



(Do not write above this line.)

**State Bar Court of California  
Hearing Department  
San Francisco**

<p>Counsel For The State Bar</p> <p><b>Allen Blumenthal</b> Supervising Trial counsel 180 Howard Street San Francisco, CA 94105</p> <p>Telephone: (415) 538-2000</p> <p>Bar # 110243</p>	<p>Case Number (s) <b>06-O-14108</b></p>	<p>(for Court's use)</p> <p align="center"><b>PUBLIC MATTER</b></p> <p align="center"><b>FILED</b></p> <p align="center">MAY 01 2008 <i>[Signature]</i></p> <p align="center">STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO</p>
<p>In Pro Per Respondent</p> <p><b>Daniel Slijepceвич</b> 724 Birchwood Court San Rafael, CA 94903</p> <p>Bar # 152392</p>	<p>Submitted to:</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p> <p><b>ACTUAL SUSPENSION</b></p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter Of: <b>Daniel Slijepceвич</b></p> <p>Bar # 152392</p> <p>A Member of the State Bar of California (Respondent)</p>		

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

**A. Parties' Acknowledgments:**

- (1) Respondent is a member of the State Bar of California, admitted on June 6, 1991.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of 11 pages, not including the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."

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- (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):
- until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 284, Rules of Procedure.
  - costs to be paid in equal amounts prior to February 1 for the following membership years: **2009 and 2010.**  
(hardship, special circumstances or other good cause per rule 284, Rules of Procedure)
  - costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
  - costs entirely waived

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

- (1)  **Prior record of discipline** [see standard 1.2(f)]
- (a)  State Bar Court case # of prior case
  - (b)  Date prior discipline effective
  - (c)  Rules of Professional Conduct/ State Bar Act violations:
  - (d)  Degree of prior discipline
  - (e)  If Respondent has two or more incidents of prior discipline, use space provided below.
- (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. **By his actions, Respondent deprived the Rawlings Company of asserting its claim on the settlement money and potentially subjected Respondent's client to a lawsuit from either the Rawlings Company or RMIS, the defendant's insurance company and having to pay the funds claimed by the Rawlings Company.**
- (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. **Respondent has admitted that he was wrong to sign the Rawlings Company's name to the check without their consent or knowledge and wrong to fail to resolve the Rawlings Company's claims before distributing the funds.**
- (4)  **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct. **Respondent offered to pay the Rawlings Company some funds when they learned of the misconduct.**
- (5)  **Restitution:** Respondent paid \$ \_\_\_\_\_ on \_\_\_\_\_ in restitution to \_\_\_\_\_ without the threat or force of disciplinary, civil or criminal proceedings.
- (6)  **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7)  **Good Faith:** Respondent acted in good faith.
- (8)  **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9)  **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10)  **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature. **Respondent has a sick child who he takes care of 50% of the time. His ex-wife takes care of the child the other 50% of the time.**
- (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**

**While the misconduct was serious, respondent has 17 years of practice with no prior record of discipline. Further, respondent did not personally benefit from his misconduct. Respondent believed that the Rawlings Company was not entitled to a lien and that their name on the check was a mistake by RMIS. He, however, acknowledges that he took no action to confirm that it was a mistake and did not get the Rawlings Company or RMIS to consent to his signing the check and distributing the funds. His actions constituted gross negligence but not the intent to deprive RMIS of its funds.**

**D. Discipline:**

(1)  **Stayed Suspension:**

(a)  Respondent must be suspended from the practice of law for a period of **one year**.

- i.  and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii) Standards for Attorney Sanctions for Professional Misconduct.
- ii.  and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii.  and until Respondent does the following: **shows proof that he either paid the Rawlings Company its claim of \$9,905.93 or offered to arbitrate the matter and abide by that arbitration, and if an award was issued in favor of the Rawlings Company either honored the arbitration award or any judgement obtained by the Rawlings Company if it choose to go to court instead. Respondent also agrees not to raise any statute or rule of limitations regarding those matters against the Rawlings Company.**

(b)  The above-referenced suspension is stayed.

(2)  **Probation:**

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

(3)  **Actual Suspension:**

(a)  Respondent must be actually suspended from the practice of law in the State of California for a period of **thirty days**.

- i.  and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct
- ii.  and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii.  and until Respondent does the following:

**E. Additional Conditions of Probation:**

- (1)  If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- (2)  During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3)  Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4)  Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.
- (5)  Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

In addition to all quarterly reports, a final report, containing the same information, is due no earlier than twenty (20) days before the last day of the period of probation and no later than the last day of probation.

- (6)  Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7)  Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8)  Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.
  - No Ethics School recommended. Reason: .
- (9)  Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.
- (10)  The following conditions are attached hereto and incorporated:
  - Substance Abuse Conditions                       Law Office Management Conditions
  - Medical Conditions                                       Financial Conditions

### F. Other Conditions Negotiated by the Parties:

- (1)  **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.**
- No MPRE recommended. Reason:
- (2)  **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.
- (3)  **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she 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 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (4)  **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension:
- (5)  **Other Conditions:** Respondent will within 30 days of his suspension becoming effective show proof to the State Bar probation department that he either paid the Rawlings Company its claim of \$9,905.93 or offered to arbitrate the matter and abide by that arbitration if an award was issued in favor of the Rawlings Company, and either honored the arbitration award or any judgement obtained by the Rawlings Company if it choose to go to court instead. Respondent also agrees not to raise any statute or rule of limitations regarding those matters against the Rawlings Company. Should the arbitration or court decision occur after the first 30 days of respondent's suspension, Respondent will provide proof to the probation department within 30 days of his receipt of the decision, of the decision and his payment if any is awarded to the Rawlings Company. Respondent also agrees to make payment to the Rawlings Company of any award or decision within 30 days of that award or decision and provide proof of that payment to the probation department within 30 days of his payment.

**ATTACHMENT TO**

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

IN THE MATTER OF:        DANIEL SLIJEPCEVICH

CASE NUMBER(S):        06-O-14108

**FACTS AND CONCLUSIONS OF LAW.**

**A. FACTS**

1. Daniel Slijepcevic ("Respondent") was admitted to the practice of law in the State of California on June 6, 1991, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

2. In or about November 2004, Baritha Marie Bailey hired Respondent to represent her in a personal injury matter arising out of an automobile accident with a Vivian Yung.

3. Subsequently, Respondent filed a claim on behalf of the Ms. Bailey with Ms. Yung's insurance company, the Topa Insurance Company, through Robert Motreno Insurance Services (RMIS).

4. On or about December 14, 2004, the Rawlings Company, LLC, sent Respondent a Notice of Claim/Lien for medical benefits in Mrs. Bailey's matter. The Rawlings Company had paid for medical treatment for Mrs. Bailey as a result of the automobile accident. In or about September 2004, the Rawlings Company had filed with RMIS a Notice of Lien for medical expenses of \$9,905.93 that it had paid for Mrs. Bailey's medical treatment.

5. On or about January 5, 2005, Respondent informed the Rawlings Company and RMIS that Mrs. Bailey did not have automobile insurance, that he was not making a claim for medical expenses, only seeking to recover lost wages. RMIS and the Rawlings company, however, never informed Respondent that they agreed that any settlement would not involve medical expenses.

6. Subsequently, in or about March 2005, RMIS agreed with Respondent to settle Mrs. Bailey's matter for \$15,000.

7. On or about May 9, 2005, January 6, 2005, and July 8, 2005, the Rawlings Company sent letters to RMIS reasserting the Rawlings Company's lien for medical expenses of

\$9,906.93 that it had paid on behalf of Mrs. Bailey.

8. In or about March 2005, RMIS sent Respondent a release for all claims. The release stated that it was for Barthia Bailey and the Rawlings Company to release Vivian Yung for all claims arising out of the automobile accident. RMIS informed Respondent that it was willing to settle this matter for \$15,000. Respondent did not inform the Rawlings Company of this release.

9. On or about March 15, 2005, Mrs. Bailey signed the release. On or about March 16, 2001, Respondent sent the signed release back to RMIS. Respondent did not inform RMIS that the Rawlings Company did not know of the release, and had not signed the release.

10. On or about March 18, 2005, RMIS sent respondent a check issued to "Baritha Marie Bailey & Slijepceovich & Associates & The Rawlings Company." Respondent received the check. Respondent, however, failed to inform the Rawlings Company that he had received the check and that in addition to Mrs. Baily, it was also issued to the Rawlings Company.

11. On or about March 20, 2005, Respondent signed the Rawlings Company to the \$15,000 check without the Rawlings Company's consent or knowledge. In fact, the Rawlings Company did not even know of the existence of the check. Respondent did not attempt to obtain the Rawlings Company or RMIS' consent to sign for the Rawlings Company.

12. Respondent did not have any authorization or right to sign a check for the Rawlings Company. Respondent also failed to inform RMIS that the Rawlings Company had not signed the check or consented to him signing the check for it and that the Rawlings Company did not even know of the existence of the check.

13. On or about March 20, 2005, Respondent deposited the \$15,000 into his client trust account. Subsequently, Respondent distributed all the funds to himself and Mrs. Bailey without the knowledge or consent of the Rawlings Company, even though the check was issued to the Rawlings Company as well as to Respondent and Mrs. Bailey.

14. By signing the Rawlings Company to the \$15,000 check without its consent or authorization, by returning the signed release without informing RMIS that the Rawlings Company had not signed the release and that Respondent had signed the check without the Rawlings Company's consent or knowledge, and by depositing the funds into his client trust account and then distributing it to Mrs. Bailey and himself without the Rawlings Company's consent or knowledge, Respondent placed his client at risk for those funds and at risk for being sued by either the Rawlings Company, RMIS, or Ms. Yung.

15. On or about July 8, 2005, the Rawlings Company sent letters to RMIS reasserting

its lien for medical expenses of \$9,906.93 that they had paid on behalf of Mrs. Bailey.

16. Subsequently, the Rawlings Company inquired about the status of the matter with RMIS and was informed by RMIS that RMIS had issued a check in part to the Rawlings Company and sent it to Respondent. RMIS also informed the Rawlings Company that the check had been cashed and signed on behalf of the Rawlings Company. Upon learning of this, the Rawlings Company filed a complaint with the State Bar against Respondent.

## B. CONCLUSIONS OF LAW

1. By signing the Rawlings Company to the \$15,000 check without the Rawlings Company's consent or knowledge, by cashing the check without the Rawlings Company's consent or knowledge, by failing to disclose to RMIS that he signed the check for the Rawlings Company without the Rawlings Company's consent and knowledge, and by returning the signed release to RMIS without disclosing to RMIS that he had not informed the Rawlings Company of the release or obtained the Rawlings Company's consent to the release, Respondent committed acts involving moral turpitude, dishonesty or corruption. Even though Respondent believed that the Rawlings Company was not entitled to a lien and that its name on the check and release was a mistake, Respondent took no action to confirm this or obtain the Rawlings Company's consent to his signing its name to the check and distributing the funds. Respondent's conduct constituted gross negligence supporting a finding of moral turpitude. (See *In the Matter of Harney* (Review Dept. 1995) 3 Cal. State Bar Ct. Rptr. 266, 281-2.)

2. By signing the Rawlings Company to the \$15,000 check without its consent or authorization, by returning the signed release without informing RMIS that the Rawlings Company had not signed the release and that Respondent had signed the check for the Rawlings Company without its consent or knowledge, and by depositing the funds into his client trust account and then distributing it to Mrs. Bailey and himself without the Rawlings Company's consent or knowledge Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence.

## PENDING PROCEEDINGS.

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

## AUTHORITIES SUPPORTING DISCIPLINE.

Standard 2.3 of the Standards for Attorney Sanctions for Professional Misconduct recommends a period of actual suspension for an attorney found culpable of moral turpitude, fraud, or intentional dishonesty. Standard 2.4(b) recommends a reproof or suspension for a wilful failure to perform in a matter not demonstrating a pattern of misconduct.

The Supreme Court recently re-affirmed that great weight is to be given the Standards and that they should be followed whenever possible. (*In re Silvertown* (2005) 36 Cal.4th 81, 92.)

Thus, while the Standards are not mandatory, the Supreme Court has held that they should be followed unless the charged attorney can demonstrate the existence of extraordinary circumstances justifying a lesser sanction. (*In re Silvertown*, supra, 36 Cal.4th at 92.) That is, it is Respondent's burden to demonstrate that there are extraordinary circumstances justifying a lesser sanction than that recommended by the Standards.

Case law also supports a period of actual suspension in this matter. In *Hallinan v. State Bar* (1948) 33 Cal.2d at 246, the California Supreme Court actually suspended Hallinan for three months for signing his client's name to a settlement release. He led opposing counsel into believing that the plaintiff had personally signed the settlement papers and that he obtained an acknowledgment of the signature in a proper manner; the court held that it was immaterial that the attorney may have been authorized to simulate plaintiff's signature under his power of attorney.

In *Aronin v. State Bar* (1990) 52 Cal.3d 276, the attorney was actually suspended for nine (9) months for misconduct in four client matters, including failure to deposit funds into the client trust account, commingling, signing his client's name to a verified pleading, and misappropriation by recording a deed of trust on his client's property before he was entitled to do so.

Respondent's misconduct was less egregious than Aronin's misconduct, if for no other reason that it involved less misconduct and less matters. Respondent's misconduct is similar to Hallinan's misconduct. However, Respondent has more mitigation. This mitigation supports giving Respondent less actual suspension than Hallinan received. Consequently, the recommended discipline in this matter, including 30 days actual suspension, protects the public, maintains high professional standards, and preserves public confidence.

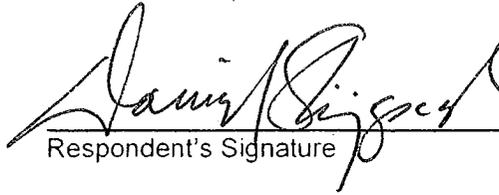
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In the Matter of Daniel Slijepcevic	Case number(s): 06-O-14108
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### SIGNATURE OF THE PARTIES

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

4/3/08  
Date



\_\_\_\_\_  
Daniel Slijepcevic  
Print Name

~~April 4, 2008~~<sup>08</sup>  
Date

\_\_\_\_\_  
Respondent's Counsel Signature

\_\_\_\_\_  
Print Name

April 4, 2008  
Date



\_\_\_\_\_  
Allen Blumenthal  
Print Name

(Do not write above this line.)

In the Matter Of DANIEL SLIJEPCEVICH	Case Number(s): 06-O-14108-PEM
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**ORDER**

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

- The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- All Hearing dates are vacated.

1. On page 5, section E(1) is deleted as respondent's stayed suspension is less than a year and his actual suspension is 30 days.
2. On page 6, section F(3) is deleted.
3. On page 9, section B(1)--Conclusions of Law--the last sentence must read that Respondent's conduct constituted gross negligence supporting a violation of moral turpitude in violation of Business and Professions Code section 6106.
4. On page 9, section B(2)--Conclusions of Law--the last sentence must read that Respondent's conduct of intentionally, recklessly or repeatedly failing to perform with competence constituted a violation of rule 3-110(A) of the Rules of Professional Conduct.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 135(b), Rules of Procedure.) **The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 9.18(a), California Rules of Court.)**

May 1, 2008  
Date

PAT McELROY  
PAT McELROY  
Judge of the State Bar Court

**CERTIFICATE OF SERVICE**  
[Rule 62(b), Rules Proc.; Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, on May 1, 2008, I deposited a true copy of the following document(s):

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

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

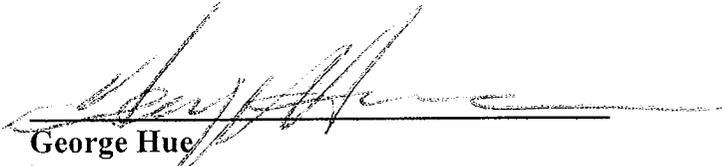
- [X] by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at San Francisco, California, addressed as follows:

**DANIEL SLIJEPCEVICH  
SLIJEPCEVICH & ASSOCIATES  
724 BIRCHWOOD COURT  
SAN RAFAEL CA 94903**

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

**ALLEN BLUMENTHAL, Enforcement, San Francisco**

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on **May 1, 2008**.

  
**George Hue**  
Case Administrator  
State Bar Court