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State Bar Court of California
Hearing Department
Los Angeles

<p>Counsel For The State Bar</p> <p>Miho Murai Deputy Trial Counsel 1149 S. Hill Street Los Angeles, CA 90015-2299 213-765-1219</p> <p>Bar # 235178</p>	<p>Case Number (s) 06-O-12030-RAP 06-O-12031-RAP 06-O-12175-RAP</p>	<p>(for Court's use)</p> <p>FILED</p> <p>APR 11 2008 <i>hec</i></p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>Counsel For Respondent</p> <p>Ellen A. Pansky Pansky & Markle 1010 Sycamore Ave., Suite 101 South Pasadena, CA 91030 213-626-7300</p> <p>Bar # 77688</p>	<p>PUBLIC MATTER</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>	
<p>In the Matter Of: JAY ALEXANDER GHOREICHI</p> <p>Bar # 177274</p> <p>A Member of the State Bar of California (Respondent)</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 12, 1995**.
- (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 **15** 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: **two (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. **The current misconduct acknowledged by Respondent evidences multiple acts of wrongdoing.**

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- (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 displayed spontaneous candor and cooperation with the State Bar throughout the 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. **Respondent has acknowledged and accepted responsibility for his misconduct. He voluntarily enrolled and completed State Bar Ethics School and Client Trust Account School and has significantly changed his office practice to avoid future misconduct. See also attachment page 13.**
- (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

Respondent has been an attorney for 12 years with no prior record of discipline.

In case number 06-O-12030, no harm was caused to his client as a result of Respondent's misconduct.. In addition, Respondent settled the personal injury action for the maximum insurance policy limit of the other party and successfully reduced the UCI Medical Center's medical lien by approximately 90%.

D. Discipline:

(1) **Stayed Suspension:**

(a) Respondent must be suspended from the practice of law for a period of **eighteen (18) months**.

i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.

ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.

iii. and until Respondent does the following:

The above-referenced suspension is stayed.

(2) **Probation:**

Respondent is placed on probation for a period of **two (2) 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: **Respondent attended Ethics School and Client Trust Account School in August 2007 and passed both tests given at the end of each session.**
- (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 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 TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW, AND DISPOSITION

IN THE MATTER OF: JAY ALEXANDER GHOREICHI

CASE NUMBER(S): 06-O-12030, 06-O-12031, and 06-O-12175

FACTS AND CONCLUSIONS OF LAW

Jay Alexander Ghoreichi ("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

1. Respondent was admitted to the practice of law in the State of California on June 12, 1995, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.
2. At all times relevant herein, Respondent maintained a client trust account at National Bank of California, designated account number 150-239-5 (the "client trust account").

Facts of Case No. 06-O-12030

3. On or about May 26, 2005, Francisco Rodriguez Mendoza ("Mr. Mendoza") was involved in a vehicular accident while riding a bicycle. Mr. Mendoza retained Respondent to represent him in the personal injury action arising from the May 26, 2005 automobile accident. A written retainer agreement was executed on or about June 7, 2005. Respondent was retained on a contingency fee basis, which entitled him to thirty-three and one third percent of any recovery obtained on Mr. Mendoza's behalf.
4. On or about October 26, 2005, Respondent agreed to settle the personal injury action on behalf of Mr. Mendoza for the total sum of \$100,000.00, the maximum insurance policy limit of the other party involved.
5. On or about October 31, 2005, Respondent received a settlement draft in the amount of \$100,000.00 from Mercury Insurance Group ("Mercury Insurance") as settlement of Mr. Mendoza's personal injury action. The check was made payable to Ghoreichi & Associates and Francisco Rodriguez Mendoza and UCI Medical Center.

6. According to Respondent, upon receiving the settlement draft of \$100,000.00, it was inputted into an electronic program, Quick Book Basic 2004 (the "accounting program"), which Respondent used as a client ledger. However, he did not deposit the settlement draft into his client trust account because he was still negotiating with one medical lien holder, UCI Medical Center, which requested that it be paid by separate check directly from the opposing party's insurance company. Mr. Ghoreichi agreed to have new checks issued so UCI Medical Center could receive direct payment.
7. On or about January 5, 2006, Respondent sent a letter to Mercury Insurance requesting it to issue two separate checks, one in the amount of \$73,980.00 to Ghoreichi Law Firm & Francisco R. Mendoza, and a second check in the amount of \$26,020.00 to UCI Medical Center as full and final settlement of UCI Medical Center's medical lien. Respondent also returned the original \$100,000.00 settlement draft, dated October 31, 2005, with his letter. According to Respondent, when the \$100,000.00 check was returned to Mercury Insurance, no corresponding entry was made in the accounting program to reflect that the \$100,000.00 had been returned and was no longer available to be used on behalf of Mr. Mendoza.
8. On or about January 10, 2006, Respondent received a settlement draft in the amount of \$73,980.00 from Mercury Insurance as settlement of Mr. Mendoza's personal injury action. The check was made payable to Ghoreichi & Associates and Francisco Rodriguez Mendoza.
9. According to Respondent, upon receiving the settlement draft of \$73,980.00, he or someone in his office inadvertently placed the settlement draft in the formal file, rather than preparing it for immediate deposit into Respondent's client trust account. Nor did Respondent or anyone in his office make a new entry in the accounting program upon receipt of the new check for \$73,980.00 to reflect that amount as available for use on behalf of Mr. Mendoza. As a result, when he checked the accounting program prior to making disbursements on behalf of Mr. Mendoza, the accounting program reflected, and Respondent believed that he still had a balance of \$100,000.00 in his client trust account on behalf of his client Mr. Mendoza.
10. On or about January 24, 2006, before depositing the settlement draft of \$73,980.00 into his client trust account, Respondent issued a check from his client trust account, in the amount of \$933.33, to Dr. Rod Klopfer of Klopfer Family Chiropractic, on behalf of Mr. Mendoza, as full and final payment of Klopfer Family Chiropractic's medical lien. At the time that Respondent issued the check to Dr. Klopfer, there was no money in his client trust account on behalf of Mr. Mendoza. The check to Dr. Klopfer was paid against funds in the client trust account on or about January 30, 2006. Therefore, the check to Dr. Klopfer was issued against and cleared against other funds, which were held

in Respondent's client trust account. Upon reviewing the bank records, the check that was issued to Dr. Klopfer cleared against earned (but not yet distributed) attorney fees which were held in Respondent's client trust account for an unrelated case that settled in December 2005. No other clients' funds were misappropriated as a result of the issuance of the check to Dr. Klopfer.

11. On the same day, on or about January 24, 2006, Respondent issued another check from his client trust account, in the amount of \$5,000.00, to Mr. Mendoza, as payment of his portion of the settlement funds. At the time that Respondent issued the check to Mr. Mendoza, there was no money in his client trust account on behalf of Mr. Mendoza. Therefore, the check to Mr. Mendoza was issued against other funds, which were held in Respondent's client trust account. Upon reviewing the bank records, the check that was issued to Mr. Mendoza was issued against earned (but not yet distributed) attorney fees which were held in Respondent's client trust account for an unrelated case that settled in December 2005. No other clients' funds were misappropriated as a result of the issuance of the check to Mr. Mendoza.
12. On or about March 14, 2006, almost two months after issuing the checks to Dr. Klopfer and to Mr. Mendoza, Respondent discovered the settlement draft of \$73,980.00 in the formal file and deposited it into his client trust account.
13. Respondent knew, or in the absence of gross negligence should have known, that when he issued the checks to Dr. Klopfer and to Mr. Mendoza from his client trust account, he had no funds on deposit in his client trust account on behalf of Mr. Mendoza. Respondent admits that had he properly maintained a client ledger in the accounting program as required by rule 4-100(B)(3) of the Rules of Professional Conduct this misconduct would not have occurred.

Conclusions of Law of Case No. 06-O-12030

By failing to promptly deposit Mr. Mendoza's settlement check into his client trust account and by failing to wait until Mr. Mendoza's settlement funds were available in his client trust account prior to issuing checks on behalf of Mr. Mendoza and Dr. Klopfer from the client trust account, Respondent failed to properly maintain client funds in his client trust account in willful violation of rule 4-100(A) of the Rules of Professional Conduct.

Facts of Case No. 06-O-12031

14. On or about September 7, 2004, Vahid Djalilvand ("Mr. Djalilvand") was involved in a vehicular accident in Las Vegas, Nevada. Mr. Djalilvand retained Respondent to represent him in the bodily injury claim arising from the September 7, 2004 automobile

accident. Respondent was retained on a contingency fee basis, which entitled him to thirty-three and one third percent of any recovery obtained on Mr. Djalilvand's behalf.

15. On or about September 14, 2004, Mr. Djalilvand commenced treatment at Capo Beach Chiropractic ("Capo Chiropractic") under the care of Dr. Clyde S. Blackwelder ("Dr. Blackwelder"). Said treatment ended November 8, 2004 and resulted in a bill totaling \$2,299.00.
16. By on or about February 7, 2005, Capo Chiropractic had received \$1,260.00 in reimbursement from Farmers Insurance Group, Mr. Djalilvand's own insurance's med-pay coverage. The remaining balance owed to Capo Chiropractic was \$1,039.00.
17. On or about February 8, 2005, Respondent signed a medical lien in favor of Capo Chiropractic for Mr. Djalilvand's treatment.
18. In or about June 2005, Mr. Djalilvand's personal injury matter settled for the total sum of \$6,500.00.
19. On or about June 6, 2005, Respondent deposited the \$6,500.00 settlement check into his client trust account.
20. On or about June 6, 2005, Respondent sent Mr. Djalilvand a copy of the settlement disbursement sheet and a check in the amount of \$1,196.52, representing Mr. Djalilvand's portion of the settlement.
21. The settlement disbursement sheet that Respondent sent to Mr. Djalilvand authorized Respondent to withhold \$2,166.66 for attorney's fees, \$2,899.00 to pay the medical lien to Capo Chiropractic, and \$237.81 for costs. The remaining balance of \$1,196.52 was paid to Mr. Djalilvand as his portion of the settlement funds.
22. In or about June 2005, after Mr. Djalilvand received his settlement check, his sister, Cybel Maio ("Ms. Maio"), who holds a power of attorney on behalf of Mr. Djalilvand, began receiving numerous phone calls from Capo Chiropractic regarding the unpaid bill. Ms. Maio contacted Mr. Djalilvand in Iran. Mr. Djalilvand read the settlement disbursement sheet to Ms. Maio who then repeated it to Capo Chiropractic. In addition, Mr. Djalilvand provided a copy of the settlement disbursement sheet to Capo Chiropractic showing that \$2,899.00 of the \$6,500.00 was withheld by Respondent to satisfy the medical lien held by Capo Chiropractic.

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23. On or about February 17, 2006, Dr. Blackwelder of Capo Chiropractic sent Respondent a letter requesting that the balance of \$1093.00 be paid and notifying Respondent of his intention to file a complaint with the State Bar of California. The original bill, dated March 8, 2005, which was sent to Respondent reflected a total charge of \$2,299.00. On or about February 2006, Dr. Blackwelder sent another bill to Respondent, which reflected a total charge of \$2,353.00. Dr. Blackwelder had also received reimbursement from Mr. Djalivand's own insurance's med-pay coverage. According to Respondent, the delay in paying the balance of Capo Chiropractic's medial lien occurred because he was trying to clarify the exact amount of the outstanding bill, in light of the different amounts claimed by Dr. Blackwelder. Dr. Blackwelder's February 17, 2006 letter was sent to Respondent's office at 575 Anton Blvd., Suite 660, Costa Mesa, CA 92626. The letter was properly mailed to Respondent via the U.S. Postal Service, first class postage prepaid, in a sealed envelope properly addressed to his office address. The letter was not returned to Dr. Blackwelder as undeliverable or for any other reason by the U.S. Postal Service.
24. On or about March 21, 2006, Dr. Blackwelder filed a State Bar complaint against Respondent alleging that he failed to honor his fiduciary duty by failing to satisfy Capo Chiropractic's medical lien.
25. After receiving the February 17, 2006 letter from Dr. Blackwelder and after the State Bar complaint was filed, Respondent contacted Dr. Blackwelder regarding the balance owed. Dr. Blackwelder and Respondent agreed to settle the outstanding balance at a compromised figure of \$879.00.
26. On or about April 3, 2006, Respondent issued a check to Capo Chiropractic in the amount of \$879.00.
27. On or about April 5, 2006, at Respondent's insistence, Dr. Blackwelder signed a full and final release and settlement of all claims, including a clause stating "Clyde S. Blackwelder, DC further agrees to withdraw his complaint in its entirety with the State Bar of California recently filed on March 21, 2006."
28. The check was cashed by Dr. Blackwelder on or about April 6, 2006.

Conclusions of Law of Case No. 06-O-12031

By seeking Dr. Blackwelder's agreement to withdraw his complaint with the State Bar, Respondent willfully violated Business and Professions Code section 6090.5(a)(2).

Facts of Case No. 06-O-12175

29. On or about November 22, 2004, Carmen Rodriguez ("Ms. Rodriguez") allegedly sustained injuries while attempting to exit a Los Angeles Metropolitan Transportation Authority ("MTA") bus.
30. On or about January 22, 2005, Ms. Rodriguez retained Respondent to represent her in the personal injury action arising from the November 22, 2004 accident. A retainer agreement was executed that same day.
31. On or about February 25, 2005, Respondent sent a letter to MTA requesting that MTA accept liability for Ms. Rodriguez's personal injury claim.
32. On or about March 22, 2005, Respondent was served with a notice of rejection of Ms. Rodriguez's claim by Hertz Claim Management Corporation ("Hertz Management"), on behalf of MTA. The notice included the following, "You only have six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim." Respondent did not inform Ms. Rodriguez that he had received the notice or that her claim had been denied.
33. On or about July 21, 2005, Respondent sent a demand letter to Hertz Management seeking a settlement for \$10,000.00 on behalf of Ms. Rodriguez for her personal injury claim.
34. According to Respondent, he sent three separate letters on or about August 1, 2005, September 8, 2005, and September 12, 2005 to Ms. Rodriguez advising her that he would not continue to represent her, and that she should retain new counsel and file an action before September 22, 2005, when the statute of limitation would expire.
35. According to Ms. Rodriguez, she did not receive any letters sent by Respondent on or about August 1, 2005 or September 12, 2005.
36. On or shortly after September 8, 2005, Ms. Rodriguez received the September 8, 2005 letter from Respondent informing her that he would no longer represent her. In the letter, Respondent advised her that her MTA claim had been denied on March 22, 2005, and that if she decided to proceed with her case, she would need to file a personal injury action in court on or before September 22, 2005.

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Conclusions of Law of Case No. 06-O-12175

By failing to provide adequate communication to his client to ensure that she understood that her claim had been denied by the MTA and to ensure that she fully understood, in sufficient time to allow her a fair opportunity to retain new counsel, that Respondent would not file a civil action on her behalf, Respondent failed to keep his client reasonably informed of significant developments in a matter in which he agreed to provide legal services, in willful violation of section 6068(m) of the Business and Professions Code.

PENDING PROCEEDINGS

The disclosure date referred to, on page two, paragraph A.(7), was March 28, 2008.

DISMISSALS

The parties respectfully request the Court to dismiss the following alleged violation in the interest of justice.

<u>Case No.</u>	<u>Count</u>	<u>Alleged Violation</u>
06-O-12030	Two	Rule 4-100(B)(3) of the Rules of Professional Conduct
06-O-12031	Three	Rule 3-110(A) of the Rules of Professional Conduct
06-O-12175	Five	Rule 3-110(A) of the Rules of Professional Conduct
06-O-12175	Six	Business and Professions Code section 6068(m)

AUTHORITIES SUPPORTING DISCIPLINE

Pursuant to standard 1.3 of the Standards for Attorney Sanctions for Professional Misconduct, the primary purposes of disciplinary proceedings and imposing sanctions 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.”

Here, the requested discipline furthers the purposes set forth in standard 1.3.

Pursuant to standard 2.2(b), the “[c]ulpability of a member of commingling of entrusted funds or property with personal property . . . shall result in at least a three month actual suspension from the practice of law, irrespective of mitigating circumstances.”

Section 6090.5 of the Business and Professions Code states that, “[i]t is a cause for suspension, disbarment, or other discipline for any member, whether as a party or as an attorney for a party, to agree or seek agreement, that . . . [t]he plaintiff shall withdraw a disciplinary complaint or shall not cooperate with the investigation or prosecution conducted by the disciplinary agency.”

Finally, standard 2.6 states that the culpability of a member of a violation of Business and Professions Code section 6068 (including section 6068(m)), “shall result in disbarment or suspension depending on the gravity of the offense or the harm, if any, to the victim, with due regard to the purposes of imposing discipline set forth in standard 1.3.”

The Supreme Court gives the Standards “great weight,” and will reject a recommendation consistent with the Standards only where the Court entertains “grave doubts” as to its propriety. *In re Naney* (1990) 51 Cal. 3d 186, 190; *see also In re Silvertown* (2005) 36 Cal. 4th 81, 91, 92. Further, although the Standards are not mandatory, it is well-established that the Standards may be deviated from only when there is compelling, well-defined reason to do so. *See Aronin v. State Bar* (1990) 52 Cal. 3d 276, 291; *see also Bates v. State Bar* (1990) 52 Cal. 3d 1056, 1060, fn. 2.

The State Bar recognizes that the Standards should not be applied in a talismanic fashion. *Gary v. State Bar* (1988) 44 Cal. 3d 820, 828. However, Respondent bears the burden to demonstrate that the State Bar should deviate from the Standards.

In this particular case, Respondent has met his burden and has provided a candid explanation of his misconduct. Also, Respondent has acknowledged and accepted responsibility for his misconduct and has made significant changes to his office practice to avoid any future misconduct. According to Respondent, these changes included hiring a CPA to assist Respondent in his record-keeping and accounting, keeping handwritten ledgers for each client (as well as electronic ones) and a master ledger for all clients, personally supervising the reconciliation of the accounts, as well as the receipt and distribution of client trust funds, making staffing changes to ensure compliance with his firm’s needs and objectives, and winding down his personal injury caseload. Nonetheless, Respondent’s actions rise to a level of misconduct which warrants an appropriate discipline.

In light of the mitigating circumstances demonstrated by Respondent in this matter, including his cooperation, candidness, and remorse, and the fact that he has no prior record of discipline in the twelve (12) years that he has been practicing law, the imposition of an eighteen

(18) months stayed suspension, and two years probation with conditions, would adequately protect the public, the courts, and the legal profession from further misconduct from this Respondent. The State Bar recognizes that the recommended discipline deviates from the standards cited above. However, given the particular circumstances of this case, including the lack of significant harm to his clients by his misconduct, particularly with respect to the client trust account violation (and the short-time framed involved therein), the State Bar believes this is an appropriate level of discipline. Moreover, because of Respondent's own recognition of his misconduct and immediate steps to rectify it, such as voluntarily enrolling and completing Ethics School and Client Trust Account School and significantly changing his office practice, the State Bar believes that the recommended discipline will serve the purposes of the disciplinary proceedings.

COSTS OF DISCIPLINARY PROCEEDINGS

Respondent acknowledges that the Office of the Chief Trial Counsel has informed Respondent that, as of March 28, 2008, the costs in this matter is \$3,530.00. Costs to be paid in equal amounts prior to February 1 for the following two (2) billing cycles following the effective date of the Supreme Court order. Respondent further acknowledges that should this stipulation be rejected or should relief from this stipulation be granted, the costs in this matter may increase due to the costs of further proceedings.

(Do not write above this line.)

In the Matter of JAY ALEXANDER GHOREICHI	Case number(s): 06-O-12030; 06-O-12031; 06-O-12175
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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.

April 4, 2008

Date
April 4, 2008

Date

4/7/08

Date

Jay Alexander Ghoreichi
Respondent's Signature

JAY ALEXANDER GHOREICHI
Print Name

Ellen Pansky
Respondent's Counsel Signature

ELLEN A. PANSKY
Print Name

MIHO MURAI
Deputy Trial Counsel's Signature

MIHO MURAI
Print Name

(Do not write above this line.)

In the Matter Of JAY A. GHOREICHI	Case Number(s): 06-O-12030; 06-O-12031; 06-O-12175
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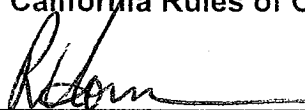
ORDER

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.)**

4-10-08
Date



Judge of the State Bar Court
RICHARD A. HONN

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DECLARATION OF SERVICE BY REGULAR MAIL

CASE NUMBER: 06-O-12030-RAP; 06-O-12031-RAP and 06-O-12175-RAP

I, the undersigned, over the age of eighteen (18) years, whose business address and place of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California 90015, declare that I am not a party to the within action; that I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service; that in the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day; that I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit; and that in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles, on the date shown below, a true copy of the within

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

in a sealed envelope placed for collection and mailing at Los Angeles, on the date shown below, addressed to:

**Ellen A. Pansky
Pansky & Markle
1010 Sycamore Ave., Suite 101
South Pasadena, California 91030**

in an inter-office mail facility regularly maintained by the State Bar of California addressed to:

N/A

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: 4-4-2008

SIGNED: 
Michael Angelo Kanterakis
Declarant

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 April 11, 2008, I deposited a true copy of the following document(s):

**STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION
AND ORDER APPROVING**

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

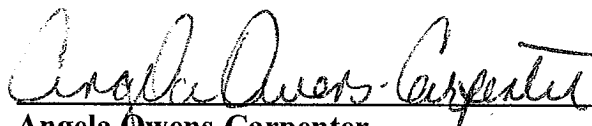
- [X] by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**ELLEN ANNE PANSKY
PANSKY & MARKLE
1010 SYCAMORE AVE #101
SOUTH PASADENA CA 91030**

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

MIHO MURAI, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **April 11, 2008**.


Angela Owens-Carpenter
Case Administrator
State Bar Court