


**State Bar Court of California
Hearing Department
Los Angeles
ALTERNATIVE DISCIPLINE PROGRAM**

ORIGINAL

<p>Counsel For The State Bar</p> <p>Charles A. Murray Deputy Trial Counsel 1149 S. Hill Street Los Angeles, CA 90015-2299 (213) 765-1236</p> <p>Bar # 146069</p>	<p>Case Number (s)</p> <p>06-O-14591 & 07-O-11863</p> <p>07-O-15029 (not consolidated)</p> <p>08-O-10694 & 08-O-10945 (not consolidated)</p> <p>08-O-14550 (an unfiled matter)</p>	<p>(for Court's use)</p> <p>FILED</p> <p>JUN 15 2010</p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p> <p>kwiktag® 018 039 576</p> 
<p>In Pro Per Respondent</p> <p>John A. Hurley 26801 Vista Terrace Lake Forest, CA 92630</p> <p>Bar # 145907</p>	<p>Submitted to: Program Judge</p> <p>SECOND ADDENDUM TO STIPULATION RE FACTS AND CONCLUSIONS OF LAW RE CASE NO. 02-O-13169</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter Of: JOHN A. HURLEY</p> <p>Bar # 145907</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 February 27, 1990.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition (to be attached separately) are rejected or changed by the Supreme Court. However, except as otherwise provided in rule 804.5(c) of the Rules of Procedure, if Respondent is not accepted into the Alternative Discipline Program, this stipulation will be rejected and will not be binding on the Respondent or the State Bar.
- (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, except for Probation Revocation proceedings. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of **16** pages, excluding 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) 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.
- (7) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7 and will pay timely any disciplinary costs imposed in this proceeding.

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)] 4 priors, see page 13
 - (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.
- (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:

6. On September 18, 2006, Steward's wife called Respondent to inform him that the refund had not arrived, but Respondent's voice mailbox was full. On September 19, 2006, she again called Respondent, and was able to leave him a voice mail informing him that the refund had not arrived. Respondent did not return the call.
7. In September 2006, Steward hired attorney Jeffrey Salisbury ("Salisbury") to assist him in obtaining his refund from Respondent. On September 21, 2006, Salisbury wrote to Respondent informing him that Steward's refund had not been received and demanding that Respondent send it. Respondent received the letter but did not respond.

Conclusions of Law for Case No. Case No. 06-O-14591

8. By failing to prepare for and attend the mediation or the subsequent hearings, Respondent intentionally, recklessly and repeatedly failed to perform legal services for which he was retained with competence, in wilful violation of Rules of Professional Conduct, rule 3-110(A).
9. By failing to respond to any of Steward's numerous and repeated calls and correspondence, Respondent wilfully failed to respond promptly to reasonable status inquiries of a client in a matter for which Respondent had agreed to provide legal services, in wilful violation of Business and Professions Code, section 6068(m).
10. By withdrawing from employment and abandoning Steward without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his client, including giving due notice to the client, allowing time for the client to employ other counsel, and without complying with rule 3-700(D) and with applicable laws and rules, Respondent abandoned Steward in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).
11. By failing to refund the \$2,500 Steward had paid him, despite having provided no legal services of any value to Steward, Respondent failed to refund promptly any part of a fee paid in advance that had not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Facts for Case No. 07-O-11863

12. On December 17, 2004, Georgia Connolly ("Connolly") hired Respondent to represent her in a family law matter. Connolly paid Respondent \$2,500 in advanced fees to perform these legal services. At no time did Respondent perform any legal services for Connolly in connection with this representation.
13. In June 2005, Connolly was served with a Summons and Petition for Dissolution of Marriage. Connolly began attempting to contact Respondent for his advice as to how to respond. Connolly called Respondent on three occasions without success and left a voice mail message for the absent Respondent each time. Respondent did not return any of her messages. Connolly was therefore forced to hire substitute counsel to represent her in the dissolution.

14. In June 2005, Connolly was served with a Summons and Petition for Dissolution of Marriage. Connolly began attempting to contact Respondent for his advice as to how to respond. Connolly called Respondent on three occasions without success and left a voice mail message for the absent Respondent each time. Respondent did not return any of her messages. Connolly was therefore forced to hire substitute counsel to represent her in the dissolution.
15. In February 2007 and again in March 2007, Connolly again called Respondent without success to inquire about a refund of her unearned advanced fees, and on both occasions left voice mail messages for the absent Respondent requesting a refund. Respondent did not return either call.
16. On March 27, 2007, Connolly sent a letter requesting a copy of her retainer agreement and a refund of her unearned advanced fees. Respondent received the letter but did not respond.
17. On April 11, 2007, Connolly again sent Respondent a letter requesting a refund of her unearned advanced fees. Respondent received the letter but did not respond.
18. On June 21, 2007, in response to a letter from a State Bar investigator, Respondent acknowledged that he had not filed any documents on Connolly's behalf and owed her a complete refund.
19. On June 28, 2007, Respondent sent the State Bar investigator a letter claiming that he had mailed Connolly a partial refund of \$500. Connolly did not receive that letter.

Conclusions of Law for Case No. 07-O-11863

20. By making himself unavailable to Connolly for any assistance after the date he was hired, Respondent intentionally, recklessly and repeatedly failed to perform legal services with competence, in wilful violation of Rules of Professional Conduct, rule 3-110(A).
21. By failing to respond to Connolly's repeated requests by telephone and letter for advice as to how she should respond to the Petition for Dissolution, or to her repeated requests for a refund of her unearned advanced fees, Respondent failed to respond promptly to reasonable status inquiries of a client, in wilful violation of Business and Professions Code, section 6068(m).
22. By withdrawing from employment and abandoning Connolly without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his client, including giving due notice to the client, allowing time for the client to employ other counsel, and without complying with rule 3-700(D) and with applicable laws and rules, Respondent abandoned Connolly in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).
23. By failing to provide a refund of any of the \$2,500 in advanced fees Connolly paid him, despite failing to provide her any legal services of value and despite her repeated requests for refund, Respondent failed to refund promptly any part of a fee paid in advance that had not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Facts for Case No. 07-O-15029

24. On May 11, 2006, Juan Nava employed Respondent to defend him in a civil matter entitled *Rondo Resources, Inc. v. Frank Mason et al* (Los Angeles Superior Court case no. BC334001)(hereinafter "Rondo Matter"). Nava and his business partner paid Respondent \$5,000 in advanced fees for these legal services.
25. On July 14, 2006, Nava received a letter from plaintiff's counsel in the Rondo Matter, advising Nava that the plaintiffs were preparing to file a Request for Default due to Nava's failure to file a response to the civil complaint. Nava, who was traveling in Mexico on the date that the letter arrived at his home in California, directed his wife to contact Respondent to inquire as to the status of Nava's response. On July 15, 2006, Nava's wife sent an email to Respondent conveying Nava's request that Respondent promptly correspond with plaintiff's counsel. Respondent received the email but did not correspond with the plaintiff's counsel nor file a response to the civil complaint on Nava's behalf.
26. Nava called Respondent's office twice on July 17, 2006, twice on July 18, 2006, and once on July 19, 2006, seeking to discuss with Respondent the status of the Rondo Matter. On each occasion Respondent was out of the office, so each time Nava left a voicemail message requesting that Respondent return Nava's call or a message with Respondent's office staff requesting a return call. Respondent did not respond to any of Nava's messages.
27. Upon Nava's return to California, Nava employed Scott Fridley to substitute in to the Rondo Matter on Nava's behalf, and to notify Respondent of his termination. Through Fridley Nava notified Respondent that he was terminated as his attorney. This notification was given by a voicemail message Fridley left for Respondent. On August 9, 2006, Respondent called Nava acknowledging receipt of the voicemail from Fridley and asking Nava to confirm the information. In that conversation, Nava confirmed to Respondent that he was terminated.
28. On August 10, 2006, Fridley sent Respondent a letter on behalf of Nava requesting that Respondent forward Nava's file materials to Fridley and enclosing a substitution of attorney form for Respondent's signature. Respondent received the letter but did not respond, did not sign or return the substitution of attorney form, and did not forward Nava's file.
29. On September 18, 2006, Nava sent Respondent a letter demanding a refund of the \$5,000 advanced fees Nava and his business partner had paid to Respondent. Respondent received the letter but did not respond.
30. On March 10, 2008 and again on April 2, 2008, an investigator from the State Bar of California sent letters to Respondent requesting him to provide a written response to Nava's allegations, by March 25, 2008 and April 15, 2008, respectively. In each letter the investigator also requested that Respondent provide relevant documents with his written response. Respondent received both letters but did not provide a written response to either of them.

Conclusions of Law for Case No. 07-O-15029

31. By not responding to any of Nava's five phone messages from July 17, 2006 to July 19, 2006, or the email sent by Nava's wife on July 15, 2006, or to Nava's letter dated September

18, 2006, Respondent intentionally, recklessly and repeatedly failed to respond promptly to reasonable status inquiries of a client in a matter for which he was retained, in wilful violation of Business and Professions Code section 6068(m).

32. By not refunding the \$5,000 Nava and his business partner had paid him, despite having provided no legal services of any value to Nava, Respondent failed to refund promptly any part of a fee paid in advance that had not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).
33. By not releasing Nava's file after receiving Fridley's letter dated August 10, 2006 requesting that he do so, Respondent failed to release promptly, upon termination of employment, to the client, at the request of the client, all the client papers and property, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(1).
34. By withdrawing from employment and abandoning Nava without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his client, including giving due notice to the client, allowing time for the client to employ other counsel, and without complying with rule 3-700(D) and with applicable laws and rules, Respondent abandoned Nava in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).
35. By not providing a written response to the allegations by Nava, Respondent failed to cooperate and participate in a disciplinary investigation, in wilful violation of Business and Professions Code section 6068(i).

Facts for Case No. 08-O-10694

36. In September, 2005, Alofa Taufi employed Respondent to represent him in two civil matters and one criminal matter civil matter. One of the civil matters was known as the "Sorenson matter" [*Taufi v. Sorenson, et al.*, Case No. RIC 440037]. The retainer agreements Taufi signed provided for him to pay retainer fees for each matter in advance in the sums of \$10,000 for each of the civil matters and \$5,000 for the criminal matter and the retainers were to be used to pay for fees actually earned. Taufi paid Respondent \$25,000 in advanced fees for these legal services.
37. On November 9, 2005, Respondent filed the complaint on Taufi's behalf in the Sorenson Matter. Also on November 9, 2005, the court scheduled a Case Management Conference ("CMC") for hearing on July 12, 2006, and gave notice of that hearing to Respondent.
38. In mid-December, 2005, Taufi employed Respondent to perform legal services for him on a third civil matter and paid him an additional retainer of \$5,000 to be used to pay for fees actually earned.
39. In the Sorenson matter, Respondent did not file with the court proof of his service of the complaint on several of the defendants. On January 31, 2006, the court in the Sorenson Matter set a hearing on an Order to Show Cause ("OSC") as to why Respondent should not be sanctioned for failing to file proof of service of the summons and complaint on those defendants. The hearing was scheduled for April 3, 2006. The court sent notice of the hearing to Respondent and Respondent received this notice.

40. Respondent failed to appear at the April 3, 2006 Sorenson matter hearing. On April 3, 2006, the court ordered Respondent to pay \$150.00 in sanctions for failing to file proof of service, and scheduled a second OSC hearing on May 18, 2006 for sanctions in the sum of \$250 if the proof of service remained unfiled by that date. The court sent notice of the hearing to Respondent, who received it. Respondent received the court's order and notice. Respondent never paid the \$150.00 in sanctions.
41. Respondent failed to appear at the May 18, 2006 Sorenson matter hearing. On May 18, 2006, the court ordered Respondent to pay an additional \$250.00 in sanctions for failing to file proof of service, and scheduled a third OSC hearing on July 6, 2006 for dismissal of the unserved defendants. The court sent notice of the hearing to Respondent. Respondent received the order and notice. Respondent never paid the \$250.00 in sanctions.
42. Respondent failed to appear at the July 6, 2006 Sorenson matter OSC hearing, and the court dismissed the unserved defendants without prejudice. Respondent also failed to appear at the July 12, 2006 Case Management Conference (CMC), and the court continued that conference until September 28, 2006. The court sent notice of the continued CMC to Respondent, who received it. The court also set an OSC re: dismissal of another unserved defendant, for hearing on August 10, 2006, and sent notice of that hearing to Respondent, who received it.
43. Respondent failed to appear at the August 10, 2006 Sorenson matter OSC, and the court dismissed the unserved defendant without prejudice. The court sent notice of the dismissal to Respondent, who received it.
44. Respondent failed to appear at the September 28, 2006 Sorenson matter CMC. The court continued the CMC to December 5, 2006, and also scheduled an OSC hearing for the same date as to why sanctions in the sum of \$500 should not be imposed upon Respondent for his failure to appear at the CMC on September 28, 2006. The court sent notice of the December 5, 2006 OSC and continued CMC to Respondent, who received it.
45. Respondent failed to appear at the December 5, 2006 OSC and continued CMC, and the court dismissed the entire action without prejudice. The court sent notice of the dismissal to Respondent, who received it.
46. Respondent did not communicate to Taufi the dates of the various hearings in the Sorenson matter, nor did he inform him of the court's dismissals in the case.
47. Taufi disputes that Respondent earned the advanced fees he paid Respondent in these matters and demands a refund of the portion of the \$30,000 that Respondent did not earn.
48. In a meeting with the State Bar in February 2009, Respondent admitted he did not keep records of the services he performed, fees earned or costs he claimed he incurred in any of these matters; that he never provided Taufi with any billing statements accounting for his services, fees or costs in any of these matters. However, Respondent disputes he did not earn the entire fee for each of the matters and refuses to refund any portion of the fees.

Conclusions of Law for Case No. 08-O-10694

49. By not serving numerous defendants in Taufi's case, and by not appearing at the April 3, 2006 OSC, not appearing at the May 18, 2006 OSC, not appearing at the July 6, 2006 OSC, not appearing at the July 12, 2006 CMC, not appearing at the August 10, 2006 OSC, not appearing at the September 28, 2006 CMC, and not appearing at the December 5, 2006 CMC and OSC, Respondent intentionally, recklessly and repeatedly failed to perform legal services with competence, in wilful violation of Rules of Professional Conduct, rule 3-110(A).
50. By not communicating to Taufi the dates of the various hearings in his case, nor any information about the court's dismissals in the case, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services, in wilful violation of Business and Professions Code, section 6068(m).
51. By not ever keeping records of the services he performed, fees earned or costs he claimed he incurred in any of the Taufi matters; and by never providing Taufi with any billing statements accounting for his services, fees or costs in any of these matters, Respondent failed to maintain complete records of all funds of a client coming into his possession and render appropriate accounts to the client regarding them, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).
52. By first allowing numerous defendants to be dismissed from Taufi's matter due to Respondent's failure to file proofs of service upon them, and then allowing Taufi's entire action to be dismissed due to Respondent's numerous failures to appear at OSC hearings and CMC hearings, without thereafter taking any steps to file motions to vacate the dismissals or to re-file Taufi's complaint, after Respondent had effectively withdrawn from Taufi's representation and abandoned him in the Sorenson matter, Respondent wilfully failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).
53. By not paying the \$150.00 sanctions the court ordered him to pay on April 3, 2006, and the \$250.00 sanctions the court ordered him to pay on May 18, 2006, Respondent on each occasion wilfully disobeyed an order of the court requiring him to do an act connected with his profession which he ought in good faith to have done, in wilful violation of Business and Professions Code, section 6103.

Facts for Case No. 08-O-10945

54. On June 6, 2006, James D. O'Connor ("O'Connor") employed Respondent to represent him in a child custody matter. O'Connor paid Respondent \$5,000 in advanced fees for these legal services.
55. Respondent appeared for O'Connor at a hearing on Respondent's ex parte request for temporary custody on June 16, 2006. The court denied the request, and ordered the parties to mediation, to be conducted on July 19, 2006. Respondent received notice of the mediation date.

56. Beginning on July 5, 2006, O'Connor or his wife attempted to reach Respondent by phone (to either Respondent's office phone or his cell phone) to confirm the date and time of the scheduled mediation. On most such attempts, Respondent's voice mailbox was full and the O'Connors were unable to leave a message. On five occasions, one of them was able to leave a message, in which they requested Respondent call to confirm the precise date and time of the mediation. On one occasion, Respondent answered his cell phone, informing Mrs. O'Connor that he was on vacation but that he would call his secretary and direct her to call the O'Connors with the information. The O'Connors never received a call from Respondent or his staff confirming the mediation information.
57. Having not heard from Respondent about the mediation, O'Connor terminated Respondent's representation on July 18, 2006. At the time O'Connor terminated Respondent, Respondent had not earned at least \$4,500 of the \$5,000 in advanced fees O'Connor had paid him on June 6, 2006.
58. After terminating Respondent, O'Connor left a voicemail message for Respondent in which O'Connor demanded the forwarding of his file materials to Steven D'Braunstein (his new attorney), and refund the unearned advanced fees. Respondent received the message but did not respond.
59. On April 25, 2008, an investigator from the State Bar of California sent a letter to Respondent requesting he provide a written response to O'Connor's allegations, by May 12, 2008. In the letter the investigator also requested that Respondent provide relevant documents with his written response. Respondent received letter but did not provide a written response to the investigator.

Conclusions of Law for Case No. 08-O-10945

60. By not forwarding O'Connor's file to him or D'Braunstein, or advising O'Connor that the file was available for pickup by O'Connor or D'Braunstein, Respondent failed to release promptly, upon termination of employment, to the client, at the request of the client, all the client papers and property, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(1).
61. By not refunding to O'Connor any portion of the \$4,500 in unearned advanced fees (of the total \$5,000 in advanced fees) O'Connor paid him on June 6, 2006, Respondent failed to refund promptly any part of a fee paid in advance that had not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).
62. By withdrawing from employment and abandoning O'Connor without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his client, including giving due notice to the client, allowing time for the client to employ other counsel, and without complying with rule 3-700(D) and with applicable laws and rules, Respondent abandoned O'Connor in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).
63. By not providing a written response to the allegations by O'Connor, Respondent failed to cooperate and participate in a disciplinary investigation, in wilful violation of Business and Professions Code section 6068(i).

Facts for Case No. 08-O-14550

64. On May 19, 2005, Respondent's former client Pontea Davoud ("Davouod") filed a malpractice suit against Respondent alleging failure to perform in her underlying child custody case (Orange County Superior Court case no. 05NL018645).
65. On September 8, 2005 Davoud prevailed by default and was awarded a \$25,000 malpractice judgment against Respondent. The Abstract of Judgment was recorded on March 14, 2006.
66. On October 13, 2006 Respondent filed an executed settlement agreement between he and Davoud that stated Respondent was to pay Davoud the total sum of \$26,000 in installment payments of \$1500 per month commencing November 15, 2006, with a lump sum payment of \$17,000 on April 15, 2007. Respondent made three payments but failed to pay any further sums.
67. On September 26, 2008 Davoud filed a writ of execution showing a total judgment of \$28,643.61 including interest and costs.
68. During the pendency of this matter the Court issued several civil bench warrants against Respondent for continually failing to appear at hearings.
69. In late 2008 while investigating other matters regarding Respondent, the State Bar discovered the malpractice judgment against him. On December 5, 2008 an investigation was opened.
70. On January 6, 2009 the State Bar investigator assigned to the matter wrote and sent Respondent a letter asking him, among other things, if he had self-reported the malpractice judgment.
71. On February 5, 2009 Respondent responded by facsimile to the January 6, 2009 letter, stating he had self-reported the malpractice judgment to the State Bar.
72. On February 24, 2009 the State Bar investigator sent Respondent a follow up letter asking him when he made the self-report and to provide evidence of it. Respondent was given until March 4, 2009 to respond.
73. When no response was received the State Bar investigator sent another letter to Respondent on March 17, 2009, against seeking a response as requested in the February 24, 2009 letter.
74. Receiving no response, the State Bar investigator called Respondent on the telephone. The State Bar investigator was told by a receptionist answering the telephone that Respondent was not available. The State Bar investigator left a message with the receptionist requesting Respondent return her call.
75. Respondent did not respond to the State Bar investigator's letters of February 24, 2009 and March 17, 2009 or to her telephone message of March 23, 2009.
76. Respondent was actually aware of the malpractice judgment no later than his October 13, 2006 filing of the settlement agreement.

Conclusions of Law for Case No. 08-O-14550

77. By failing to report the malpractice judgment against him within thirty (30) days in the Davoud matter, Respondent willfully violated Business and Professions Code section 6068(o)(2).
78. By failing to respond to the State Bar investigator's letters of February 24, 2009 and March 17, 2009 or to her telephone message of March 23, 2009, Respondent failed to cooperate and participate in a disciplinary investigation, in wilful violation of Business and Professions Code section 6068(i).

Prior Stipulation Incorporated Herein

This addendum supplements the Stipulations re: Facts and Conclusions of Law in case nos. 02-O-13169 et al., which the parties lodged with the Alternative Discipline Program ("ADP") Court on December 17, 2004 and other prior addendums, all of which are hereby incorporated as if fully set forth herein.

AGGRAVATING CIRCUMSTANCES.

PRIOR DISCIPLINE. (Four prior impositions of discipline)

1st Prior

95-O-18438: Effective January 29, 1997. Violation: Rules of Professional Conduct 3-700(D)(1) and 4-100(B)(4). Discipline: Private reproof; public disclosure; State Bar Ethics School, and MPRE within one (1) year.

2nd Prior

96-O-07276: Effective March 6, 1998. Violation: Rules of Professional Conduct 3-100 (A), 3-700(D)(1), and 3-700(D)(2). Discipline: Private reproof with conditions; public disclosure; 12 months probation with conditions, and restitution.

3rd Prior

97-O-10067: Effective October 21, 2000. Violation: Rules of Professional Conduct 3-310, and Business and Professions Code section 6068(a). Discipline: Public reproof with duties; two (2) years probation with conditions; MPRE within one (1) year, and costs.

4th Prior

01-H-03520 (S112156): Effective April 17, 2003. Violation: Business and Professions Code section 6103, and Rules of Professional Conduct 1-110. Discipline: Two (2) years suspension and until rehabilitation, stayed; three (3) years probation with conditions; 60 days actual suspension, and costs.

RESTITUTION

Respondent shall pay to Carl Steward the principal sum of \$2,500 plus interest at the rate of 10% per annum from August 31, 2006.

Respondent shall pay to Georgina Connolly the principal sum of \$2,500 plus interest at the rate of 10% per annum from January 1, 2006.

Respondent shall pay to Juan Nava the principal sum of \$5,000 plus interest at the rate of 10% per annum from September 18, 2006.

Respondent shall pay to James D. O'Connor the principal sum of \$4,500 plus interest at the rate of 10% per annum from July 18, 2006.

FEE ARBITRATION – TAUFU MATTERS

Within ten (10) days from the date Respondent signs an ADP contract regarding these matters, Respondent shall:

1. Send the client/complaining witness [Taufi] a letter, notifying him that Respondent is required by court order to initiate, pay for, and participate in State Bar Mandatory Fee Arbitration, and that the purpose of the arbitration is to determine whether Respondent had earned all fees and/or costs paid by the client to Respondent in the following matters.
 - *Donna Darnall, conservator by and of Patricia K. Darnall v. Alofa Taufi*, San Bernardino Superior Court Case no. SCSS02497. [\$10,000.00 advanced fee paid];
 - *Alofa Taufi v. Wendy Sorenson, et al.*, Riverside Superior Court Case no. RIC440037 [\$10,000.00 advanced fee paid];
 - *State v. Taufi*, San Bernardino criminal matter [advanced fee paid \$5,000.00]; and,
 - *In re the Marriage of Taufi*, Riverside Superior Court Case no. RID207756 [advanced fee paid \$5,000.00]
2. Mail a Request for Arbitration of a Fee Dispute with the filing fee to the State Bar Mandatory Fee Arbitration (“FA”) Program. The FA Program will notify the client of Respondent’s initiation of a fee arbitration and notify the client/complaining witness of the requirements of the FA Program.

Respondent will timely and fully participate in any resulting fee arbitration and abide by any final arbitration award. Within five (5) days of his receipt of a decision of the arbitrator, Respondent shall in writing advise the Court, the Office of the Chief Trial Counsel, and if appropriate, the Office of Probation, of the decision and provide a complete and exact copy of it. If it is found that Respondent owes the client/complaining witness any funds, in addition to any fee arbitration provisions that may apply, the amount owed shall also be considered as restitution owed to the client/complaining witness and its payment shall also become a part of this disciplinary resolution.

FURTHER,

- Respondent waives the expiration of any time to resolve this dispute by fee arbitration;
- Respondent shall not make any claims for further payment from client beyond that which he/she has already received;
- Respondent understands and agrees that his/her failure to write the letter, or to initiate, pay for, and participate in fee arbitration upon the client’s agreement to do so, or to abide by any final arbitration order, shall constitute a violation of his disciplinary resolution and/or his/her ADP

participation and be cause for further State Bar action including his/her unsuccessful termination from the ADP;

- Respondent shall provide such proof of compliance with this condition as this Court, the Office of the Chief Trial Counsel, or the State Bar's Office of Probation may request; and,
- Should Respondent fail to comply, in any manner, with this provision, he shall be required to make restitution to the client in the amount of \$ 30,000.00 plus 10% annual interest accruing from January 1, 2006.

PAYMENT OF SANCTIONS

Respondent shall – as an item of restitution - satisfy and pay all sanctions ordered by the Court in the Sorenson matter, including the April 3, 2006 sanction of \$150.00 and the May 18, 2006 sanction order of \$250.00.

(Do not write above this line.)

In the Matter of JOHN A. HURLEY	Case number(s): 06-O-14591 & 07-O-11863 07-O-15029 (not consolidated) 08-O-10694 & 08-O-10945 (not consolidated)
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08-O-14550 (an unfiled matter)

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 and Conclusions of Law.

Respondent enters into this stipulation as a condition of his/her participation in the Program. Respondent understands that he/she must abide by all terms and conditions of Respondent's Program Contract.

If the Respondent is not accepted into the Program or does not sign the Program contract, this Stipulation will be rejected and will not be binding on Respondent or the State Bar.

If the Respondent is accepted into the Program, this Stipulation will be filed and will become public. Upon Respondent's successful completion of or termination from the Program, the specified level of discipline for successful completion of or termination from the Program as set forth in the State Bar Court's Confidential Statement of Alternative Dispositions and Orders shall be imposed or recommended to the Supreme Court.

10.02.09 *John Hurley* JOHN A. HURLEY
Date Respondent's Signature Print Name

Date Respondent's Counsel Signature Print Name
10/2/09 *CA Murray* CHARLES A. MURRAY
Date Deputy Trial Counsel's Signature Print Name

(Do not write above this line.)

In the Matter Of JOHN A. HURLEY	Case Number(s): 06-O-14591 & 07-O-11863 07-O-15029 (not consolidated) 08-O-10694 & 08-O-10945 (not consolidated) 08-O-14550 (an unfiled matter)
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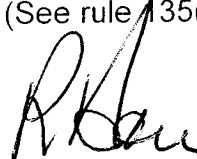
ORDER

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 stipulation as to facts and conclusions of law is APPROVED.
- The stipulation as to facts and conclusions of law is APPROVED AS MODIFIED as set forth below.
- All court dates in the Hearing Department 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; or 3) Respondent is not accepted for participation in the Program or does not sign the Program Contract. (See rule 135(b) and 802(a), Rules of Procedure.)

6/14/10
Date



Judge of the State Bar Court
RICHARD A. HONN

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on June 15, 2010, I deposited a true copy of the following document(s):

SECOND ADDENDUM TO STIPULATION RE FACTS AND CONCLUSIONS OF
LAW RE CASE NO. 02-O-13169

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

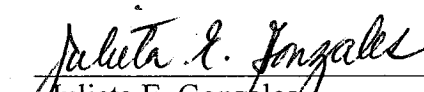
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

JOHN A HURLEY ESQ
710 S TEAL CIR
ANAHEIM, CA 92807

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

Charles A. Murray, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on June 15, 2010.



Julieta E. Gonzales
Case Administrator
State Bar Court