

(Do not write above this line.)

State Bar Court of California Hearing Department Los Angeles DISBARMENT		
Counsel For The State Bar Hugh G. Radigan Deputy Trial Counsel 1149 South Hill Street Los Angeles, California 90015 213-765-1206 Bar # 94251	Case Number(s): 06-O-13798 06-O-14559 07-O-12040 06-O-15068	For Court use only PUBLIC MATTER FILED <i>ADS</i> NOV 07 2011 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
In Pro Per Respondent Philip Allen Putman 9652 Bay Meadows Drive Huntington Beach, California 92646 714-962-7145 Bar # 51368	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	
In the Matter of: Philip Allen Putman Bar # 51368 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 January 5, 1972.
- (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 (25) pages, not including the order.



(Do not write above this line.)

- (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 to be awarded to the State Bar.
 - Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - Costs are 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 5.111(D)(1).

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 92-O-10820 and 93-O-17134
 - (b) Date prior discipline effective February 25, 1995
 - (c) Rules of Professional Conduct/ State Bar Act violations: rule 1-320(A)
 - (d) Degree of prior discipline private reproof
 - (e) If respondent has two or more incidents of prior discipline, use space provided below:

Case Nos. 95-O-16163 consolidated with 96-H-03466;
effective date: October 27, 2000;
violations: rule 1-100, B & PC sections 6103 and 6068(o)(3);
degree of discipline: ninety days actual, nine months stayed suspension, two years probation.

- (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. In Case No. 06-O-13798 and 06-O-14559 Respondent fraudulently created billing statements misrepresenting activities performed and mis-identifying the party performing the services to extract a higher billing rate.

(Do not write above this line.)

- (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. In Case Nos. 06-O-13798 and 06-O-14559 Respondent failed to render accounting to his clients with respect to the settlement proceeds secured in resolution of cross complaints filed on behalf of the client.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. In Case Nos. 06-O-13798 and 06-O-14559 Respondent disgruntled with the court ordered award of attorney's fees to Respondent, sued his client alleging breach of contract requiring the client to retain counsel and litigate a frivolous claim.
- (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.

(Do not write above this line.)

- (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. Respondent has offered no evidence of mitigation in these consolidated matters.

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 Hans A. Schroeder in the amount of \$ 3000.00 plus 10 percent interest per year from April 30, 2003. If the Client Security Fund has reimbursed Hans A. Schroeder 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 180 days from the effective date of the Supreme Court order in this case.
- (3) **Other:** It is recommended that Respondent Philip A. Putman make restitution to Ricardo and Viola Manalo in the amount of \$1,000.00 plus 10% interest per annum from May 8, 2006, (or to the Client Security Fund to the extent of any payment from the fund to Ricard and Viola Manalo, plus interest and costs, in accordance with Business and Professions Code section 6140.5), and furnish satisfactory proof thereof to the State Bar's Office of Probation. Any restitution owed to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivision (c) and (d).

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: Philip Allen Putman

CASE NUMBER(S): 06-O-13798, 06-O-14559, 07-O-12040 and 06-O-15068

FACTS AND CONCLUSIONS OF LAW.

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.

Case No. 06-O-13798 and 06-O-14559 (Complainant: Hans A. Schroeder)

FACTS:

1. In January 1979, Hans A. Schroeder and Robert K. Higa entered into an agreement to form a partnership – Porto Bodega Development Company.
2. In December 1991, Schroeder and Gregory Parman and Zana Parman entered into an agreement to purchase residential property. A dispute subsequently arose between Schroeder and the Parmans regarding the real property.
3. In 1995, Schroeder and the Parmans executed an agreement that called for the residential property to be sold and the proceeds split 85/15 in Schroeder's favor.
4. In 1999, Respondent employed Brianna Farber to handle his law office billing. In addition to billing clerk, Farber subsequently held other duties in Respondent's office, including secretarial duties. As part of her responsibilities, Farber handled the time slips for Respondent and his employees.
5. While Respondent employed paralegals and other office staff, from 2002 through in or about 2007, he was the only attorney in his office.
6. On May 14, 2002, Schroeder employed Respondent to handle his ongoing dispute with the Parmans. Pursuant to the retainer agreement, Schroeder agreed to pay Respondent a fee of \$300 per hour for attorney work, \$100 per hour for paralegal work and \$50 for secretarial work. Pursuant to the retainer agreement, Schroeder also agreed Respondent could keep 100 percent of all attorneys' fees awarded in the proceedings.

7. In May 2002, Schroeder paid Respondent \$2,500 in advance attorney's fees.
8. On May 22, 2002, Respondent filed a civil complaint on behalf of Schroeder entitled, *Hans Alfred Schroeder v. Gregory Parman, et. al.*, San Diego County Superior Court case number GIC789023 (the "Parman action").
9. In August 2002, Schroeder employed Respondent to represent him in a dispute with his former business partner, Robert K. Higa. Respondent did not provide Schroeder with a written retainer agreement in the Higa matter.
10. On November 14, 2002, Respondent filed a second civil complaint on Schroeder's behalf entitled, *Hans Alfred Schroeder v. Robert K. Higa et. al.*, Los Angeles County Superior Court case number BC285270 (the "Higa action"). In April 2004, judgment was entered in favor of Higa in the Higa action.
11. On November 1, 2002, Respondent generated a billing statement for Schroeder in the Parman action. The billing statement allegedly covered legal services provided in the Parman action from on or about May 13, 2002 through on or about October 17, 2002. The November 1, 2002 billing statement included charges for services performed by Respondent's paralegals and billed at \$100 per hour, including but not limited to the following:

<u>DATE</u>	<u>PROFESSIONAL SERVICES</u>	<u>HRS/RATE</u>	<u>AMOUNT</u>
05/13/02	Meeting with Putman, Legal research	7.25/\$100	\$725
05/13/02	Draft complaint	5.75/\$100	\$575
05/15/02	Draft motion for trial setting	8.75/\$100	\$875
06/16/02	Conference with client	1.50/\$100	\$150
06/17/02	Draft letter to Parman's [sic]	1.00/\$100	\$100
07/08/02	Phone calls, Boss, court, set up conference ...	1.50/\$100	\$150
07/15/02	Conference with client ...	1.50/\$100	\$150
07/31/02	Call re: file, research ... copies to PAP	1.00/\$100	\$100
08/06/02	RIE complaint	1.50/\$100	\$150
08/26/02	Draft, cause of action	4.00/\$100	\$400
08/26/02	Draft and print complaint	1.00/\$100	\$100
09/19/02	Draft Case Management Stmt fax/file/mail/...	5.00/\$100	\$500
09/19/02	Draft Case Management Stmt fax/file/mail/...	5.00/\$100	\$500
10/04/02	Review complaint and legal research ...	5.25/\$100	\$525
10/09/02	Continue drafting complaint	5.50/\$100	\$550

12. On June 13, 2003, Respondent generated a billing statement for Schroeder in the Higa action. The June 13, 2003 billing statement allegedly covered legal services provided in the Higa action through May 28, 2003. According to Respondent's billing statement, as of June 13, 2003, attorney's fees totaling \$157,870 were owed in the Higa action.

13. In August 2004, trial occurred in the Parman action and resulted in a verdict in Schroeder's favor.

14. In preparation for seeking an award of attorney's fees in the Parman action, Respondent asked Brianna Farber to alter the billing statements in the Parman action to reflect higher fees. Specifically, Respondent told Farber to change the services originally billed at the paralegal rate of \$100 per hour to Respondent's rate of \$300 per hour. Respondent also told Farber to "white out" the paralegals' initials on a billing report.

15. On August 6, 2004, Respondent created, or cause to be created, a second billing statement in the Parman action. The billing statement allegedly covered legal services provided in the Parman action from on or about May 13, 2002 through on or about August 4, 2004. The August 6, 2004 billing statement included numerous services that had originally been billed at \$100 per hour in the November 1 2002 billing statement that were now billed at \$300 per hour, including but not limited to, the following:

<u>DATE</u>	<u>PROFESSIONAL SERVICES</u>	<u>HRS/RATE</u>	<u>AMOUNT</u>
05/13/02	Meeting with Putman, Legal research	7.25/\$300	\$2,175
05/13/02	Draft complaint	5.75/\$300	\$1,725
05/15/02	Draft motion for trial setting	8.75/\$300	\$2,625
06/16/02	Conference with client	1.50/\$300	\$ 450
06/17/02	Draft letter to Parman's [sic]	1.00/\$300	\$ 300
07/08/02	Phone calls, Boss, court, set up conference ...	1.50/\$300	\$ 450
07/15/02	Conference with client ...	1.50/\$300	\$ 450
07/31/02	Call re: file, research ... copies to PAP	1.00/\$300	\$ 300
08/06/02	RIE complaint	1.50/\$300	\$ 450
08/26/02	Draft, cause of action	4.00/\$300	\$1,200
08/26/02	Draft and print complaint	1.00/\$300	\$ 300
09/19/02	Draft Case Management Stmt fax/file/mail/...	5.00/\$300	\$1,500
09/19/02	Draft Case Management Stmt fax/file/mail/...	5.00/\$300	\$1,500
10/04/02	Review complaint and legal research ...	5.25/\$300	\$1,575
10/09/02	Continue drafting complaint	5.50/\$300	\$1,650

16. In the August 6, 2004 billing statement, the paralegal charges of \$100 per hour contained in the November 1, 2002 billing statement had been changed to attorney charges of \$300 per hour.

17. In addition, the August 6, 2004 billing statement contained additional charges that from the period from May 2002 through October 2002 that were not in the November 1, 2002 billing statement. For instance, the August 6, 2004 billing statement contained the following charges:

<u>DATE</u>	<u>PROFESSIONAL SERVICES</u>	<u>HRS/RATE</u>	<u>AMOUNT</u>
05/26/02	Review case file, begin drafting answers	8.00/\$300	\$2,400
05/27/02	Review Discovery	2.00/\$300	\$ 600
06/02/02	Review file re: POS, Lis Pendens, Copies	3.00/\$300	\$ 900
10/11/02	Legal research on causes of action ...	3.25/\$300	\$ 975
10/12/02	Legal research, continue to draft complaint	4.00/\$300	\$1,200
10/13/02	Legal research and continue to draft ...	3.50/\$300	\$1,050
10/14/02	Legal research, continue to draft complaint	3.75/\$300	\$1,125
10/15/02	Legal research, continued drafting complaint	3.25/\$300	\$ 975

18. None of the above charges were included in the November 1, 2002 billing statement.

19. In September 2004, Respondent prepared and filed a Memorandum of Costs with the court in the Parman action. In the Memorandum of Costs, Respondent claimed \$392,397.50 in attorney's fees in the Parman action.

20. As of September 15, 200, according to Respondent's billing statements, Schroeder had paid \$11,700 toward attorney's fees in the Parman action.

21. On March 30, 2005, Schroeder terminated Respondent as his attorney.

22. On April 1, 2005, Respondent filed a Notice of Lien for \$685,500 in the Parman action. In the Notice of Lien, Respondent claimed a lien in the amount of \$474,459 for attorney fees, costs and interest in the Parman action. In the lien, Respondent also claimed \$211,041 in attorney fees, costs and interest in the Higa action. Respondent also asserted a lien on all costs and attorney's fees awarded in the Parman action.

23. At the time Respondent filed the Notice of Lien in the Parman action, Respondent did not have the authority to collect any attorney's fees incurred in the Higa action from funds awarded in the Parman action.

24. At the time Respondent filed the Notice of Lien in the Parman action, he did not have an enforceable lien in the Parman action and did not have an enforceable lien in the Higa action.

25. On April 5, 2005, Respondent filed a civil action against Schroeder entitled, *Philip A. Putman v. Hans Alfred Schroeder* Orange County Superior Court case number 05CC04795 (the "Putman action") claiming \$685,500 in fees, costs and punitive damages. Of the \$685,500, Respondent contended that approximately \$474,500 were attorney fees earned in the Parman action. In his complaint, Respondent alleged various causes of action against Schroeder, including breach of contract.

26. On April 9, 2005, attorney Craig Klein wrote Respondent confirming that Klein was representing Schroeder in the Putman action. In the April 9, 2005 letter, Klein asked Respondent to provide an accounting of the attorney fees Respondent was seeking, specifically, in the Parman action. On April 9, 2005, Klein sent the letter to Respondent via facsimile. Respondent received the April 9, 2005 letter.

27. On May 11, 2005, judgment in the amount of \$557,427.43 was awarded to Schroeder in the Parman action. The court appointed a receiver to hold the funds.

28. On May 16, 2005, the parties in the Putman action filed a stipulation agreeing that \$400,000 of the Parman judgment would be held in trust pending the outcome of the Putman action.

29. On September 16, 2005, the court in the Parman action issued a ruling regarding attorney's fees. In its September 16, 2005 ruling, the court found that the \$249,843.63 in attorney's fees claimed by Respondent in the Parman action was unreasonable. In its ruling, the court stated that it was "familiar with [Respondent's] pre-trial and trial activities (for more than three years) that have involved the Court, including those activities that, in the Court's view, were unproductive to Mr. Schroeder." In its ruling, the court found \$200 per hour to be "a reasonable rate for [Respondent] in this matter" and found \$40,000 in attorney's fees was a reasonable amount for Respondent's services in the Parman action.

30. On September 24, 2005, Respondent filed a First Amended Complaint in the Putman action. In the First Amended Complaint, Respondent represented to the court that "[n]o payment has been made" by Schroeder to Respondent.

31. On December 22, 2005, Klein sent a cashier's check in the amount of \$40,000 to Respondent for attorney's fees in the Parman action. On December 23, 2005, Respondent received the cashier's check for \$40,000.

32. On June 30, 2006, Respondent filed a Verified Second Amended Complaint in the Putman action. In the Second Amended Complaint, Respondent repeatedly represented to the court that Schroeder had not made any payments to Respondent. In the Verified Second Amended Complaint, Respondent did not disclose that he had received a cashier's check for \$40,000 for attorney's fees or that he had received \$11,700 from Schroeder for attorney's fees.

33. In May 2007, trial commenced in the Putman action. On May 2, 2007, Respondent testified under oath regarding the balances listed in the August 6, 2004 billing statement in the Parman action. Respondent's counsel then asked that the August 6, 2004 billing statement be admitted into evidence in the Putman action. On May 2, 2007, court received the August 6, 2004 billing statement into evidence.

34. On May 14, 2007, the jury in the Putman action found that there was a contract for legal services in both the Putman matter and the Higa matter and found in favor of Respondent. On June 6, 2006, the jury awarded Respondent \$405,050 in damages.

35. Following the verdict, Schroeder filed a motion for judgment notwithstanding the verdict as well as a motion for new trial. The court denied the motion for judgment notwithstanding the verdict.

36. On July 13, 2007, the court granted Schroeder's motion for new trial in the Putman action. In its July 13, 2007 order, the court in the Putman action found that based on the evidence, the damages awarded by the jury were excessive for three reasons:

- a. Respondent was estopped to deny that his attorney fees in the Parman action had been reasonably fixed at \$40,000 by the judge in the Parman action.
- b. The billing statements submitted by Respondent to Schroeder "were unreliable and without justification, if not fraudulent."
- c. And finally, the court in the Putman action stated that "[t]here is strong reason to believe based upon the evidence that [Respondent] committed criminal acts by intentionally overbilling [Schroeder] for his legal services, and by [Respondent] intentionally causing false billing information to be filed with Judge Nevitt's court pursuant to a request for attorney's fees."

37. In August 2007, Respondent appealed the trial court's order granting a new trial in the Putman action. On June 19, 2008, the California Court of Appeal issued an opinion affirming the trial court's order granting a new trial in the Putman action.

38. On June 12, 2004, Respondent filed a Notice of Unavailability in the Parman action. In the Notice of Unavailability, Respondent stated that he would be unavailable from June 12, 2004 through June 18, 2004 and from August 20, 2004 through September 7, 2004 due to "two preplanned and prepaid vacations." Specifically, from on or about June 12, 2004 through on or about June 18, 2004, Respondent traveled out of town to his high school reunion.

39. The August 6, 2004 billing statement contained the following charges:

<u>DATE</u>	<u>PROFESSIONAL SERVICES</u>	<u>HRS/RATE</u>	<u>AMOUNT</u>
06/12/04	Meeting with Paralegal re: JOP ...	3.50/\$300	\$1,050
06/12/04	Legal Research and begin drafting motion ...	6.75/\$300	\$2,025
06/13/04	Finish drafting motion in limine ...	6.00/\$300	\$1,800
06/14/04	Trial preparation, Exhibits	3.00/\$300	\$ 900
06/14/04	Finish preparing answer to Parman's ...	10.25/\$300	\$3,075
06/15/04	Finish opposition to Cummings motion ...	5.25/\$300	\$1,575

40. In the August 6, 2004 billing statement, Respondent charged Schroeder \$10,425 for legal services he could not have performed and did not perform from June 12, 2004 through June 15, 2004.

41. In his billing statements, Respondent charged Schroeder attorney's fees that were far in excess of the value of the services performed. In the August 6, 2004 billing statement, Respondent charged Schroeder attorney's fees that were unconscionable considering the time and labor required to complete the tasks.

42. Respondent's unconscionable fees include, but are not limited to, the following:

- a. A September 19, 2002 charge of \$1,500 (5 hours) to prepare, fax, file, mail and copy a four page Case Management Questionnaire in the Parman action.
- b. A December 12, 2002 charge of \$300 (1 hour) to "download injunction motion" in the Higa action.
- c. A December 21, 2002 charge of \$150 (.5 hour) to "Copy Lis Pendens, Motion to Expunge for paralegal" in the Higa action.
- d. A December 30, 2002 charge of \$150 (.5 hour) to "Download and print case research from AA" in the Higa action.

- e. A December 30, 2002 charge of \$300 (1 hour) for "E-mail printout" in the Higa action.
- f. A January 7, 2003 charge of \$900 (3 hours) to "Copy agreement (2), copy deposition transcript, hole punch and bind copy" in the Higa action.
- g. A January 9, 2003 charge of \$300 (1 hour) to "Download Reply to Opposition on injunction" in the Higa action.
- h. A January 16, 2003 charge of \$600 (2 hours) to prepare, file and serve a one-sentence notice of ruling in the Parman action.
- i. A February 11, 2003 charge of \$600 (2 hours) to "review" CCP §426.10 and CCP §428.50 in the Parman action. CCP §426.10 defines "complaint," "plaintiff" and "related cause of action." CCP §428.50 explains the "time for filing cross-complaint."
- j. A March 20, 2003 charge of \$225 (.75 hours) to prepare a two-sentence Offer of Compromise in the Parman action.
- k. A March 21, 2003 charge of \$450 (1.5 hours) to prepare to file, serve and fax the two-sentence Offer of Compromise in the Parman action. Offers to compromise are not filed with the court.
- l. An April 4, 2003 charge of \$225 (.75 hours) to "Download, Print motion to compel audit" in the Higa action.
- m. A September 26, 2003 charge of \$600 (2 hours) to draft a one-sentence "Notice of Plaintiff's Attorney's Recovery" in the Parman action, which notified the court that Respondent had recovered from his broken foot.
- n. A March 12, 2004 charge of \$1,200 (4 hours) to copy discovery in the Parman action.
- o. A July 24, 2004 charge of \$2,100 (7 Hours) to deliver exhibits to the copy shop in the Parman action.

43. On February 10, 2003, Respondent filed a cross-complaint on Schroeder's behalf in the Parman action naming various cross-defendants including Bank One and Stewart Title of California.

44. On March 24, 2003, Jeffrey A. Clark, attorney for Bank One, wrote Respondent confirming Clark's conversation with Respondent's legal assistant, Terry Day, regarding settling Schroeder's dispute with Bank One. Specifically, in the March 24, 2003 letter, Clark confirmed that cross-defendant Bank One and Respondent's office had agreed to settle Schroeder's claim for \$2,500.

45. In April 2003, Bank One issued a settlement draft to Respondent in the amount of \$2,500 as settlement of Schroeder's claims against Bank One in the Parman action.

46. On April 30, 2003, counsel for cross-defendant Stewart Title of California issued a settlement draft to Respondent in the amount of \$5,000 as settlement of Schroeder's claims against Stewart Title in the Parman action.

47. On August 6, 2004, Respondent generated a billing statement for legal services provided in the Parman action. The billing statement covered legal services provided in the Parman action from on or about May 13, 2002 through on or about August 4, 2004. In addition, the August 6, 2004 billing statement also included payments made toward attorney's fees in the Parman action.

48. In the August 6, 2004 statement, Respondent represented that on or about April 22, 2003, he received a Bank One settlement draft in the amount of \$1,500. In the August 6, 2004 statement, Respondent credited Schroeder with \$1,500 toward attorney's fees.

49. Respondent neither credited the remaining \$1,000 to attorney's fees owed in the Parman action nor disbursed the remaining \$1,000 to Schroeder. Respondent did not account for the remaining \$1,000 he received from Bank One.

50. In the August 6, 2004 statement, Respondent represented that on or about April 30, 2003, he received a settlement draft from Stewart Title in the amount of \$3,000. In the August 6, 2004 statement, Respondent credited Schroeder with \$3,000 toward attorney's fees.

51. Respondent neither credited the remaining \$2,000 to attorney's fees owed in the Parman action nor disbursed the remaining \$2,000 to Schroeder. Respondent did not account for the remaining \$2,000 he received from Stewart Title.

52. To date, Respondent has not disbursed the remaining \$1,000 from the Bank One settlement funds to Schroeder.

53. To date, Respondent has not disbursed the remaining \$2,000 from the Stewart Title settlement funds to Schroeder.

CONCLUSIONS OF LAW:

54. By submitting false billing statements to the court in the Parman action, by testifying to the accuracy of the false billing statements and then by entering false billing statements into evidence in

the Putman action, and by misrepresenting to the court in the Putman action that Schroeder had not made any payments toward attorney fees, Respondent committed acts involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

55. By instructing Brianna Farber to alter the billing statements in the Parman action, by preparing or by causing to be prepared, false billing statements in order to defraud his client and/or to defraud the opposing party in the Parman action, Respondent committed acts involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

56. By charging Schroeder \$300 per hour for work that he did not perform, Respondent charged unconscionable fees in wilful violation of Rules of Professional Conduct, rule 4-200(A).

57. By charging Schroeder attorney's fees that were far in excess of the value of the services performed and by charging Schroeder attorney's fees that were excessive based on the time and labor needed to complete the tasks, Respondent charged unconscionable fees in wilful violation of Rules of Professional Conduct, rule 4-200(A).

58. By crediting Schroeder with only \$1,500 rather than the \$2,500 received on Schroeder's behalf from Bank One and by crediting Schroeder with \$3,000 rather than the \$5,000 received from Stewart Title on Schroeder's behalf, Respondent failed to render an appropriate accounting to Schroeder in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

59. By keeping the \$1,000 from the Bank One settlement funds for himself without Schroeder's knowledge or consent and by keeping \$2,000 from the Stewart Title settlement funds for himself without Schroeder's knowledge or consent, Respondent misappropriated funds belonging to a client in wilful violation of Business and Professions Code section 6106.

Case No. 07-O-12040 (Complainant: Ricardo and Viola Manalo)

FACTS:

60. On April 3, 2006, Fidelity National Title filed a civil complaint against Ricardo and Viola Manalo entitled, *Fidelity National Title v. Ricardo B. Manalo and Viola E. Manalo*, Orange County Superior Court, case no. 06CC04701 (the "civil action").

61. On April 19, 2006, Ricardo and Viola Manalo employed Respondent to represent them in the civil action.

62. Respondent contends that on April 21, 2006, he wrote attorney Wayne Fong, counsel for Fidelity National Title in the civil action. In the April 21, 2006 letter, Respondent told Fong that he had been retained to represent the Manalos in the civil action and asked Fong to direct all correspondence to Respondent's office. In the April 21, 2006 letter, Respondent acknowledged that the response to the complaint in the civil action was due on May 9, 2006 and requested an extension until May 23, 2006 to file the response.

63. Although Respondent contends he sent the April 21, 2006 to Fong via facsimile, Fong maintains he did not receive the letter and contends that he had no contact with Respondent.

64. On May 8, 2006, Respondent and the Manalos executed a retainer agreement. Pursuant to the retainer agreement, the Manalos agreed to pay an initial deposit of \$1,000 in attorney fees. Thereafter, Respondent's fees would be paid on a contingency fee basis.

65. On May 8, 2006, Viola Manalo paid Respondent \$1,000 in attorney's fees and \$640 for filing fees in the civil action.

66. As of May 11, 2006, Respondent had not filed a response on the Manalos' behalf in the civil action. As a result, on May 11, 2006, Fong filed a Request to Enter Default.

67. On May 22, 2006, Respondent wrote Manalo regarding representing Manalo and his wife in the civil action. In the May 22, 2006 letter, Respondent told Manalo that there was a "misunderstanding" regarding the fee agreement in the civil action. In the May 22, 2006 letter, Respondent told Manalo that he would not represent them unless they negotiate the original retainer agreement to include hourly fees, in addition to the \$1,000 deposit and the contingency fees.

68. On May 31, 2006, Respondent submitted a Response and a cross-complaint to the court on Manalos' behalf in the civil action. The court did not file the pleadings because a Request for Default had already been filed in the civil action.

69. On June 9, 2006, the court entered default against Manalo and his wife in the civil action.

70. On June 12, 2006, the court returned the Response, cross-complaint and the filing fee to Respondent.

71. On June 19, 2006, Respondent turned over the client file to Manalo and told Manalo that he would not represent him in the civil action.

72. On July 3, 2006, Ricardo Manalo wrote Respondent regarding Respondent's lack of performance in the civil action. In his July 3, 2006 letter, Manalo asked for a refund of unearned attorney's fees in the civil action. Manalo properly mailed the July 3, 2006 letter to Respondent via certified mail. Respondent received the letter on July 5, 2006.

73. On July 10, 2006, Fong filed a Default Judgment in the amount of \$40,468.57 against the Manalos in the civil action. Since Respondent had not filed a Response on the Manalos' behalf and was not the Manalos' attorney of record in the civil action, Fong served a copy of the Default Judgment directly on the Manalos.

74. On July 21, 2006, Respondent responded to Manalo's July 3, 2006 letter. In the July 21, 2006 letter, Respondent told Ricardo Manalo that he would have to enter into a new retainer agreement if he wanted Respondent to file a cross-complaint in the civil action. In the July 21, 2006 letter, Respondent included a substitution of attorney and a check for \$640 as a refund of costs. Respondent did not refund the \$1,000 in attorney fees.

75. Respondent did not perform any services of value on the Manalos' behalf in the civil action. Respondent did not earn any of the \$1,000 in attorney's fee paid by the Manalos'.

CONCLUSIONS OF LAW:

76. By failing to timely file a Response on the Manalos behalf in the civil action and by otherwise failing to properly represent the Manalos in the civil action, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

77. By failing to refund any unearned fees as requested by the Manalos', Respondent failed to refund unearned monies in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

FACTS:

78. On December 28, 2005, Laura Koscki employed Respondent to handle three separate legal matters on her behalf, including a legal malpractice action. Pursuant to the retainer agreement, Respondent would receive 40% of any recovery in the three matters.

79. On December 30, 2005, Respondent filed a civil complaint on Koscki's behalf entitled, *Laura Koscki vs. William Waldren et. al.*, Orange County Superior Court case number 05CC13647 (the "legal malpractice action"). Although the complaint in the legal malpractice action alleged malpractice by five attorneys, *Respondent only served two of the defendants in the legal malpractice action – Gary R. Wallace and Mazen Nabulsi in the action.*

80. On April 4, 2006, the court in the legal malpractice action served Respondent with notice of the Case Management Conference date. Pursuant to the notice, the Case Management Conference was scheduled for April 25, 2006. Respondent was ordered to give defendants notice of the Case Management Conference. Respondent received the court's April 4, 2006 notice regarding the Case Management Conference but failed to give notice to the defendants.

81. On April 25, 2006, Respondent appeared at the Case Management Conference in the legal malpractice action. As of April 25, 2006, Respondent had not filed the proofs of service. Therefore, the court set an Order to Show Cause (OSC) for May 25, 2006 regarding Proof of Service and sanctions. Respondent was ordered to give notice of the OSC to the defendants.

82. On May 23, 2006, Respondent filed a First Amended Complaint on Koscki's behalf in the legal malpractice action. The First Amended Complaint in the legal malpractice action now alleged malpractice by six attorneys.

83. On May 30, 2006, Respondent filed a Notice of Trial Date in the legal malpractice action, in which he named five of the six defendants. Respondent served the Notice of Trial Date on five of the six named defendants.

84. On May 25, 2006, Respondent appeared at the OSC in the legal malpractice action. On May 25, 2006, the court took the OSC off calendar.

85. On June 30, 2006, Mitchell F. Mulbarger - counsel for defendant Mazen Nabulsi in the legal malpractice action, served Respondent with Form Interrogatories, Special Interrogatories and a Request for Production of Documents.

86. On June 30, 2006, Mulbarger filed a motion to strike portions of the First Amended Complaint in the legal malpractice action. In the motion to strike, Mulbarger contended that the First Amended Complaint was "...hopelessly confusing and uncertain as to the role each of these attorneys played and the responsibilities each attorney had." On June 30, 2006, Respondent was properly served with the motion to strike. Respondent received the motion to strike but failed to file any opposition to the motion.

87. On June 30, 2006, Mulbarger also filed a Demurrer to the First Amended Complaint on Nabulsi's behalf in the legal malpractice action. In the demurrer, Mulbarger contended that the First Amended Complaint did not state sufficient facts to constitute causes of action against Nabulsi. On June 30, 2006, Respondent was properly served with the demurrer. Respondent received the demurrer but failed to file a response.

88. The hearing regarding both the motion to strike and the demurrer was set for August 4, 2006.

89. On July 28, 2006, Respondent provided the discovery responses to Mulbarger. However, the discovery responses were not verified. Mulbarger also contended that the discovery responses were "evasive, incomplete and inadequate ... "

90. On August 4, 2006, Respondent appeared at the hearing in the legal malpractice action. On August 4, 2006, the court sustained Nabulsi's demurrer with leave to amend on "uncertainty grounds." The plaintiff was given fifteen days to file an amended complaint.

91. In its August 4, 2006 order, the court stated that the amended complaint "should plead facts chronologically stating all relevant dates." In addition, the court stated that plaintiff's complaint should clarify who was Koscki's attorney at relevant times, which attorneys worked for which attorney of record, which proceedings were brought by each attorney of record and which attorney worked on which of the proceedings. The court further ordered plaintiff to plead the fraud causes of action with specificity and provide the basis for Koscki's attorney fees claim.

92. Respondent appeared at the August 4, 2006 hearing and was aware of the court's orders.

93. On August 7, 2006, Mulbarger properly served Respondent with notice of the courts August 4, 2006 rulings. Respondent received the notice.

94. On August 9, 2006, Mulbarger wrote Respondent a meet and confer letter regarding the inadequate discovery responses provided in the legal malpractice action. In the August 9, 2006 letter, Mulbarger noted that many interrogatories did not have any response, referenced exhibits were not included and Respondent had provided information in response to interrogatories that called for documents. Mulbarger also noted that the discovery responses were in an inappropriate format in that they lacked page numbers and numbering. Mulbarger asked Respondent to provide amended responses by August 18, 2006 or he would file a motion to compel and would request sanctions. On August 9, 2006, Mulbarger properly mailed the meet and confer letter to Respondent. Respondent received the August 9, 2006 letter but failed to respond and failed to provide additional discovery responses.

95. On August 14, 2006, Respondent filed a Second Amended Complaint on Koscki's behalf in the legal malpractice action.

96. On September 7, 2006, Mulbarger filed a motion to strike portions of the Second Amended Complaint in the legal malpractice action. In the motion to strike, Mulbarger argued that the Second Amended Complaint failed to state the basis for a claim for attorney fees. The hearing regarding the second motion to strike was scheduled for September 29, 2006. On September 1, 2006, Respondent was properly served with the second motion to strike. Respondent received the motion but did not file any opposition to the motion.

97. On September 7, 2006, Mulbarger also filed a Demurrer to the Second Amended Complaint in the legal malpractice action on Nabulsi's behalf contending that the amended complaint did not state sufficient facts to constitute causes of action against Nabulsi. The hearing regarding the second demurrer was scheduled for September 29, 2006. Respondent was properly served with the second demurrer. Respondent received the second demurrer but failed to file any opposition.

98. On September 14, 2006, defendant Gary W. Wallace filed a Demurrer to the Second Amended Complaint in the legal malpractice action on the grounds that it did not state sufficient facts to constitute causes of action against Wallace. Specifically, Wallace contended that the complaint "...

blatantly failed to comply with the order of [the] Court ordering plaintiff ... ” to plead the causes of action sufficiently to support the actions. The hearing regarding Wallace’s demurrer was scheduled for October 6, 2006. On September 13, 2006, Respondent was properly served with Wallace’s demurrer. Respondent received Wallace’s demurrer but failed to file opposition.

99. As of September 15, 2006, Respondent had not provided amended discovery responses in the legal malpractice action. Therefore, on September 15, 2006, Mulbarger filed a motion to compel further responses to the Form Interrogatories in the legal malpractice action. In the motion, Mulbarger also requested sanctions. The hearing regarding the motion to compel was scheduled for October 13, 2006. On September 14, 2006, Respondent was properly served with the motion to compel. Respondent received the motion but failed to file a response.

100. On September 15, 2006, Mulbarger also filed a motion to compel responses to the Request for Production of Documents. In addition, on September 15, 2006, Mulbarger filed a motion to compel further responses to Special Interrogatories. In the motions, Mulbarger requested sanctions. The hearing regarding the motions to compel was scheduled for October 13, 2006. On September 14, 2006, Respondent was properly served with the motions to compel. Respondent received the motion to compel but failed to file responses to the motions.

101. On September 29, 2006, the court held a hearing in the legal malpractice action regarding Nabulsi’s motion to strike and his demurrer to the second amended complaint. Respondent failed to appear at the hearing.

102. On September 29, 2006, the court sustained Nabulsi’s demurrer as to two of three causes of action without leave to amend based on a “failure to state and uncertainty grounds.”

103. In the September 29, 2006 hearing, the court also granted Nabulsi’s motion to strike the attorney’s fee portion of the Second Amended Complaint without leave to amend. The court noted that the plaintiff had not followed the court’s instruction “ ... to state the factual basis for the attorney’s fee claim.”

104. On October 2, 2006, Mulbarger properly served Respondent with notice of the courts September 29, 2006 rulings in the legal malpractice action. Respondent received notice of the court’s rulings.

105. On October 6, 2006, the court held a hearing in the legal malpractice action regarding defendant Gary Wallace's demurrer to the second amended complaint. Respondent failed to appear at the hearing. The court continued the hearing to November 3, 2006.

106. On October 6, 2006, Respondent was properly served with notice that the hearing on Wallace's demurrer to the second amended complaint had been continued to November 3, 2006. Respondent received the notice.

107. On October 11, 2006, the court in the legal malpractice action issued a Tentative internet ruling granting Nabulsi's motions to compel. In addition, on October 11, 2006, the court issued a tentative internet ruling ordering Koscki and Respondent, joint-and-several, to pay a total of \$1,637 to Nabulsi within 30 days.

108. On October 13, 2006, the court held a hearing in the legal malpractice action. Respondent failed to appear at the hearing.

109. On October 13, 2006, the court entered judgment in favor of Nabulsi and against Koscki in the legal malpractice action. On October 13, 2006, the court in the legal malpractice action vacated its October 11, 2006 tentative rulings in light of the judgment in favor of Nabulsi. A copy of the court's October 13, 2006 minute order was properly served on the Respondent. Respondent received the minute order.

110. On October 20, 2006, a copy of the Notice of Entry of Judgment and a copy of the filed Judgment by Court Order in the legal malpractice action was properly served on Respondent. Respondent received the judgment.

111. On October 30, 2006, Respondent filed a Notice of Lien with the court contending that by virtue of an "oral agreement", his law firm had a lien in the legal malpractice action.

112. On November 3, 2006, Respondent filed a substitution of attorney with the court substituting out as counsel of record and substituting in Koscki as her own counsel in the legal malpractice action.

113. On November 3, 2006, the court held a hearing in the legal malpractice action regarding defendant Wallace's demurrer to the second amended complaint. Respondent failed to appear at the hearing.

114. On November 3, 2006, the court sustained Wallace's demurrer on two causes of action and the entire second amended complaint without leave to amend based on a "failure to state and uncertainty grounds."

CONCLUSIONS OF LAW:

115. By failing to properly draft the complaint in the legal malpractice action, by failing to properly draft the First Amended Complaint, by failing to properly draft the Second Amended Complaint, by failing to properly serve all the defendants in the legal malpractice action, by failing to give the defendants notice of the Case Management Conference, by failing to provide proper discovery responses, by failing to meet and confer regarding the discovery responses, by failing to file opposition to the motions to compel, by failing to file opposition to the motions to strike, by failing to file oppositions to the demurrers, by failing to appear at the September 29, 2006 hearing and by failing to appear at the October 6, 2006 hearing, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3 110(A).

116. By disobeying the court's August 4, 2006 order to properly plead the facts in the complaint in the legal malpractice action, including failing to plead the fraud causes of action with specificity and failing to provide the basis for Koscki's attorney's fees claim, Respondent wilfully violated Business and Professions Code section 6103.

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(7), was October 18, 2011.

AUTHORITIES SUPPORTING DISCIPLINE.

Standard 1.6(a) provides that, "The appropriate sanction for an act of professional misconduct shall be that set forth in the following standards for the particular act of misconduct found or acknowledged. If two or more acts of professional misconduct are found or acknowledged in a single disciplinary proceeding, and different sanctions are prescribed by these standards for said acts, the sanction imposed shall be the more or most severe of the different applicable sanctions."

Standard 1.7(b) provides that where the member has a record of two prior disciplines, the degree of discipline in the current proceeding shall be disbarment unless the most compelling mitigating circumstances clearly predominate.

Standard 2.2(a) provides for disbarment for willful misappropriation, unless the amount is insignificantly small and compelling mitigation can be found.

Standard 2.3 provides for disbarment or actual suspension where culpability for an act of moral turpitude is found, depending upon the extent of the harm to the victim.

Standard 2.4(a) provides for disbarment where culpability is found for a pattern of willful failure to perform which results in abandonment.

Standard 2.7 provides for at least a six month actual suspension for the charging of unconscionable fees in willful violation of rule 4-200.

Standard 2.10 provides for reproof or suspension depending upon the gravity of the harm or offense for violation of rules 4-100(B)(3) and 3-700(D)(2).

The Standards should be followed whenever possible. *In re Silverton* (2005) 36 Cal. 4th 81, 92.

Based on the Standards and applicable case law, disbarment is justified.

Respondent has offered no mitigation that would tend to excuse, justify or explain the above-referred conduct. On the contrary, there exists multiple factors in aggravation including but not limited to his prior record of discipline, multiple acts of wrongdoing, Respondent's bad faith, dishonesty and refusal to account to his clients, causing significant harm to not only the involved clients but to the public and the administration of justice as well. Respondent's calculated indifference toward rectification or atonement for the consequences of his conduct is an aggravating factor.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of October 18, 2011, the prosecution costs in this matter are approximately \$7014. 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.

*** Motion to waive: Financial Declaration in support of Motion for Relief to follow.**

(Do not write above this line.)


In the Matter of: PHILIP ALLEN PUTMAN	Case number(s): 06-O-13798; 06-O-14559; 07-O-12040; 06-O-15068
--	---

SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts, Conclusions of Law, and Disposition.

10-21-11  Philip A. Putman
Date Respondent's Signature Print Name

Date Respondent's Counsel Signature Print Name

October 26 '11  Hugh G. Radigan
Date Deputy Trial Counsel's Signature Print Name

(Do not write above this line.)

In the Matter of:
PHILIP ALLEN PUTMAN

Case Number(s):
06-O-13798; 06-O-14559; 07-O-12040;
06-O-15068

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.

11-03-11
Date


Judge of the State Bar Court

RICHARD A. PLATEI

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 November 7, 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:

PHILIP ALLEN PUTMAN
LAW OFFICES OF PHILIP A PUTMAN
PO BOX 7336
HUNTINGTON BEACH, CA 92615

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

HUGH GERARD RADIGAN, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on November 7, 2011.



Laine Silber
Case Administrator
State Bar Court