspension is stayed.

(2) **Probation:**

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

E. Additional Conditions of Probation:

- (1) During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (2) 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.
- (3) 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.
- (4) 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.

- (5) 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.

- (6) 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.
- (7) 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 State Bar Ethics School, and passage of the test given at the end of that session.
- No Ethics School recommended. Reason: .
- (8) 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.
- (9) The following conditions are attached hereto and incorporated:
- | | |
|---|--|
| <input type="checkbox"/> Substance Abuse Conditions | <input checked="" type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input type="checkbox"/> Financial Conditions |

F. Other Conditions Negotiated by the Parties:

- (1) **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation within one year. **Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.**
- No MPRE recommended. Reason:
- (2) **Other Conditions:**

Attachment language (if any):

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

IN THE MATTER OF: **JOHN MARK EDWARD BOUZANE**
CASE NUMBERS: **06-O-11921-DFM & 06-O-13147 Inv.**

Respondent admits that the following facts are true and that he is culpable of wilfully violating Rule of Professional Conduct 3-110(A), by intentionally, recklessly, or repeatedly failing to perform legal services with competence and wilfully violating Rule of Professional Conduct 3-110(A), by failing to adequately and properly supervise office staff.

FACTS.

1. John Mark Edward Bouzane ("Respondent") was admitted to the practice of law in the State of California on June 23, 1978, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

The Turner Matter Case No. Case No. 06-O-11921

2. Doug Allison ("Allison") was a tenant of a property in Riverside, California owned by Gary Turner ("Turner"). Allison alleged that Turner agreed to purchase an upgraded electrical equipment panel that Allison had installed in his rental unit. However, Turner failed to purchase the panel or allow Allison to remove the panel at the termination of his lease. Thereafter, on December 3, 2003, Allison filed a lawsuit against Turner and Seaside LLC ("Seaside"), which was wholly owned by Turner, in Riverside County Superior Court entitled *Doug Allison v. Seaside, LLC, et al.*, case no. RIC 404242 (the "Allison action").

3. On December 30, 2003, Turner and Seaside employed Respondent to represent them in the Allison action. Pursuant to the retainer agreement, Turner and Seaside agreed to pay a "non-refundable retainer in the sum of \$2,500.00, each client [Turner and Seaside] will pay \$1,250.00 and client will deposit the sum of \$189.00 as and for costs each."

4. The retainer agreement further provided that Respondent would bill hourly for his services at \$225.00 per hour and for the services of his senior litigation paralegal at \$125.00 per hour. The retainer agreement provided that services would be billed monthly once the retainer was depleted. The retainer agreement disclosed the status of senior litigation paralegal Joel Goldberg ("Goldberg").

5. On January 5, 2004, Respondent filed an answer on behalf of Turner and Seaside ("TS") in the Allison action.

6. On January 13, 2004, counsel for Allison, Hershel A. Martin ("Martin"), properly served by mail on Respondent a first wave of written discovery propounded to TS, which included requests for admission, interrogatories and inspection demands. Respondent received these discovery requests. The responses were due on February 17, 2004.

7. On January 14, 2004, Respondent instructed his senior litigation paralegal, Goldberg, a former attorney who resigned with charges pending, to write to Turner and at Respondent's direction enclose copies of the answer filed on Turner's and Seaside's behalf and the discovery served by Martin. Goldberg's letter stated that they had only 30 days to serve responses to the discovery.

8. After sending two initial letters to Turner and making two phone calls to him concerning the outstanding discovery requests, Respondent and his staff took no action to ensure that timely responses and documents were obtained from TS and served on Martin.

9. On February 17, 2004, at the request of Respondent, Goldberg called Martin to ask for a two-week extension to outstanding discovery. At Respondent's direction, Goldberg wrote a confirming letter to Martin that day.

10. Despite obtaining the extension for providing the discovery responses, Respondent took no action to obtain responses and documents from Turner after February 17, 2004 and failed to provide responses to Martin by March 1, 2004.

11. On March 3, 2004, Martin called Respondent concerning the overdue discovery responses. In that conversation, Respondent acknowledged that the responses were late and that all objections were waived. He further agreed to provide the responses without objection by March 10, 2004.

12. Despite agreeing to provide the overdue responses by March 10, 2004, Respondent took no action to obtain the responses or documents from Turner or to provide responses to Martin by March 10, 2004. Respondent did not notify Turner of Martin's efforts to obtain the outstanding discovery.

13. On April 1, 2004, Martin filed motions to compel responses to the outstanding discovery, including responses to the interrogatories and inspection demands, and to deem matters in the requests for admissions admitted. Martin sought sanctions for TS's failure to provide discovery. The motions were properly served on Respondent by mail at his address of record in the Allison action.

14. On April 27, 2004, three days before the hearing on Martin's discovery motions, Goldberg, at Respondent's direction, faxed a letter to Martin stating that TS's discovery responses would be faxed. However, Respondent failed to fax responses.

15. On April 28, 2004, Respondent faxed and mailed unverified responses to Martin.

16. On April 30, 2004, Martin appeared at the hearing on the discovery motions. Respondent sent attorney Barry Jorgensen ("Jorgensen") to the hearing on behalf of TS. The court granted Martin's motions to compel and imposed sanctions on TS of \$162.50 each to be paid within 20 days. As a result of Respondent's failure to comply with discovery, the matters in the requests for admissions served on TS were deemed admitted, and TS was ordered to provide verified responses and all responsive documents within 20 days of the hearing.

17. Respondent failed to pay the court-ordered sanctions in the amount of \$325.00 to plaintiff through the Law Office of Hershel A. Martin by May 20, 2004.

18. On May 3, 2004, Respondent was properly served by mail with a notice of ruling on the discovery motions. Respondent failed to notify Turner of the court's order imposing sanctions and the court's discovery order. Respondent did not obtain verified responses from Turner or the responsive documents within the 20-day period provided for in the court's April 30, 2004 order.

19. On May 28, 2004, Martin filed a motion to strike TS's answer, enter default judgment against TS, and sanctions, alleging that Turner failed to comply with the court's April 30, 2004 discovery order. Respondent did not comply with the April 30, 2004 order or contact Turner concerning the order. Respondent also failed to pay the sanctions imposed by the April 30, 2004 order and did not notify Turner of the imposition of the sanctions. The motion to strike was properly served by mail on Respondent.

20. On June 24, 2004, Respondent paid the April 30, 2004 court-ordered sanctions in the amount of \$325.00 to the clerk of the court.

21. On June 25, 2004, three days before the hearing on the motion to strike, enter default judgment against TS, and sanctions, Respondent served verified responses to the outstanding discovery on Martin.

22. On June 28, 2004, Martin appeared at the hearing on the motion to strike, enter default, and sanctions. Respondent sent Jorgenson to the hearing on behalf of TS, and the motion to strike and enter default was taken off calendar. However, the court granted the motion for additional sanctions against TS in the amount of \$175.15 each to be paid within 30 days.

23. On June 30, 2004, Respondent was properly served by mail with a notice of ruling regarding the motion to strike, enter default, and sanctions.

24. On July 21, 2004, Respondent failed to appear at the case-management conference, despite having received proper notice of the case-management conference. The court issued an order to show cause why sanctions should not be imposed on Respondent for failing to appear at the case-management conference and set the hearing on the order to show cause for August 25, 2004.

25. On July 22, 2004, Martin filed a notice of ruling re the case-management conference. Respondent was properly served with the notice of ruling on July 21, 2004, which gave Respondent notice of the order to show cause set for August 25, 2004.

26. On August 25, 2004, Respondent failed to appear at the order to show cause hearing. The court continued the hearing to October 7, 2004 and ordered Respondent to pay \$150.00 in sanctions payable to the clerk of the court by September 25, 2004. The court set a further order to show cause hearing for October 7, 2004, where the court would consider imposing further sanctions, including striking the answers of TS.

27. On August 25, 2004, Martin properly served the notice of ruling on the order to show cause hearing on Respondent. The notice provided Respondent with notice of the October 7, 2004 hearing.

28. Respondent did not pay the court-ordered sanctions in the amount of \$150.00 to the clerk of the court by September 25, 2004.

29. On October 7, 2004, Respondent failed to appear at the order to show cause hearing. At the hearing, the court struck the answers of TS and issued an order to show cause re dismissal set for November 4, 2004, unless Allison's request for default was filed prior to November 4, 2004.

30. On October 7, 2004, Martin properly served Respondent with the notice of ruling on the October 7, 2004 order to show cause hearing. Respondent did not notify Turner of the order striking the answers of TS and did not take any steps to reinstate their answers.

31. On November 4, 2004, Respondent failed to appear at the order to show cause hearing. At that time, the court continued the hearing to December 13, 2004.

32. On November 10, 2004, Martin properly served Respondent with a notice of ruling re the order to show cause hearing of November 4, 2004.

33. On that same day, Martin properly served on Respondent a request for entry of default as to TS. Respondent did not notify Turner of the request and did not take any steps to reinstate the answers of TS.

34. On February 15, 2005, Martin properly served on Respondent a request for court judgment against TS. Respondent did not notify Turner of the request and did not take steps to reinstate the answers of TS.

35. On April 22, 2005, the court entered a default judgment against TS, which was filed on April 28, 2005.

36. On June 1, 2005, Martin properly served Respondent with the notice of entry of default judgment and a copy of the judgment in the Allison action.

37. It was not until August 19, 2005 that Respondent filed a motion to vacate and set aside the default judgment, claiming in his declaration that his multiple failures to appear were "due to the fact that either I did not receive the notices of hearing or the hearings were not calendared properly because that [sic] during the summer and early fall of 2004 I was having extreme difficulty with my new computerized calendaring system." Respondent's motion was set for hearing September 21, 2005.

38. On September 21, 2005, Respondent sent attorney Suzanne Klump to the hearing on the motion to vacate the default judgment on behalf of TS. At that time, the court granted Respondent's motion to set aside the default and the stricken answer was conditionally reinstated. The court ordered TS to pay the June 28, 2004 past-due sanctions in the amount of \$350.30 by October 21, 2005. Further, the court ordered Respondent to pay the August 25, 2004 past-due sanctions of \$150.00 by October 21, 2005. In addition, Respondent was ordered to pay \$2,195.00 in attorney's fees incurred in prosecution of the case and defending against the 473(b) motion, payable through the Law Office of Hershel A. Martin on or before November 21, 2005. The court also imposed a \$500.00 penalty payable to the clerk of the court within 20 days by October 11, 2004, and another \$500.00 penalty payable to the Client Security Fund of the State Bar of California.

39. On September 23, 2005, Martin properly served Respondent with a notice of ruling on the court's September 21, 2005 orders. Though Respondent notified Turner of the ruling, Respondent failed to pay the court-ordered sanctions as specified in the order.
40. On September 30, 2005, in a subsequent court order after hearing, the court ordered TS pay additional attorney fees in the amount of \$475.00 by November 30, 2005.
41. On November 10, 2005, Martin filed a motion for an order reinstating the default judgment because Respondent failed to comply with the September 21, 2004 order. The motion was properly served by mail on Respondent.
42. On November 15, 2005, Respondent made payments to the court for the September 21, 2005 court-ordered sanctions in the amount of \$650.00; \$150.00 past-due sanctions and \$500.00 past-due penalty.
43. On September 28, 2006, more than one year after ordered to do so, Respondent paid the \$500.00 penalty to the Client Security Fund of the State Bar of California.
44. On November 18, 2005, Respondent paid the Law Office of Hershel A. Martin in the amount of \$3,020.30 for the attorney fees as ordered by the court on September 21, 2005, in the amount of \$2,195.00 and September 30, 2005, in the amount of \$475.00 and the June 28, 2004 past-due sanctions for \$175.15 against TS, each.
45. On November 28, 2005, attorney Bruce R. Schweitzer was substituted in as counsel for TS in place of Respondent in the Allison action.

CONCLUSION OF LAW.

46. By failing to obtain discovery responses and documents from Turner, failing to prepare and serve responses to discovery on behalf of Turner and Seaside, by failing to respond to Martin's discovery motions, failing to notify Turner of the progress of the Allison action, failing to timely comply with the court's discovery orders and sanctions orders and repeatedly failing to appear at hearings in the Allison action, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

FACTS.

The van Ammers Matter Case No. 06-O-13147

47. On August 18, 2005, Respondent filed an unlawful detainer action on behalf of his clients, Jasmine Ingkananth ("Jasmine"), Rosabel Ingkananth ("Rosabel"), and Danny Sirisack ("Danny") against Sovanna Loeum ("Sovanna") Somanea Khoeurm ("Somanea") in a matter entitled *Ingkananth v. Loeum* in the Riverside Superior Court, case no. RIC 435604 (the "unlawful detainer action").
48. In the Fall of 2005, defendants in the unlawful detainer action noticed the depositions of Jasmine, Rosabel, and Danny to be held on November 2, 2005, at 10:00 a.m., at defendant's attorney's

office, the Law Offices of Jerome D. Stark, PC, 2700 N. Main St., Suite 630, Santa Ana, California 92705. Respondent's office notified Jasmine, Rosabel and Danny to appear for their depositions.

49. Respondent did not appear for the depositions because he was scheduled to be on vacation. He employed a contract attorney to defend the depositions. He also sent Joel H. Goldberg ("Goldberg"), a resigned California attorney who worked for Respondent, to sit in with the contract attorney. The clients had met Mr. Goldberg when Respondent took on their case and Respondent thought they would be comfortable with a familiar face present.

50. Jasmine, Rosabel, and Danny arrived about an hour before the scheduled deposition. Goldberg, also arrived around the same time.

51. While they waited for the contract attorney to arrive, Rosabel and Danny revealed to Goldberg that they had no personal knowledge of certain key events. Jasmine, Rosabel, and Danny communicated that they were inclined to settle the matter. Goldberg contacted Respondent by telephone to report what the clients had said. Stark's office had previously broached settlement terms, which were rejected by Jasmine's predecessor counsel. Respondent was aware of those terms and events. Respondent agreed with Goldberg that the matter should settle.

52. At Respondent's direction, Goldberg informed Jacob C. Gonzales ("Gonzales"), an attorney for the Law Office of Jerome D. Stark, that Respondent's clients wanted to settle along the lines proposed by Stark's office at the time former counsel represented Jasmine, Rosabel and Danny.

53. The deposition was cancelled.

54. The contract attorney Kathleen Heller ("Heller") from Lawyers On Call, a servicing agency for special appearances for court appearances and depositions, appeared at the Law Offices of Jerome D. Stark for the deposition. Heller did not know much about the case having been employed by Respondent only to defend the depositions, and was not in a position to conclude the settlement. Heller was allowed to depart, leaving only Goldberg with the clients and with Stark's office.

55. Stark's office knew that Goldberg was a resigned attorney and that he was not entitled to practice. Stark's office wanted to get some terms down on paper before the parties went home and in order to cancel the deposition.

56. After Heller left, Gonzales drafted a letter addressed to Respondent, which reflected the terms of the settlement agreement based on the language from the prior terms that had been proposed and rejected in August 2005 and correspondence contained in defendant's file. Goldberg communicated the settlement discussions/terms with Respondent over the telephone, although Respondent was not continuously on the line while it was being prepared. Goldberg communicated to the clients directly that the agreement "looked good."

57. Jerome D. Stark ("Stark"), counsel for defendants, signed the settlement agreement on behalf of his clients. The defendants were not present but gave Stark their approval over the telephone. Stark's office insisted that Goldberg sign as a witness. Goldberg signed the settlement agreement as a witness in a section designated "Approved as to Form & Content by" on behalf of Respondent's clients, Jasmine, Rosabel, and

Danny, Jasmine, Rosabel, and Danny also signed the settlement agreement. Because Respondent and defendants Sovanna and Somanea were not present the parties understood that a final settlement would be sent to Respondent for his signature in 10 days.

58. The settlement agreement contained a clause which states:

“A Final Settlement Agreement containing the terms and conditions set forth above shall be executed by all Parties above within ten (10) days from the date of this letter. Nevertheless, the settlement terms set forth herein and agreed to by the Parties are binding and seek to resolve the above-entitled matters. The final settlement shall contain all settlement terms set forth herein and shall be the controlling document between the Parties hereto.”

CONCLUSION OF LAW.

59. By sending an attorney to conduct a deposition who was not sufficiently familiar with the case to conclude a settlement, if one were proposed, and by sending Goldberg to Stark’s office and placing him in a position where he was asked to participate in the settlement drafting, Respondent created the circumstances whereby he inadequately supervised an employee who was not authorized to practice law in wilful violation of Rule of Professional Conduct 3-110(A).

PENDING PROCEEDINGS.

The disclosure date referred to, on page one, paragraph A.(7), was January 8, 2008.

DISMISSALS.

The parties respectfully request the Court to dismiss the following alleged violations in the interest of justice:

<u>Case No.</u>	<u>Count</u>	<u>Alleged Violation</u>
06-O-11921	TWO	Business and Professions Code section 6103

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed Respondent that as of January 8, 2008, the estimated prosecution costs in this matter are approximately \$4,273.00. Respondent acknowledges that this figure is an estimate only and that it might not include State Bar Court costs that will be included in any final cost assessment (see Bus. & Prof. Code section 6068.10(c)) or taxable costs (see C.C.P. section 1033.5(a)), which will be included in any final cost assessment. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings. It is also noted that if Respondent fails to pay any installment of disciplinary costs within the time provided herein or as may be modified by the State Bar Court pursuant to section 6086.10, subdivision(c), the remaining balance of the costs is due and payable immediately unless relief has been granted under the Rules of Procedure of the State Bar of

California (Rules Proc. of State Bar, rule 286). The payment of costs is enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment.

MITIGATING CIRCUMSTANCES.

Respondent has more than twenty-five years of practice with no prior discipline. This mitigating factor is substantial. (Standard 1.2(e)(i); *In re Young* (1989) 49 Cal.3d 257, 269.) In this case stayed suspension is appropriate. (Standard 1.4(c).)

In the failure to supervise matter there was no harm resulting from the first agreement that was made by the clients. Ultimately, the matter was settled on similar terms. At the time of the November 2, 2005 settlement, the clients were interested in settlement and were eager for the matter to be resolved. (Std. 1.2(iii).)

Mitigating weight is afforded because Respondent willingly admits his culpability and has participated in these proceedings. (*In the Matter of Johnson* (Review Dept. 2000) 4 Cal. State Bar Ct. Rptr. 179.)

Additionally, Respondent showed remorse and took immediate remedial steps to correct deficiencies in his office calendaring system

Respondent has provided reference letters from the legal community who is aware of the full extent of Respondent's misconduct and attest to his good character and integrity in spite of his lack of judgment in these two client matters.

OTHER CIRCUMSTANCES.

Though Respondent tried to supervise his employee, a resigned attorney, Respondent failed to adequately supervise a settlement. Respondent set up the facts and circumstances that resulted in his inadequate supervision of his employee resulting in settlement discussions in a long-arm manner. Respondent was not present at the settlement. Instead, Respondent and Goldberg were communicating by telephone. Respondent did not speak to his clients directly and relied on Goldberg to act in his stead as a witness to the tentative settlement. The terms in the settlement were agreed upon and the parties were satisfied. No harm resulted to the clients as a result of the settlement. It is foreseeable that at any stage of a legal matter settlement discussions might arise. Respondent's clients appeared for their deposition. Respondent took appropriate measures to account for counsel to appear. Respondent failed to set up a safety net in the event that anticipated or unanticipated settlement would arise. The supervisory attention is greater when the employee is a resigned or disbarred attorney than in cases for non-attorneys.

AUTHORITIES SUPPORTING DISCIPLINE.

Where there is a violation of Rules of Professional Conduct rule 3-110(A), suspension or reproof is appropriate depending on the extent of the misconduct and the degree of harm to the client. (Std. 2.4(b).) The purposes of sanction for professional misconduct are the protection of the public, the courts and the legal profession; the maintenance of high professional standards by attorneys and the preservation of public confidence in the legal profession. (Std. 1.3; *In re Morse* (1995) 11 Cal.4th 184, 205, Std. 1.3; *Tarver v. State Bar* (1984) 37 Cal.3d 122, 133, 207 Cal.Rptr. 302, 688 P.2d 911; *Chadwick v. State Bar* (1989) 49 Cal.3d 103, 111.) In order to properly fulfill the purposes of lawyer discipline, we must review the nature

and extent of the facts and circumstances surrounding the misconduct. The determination of discipline involves an analysis of the standards and a balancing of both the mitigating and aggravating circumstances. (Std. 1.6(b). *Segal v. State Bar* (1988) 44 Cal.3d 1077, 1089; *Snyder v. State Bar* (1990) 49 Cal.3d 1302, 1310-11.) Because there are two client matters with grave mistakes and poor judgment with no aggravating facts and several mitigating factors a result that protects the public is achieved with two-year stayed suspension (Std. 1.2(e).

Based on the present misconduct in two client matters for two violations of the Rules of Professional Conduct rule 3-110(A), it is appropriate that discipline fall on the higher end of the range. (Std. 2.4(b).)

STATE BAR ETHICS SCHOOL.

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

In the Matter of
John Mark Edward Bouzane

Case number(s):
06-O-11921 & 06-O-13147

A Member of the State Bar

Law Office Management Conditions

- a. Within 0 days/0 months/1 years of the effective date of the discipline herein, Respondent must develop a law office management/organization plan, which must be approved by the Office of Probation. This plan must include procedures to (1) send periodic reports to clients; (2) document telephone messages received and sent; (3) maintain files; (4) meet deadlines; (5) withdraw as attorney, whether of record or not, when clients cannot be contacted or located; (6) train and supervise support personnel; and (7) address any subject area or deficiency that caused or contributed to Respondent's misconduct in the current proceeding.
- b. Within 60 days/0 months/1 years of the effective date of the discipline herein, Respondent must submit to the Office of Probation satisfactory evidence of completion of no less than 3 hours of Minimum Continuing Legal Education (MCLE) approved courses in law office management, attorney client relations and/or general legal ethics. This requirement is separate from any MCLE requirement, and Respondent will not receive MCLE credit for attending these courses (Rule 3201, Rules of Procedure of the State Bar.)
- c. Within 30 days of the effective date of the discipline, Respondent must join the Law Practice Management and Technology Section of the State Bar of California and pay the dues and costs of enrollment for 1 year(s). Respondent must furnish satisfactory evidence of membership in the section to the Office of Probation of the State Bar of California in the first report required.

(Do not write above this line.)

In the Matter of John Mark Edward Bouzane	Case number(s): 06-O-11921 & 06-O-13147
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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.

1-08-08		John Mark Edward Bouzane
Date	Respondent's Signature	Print Name
1/10/08		Michael E. Wine
Date	Respondent's Counsel Signature	Print Name
1/11/08		Jean Cha
Date	Deputy Trial Counsel's Signature	Print Name

(Do not write above this line.)

In the Matter Of John Mark Edward Bouzane	Case Number(s): 06-O-11921 & 06-O-13147
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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.

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.)**

1/23/08
Date



Judge of the State Bar Court
RICHARD A. HONN

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 January 23, 2008, I deposited a true copy of the following document(s):

**STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION
AND ORDER APPROVING STAYED SUSPENSION; NO ACTUAL
SUSPENSION**

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:

**MICHAEL E. WINE
301 N LAKE AVE STE 800
PASADENA, CA 91101 - 5113**

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

JEAN CHA, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **January 23, 2008**.



Tammy R. Cleaver
Case Administrator
State Bar Court