

(Do not write above this line.)

State Bar Court of California
Hearing Department
Los Angeles

Counsel For The State Bar Melanie J. Lawrence 1149 S. Hill St. Los Angeles, CA 90015 213-765-1066	Case Number (s) 06-O-12247 07-O-10589 07-O-10875 07-O-11404 07-O-11982 06-O-11094 06-O-14752 04-O-15088 04-O-15752 05-O-02033 05-O-02548 05-O-02905 05-O-04202 05-O-02547 06-O-10996 06-O-11854 09-J-10016(investigation)	(for Court's use) PUBLIC MATTER FILED JUN 15 2011 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
Bar # 230102		
Counsel For Respondent Paul Virgo P.O. Box 67682 Los Angeles, CA 90067		
Bar # 67900		
In the Matter of: Kenneth Brian Rodman 2277 Townsgate Rd., Ste. 212 Westlake Village, CA 91361	Submitted to: Settlement Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT DISBARMENT <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
Bar # 72412 A Member of the State Bar of California (Respondent)		

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

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted **December 22, 1976**.
- (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 resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of (7) 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."



(Do not write above this line.)

- (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 to be awarded to the State Bar
 - Costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
 - Costs entirely waived
- (9) ORDER OF INACTIVE ENROLLMENT:
The parties are aware that if this stipulation is approved, the judge will issue an order of inactive enrollment under Business and Professions Code section 6007, subdivision (c)(4), and Rules of Procedure of the State Bar, rule 220(c).

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**
- (a) State Bar Court case # of prior case
 - (b) Date prior discipline effective
 - (c) Rules of Professional Conduct/ State Bar Act violations:
 - (d) Degree of prior discipline
 - (e) If respondent has two or more incidents of prior discipline, use space provided below:
- (2) **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) **Trust Violation:** Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct.

- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

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

- (1) **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (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. **See Exhibit 1.**
- (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: Disbarment.

E. Additional Requirements:

- (1) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.

- (2) **Restitution:** Respondent must make restitution to **see attachment** in the amount of \$ **see attachment** plus 10 percent interest per year from **see attachment**. If the Client Security Fund has reimbursed **see attachment** for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than **see attachment** days from the effective date of the Supreme Court order in this case.

- (3) **Client Security Fund Reimbursement:** Respondent must also reimburse the Client Security Fund to the extent that the misconduct in this matter results in the payment of funds and such payment obligation is enforceable as provided under Business and Professions Code section 6140.5.

- (4) **Other:**

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(6), was May 31, 2011.

COSTS OF DISCIPLINARY PROCEEDINGS.

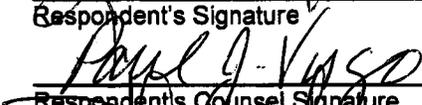
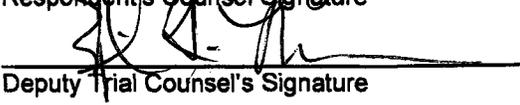
Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of May 1, 2011, the prosecution costs are estimated at \$23,689.72. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted the costs in this matter may increase due to the cost of further proceedings.

(Do not write above this line.)

In the Matter of Kenneth Brian Rodman	Case number(s): 06-O-12247 et.al.
--	--------------------------------------

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.

<u>5/1/11</u> Date	 Respondent's Signature	<u>KENNETH B. RODMAN</u> Print Name
<u>6/1/2011</u> Date	 Respondent's Counsel Signature	<u>PAUL J. VIRGO</u> Print Name
<u>6/2/11</u> Date	 Deputy Trial Counsel's Signature	<u>Melanie J. Lawrence</u> Print Name

(Do not write above this line.)

In the Matter of: Kenneth Brian Rodman	Case Number(s): 06-O-12247 et.al.
---	--------------------------------------

DISBARMENT ORDER

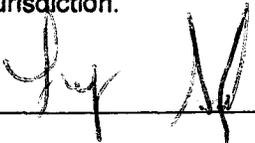
Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- 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 5.58(E) & (F), 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.)**

Respondent is ordered transferred to involuntary inactive status pursuant to Business and Professions Code section 6007, subdivision (c)(4). Respondent's inactive enrollment will be effective three (3) calendar days after this order is served by mail and will terminate upon the effective date of the Supreme Court's order imposing discipline herein, or as provided for by rule 5.111(D)(2) of the Rules of Procedure of the State Bar of California, or as otherwise ordered by the Supreme Court pursuant to its plenary jurisdiction.

June 15 2011
Date


Judge of the State Bar Court

LUCY ARMENDARIZ

FILED

MAR 13 2009

STATE BAR COURT CLERK'S OFFICE
SAN FRANCISCO

1 STATE BAR OF CALIFORNIA
OFFICE OF THE CHIEF TRIAL COUNSEL
2 SCOTT J. DREXEL, No. 65670
CHIEF TRIAL COUNSEL
3 PATSY J. COBB, No. 107793
DEPUTY CHIEF TRIAL COUNSEL
4 JAYNE KIM, No. 174614
ASSISTANT CHIEF TRIAL COUNSEL
5 KIMBERLY G. ANDERSON, No. 150359
SUPERVISING TRIAL COUNSEL
6 MELANIE J. LAWRENCE, No. 230102
DEPUTY TRIAL COUNSEL
7 1149 South Hill Street
Los Angeles, California 90015-2299
8 Telephone: (213) 765-1066

10 STATE BAR COURT

11 HEARING DEPARTMENT - LOS ANGELES

13 In the Matter of:) Case No. 09-J-10016, 06-O-12247, 07-O-
14 KENNETH BRIAN RODMAN,) 10589, 07-O-10875, 07-O-11404, 07-O-11982,
No. 72412,) 06-O-11094, 06-O-14752, 04-O-15088, 04-O-
15) 15752, 05-O-02003, 05-O-02548, 05-O-02905,
16 A Member of the State Bar) 05-O-04202, 05-O-02547, 06-O-10996, 06-O-
11854

STIPULATION AS TO FACTS

17
18 IT IS HEREBY STIPULATED by and between the State Bar of California, by and
19 through Deputy Trial Counsel MELANIE J. LAWRENCE, and KENNETH BRIAN RODMAN,
20 ("Respondent"), and Erica Tabachnick, Respondent's Counsel, in accordance with rule 131 of
21 Rules of Procedure of the State Bar of California as follows:

22 JURISDICTION

23 Respondent was admitted to the practice of law in the State of California on December
24 22, 1976, and since that time has been a member of the State Bar of California.

25 WAIVERS AND UNDERSTANDING OF THE PARTIES

26 It is understood and acknowledged by the parties to this stipulation that:

- 27 1. This stipulation as to facts is binding upon the parties regardless of the disposition or
28 degree of discipline recommended or imposed.

- 1 21. Respondent appeared at the hearing on the court's order to show cause, after filing
2 an application to be employed nunc pro tunc, which was denied by the court.
- 3 22. The court found Respondent in contempt and fixed a monthly payment plan for
4 payment of the outstanding \$4,500, in the amount of \$500 a month to commence
5 on December 15, 2007.
- 6 23. As of October 7, 2008, Respondent had not made any of the required payments
7 and remained in contempt of the bankruptcy court. On December 8, 2008,
8 Respondent signed a declaration for the bankruptcy court that he had delivered the
9 \$4,500 to Big Oak and had previously paid \$500. He attached a copy of check
10 number 1058, dated December 8, 2008, payable to Big Oak Radiology Inc., in the
11 amount of \$4,500.

12 Conclusions of Law

13 By failing to disgorge the \$5,000 as ordered within fourteen days of the Court's May 23,
14 2007, order and then, failing to make any of the monthly payments commencing December 15,
15 2007, Respondent willfully disobeyed an order of the court requiring him to do or forbear an act
16 connected with or in the course of his profession which he ought to, in good faith, do.

17 The Ward and Bodnar Matters

- 18 24. Respondent represented the debtors in possession in the respective chapter 11
19 cases, *In re Robert Burton Ward and Susan L. Ward*, SV 06-12191 GM and *In re*
20 *Kimberly Bodnar*, SV 06-12486 GM.
- 21 25. The U.S. Trustee filed motions to disgorge Respondent's compensation based on
22 his failure to seek court authorization of his employment.
- 23 26. Respondent did not respond to either of the U.S. Trustee's motions.
- 24 27. The court granted the motions, ordered Respondent to provide an accounting to
25 determine the amount of fees to be disgorged in each case, and continued the
26 hearings on the motions in order to ascertain those amounts.
- 27 28. Respondent failed to provide an accounting in either case and failed to appear at
28 the continued hearings.
- 29 29. The court ordered disgorgement of fees in the amount of \$4,000 in each case and
30 issued orders to show cause regarding contempt.
- 31 30. Respondent failed to appear at the contempt hearings and did not disgorge any
32 compensation.
- 33 31. The court held Respondent in contempt and ordered the he personally appear in
34 court to explain why he failed to obey the court's orders, file a declaration as to
35 why he failed to obey the court's orders, pay the disgorged fees and provide an
36 accounting to the U.S. Trustee. The Order of Contempt further provided that if
37 Respondent failed to appear, a warrant for his arrest would be issued.
- 38 32. Thereafter, Respondent filed employment applications which were granted by the
39 court. He also provided a declaration and other documents seeking to mitigate his
40 failures to respond and obey court orders.

- 1
2
3
4
33. Respondent then agreed not to present chapter 11 debtors until he completed the Lawyer's Assistance Program and that the U.S. Trustee's Office could communicate directly with any of his clients who contacted the Trustee's Office with complaints about him. Based thereon, on October 23, 2007, the court vacated its prior disgorgement orders.

5

Conclusions of Law

6 By failing to provide an accounting to determine the amount of fees to be disgorged, and
7 failing to disgorge the \$4,000 in each case as ordered by the Court, Respondent willfully
8 disobeyed an order of the court requiring him to do or forbear an act connected with or in the
9 course of his profession which he ought to, in good faith, do.

10

The Hemsath Matter

- 11
34. In *In re Greg A. L. Hemsath and Bonita Long-Hemsath*, SV 07-13586 GM, Respondent failed to forward documents to the chapter 7 Trustee resulting in a motion to compel.
- 12
35. Respondent failed to advise his clients that had had moved his office, failed to respond to their questions and requests, and failed to advise the chapter 7 Trustee that his clients were present for their First Meeting of Creditors pursuant to 11 U.S.C. section 341(a).
- 13
36. The court granted the U.S. Trustee's motion and ordered Respondent to disgorge \$700 by October 17, 2008. On December 8, 2008, Respondent executed a declaration for the bankruptcy court in which he stated that he mailed the \$700 to the Hemsaths and attached check number 1057 dated December 8, 2008, payable to Greg and Bonita Hemsath, in the amount of \$700.
- 14
- 15
- 16

17

Conclusions of Law

18 By failing to forward documents to the chapter 7 Trustee, failing to advise his clients that
19 he had moved his office, failing to respond to their questions and requests and failing to advise
20 the chapter 7 Trustee that his clients were present for their First Meeting of Creditors,
21 Respondent intentionally, recklessly, or repeatedly failed to perform with competence.

22

The Williams and Stivers Matters

- 23
37. Respondent represented the debtors in *In re Stacey M. Williams*, SV 08-12096 GM and *In re Mark R. Stivers*, SV 08-10873 KT.
- 24
38. The U.S. Trustee brought motions for disgorgement in both matters of a portion of Respondent's compensation because of Respondent's failure to enter into written engagement agreements with his clients.
- 25
39. The bankruptcy court found that Respondent failed to enter into written agreements with his clients in violation of Business and Professions Code section 6148(a).
- 26
- 27
40. In the Williams matter, the court ordered Respondent to disgorge \$200 within three weeks of the entry of the order. In the Stivers matter, the court ordered
- 28

1 Respondent to pay sanctions in the amount of \$150 within three weeks of the
2 entry of that order.

- 3 41. As of October 7, 2008, Respondent had failed to comply with both orders. On
4 October 28, 2008, Respondent executed a declaration for the bankruptcy court in
5 the Williams matter in which he stated he had disgorged \$200 to Williams. He
6 attached check number 1013, dated October 25, 2008, for \$200 payable to
7 Williams. On December 8, 2008, Respondent executed a declaration for the
8 bankruptcy court in the Stivers matter in which he stated he had mailed a \$150
9 payment to Stivers. He attached check number 1053, dated December 8, 2008,
10 for \$150 payable to Stivers.

11 **Conclusions of Law**

12 By failing to disgorge \$200 within three weeks in the Williams matter and \$150 within
13 three weeks in the Stivers matter, as ordered by the Court, Respondent willfully disobeyed an
14 order of the court requiring him to do or forbear an act connected with or in the course of his
15 profession which he ought to, in good faith, do.

16 **The Ossenkop and Buha Matters**

- 17 42. Respondent represented the debtors in *In re William B. Ossenkop*, SV 08-11399
18 MT and *In re Brankco B. Buha*, SV 08-12118 GM.
- 19 43. In both matters, the U.S. Trustee moved for disgorgement of Respondent's fees
20 pursuant to U.S.C. section 329, after Respondent failed to timely file the debtor's
21 case after receiving payment in full, failed to adequately and zealously represent
22 the debtors, failed to adequately communicate with his clients and other parties in
23 interest and failed to comply with Bankruptcy Codes and Rules.
- 24 44. Respondent did not respond or appear at the hearing on the Trustee's motion in
25 the Ossenkop matter. The court granted the motion and ordered Respondent's
26 compensation in the amount of \$1,552 to be disgorged by July 7, 2008.
27 Respondent failed to disgorge the fees by July 7, 2008. On December 8, 2008,
28 Respondent executed a declaration in which he stated he had mailed \$2,000 to his
client to refund his fee plus additional money for any pain caused his client.
45. In the Buha matter, the court granted the Trustee's motion and ordered
Respondent's compensation in the amount of \$1,051 to be disgorged by October
17, 2008. On December 8, 2008, Respondent executed a declaration in which he
stated he had mailed \$1,051 to his client. He attached a copy of check number
1056, dated December 8, 2008, payable to Buha in the amount of \$1,051.

Conclusions of Law

By failing to timely file the debtor's case, failing to adequately and zealously represent
the debtors, failing to adequately communicate with his clients and other parties in interest and
failing to comply with Bankruptcy Codes and Rules, Respondent intentionally, recklessly, or
repeatedly failed to perform with competence.

By failing to disgorge the \$1,552 by July 7, 2008, as ordered by the Court, Respondent
willfully disobeyed an order of the court requiring him to do or forbear an act connected with or
in the course of his profession which he ought to, in good faith, do.

1
2
3
4
5
6
7
8
9
10
11
12
13

The Garrison Matter

- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
46. Respondent represented the debtor in *In re Lawrence Edward Garrison*, SV 08-13847 MT.
 47. Respondent was paid \$1,250 to prepare and file a chapter 7 petition and schedules and to represent the debtor at his U.S.C. section 341(a) meeting of creditors.
 48. Prior to the meeting, the debtor's case was dismissed due to the debtor's failure to file schedules, a statement of financial affairs, a Form B22A, and employee income records as required by U.S.C. section 521(a).
 49. The U.S. Trustee filed a motion pursuant to U.S.C. section 329(b) that Respondent be ordered to disgorge the fees the debtor had paid him.
 50. The motion was granted by order entered October 28, 2008, requiring Respondent to disgorge \$1,250 of the fees within 30 days after entry of the order. On December 10, 2008, Respondent executed a declaration for the bankruptcy court in which he stated he mailed \$1,250 to his client. He attached a copy of check number 1064, dated December 9, 2008, payable to Garrison in the amount of \$1,250.

13

Conclusions of Law

14 By failing to file schedules, a statement of financial affairs, a Form B22A and employee
15 income records, Respondent intentionally, recklessly, or repeatedly failed to perform with
16 competence.

17

06-O-12247

- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
51. On about April 22, 2002, Ester Clinton Reid (Reid) hired Respondent to collect spousal support owed to Reid by her ex-husband, Harold Tor (Tor). Reid paid Respondent \$2,500 as an advance fee for his legal services. They agreed that Respondent would receive \$200 per hour for his legal work.
 52. Previously, in August 1996, the Superior Court, in case no. D129862, had ordered Tor to pay spousal support in the amount \$500 per month to Reid. Tor owed about \$42,000, including interest, to Reid for about six years of unpaid spousal support.
 53. When Reid hired Respondent, she had already obtained a judgment lien against Tor. Tor owned real property in Florida and in Huntington Beach, California, and Tor had placed all of his assets in a corporation.
 54. Reid told Respondent about Tor's real property holdings and that Tor's assets were held by Tor's corporation. Respondent assured Reid that he would be able to "pierce Tor's corporate veil" and obtain money for Reid.
 55. Respondent filed an application in superior court for a debtor's examination of

1 Tor. The debtor's examination was scheduled to take place on about October 12,
2 2002. But, Respondent failed to properly serve Tor with the notice of the
3 October 12, 2002, debtor's examination and it never took place.

4 56. On April 1, 2004, eighteen months later, Respondent filed, and properly served, a
5 second notice for a debtor's examination. After some delay, the second debtor's
6 examination was scheduled for July 21, 2004.

7 57. Between about June 2 and June 4, 2004, Reid expressed some ambivalence about
8 collecting the spousal support arrearages from Tor.

9 58. But, on about June 4, 2004, Reid sent an email to Respondent advising him to
10 proceed with the collection action against Tor.

11 59. Tor appeared at the debtor's examination on July 21, 2004. Tor claimed that he
12 did not owe any child support and the debtor's examination was apparently
13 continued until September 20, 2004.

14 60. Respondent never informed Reid what happened at the debtor's exam, or what
15 happened after the debtor's exam.

16 61. Respondent never attempted to foreclose on the judgment lien that Reid had
17 obtained.

18 62. Between about July 2003, and continuing through about August 2007, Reid has
19 continually requested updates from Respondent on her matter. Throughout that
20 time period, Respondent has sometimes failed to respond to Reid's requests for
21 information for lengthy periods of time, or other times, Respondent has promised
22 Reid that he would begin working on her legal matter. Throughout that period,
23 Respondent has performed no legal services that have been of any benefit to Reid.

24 63. Since April 2002, Respondent has not collected any of the money that Tor owes
25 to Reid, and has failed to explain why he never collected any money.

26 **Conclusions of Law:**

27 By failing to collect the spousal support that Tor owes Reid, Respondent intentionally,
28 recklessly, or repeatedly failed to perform with competence.

By failing to keep Reid informed about his progress, or lack of progress, in her legal
matter, Respondent failed to keep a client reasonably informed of significant developments in a
matter in which Respondent had agreed to provide legal services.

07-O-10589

64. On about October 15, 2004, Ignacio Carmona (Carmona) hired Respondent to
terminate an existing spousal support order and to prepare a Qualified Domestic
Relations Order (QDRO). Carmona paid Respondent \$1,500 as an advance fee

1 for Respondent's legal services, and \$37 as advance costs. They agreed that
2 Respondent would receive \$235 an hour for his legal services.

3 65. On about October 15, 2004, Respondent gave Carmona a blank Income and
4 Expense Declaration (I&E) and asked him to fill out the form and to quickly
5 return it to Respondent. On about October 18, 2004, Carmona faxed the filled-out
6 form to Respondent. Respondent prepared a completed I&E for Carmona's
7 signature and mailed it to Carmona. On about October 23, 2004, Carmona signed
8 the I&E and returned it to Respondent.

9 66. Carmona heard nothing about his case for about twenty (20) months. During that
10 time, Carmona assumed that Respondent was working on his legal matter.

11 67. On about July 7, 2006, Carmona's ex-wife served a subpoena on him seeking
12 information about his income.

13 68. On about July 11, 2006, Carmona met with Respondent to discuss the subpoena
14 and to inquire about the status of his case. Initially, Respondent did not remember
15 who Carmona was and was unable to find Carmona's file. When Respondent
16 eventually found Carmona's I&E on his computer, he saw that the I&E was
17 outdated. Respondent asked Carmona to update the I&E.

18 69. On about July 14, 2006, Carmona updated the I&E and faxed it to Respondent.

19 70. On about July 26, 2006, Respondent prepared a completed, and updated, I&E and
20 mailed it to Carmona for his final signature. Carmona returned the signed I&E to
21 Respondent on about July 27, 2006.

22 71. Beginning about July 27, 2006 through about October 2, 2006, Carmona called
23 Respondent repeatedly, seeking information about his case. Respondent never
24 spoke to Carmona, but left one message on Carmona's answering machine.

25 72. On about October 2, 2006, Carmona hired new counsel to represent him. That
26 day Carmona's new counsel sent a letter to Respondent asking for Carmona's file.
27 Respondent never responded to the letter.

28 73. On about October 19, 2006, Carmona sent a letter to Respondent, via certified
mail, requesting the return of his file, an accounting and a refund of his entire fee.
Respondent received the letter but never responded to it.

74. Respondent never completed any of the work that Carmona hired him to
complete.

75. Respondent provided no legal services to Carmona that were of any value to
Carmona.

1 Conclusions of Law

2 By failing to complete the work on Carmona's QDRO and by not terminating the
3 spousal support order, Respondent failed to perform legal services with competence. Because he
4 never gave Carmona an accounting of the advance fees that Carmona gave to him, Respondent
5 failed to render appropriate accounts to a client regarding all funds, or other properties, coming
6 into Respondent's possession. Because he has not refunded the advance fees that Carmona paid
7 him, Respondent failed to refund promptly any part of a fee paid in advance that has not been
8 earned.

9 07-O-10875

- 10 76. On about April 21, 2006, Michael Comde (Comde) hired Respondent to represent
11 him in a criminal matter, and to file a motion to expunge a prior misdemeanor
12 conviction. Comde paid Respondent \$10,000 as an advance legal fee. They
13 agreed that Respondent would be paid \$250 per hour for his legal services.
14 Respondent also promised a refund to Comde if the matter settled early.
- 15 77. Comde's arraignment was scheduled for April 24, 2006. Respondent attended the
16 arraignment on April 24, 2006, and requested a continuance. The arraignment was
17 continued.
- 18 78. In all, Respondent requested three continuances of the arraignment, and Comde's
19 arraignment was eventually held on July 17, 2006.
- 20 79. On about July 17, 2006, Comde pled *nolo contendere* to the initial charge and was
21 fined \$30.
- 22 80. On about May 24, 2006, Respondent filed a petition to expunge Comde's prior
23 misdemeanor conviction. To complete the expungement petition, Respondent
24 typed fewer than 20 words onto a form, excluding his and his client's name and
25 address, and checked 3 boxes.
- 26 81. One of the boxes that Respondent checked, stated that Comde had completed his
27 probation in the prior matter and that Comde "is not serving a sentence for any
28 offense, nor on probation for any offense, **nor under charge of commission of
any crime.**" (Emphasis added).
82. That same day, on about May 24, 2006, the court denied Comde's petition for
expungement due to the pending charge against him.
83. Respondent knew, or should have known, that there was a pending charge against
Comde because Respondent was representing Comde on the pending charge.
84. Respondent's motion for expungement was frivolous and doomed to fail. Any
minimally competent legal practitioner would have known that Comde was not
eligible to have his prior conviction expunged on May 24, 2006.

- 1 85. Between about July 2006 and February 12, 2007, Comde asked Respondent, on
2 several occasions, for an accounting and a refund of his unearned fee.
Respondent never replied to Comde's repeated requests.
- 3 86. On February 12, 2007, Comde fired Respondent, and once again, demanded an
4 accounting and a refund of his unearned fees.
- 5 87. On August 7, 2007, after the State Bar had contacted Respondent and notified him
6 that Comde was alleging that Respondent failed to provide an accounting,
Respondent delivered an accounting to Comde.

7
8 **Conclusions of Law**

9 By filing a petition for expungement that stated that Comde was not charged with the
10 commission of a crime, at the same time that Respondent was representing Comde in a criminal
11 matter, Respondent failed to perform legal services with competence. By not giving Comde an
12 accounting of his funds when Comde requested the accounting, and by not giving Comde an
accounting of his funds until after the State Bar contacted him, Respondent failed to render
appropriate accounts to a client regarding client funds.

13 **07-O-11404**

- 14 88. On about June 2, 2003, Gus Zamudio (Zamudio) hired Respondent represent
15 him in a criminal matter and in his divorce. Zamudio paid Respondent \$3,500 as
16 an advance fee for his legal services. Zamudio paid \$2,500 for the divorce case
and \$1,000 for the criminal matter.
- 17 89. Respondent never obtained discovery in Zamudio's criminal matter.
- 18 90. Even though he was not prepared, Respondent attended a meeting with the City
19 Attorney in Zamudio's criminal case.
- 20 91. Zamudio personally met with the City Attorney's office and based on that
21 meeting, the city attorney dismissed the case against Zamudio.
- 22 92. Respondent performed no services that were of any value to Zamudio in
Zamudio's criminal matter.
- 23 93. In about August 2003, Respondent demanded that Zamudio pay an additional
24 \$1,000 to Respondent for Zamudio's divorce case. Zamudio paid Respondent the
25 additional \$1,000.
- 26 94. On about September 20, 2003, Respondent demanded that Zamudio pay him an
27 additional \$2,500 for Zamudio's divorce matter. In exchange for the additional
28 money, Zamudio demanded that Respondent prepare an "action plan" so that
Zamudio would know what work Respondent was performing on his behalf.
Respondent replied ""there is no such thing as an action plan" and demanded that

1 Zamudio pay the additional \$2,500 or Respondent would not do anything further
2 for Zamudio.

3 95. Zamudio wanted Respondent to agree that Respondent would work on removing
4 or modifying a restraining order that Zamudio's ex-wife had placed on Zamudio,
perform work on a set of escrow instructions and set up a settlement conference.

5 96. On about September 30, 2003, Zamudio sent the additional \$2,500 to Respondent.

6 97. On about October 8, 2003, Zamudio sent an e-mail to Respondent asking for an
7 update on the status of his case. Respondent failed to adequately respond to
8 Zamudio's questions.

9 98. On about October 18, 2003, Zamudio sent a letter to Respondent firing him,
10 demanding an accounting for all of the money that Zamudio paid Respondent and
11 demanding a refund of the \$2,500 payment that Zamudio paid to Respondent on
12 September 30, 2003.

13 99. To date, Respondent has not given Zamudio an accounting of his advance fees nor
14 refunded Zamudio's unearned fees.

15 Conclusions of Law

16 By failing to obtain discovery in Zamudio's criminal case, Respondent failed to
17 perform legal services with competence. By not delivering an accounting of the advance fees
18 that Zamudio paid him to Zamudio, Respondent failed to render appropriate accounts to a client
19 regarding all funds, or other properties, coming into Respondent's possession. By not refunding
20 the final payment of \$2,500 that Zamudio paid Respondent, Respondent failed to refund
21 promptly any part of a fee paid in advance that has not been earned.

22 07-O-11982

23 100. On about October 23, 2006, Thomas Beddingfield (Beddingfield) hired
24 Respondent to modify his spousal support payments. Beddingfield paid
25 Respondent \$1,540 as an advance fee for his legal services. They agreed that
26 Respondent would receive \$187.50 per hour for his legal services.

27 101. From about October 27, 2006 through November 6, 2006, Beddingfield called
28 Respondent's office four times. Each time he called, Beddingfield requested that
Respondent call him back.

102. On about November 6, 2006, Respondent called Beddingfield and confessed that
he had done nothing on Beddingfield's case. Respondent assured Beddingfield
that he would put Beddingfield's case on the "top of his pile."

103. On about March 19, 2007, Beddingfield, dissatisfied with Respondent's work on
his matter, fired Respondent and demanded an accounting and a refund of his
unearned fees.

1
2 104. Respondent has not given Beddingfield an accounting of his advance fees, nor has
Respondent refunded the unearned fees that Beddingfield paid him.

3 105. Respondent performed no legal services that were of any value to Beddingfield.
4

5 **Conclusions of Law**

6 By not giving Beddingfield an accounting of the advance fee that Beddingfield paid
7 to him, Respondent failed to render appropriate accounts to a client regarding all funds, or other
8 properties, coming into Respondent's possession. By not refunding all of the money that
Bedding paid to him. Respondent failed to promptly refund any part of a fee paid in advance that
has not been earned.

9 **04-O-15088**

10 106. On August 12, 2004, OneStopCollections.com, Inc. ("OneStop"), by and through
11 its officer and owner, Dan Laue ("Laue"), employed Respondent to represent it in
12 a civil injunction case prosecuted by the Ventura County District Attorney's
office. The case was entitled, *The People of the State of California vs.*
13 *Association of Pager Agents, Inc. dba Inxport Wireless; OneStopCollections.com,*
Inc.; Daniel S. Laue, et al., Case no. CIV 228248 ("civil injunction case").

14 107. On August 12, 2004, Laue employed Respondent to represent him, in his
individual capacity, in the civil injunction case.

15 108. On August 12, 2004, Laue informed Respondent that he had to take immediate
16 action in the civil injunction case, and specifically, that OneStop and Laue had
two weeks to respond to the summons and complaint.

17
18 109. On August 13, 2004, Laue paid Respondent approximately \$1000 as advanced
attorney's fees for services to him and OneStop.

19
20 110. Between August 16, 2004, and September 3, 2004, inclusive, Laue and other
21 agents of OneStop, telephoned Respondent on several occasions, including but
not limited to the following dates (the number of calls made is included in
22 parenthesis): August 16, 2004; August 18, 2004; August 19, 2004; August 23,
2004; August 24, 2004 (three times); August 26, 2004 (four times); August 30,
2004 (four times). On each telephone call, Laue or another agent of OneStop
23 inquired about the status of their civil injunction case. On each call, Respondent
was unavailable, and Laue or another OneStop agent left a message asking
24 Respondent to call back. Respondent did not return any of the calls, and he did
not otherwise provide the status of their civil injunction case.

25
26 111. On August 27, 2004, the prosecuting district attorney, Mitchell Disney
("Disney"), telephoned Respondent, and extended an offer of settlement.
27 Respondent told Disney that he would communicate the offer to his client, and
call Disney back with a reply.
28

- 1 112. On September 2, 2004, Respondent informed Laue that he had not been able to
2 speak with the District Attorney's office about the civil prosecution case, and
3 promised to do so by September 3, 2004.
- 4 113. On September 2, 2004, Laue telephoned Disney. Disney informed Laue that he
5 had extended a settlement offer, and he was awaiting a reply.
- 6 114. On September 3, 2004, by telephone, Laue and OneStop terminated Respondent's
7 services because they believed that Respondent had lied to them about the status
8 of the case. Laue also requested a refund of unearned fees.
- 9 115. On September 6, 2004, Laue and OneStop sent a letter, by certified mail, to
10 Respondent confirming their termination of Respondent's services, and repeating
11 their request for a refund of unearned fees.
- 12 116. At no time did Respondent communicate, to Laue or to any other agent of
13 OneStop, any of the terms and conditions of the settlement offer extended by
14 Disney.
- 15 117. At no time did Respondent call Disney back with a reply to the settlement offer.
- 16 118. At no time did Respondent respond, on behalf of Laue or OneStop, to the
17 summons and complaint in the civil prosecution case.
- 18 119. On September 7, 2004, Laue informed the District Attorney's Office that
19 Respondent was no longer representing Laue and OneStop.
- 20 120. On September 7, 2004, Respondent left a voicemail message asking Disney to call
21 him back.
- 22 121. On September 8, 2004, Respondent telephoned Disney, and told Disney that his
23 clients believed the settlement amount should be less than what Disney had
24 demanded. Disney then informed Respondent that he had received notice that
25 Respondent was no longer representing Laue and OneStop, and the call was
26 ended.
- 27 122. On September 8, 2004, Respondent left a voicemail message for Laue and
28 OneStop. In the message, Respondent acknowledged their requests for a refund
of unearned fees, and explained that he had spoken to the district attorney's office
several times, and that therefore, he is entitled to some fees. Respondent did not,
however, provide an itemized accounting, and he did not specify an amount of
fees he claimed to have earned.
123. Having received no refund from Respondent, on September 20, 2004, Laue and
OneStop sent Respondent a letter, by facsimile, repeating their demand for a
refund of the unearned portion of the attorney's fees. Respondent received the
fax, but did not reply to it.

1
2 124. On October 4, 2004, Laue and OneStop filed a complaint with the State Bar.

3 125. On February 3, 2005, the State Bar contacted Respondent regarding the complaint
4 filed by Laue and OneStop.

5 126. On February 20, 2005, Respondent issued a refund check to Laue and OneStop in
6 the amount of \$1000.

7 **Conclusions of Law**

8 By not communicating to Laue or to any other agent of OneStop, any of the terms and
9 conditions of the settlement offer extended by Disney, Respondent willfully failed to promptly
10 communicate a settlement offer.

11 By not responding to the summons and complaint on behalf of Laue and OneStop, and by
12 not replying to the settlement offer extended by Disney, when the client informed Respondent
13 about the urgency to resolve the matter, Respondent intentionally, recklessly or repeatedly failed
14 to perform legal services for which he was hired.

15 By not returning any of the approximately fifteen telephone calls from Laue and
16 OneStop, placed between August 16, 2004, and September 3, 2004, Respondent failed to respond
17 promptly to reasonable status inquiries of a client in a matter in which he had agreed to provide
18 legal services.

19 By misrepresenting to Laue on September 2, 2004, that he had not spoken to the District
20 Attorney's Office, when he was engaged in settlement discussions with Disney on August 27,
21 2004; and, by holding himself out to continue to be the attorney for Laue and OneStop on
22 September 7, 2004, and again, on September 8, 2004, when his services had been terminated on
23 September 3, 2004, Respondent committed acts involving moral turpitude, dishonesty or
24 corruption.

25 By not refunding any portion of the unearned fees to Laue or OneStop until February 20,
26 2005, at least five months after his employment was terminated, Respondent failed to refund
27 promptly a part of a fee paid in advance that had not been earned.

28 **04-O-15752**

127. On September 21, 2004, Elena Kushinskaya ("Kushinskaya") employed
Respondent to handle a child support modification matter on her behalf.
Respondent agreed, among other things, to negotiate an increase in child support
payments; and, if the negotiations were not successful, Respondent was to initiate
formal legal proceedings to obtain a court order increasing the support payments.

128. On September 21, 2004, Kushinskaya paid Respondent advanced attorney's fees
in the approximate amount of \$1500, plus advanced filing costs in the
approximate amount of \$333.80. Kushinskaya's payments to Respondent were
made in the form of one check, check no. 288, payable to "Ken Rodman, Esq." in
the total amount of \$1,833.80.

129. On September 22, 2004, Respondent deposited Kushinskaya's check no. 288 into
his Citibank account no. 200907814.

- 1 130. Respondent's Citibank account no. 200907814 was not a client trust account.
- 2
- 3 131. Respondent did not deposit the advanced costs for filing fees of approximately
- 4 \$333.80 in a client trust account, nor did he deposit \$275 from Citibank account
- 5 no. 200907814 to a client trust account.
- 6
- 7 132. Between September 21, 2004 and October 26, 2004, Kushinskaya telephoned
- 8 Respondent at least once a week, inquiring about the status of her legal matter.
- 9 Each time, Kushinskaya was told that Respondent was unavailable to speak with
- 10 her. Kushinskaya left messages asking Respondent for a return call. Respondent
- 11 did not return any of Kushinskaya's calls.
- 12
- 13 133. On October 26, 2004, Kushinskaya telephoned Respondent with the intent to
- 14 terminate his services. Respondent was unavailable, and Kushinskaya spoke
- 15 instead with one of Respondent's staff members. In the conversation,
- 16 Kushinskaya terminated Respondent's services, and asked for an accounting of
- 17 fees, a refund of unearned fees, and a refund of the advanced filing costs.
- 18
- 19 134. On October 26, 2004, Kushinskaya sent Respondent a letter confirming her
- 20 termination of Respondent's services. In the letter, Kushinskaya repeated her
- 21 requests for an accounting of fees, a refund of unearned fees, and a refund of the
- 22 advanced filing costs. Respondent received the letter.
- 23
- 24 135. On October 28, 2004, Respondent telephoned Kushinskaya and informed her that
- 25 he had already sent a letter to her former husband demanding an increase in
- 26 support payments. Kushinskaya asked Respondent for a copy of the letter.
- 27 Kushinskaya also reiterated that she had terminated Respondent's services, and
- 28 repeated her requests for an accounting, a refund of unearned fees and a refund of
- unused costs.
136. During November 2004 and December 2004, because she had not heard from Respondent since October 28, 2004, Kushinskaya telephoned Respondent at least once a week. Each time, Kushinskaya left a message asking for a refund, and an accounting, and asking Respondent to call her back. Respondent did not return any of the telephone calls, and he did not account for or refund any amount to Kushinskaya.
137. In December 2004, Kushinskaya filed a complaint with the State Bar.
138. At no time did Respondent engage in negotiations with Kushinskaya's former husband for an increase in child support payments.
139. At no time did Respondent initiate formal legal proceedings on behalf of Kushinskaya to obtain a court order increasing child support payments.
140. Respondent did not earn all of the advanced fees paid by Kushinskaya.

- 1 141. On February 22, 2005, Respondent informed Kushinskaya that he was claiming
2 and withholding approximately \$108.75 in attorney's fees, for legal services he
3 had purportedly performed on September 24, 2004, and November 7, 2004.
- 4 142. On February 22, 2005, Respondent paid Kushinskaya a refund of unearned fees
5 and unused filing costs, in the aggregate approximate amount of \$1,725.05. The
6 refund was in the form of one check, no. 22388, drawn from First California
7 Bank, account no. 002-019442, which was Respondent's general business
8 account.
- 9 143. Respondent did not refund any portion of the unearned advanced attorney's fees
10 until approximately four months after his services were terminated.
- 11 144. Respondent did not incur any legal costs on behalf of Kushinskaya.
- 12 145. Despite repeated requests by Kushinskaya between October 2004 and February
13 2005, Respondent did not refund any of the advanced costs paid by Kushinskaya
14 until approximately four months after Respondent's services were terminated.

15 **Conclusions of Law**

16 By not depositing the advanced costs for filing fees that he had received from
17 Kushinskaya, in a client trust account, Respondent failed to deposit funds received for the benefit
18 of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of
19 similar import.

20 By not engaging in negotiations on behalf of Kushinskaya for an increase in child support
21 payments, and by not initiating formal legal proceedings to obtain a court order increasing child
22 support payments, Respondent intentionally, recklessly, or repeatedly failed to perform legal
23 services which he was employed to do.

24 By not returning any of Kushinskaya's telephone calls between September 21, 2004 and
25 October 26, 2004, amounting to at least four telephone calls in about a one-month period,
26 Respondent failed to respond promptly to reasonable status inquiries of a client.

27 By not refunding any portion of the unearned advanced fees paid by Kushinskaya until
28 approximately four months after his services were terminated, Respondent failed to refund
promptly any part of a fee paid in advance that has not been earned.

By not refunding to Kushinskaya any of the unused costs until approximately four
months after his services were terminated, despite repeated requests by Kushinskaya,
Respondent failed to pay promptly, as requested by a client, any funds in his possession which
the client is entitled to receive.

05-O-02003

145. On December 5, 2003, Dorothy Mix ("Mix") employed Respondent to represent
her in a marital dissolution proceeding.
146. On December 8, 2003, Mix paid Respondent approximately \$2,800 as advanced
attorney's fees.

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
147. On June 26, 2004, Mix sent a letter to Respondent instructing him to cease all work on her matter, and she asked Respondent for an accounting of the advanced fees she had paid to date. Respondent did not provide Mix with an accounting.
 148. In July 2004, Mix terminated Respondent's employment.
 149. On July 28, 2004, a Substitution of Attorney was filed in the marital dissolution proceeding, removing Respondent as the attorney for Mix, and replacing him with Donna M. De Paola, Esq.
 150. On March 2, 2005, Mix sent another letter to Respondent asking for an accounting of the advanced fees she had paid to date. Respondent did not provide Mix with an accounting.
 151. On July 26, 2005, Respondent provided a document purporting to be a copy of his accounting to a State Bar Investigator, but he did not send the accounting to Mix.
 152. On August 8, 2005, the State Bar Investigator informed Respondent that Mix had not received his accounting. The State Bar Investigator gave Mix a copy of the accounting that Respondent had sent to the State Bar on July 26, 2005.
 153. At no time did Respondent provide Mix with an accounting of the funds she had advanced to him.

17 **Conclusions of Law**

18 By not providing Mix with an accounting of the funds she had advanced to him,
19 Respondent failed to render appropriate accounts to a client regarding all funds of the client
20 coming into his possession.

21 **05-O-02547**

- 22
23
24
25
26
27
28
154. On January 31, 2003, a petition for probate of the Estate of Richard Marshall, Jr., was filed in Ventura County Superior Court ("probate matter"). The beneficiaries of the estate included Lana E. Marshall, Linda Martin, Richard M. Marshall, and Claudette Brewer.
 155. On November 14, 2003, Richard M. Marshall and Claudette Brewer, in propria persona, filed a joint contest of account in the probate matter.
 156. Between November 2003 and July 2004, Claudette Brewer and Richard M. Marshall employed Respondent to represent each of their interests in the probate matter.

- 1 157. On July 21, 2004, Respondent made a court appearance on behalf of Claudette
2 Brewer and Richard M. Marshall.
- 3 158. In August 2004, Linda Martin employed Respondent to represent her interests in
4 the probate matter.
- 5 159. On August 6, 2004, Respondent filed a substitution of attorney in the probate
6 matter, becoming the attorney of record for Linda Martin.
- 7 160. The interests of Claudette Brewer, Linda Martin and Richard M. Marshall in the
8 probate matter potentially conflicted.
- 9 161. At no time did Respondent obtain Brewer's informed written consent to his
10 representation of Richard M. Marshall, or to his representation of Linda Martin.
- 11 162. At no time did Respondent obtain Richard M. Marshall's informed written
12 consent to his representation of Claudette Brewer, or to his representation of
13 Linda Martin.
- 14 163. At no time did Respondent obtain Linda Martin's informed written consent to his
15 representation of Richard M. Marshall, or to his representation of Claudette
16 Brewer.

16 **Conclusions of Law**

17 Respondent failed to get the informed, written consent of each client, whose interests
18 potentially conflicted, before accepting or continuing representation.

18 **05-O-02548**

- 19
- 20 164. On August 3, 2004, Patricia H. Mannix ("Mannix") employed Respondent to
21 initiate and handle to conclusion, the probate administration of her deceased
22 mother's estate, the Estate of Sophia M. Hudy.
- 23 165. On August 3, 2004, Mannix paid Respondent advanced attorney's fees in the
24 approximate amount of \$1000, plus an additional approximate amount of \$275 as
25 advanced filing costs. Mannix's payments to Respondent were made in the form
26 of one check, check no. 1677, payable to "Ken Rodman" in the total amount of
27 \$1,275.
- 28 166. On August 3, 2004, Respondent deposited Mannix's check no. 1677 into his
Citibank account no. 200907814.
167. Respondent's Citibank account no. 200907814 was not a client trust account.

- 1 168. Respondent did not deposit the advanced costs for filing fees of approximately
2 \$275 in a client trust account, nor did he deposit \$275 from Citibank account no.
3 200907814 into a client trust account.
- 4 169. Between September 2004 and May 2005, inclusive, Mannix telephoned
5 Respondent, at least once every six weeks. Each time, Mannix left a message
6 asking Respondent to call back. Respondent did not return any of the calls.
- 7 170. Between January 2005 and May 2005, inclusive, Mannix sent or caused to be sent
8 several messages, by electronic mail (e-mail), to Respondent, asking him about
9 the status of her case. The messages included, but are not limited to, the
10 following:
11
12 On January 17, 2005, Mannix sent an e-mail to Respondent inquiring
13 about the status of her matter. Mannix informed Respondent about the
14 urgency of her inquiry. Respondent replied on January 17, 2005, stating
15 "let me take a look at the file." Respondent did not provide Mannix with
16 the status of her legal matter, and he did not otherwise respond to the
17 substance of the inquiry.
- 18 On March 20, 2005, Mannix sent an e-mail to Respondent again asking
19 about the status of her probate matter. Respondent received the e-mail.
20 Respondent did not respond.
- 21 On March 26, 2005, Mannix sent another e-mail asking Respondent for
22 the status of her probate matter. Respondent responded on March 26,
23 2005, "My office is giving this priority. It will be filed this week."
- 24 On March 26, 2005, Mannix sent a second e-mail to Respondent inquiring
25 about the status of her probate matter, specifically about certain
26 testamentary letters. Respondent received the e-mail. Respondent did not
27 respond to the e-mail, and he did not otherwise provide Mannix with the
28 status of her probate matter.
- On April 3, 2005, Mannix sent an e-mail to Respondent asking whether
the petition for probate was filed the previous week. Mannix also asked
about the letters of testamentary. Respondent received the e-mail.
Respondent did not respond to this e-mail, and he did not otherwise
provide Mannix with the status of her probate matter.
- On May 8, 2005, Mannix sent an e-mail to Respondent asking about the
status of her probate matter. Respondent received the e-mail. Respondent
did not respond to this e-mail, and he did not otherwise provide Mannix
with the status of her probate matter.
172. Respondent did not file a petition for probate for Mannix.
173. Between April 2005, and June 2005, inclusive, Mannix did not receive any
communication from Respondent.
174. In July 2005, Mannix employed a new attorney, David Edsall ("Edsall") to handle
her probate matter.

- 1 175. On July 6, 2005, Edsall sent a letter to Respondent informing him that he had
2 been employed by Mannix as her new attorney. In the letter, Edsall asked for a
3 full refund of Mannix's advanced attorney's fees and a refund of the advanced
4 filing costs. Edsall also requested the original Will of Sophia M. Hud which was
5 in Respondent's possession. Respondent received the letter, but he did not
6 respond to it.
- 7 176. At no time did Respondent perform any services relating to the probate
8 administration of the Estate of Sophia M. Hurdy.
- 9 177. At no time did Respondent perform any legal services for the benefit of or on
10 behalf of Mannix.
- 11 178. Respondent did not earn any of the advanced attorney's fees paid by Mannix.
- 12 179. As of December 2006, Respondent had not refunded any portion of the unearned
13 attorney's fees paid by Mannix.
- 14 180. Respondent did not incur any legal costs on behalf of Mannix.
- 15 181. Despite repeated requests by Mannix, as of December 2006, Respondent had not
16 refunded any of the advanced legal costs that Mannix had advanced to him.
- 17 182. In January 2006, Respondent, through counsel, informed a State Bar Investigator
18 that he had refunded the unearned fees and unused costs to Mannix in January
19 2006. Respondent provided the Investigator with a copy of the purported refund
20 check.
- 21 183. As of January 2006, Respondent had not refunded any portion of the unearned
22 fees or the unused costs to Mannix.
- 23 184. The refund of fees and costs from Respondent to Mannix is a material fact in a
24 State Bar investigation.

Conclusions of Law

25 By not depositing the advanced costs for filing fees that he received from Mannix, in a
26 client trust account, Respondent failed to deposit funds received for the benefit of a client in a
27 bank account labeled "Trust Account," "Client's Funds Account" or words of similar import.

28 By not filing a petition to initiate probate proceedings for the Estate of Sophia M. Hurdy,
by not otherwise performing any services relating to the probate administration of the Estate of
Sophia M. Hurdy, and by not performing any legal services for the benefit of or on behalf of
Mannix, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with
competence.

1 By not returning any of Mannix's telephone calls between September 2004 and May
2 2005, and by not responding to the substance of Mannix's electronic messages between January
3 2005 and May 2005, whereby Mannix had asked about the status of her probate matter,
Respondent failed to respond promptly to reasonable status inquiries of a client.

4 By not refunding any of the unearned fees paid by Mannix as of December 2006,
Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

5 By not refunding to Mannix any of the filing costs that she had advanced to him as of
6 December 2006, despite repeated requests by Mannix, Respondent failed to pay promptly, as
requested by a client, any funds in his possession which the client is entitled to receive.

7 By informing a State Bar Investigator that he had refunded the unearned fees and costs to
8 Mannix in January 2006, when he had not, Respondent misrepresented a material fact to a State
Bar Investigator.

9 **05-O-02905**

10 185. On August 28, 2003, Benjamin Palma, Jr. ("Palma") employed Respondent to
11 initiate and handle to conclusion the probate administration of his deceased
12 father's estate, the Estate of Benjamin M. Palma, Sr.

13 186. Benjamin M. Palma, Sr. had died on July 31, 2003.

14 187. Prior to and at the time of his death, Palma's father resided in California. At all
15 times pertinent herein, Palma resided in Maryland.

16 188. Palma contacted and employed Respondent through the internet website of
17 "Legal Match."

18 189. On August 28, 2003, Palma and Respondent entered into a fee agreement
pursuant to which Respondent's attorney's fees would be paid with funds
19 recovered through the probate.

20 190. On August 28, 2003, Palma paid Respondent advanced attorney's fees of
approximately \$500.

21 191. On August 28, 2003, Palma sent Respondent a copy of his Maryland driver's
22 license and the original death certificate.

23 192. On September 24, 2003, Respondent informed Palma's sister, Teresa McCarty,
24 that he had attempted to open an estate account at the deceased's bank in
California, and that a probate court proceeding may not be necessary to open such
25 an account.

26 193. On September 30, 2003, Palma, through his sister, sent an e-mail to Respondent,
27 asking Respondent about the status of the appointment of an estate executor, and
about the status of the deceased's U.S. postal mail. Respondent received the e-
28 mail. Respondent replied on October 1, 2003, with instructions to go to a local
bank in Maryland and obtain the paperwork necessary to open an estate account.
At no time did Respondent reply to the inquiry about the appointment of an

1 executor. At no time did Respondent reply to the inquiry about the deceased's
2 U.S. postal mail.

3 194. On October 2, 2003, Palma sent Respondent a letter asking about the status of the
4 administration of his father's estate. In the letter, Palma asked Respondent
5 specifically about the letters of administration, about the appointment of an
6 executor, about the estate account, and about the deceased's mail. Respondent
7 received the letter. At no time did Respondent reply to the letter.

8 195. Between October 2, 2003, and December 15, 2003, Palma and Palma's sister
9 repeatedly telephoned Respondent to inquire about the status of the administration
10 of their father's estate. Each time, Palma or Palma's sister asked Respondent to
11 call back. Respondent did not return any of their calls, and he did not otherwise
12 provide them with the status of the administration of their father's estate.

13 196. On December 15, 2003, Palma sent a letter to Respondent informing him that he
14 had received a telephone call from the deceased's bank regarding a past-due bill.
15 Palma also asked about the appointment of an executor, the deceased's vehicle,
16 and the deceased's U.S. postal mail. Palma informed Respondent that he has been
17 unable to conduct business with the post office and with the bank, on behalf of his
18 father's estate, because he is not the executor of the estate. Palma asked
19 Respondent to respond by the end of December 2003. Respondent received the
20 letter. Respondent did not respond to the letter.

21 197. On December 29, 2003, Palma sent a letter to Respondent asking about the status
22 of the estate matter, and asking Respondent to contact him. In the letter, Palma
23 reminded Respondent about the deceased's taxes, and asked Respondent who
24 would be responsible for the tax bill. Respondent received the letter. Respondent
25 did not respond to the letter.

26 198. On April 15, 2004, Palma sent a letter to Respondent terminating his services, and
27 asking for a refund of the unearned attorney's fees, and for the release of his client
28 files.

199. At no time did Respondent initiate the probate administration of the Estate of
Benjamin Mena Palma, Sr.

200. In February 2005, Palma employed the services of a new attorney, Miriam J.
Golbert ("Golbert").

201. On February 17, 2005, Golbert sent a letter to Respondent informing him that she
had been retained by Palma to handle the administration of the Estate of Benjamin
Mena Palma, Sr. Golbert also demanded a refund of the advanced attorney's fees
he had received from Palma. Respondent received the letter. Respondent did not
respond to the letter.

- 1 202. On March 21, 2005, Golbert spoke with Respondent by telephone. Golbert
2 reminded Respondent that he had not responded to Palma's repeated inquiries
3 about the status of the probate matter; that he did not initiate any probate
4 proceedings, that he did not otherwise perform any services to administer the
5 Estate of Benjamin Mena Palma, Sr.; that, in a probate matter, an attorney cannot
6 collect fees without prior court approval; and, that Respondent had not refunded
7 any unearned attorney's fees. Golbert also repeated her demands for a refund of
8 the unearned attorney's fees.
- 9 203. At no time did Respondent initiate any probate proceedings, or otherwise perform
10 any services to administer the Estate of Benjamin Mena Palma, Sr.
- 11 204. Respondent did not earn all of the advanced attorney's fees paid by Palma.
- 12 205. As of December 2006, Respondent had not refunded any portion of the unearned
13 attorney's fees.

14 **Conclusions of Law**

15 By not initiating probate proceedings, and by not otherwise performing any services
16 to administer the Estate of Benjamin Mena Palma, Sr., Respondent intentionally, recklessly,
17 or repeatedly failed to perform legal services which he was employed to do.

18 By not returning any of the telephone calls from Palma and Palma's sister between
19 October 2, 2003, and December 15, 2003, and by not responding to any of the letters sent by
20 Palma and Palma's sister on October 2, 2003, December 15, 2003, and December 29, 2003,
21 Respondent failed to respond promptly to reasonable status inquiries of a client.

22 By not refunding any portion of the unearned attorney's fees paid by Palma after his
23 services were terminated, Respondent failed to refund promptly any part of a fee paid in
24 advance that has not been earned.

25 **05-O-04202**

- 26 206. On June 20, 2005, Respondent was employed by Madrine Molen ("Molen") to
27 petition for and establish a conservatorship over her adult daughter
28 ("conservatorship matter").
207. On June 20, 2005, Molen paid Respondent approximately \$1600, by check no.
1076 ("check payment"). The check payment included advanced attorney's fees
in the approximate amount of \$1500, plus advanced cost for filing fees of
approximately \$100.
208. On June 21, 2005, Respondent deposited Molen's check payment into his
Citibank West Account no. 02019442, which is not a client trust account.
209. Respondent did not deposit the advanced costs for filing fees of approximately
\$100 in a client trust account, nor did he deposit \$100 from Citibank account no.
02019442 into a client trust account.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

210. Between June 22, 2005, and August 7, 2005, inclusive, Molen telephoned Respondent at least once a week, to inquire about the status of her case. Each time, Respondent was unavailable to speak with Molen, and Molen left a message asking Respondent to call her back. Respondent did not return any of Molen's telephone calls, and he did not otherwise provide her with the status of her case.
211. On August 8, 2005, Molen terminated Respondent's employment, and asked for a refund of all unearned fees and unused costs. Respondent replied that Molen would have to "wait a long time" for a refund.
212. In September 2005, Molen filed a complaint with the State Bar of California. A State Bar Investigator contacted Respondent about Molen's complaint in October 2005.
213. On December 1, 2005, Molen received a refund of approximately \$1224 from Respondent.
214. On September 21, 2006, Respondent sent to Molen a refund of the balance of the advanced fees and costs, amounting to approximately \$376.
215. At no time did Respondent deposit the advanced costs for filing fees he had received from Molen into a client trust account.
216. On December 1, 2005, Molen received from Respondent a statement dated December 1, 2005 ("billing statement"), which itemized Respondent's purported services.
217. The billing statement reflects that Respondent withheld approximately \$376 as his fees for specified services, including a purported telephone conference with Molen on June 29, 2005.
218. Molen did not have a telephone conference with Respondent on June 29, 2005, and she did not have any conversation with Respondent on any other date after hiring him on December 5, 2003.

Conclusions of Law

By not depositing the advanced costs for filing fees he had received from Molen into a client trust account.

By charging and collecting a fee for a service that he did not perform, Respondent committed an act involving moral turpitude, dishonesty or corruption.

By not refunding all of the unearned fees to Molen until September 21, 2006, over one year after his employment was terminated, Respondent failed to refund promptly a part of a fee paid in advance that had not been earned.

By not paying the unused costs to Molen until September 21, 2006, over one year after the client became entitled to receive a refund of the unused costs, despite Molen's repeated requests and reminders, Respondent failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client was entitled to receive.

1
2 By not returning any of Molen's telephone calls after he had been employed to represent
3 Molen, between June 22, 2005, and August 7, 2005, inclusive, and by not otherwise responding
4 to any of Molen's status inquiries, Respondent failed to promptly respond to reasonable status
5 inquiries.

6 **06-O-10996**

- 7 219. On February 24, 2005, Respondent was employed by Micheline Duguay
8 ("Duguay") to represent her in a marital dissolution matter. Respondent agreed
9 not to perform any services until he heard from Duguay again; specifically, he
10 agreed not to file her petition for dissolution or otherwise initiate the dissolution
11 proceedings until he received further instructions from Duguay to do so.
- 12 220. On April 12, 2005, Duguay paid Respondent approximately \$1300 in the form of
13 a personal check no. 1183 ("check payment"). The check payment included
14 advanced attorney's fees in the approximate amount of \$1000, plus advanced
15 costs for filing fees of approximately \$300.
- 16 221. On April 14, 2005, Respondent deposited Duguay's check payment into his First
17 California Bank Account no. 02019442, which is not a client trust account.
- 18 222. Respondent did not deposit the advanced costs for filing fees of approximately
19 \$300 in a client trust account, nor did he deposit \$300 from First California Bank
20 Account no. 02019442 into a client trust account.
- 21 223. There was no communication between Duguay and Respondent between April 12,
22 2005, and December 13, 2005.
- 23 224. On December 13, 2005, Duguay sent a message, by electronic mail ("e-mail"), to
24 Respondent. In the e-mail, Duguay informed Respondent that she and her
25 husband had reconciled; Duguay terminated Respondent's employment; and
26 Duguay requested a refund of the unearned fees and unused costs, and an
27 accounting of such funds.
- 28 225. On December 13, 2005, Respondent replied to Duguay's e-mail, stating that he
did not have a record of her payment to him.
226. On December 21, 2005, Duguay sent Respondent, by facsimile, a copy of the
check payment, and repeated her request for a refund of unearned fees and unused
costs. Respondent received the facsimile. Respondent did not respond to the
facsimile, and he did not otherwise refund any portion of the unearned fees and
unused costs.
227. On January 6, 2006, and again on January 9, 2006, Duguay telephoned
Respondent. Each time, Duguay left a message asking Respondent for a refund
of the unearned fees and unused costs, and asking Respondent to call her back.
Respondent did not return either of the telephone calls, and he did not otherwise
refund any portion of the unearned fees and unused costs.

- 1 228. On January 12, 2006, Duguay sent an e-mail to Respondent again requesting a
2 refund of the unearned fees and unused costs. On January 12, 2006, Respondent
3 asked for another copy of the check payment; Duguay sent, by facsimile, a second
4 copy of the check payment.
- 5 229. Having not heard from Respondent since January 12, 2006, and having not
6 received a refund of any amount from Respondent, Duguay telephoned
7 Respondent on January 25, 2006, and left a message asking Respondent for a
8 refund of the unearned fees and unused costs, and asking Respondent to call her
9 back. Respondent did not return Duguay's call, and he did not provide an
10 accounting for or otherwise refund any portion of the unearned fees and unused
11 costs.
- 12 230. On January 30, 2006, Duguay telephoned Respondent's office and spoke with
13 Denise, one of Respondent's office staff. Duguay again asked for a refund of the
14 unearned fees and unused costs. Denise informed Duguay that a refund cannot be
15 made until Respondent has received funds from other clients.
- 16 231. In February 2006, Duguay filed a complaint with the State Bar.
- 17 232. In June 2006, the State Bar contacted Respondent, through his counsel, about
18 Duguay's complaint.
- 19 233. On July 11, 2006, Respondent sent a refund to Duguay in the amount of \$1300,
20 drawn from Respondent's First California Bank Account no. 02019442, which
21 was Respondent's general account.
- 22 234. At no time did Respondent deposit the advanced filing costs he had received from
23 Duguay into a client trust account.

24 Conclusions of Law

25 By not depositing the advanced costs for filing fees he had received from Duguay into a
26 client trust account, Respondent failed to deposit funds received for the benefit of a client in a
27 bank account labeled "Trust Account," "Client's Funds Account" or words of similar import.

28 By not refunding all of the unearned fees to Duguay until July 11, 2006, at least six
months after his employment was terminated, Respondent failed to refund promptly a part of a
fee paid in advance that had not been earned.

By not paying the unused costs to Duguay until July 11, 2006, at least six months after
the client became entitled to receive a refund of the unused costs, despite Duguay's repeated
requests and reminders, Respondent failed to pay promptly, as requested by a client, any funds in
Respondent's possession which the client was entitled to receive.

29 Case No. 06-O-11094

- 30 235. On December 21, 2004, Jon Wright ("Wright") employed Respondent to cancel
31 or modify a certain restraining order that had been imposed and had already taken
32 effect against Wright.
- 33 236. On December 21, 2004, Wright paid Respondent approximately \$2000, as
34 advanced attorney's fees, plus \$100, as advanced legal costs.

- 1 237. On March 9, 2005, Respondent filed or caused to be filed a motion to modify the
2 subject restraining order. The motion was served on the opposing counsel on
3 March 14, 2005.
- 4 238. Prior to the hearing, on April 11, 2005, the opposing counsel sent a letter to
5 Respondent proposing to enter into a stipulation that would dispose of all issues
6 raised by the motion. In the letter, opposing counsel informed Respondent that if
7 the proposed stipulation was not executed timely, the opposing attorney would
8 file an opposition to the motion and request sanctions for costs and attorney's
9 fees.
- 10 239. Respondent and Wright rejected the proposed stipulation.
- 11 240. On May 2, 2005, the court held a hearing on the motion. Respondent and Wright
12 were present at the hearing. At the conclusion of the hearing, the court denied the
13 motion, and issued an order pursuant to Family Code section 6344, requiring
14 Wright to pay the sum of \$2625, for the opposing party's attorney's fees and
15 costs.
- 16 241. In August 2005, Respondent contacted Wright, and informed him, "Enough time
17 has passed where we can file another attempt to modify and or terminate the
18 restraining order since our last attempt in May." Respondent provided Wright
19 with a written declaration intended to support the new motion to modify or
20 terminate, and asked Wright to sign the declaration. Wright executed the
21 declaration on or about September 2, 2005, and returned it to Respondent by
22 September 6, 2005.
- 23 242. On November 3, 2005, Respondent filed the new motion. A hearing on the new
24 motion was scheduled for December 5, 2005.
- 25 243. Prior to the December 5, 2005, hearing, Respondent informed Wright that Wright
26 was not required to be present at the hearing. Respondent assured Wright that he
27 would inform him of the outcome of the hearing.
- 28 244. Prior to the December 5, 2005, Respondent met and conferred with opposing
counsel. After discussing the matter with opposing counsel, Respondent asked
the court to take the matter off calendar.
245. At no time did Respondent inform Wright that he had the December 5, 2005,
hearing taken off calendar. The cancellation of the December 5, 2005, hearing
was a significant development in Wright's legal matter.
246. Wright telephoned Respondent repeatedly between December 5, 2005, and
January 6, 2006, including the following times: December 5, 2005 (at least three
times); December 7, 2005; December 9, 2005; December 12, 2005; December
14, 2005; and, December 19, 2005. On each call, Wright left a message inquiring
about the outcome of the December 5, 2005, hearing, and asking Respondent to
call him back.
247. Respondent did not return any of Wright's telephone calls, and he did not inform
Wright about the outcome of the December 5, 2005, hearing, between
approximately December 5, 2005, and January 6, 2006.

- 1 248. On January 6, 2006, Respondent told Wright that the restraining order had been
2 modified, and that Wright would not have to pay the sanctions imposed by the
3 court on May 2, 2005.
- 4 249. The subject restraining order had not been canceled or modified.
- 5 250. The court's May 2, 2005, order of sanctions remain valid and enforceable.
- 6 251. On February 4, 2006, Wright received notice that his bank account had been
7 levied by the opposing party to pay the sanctions issued by the court on May 2,
8 2005.
- 9 252. On February 2006, Wright learned that the restraining order had not been
10 modified, and that he was still required to pay the sanctions of May 2, 2005.

11 **Conclusions of Law**

12 By informing Wright that the subject restraining order had been modified, by further
13 informing him that he did not have to pay the sanctions imposed by the court on May 2, 2005,
14 when he knew that the May 2, 2005, sanctions order was still valid and enforceable, and
15 knowing that the restraining order had not been modified in any way, Respondent misrepresented
16 material facts to his client.

17 By not informing Wright that he had the December 5, 2005, hearing taken off calendar,
18 Respondent failed to keep a client reasonably informed of significant developments in a matter in
19 which Respondent had agreed to provide legal services.

20 By not returning any of Wright's telephone calls inquiring about the outcome of the
21 December 5, 2005, hearing, and by not otherwise informing Wright of the status of his legal
22 matter after December 5, 2005, Respondent failed to respond promptly to reasonable status
23 inquiries of a client and failed to keep a client reasonably informed of significant developments
24 in a matter in which Respondent had agreed to provide legal services.

25 **Case No. 06-O-14752**

- 26 253. On May 15, 2006, George Tucker initiated a marital dissolution proceeding
27 against Linda Tucker. On or about June 3, 2006, Linda was personally served
28 with a copy of the summons and petition for dissolution.
254. On June 8, 2006, Linda Tucker ("Tucker") employed Respondent to represent her
in the dissolution proceeding, including specifically to file a response to the
petition.
255. On June 8, 2006, Tucker paid Respondent approximately \$1500 as advanced
attorney's fees, plus approximately \$320 as advanced filing costs.
256. On June 8, 2006, Respondent prepared a response to the petition for dissolution.
Respondent and Tucker executed the response on or about June 8, 2006.
257. On June 21, 2006, Respondent attempted to file Tucker's response with the court.

- 1 258. On June 23, 2006, the court rejected the filing of Tucker's response because it
2 lacked proof of service. Sometime thereafter, Respondent received the court's
3 notice of the rejection.
- 4 259. On June 27, 2006, Tucker terminated Respondent's services because she and her
5 husband had reconciled their differences, and would no longer be dissolving their
6 marriage.
- 7 260. Respondent did not earn all of the fees advanced by Tucker.
- 8 261. Respondent did not incur any of the filing costs advanced by Tucker.
- 9 262. On June 27, 2006, Tucker asked Respondent for a refund of unearned fees and
10 unused costs. Tucker sent Respondent additional requests for a refund, including
11 on or about the following dates: July 30, 2006; August 5, 2006; and September 5,
12 2006.
- 13 263. Respondent did not refund any amount of the unearned fees and unused costs, and
14 he did not otherwise communicate with Tucker, between approximately June
2006, and February 2007.
- 15 264. On October 11, 2006, Tucker filed a complaint with the State Bar.
- 16 265. On February 7, 2007, Respondent provided Tucker with an accounting and
17 refunded the unused costs of approximately \$320, plus the unearned fees in the
18 approximate amount of \$1400, to Tucker. Respondent withheld approximately
19 \$100, as earned fees.

15 Conclusions of Law

16 By not refunding any portion of the unearned fees to Tucker until approximately
17 February 7, 2007, at least seven months after his employment was terminated, Respondent failed
18 to refund promptly any part of a fee paid in advance that has not been earned.

18 06-O-11854

- 19 266. At all times pertinent herein, David Kajiwara ("David") was an employee of the
20 California Highway Patrol. As a CHP employee, David received certain
21 employment benefits including a legal services plan with a company called
ARAG.
- 22 267. At all times pertinent herein, ARAG was an international company that
23 administered legal plans providing the beneficiaries with direct access to various
24 legal resources, including attorneys. ARAG maintained a network of attorneys
25 who provided legal services to its beneficiaries.
- 26 268. At all times pertinent herein, Respondent was a member of the ARAG attorney
27 network. Pursuant to the membership contract between ARAG and Respondent,
28 ARAG marketed Respondent's legal services for free, and Respondent agreed to
provide free initial consultation to beneficiaries of ARAG plans. Also, under the
membership contract, if Respondent provides legal services that are covered
under the beneficiary's legal services plan, Respondent would be compensated
directly by ARAG upon submission of a certain claim form by Respondent.
Compensation was subject to certain exclusions, rules and conditions of payment

1 as set forth in the written contract and fee schedule between ARAG and
2 Respondent.

3 269. In November 2005, ARAG referred David and his wife, Maureen Kajiwara, to
4 Respondent.

5 270. On November 13, 2005, David and Maureen (collectively "Kajiwaras") consulted
6 with Respondent and inquired about his estate planning services. After the
7 consultation, the Kajiwaras informed Respondent that they did not want to
8 employ his services.

9 271. Between November 2005 and February 2006, the Kajiwaras had no contact or
10 communication with Respondent.

11 272. Unbeknownst to the Kajiwaras, on February 1, 2006, Respondent submitted a
12 claim form to ARAG, requesting payment for services purportedly provided to
13 David. Respondent attached a billing statement, dated February 1, 2006, to the
14 claim form. On the billing statement, Respondent's purported services were
15 described, "Preparation of complex will estate planning package under N2a; legal
16 advice, preparation of package composed of complex wills; advance health care
17 directives, living wills, and other support documents."

18 273. On February 15, 2006, relying on the information that Respondent provided on
19 his claim form, ARAG paid benefits to Respondent in the amount of \$650.

20 274. Shortly after February 15, 2006, David received notice that ARAG paid
21 Respondent approximately \$650, for legal services that Respondent reportedly
22 performed for him.

23 275. Respondent did not have authority to prepare any legal documents for David or
24 Maureen, and he did not have authority to perform any other legal services for
25 David or Maureen.

26 276. Respondent was not entitled to any fees for any services performed for or on
27 behalf of David or Maureen.

28 277. Respondent submitted a claim to ARAG for fees to which he was not entitled.

29 278. Respondent submitted a claim to ARAG for financial gain.

30 **Conclusions of Law**

31 By submitting a claim to ARAG for financial gain, for fees to which he was not entitled,
32 and by making a knowingly false or fraudulent material representation to ARAG for the purpose
33 of obtaining compensation, Respondent committed an act or acts of moral turpitude, dishonesty
34 or corruption.

35 **Respondent's statement in mitigation as to all matters:**

36 The parties stipulate that if a trial had been held in these matters, Respondent would have
37 testified that in or around March 2003, he began to suffer from depression which became chronic
38 despite therapy and medication. Also, he experienced a number of severe financial stressors and

1 family crises including his father-in-law's serious illness and eventual death, the sudden death of
2 his brother-in-law, and his own mother's deteriorating health.

3 Respectfully submitted,

4 THE STATE BAR OF CALIFORNIA
5 OFFICE OF THE CHIEF TRIAL COUNSEL

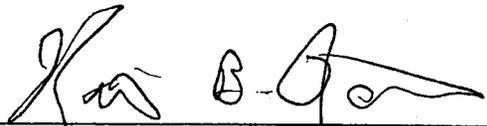
6
7 DATED: March 11, 2009

BY:



MELANIE J. LAWRENCE
Deputy Trial Counsel

8
9
10 Dated: March 11, 2009



KENNETH BRIAN RODMAN
Respondent

11
12
13 Dated: March 11, 2009



ERICA TABACHNICK
Counsel for Respondent

CERTIFICATE OF SERVICE

[Rules Proc. of State Bar; Rule 5.27(B); Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, on June 15, 2011, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT

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

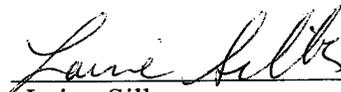
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at San Francisco, California, addressed as follows:

KENNETH BRIAN RODMAN
21650 OXNARD ST STE 500
WOODLAND HILLS, CA 91367

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

MELANIE LAWRENCE, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on June 15, 2011.



Laine Silber
Case Administrator
State Bar Court

CERTIFICATE OF SERVICE

[Rules Proc. of State Bar; Rule 5.27(B); Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, on June 28, 2011, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT

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

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

PAUL JEAN VIRGO
PO BOX 67682
LOS ANGELES, CA 90067

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

MELANIE J. LAWRENCE, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on June 28, 2011.



Bernadette C.O. Molina
Case Administrator
State Bar Court