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

PUBLIC MATTER

NOV 05 2009

STATE BAR COURT  
CLERK'S OFFICE

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Bar # 99284

In the Matter Of:  
Melchor Eduardo Quevedo

Bar # 103144

A Member of the State Bar of California  
(Respondent)

Case Number (s)

- 06-O-15002
- 06-O-15003
- 06-O-15029
- 07-O-11035
- 07-O-12014
- 07-O-13026
- 08-O-11480
- 08-O-11481

(for Court's use)

FILED

APR 05 2010

STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

Submitted to: Program Judge

STIPULATION RE FACTS AND CONCLUSIONS OF LAW

PREVIOUS STIPULATION REJECTED

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

**A. Parties' Acknowledgments:**

- (1) Respondent is a member of the State Bar of California, admitted June 10, 1982.
- (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 15 pages, excluding the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."



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- (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)]
  - (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:**

Admitted on June 10, 1982, respondent practiced for 23 years without a prior record of discipline.

**ATTACHMENT TO**  
**STIPULATION RE FACTS AND CONCLUSIONS OF LAW**

IN THE MATTER OF: MELCHOR EDUARDO QUEVEDO, Bar # 103144

CASE NUMBERS: 06-O-15002; 06-O-15003;  
06-O-15029; 07-O-11035;  
07-O-12014; 07-O-13026;  
08-O-11480; 08-O-11481

**WAIVER OF VARIANCE BETWEEN NOTICE OF DISCIPLINARY CHARGES AND STIPULATED FACTS AND CULPABILITY**

The parties hereby waive any variance between the Notice of Disciplinary Charges filed on April 16, 2009, and the facts and conclusions of law contained in this stipulation. Additionally, the parties waive the issuance of an amended Notice of Disciplinary Charges relating to cases that are the subject matters of this stipulation.

**GENERAL BACKGROUND**

At all times relevant herein, Respondent maintained a client trust account at Bank of the West, account no. 672-008984 ("CTA").

**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.

**FACTS IN CASE NOS. 06-O-15002; 06-O-15003; 07-O-12014**

1. Between August 2006 and May 2007, Respondent repeatedly issued checks drawn upon the CTA against insufficient funds, including:

<u>Check No.</u>	<u>Date Issued</u>	<u>Amount (\$)</u>	<u>Date Presented</u>	<u>CTA Balance (\$)</u>
6703	08/16/06	750.00	08/18/06	200.01
6712	09/21/06	299.00	09/25/06	71.60
6722	11/10/06	4,500.00	05/01/07	124.66

2. Respondent repeatedly issued checks from his CTA when he knew or was grossly negligent in not knowing that there were insufficient funds to pay them.

3. On September 5, 2006, and September 26, 2006, a State Bar paralegal wrote Respondent regarding the return of client trust account check number 6703 due to insufficient funds. On October 16, 2006, a State Bar paralegal wrote Respondent regarding the return of client trust account check number 6712 due to insufficient funds. The paralegal's letters requested that Respondent provide a written explanation for the insufficient funds activity in the CTA and provide supporting documentation by October 30, 2006.

4. On November 1, 2006, the State Bar opened separate investigations concerning the return of checks numbered 6703 and 6712 written on Respondent's client trust account and returned due to non-sufficient funds.

5. On November 15, 2006, Respondent provided a written response to the paralegal's September 5, 2006, September 26, 2006, and October 16, 2006 letters, but did not provide any supporting documentation.

6. On January 29, 2007, a State Bar investigator wrote to Respondent and requested that he provide supporting documentation to substantiate his November 15, 2006 written response. The investigator's January 29, 2007 letter requested that a response and all supporting documentation be provided by February 14, 2007. Respondent received the investigator's letter.

7. On February 14, 2007, the State Bar received a letter from Respondent requesting a thirty (30) day extension to respond to the investigator's January 29, 2007 letter.

8. On May 24, 2007, the State Bar opened an investigation concerning the return of check number 6722 written on Respondent's client trust account and returned due to non-sufficient funds.

9. On June 7, 2007, the State Bar sent, via facsimile, a letter to Respondent granting him an extension to respond to the January 29, 2007 letter, and provide supporting documentation until the close of business on June 20, 2007. This letter was sent via facsimile to Respondent's State Bar membership records facsimile number. The facsimile confirmation page indicates that the letter was properly transmitted to Respondent. Respondent did not respond to the June 7, 2007 letter.

10. On June 12 and August 24, 2007, a State Bar investigator wrote Respondent regarding the return of client trust account check number 6722 due to insufficient funds. The investigator's letters were not returned as undeliverable or for any other reason. Respondent did not respond to the investigator's letters.

#### CONCLUSIONS OF LAW IN CASE NOS. 06-O-15002; 06-O-15003; 07-O-12014

12. By repeatedly issuing checks drawn upon the CTA when he knew or was grossly negligent in not knowing that there were insufficient funds to pay those checks, Respondent committed acts involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code section 6106.

13. By not providing a complete response to the allegations regarding insufficient funds for check number 6703, 6712, and 6722, Respondent failed, in each instance, to cooperate in a disciplinary matter in willful violation of Business and Professions Code, section 6068(i).

#### FACTS IN CASE NO. 06-O-15029

14. On July 29, 2005, Armand Rodriguez ("Rodriguez") hired Respondent to represent him in a personal injury matter and entered into a retainer agreement.

15. On September 16, 2005, Respondent signed a medical lien with Dr. Franklin S. Glanz ("Dr. Glanz") regarding Dr. Glanz's treatment of Rodriguez in connection with the personal injury matter.

16. In January 2006, the Rodriguez personal injury matter was settled. On January 20, 2006, Respondent received a check from Farmer's Insurance for \$9,000 payable to Rodriguez and Respondent which represented the settlement of Rodriguez's personal injury matter. This check was deposited into the CTA on the same date.

17. Pursuant to the retainer agreement entered into between Rodriguez and Respondent, Respondent was entitled to receive \$2,200 as his fee from the settlement proceeds. At the time of the settlement, there was an outstanding medical lien in favor of Dr. Glanz for \$1,300 and an outstanding medical payment reimbursement to Progressive Casualty Insurance in the amount of \$1,000. The total amount of funds Respondent was required to maintain in his trust account for the benefit of Rodriguez was \$6,800.

18. Between February 28, 2006, and November 30, 2006, and without paying Rodriguez, Dr. Glanz, or Progressive Casualty Company, the balance in the CTA fell below the \$6,800 that should have been maintained in the CTA on behalf of Rodriguez, as follows:

<u>Date</u>	<u>Balance (\$)</u>
02/28/06	468.79
04/30/06	2,790.17
06/30/06	242.29
07/31/06	999.99 (-)
08/31/06	15.00
10/31/06	247.18
11/30/06	4,506.69
12/31/06	4,835.79
01/31/07	4,550.82
02/28/07	124.73

19. At no time has Respondent paid any amount to Rodriguez or on behalf of Rodriguez to Dr. Glanz or Progressive Casualty Company.

20. Respondent dishonestly or with gross negligence misappropriated settlement funds received on behalf of Rodriguez.

21. On March 14, 2006, Respondent sent Rodriguez a letter requesting that Rodriguez excuse the delay in the "final resolution of [his] personal injury matter." The letter further states that Respondent is still negotiating the medical liens and the med-pay reimbursement and that he should have "everything accomplished by March 31, 2006."

22. On October 30, 2006, Respondent sent a letter to Rodriguez entitled "Disbursement." Pursuant to this letter, Respondent represented that Dr. Glanz had been paid \$1,330 and that Progressive Casualty Insurance Company had been paid \$1,000.

23. On November 10, 2006, Dr. Glanz sent Respondent a letter requesting that he forward \$1,300 to Dr. Glanz pursuant to the medical lien in the Rodriguez matter.

24. On January 4, 2007, Progressive Casualty Insurance Company sent a letter to Rodriguez indicating that the medical payment reimbursement in the amount of \$1,000 was still owed.

25. Respondent knew that, as of October 30, 2006, he had not paid either Dr. Glanz or Progressive Casualty Insurance Company the amounts owed to them.

26. On November 3, 2006, the State Bar opened an investigation concerning Respondent's representation of Rodriguez after receiving a complaint filed by Dr. Glanz.

27. On January 29, 2007, a State Bar investigator wrote Respondent regarding his representation of Rodriguez. The investigator's January 29, 2007 letter requested that Respondent respond in writing by February 13, 2007, to specific allegations of misconduct being investigated by the State Bar in the Rodriguez representation. Respondent received the investigator's letter.

28. On February 14, 2007, the State Bar received a letter from Respondent requesting a thirty (30) day extension to respond to the investigator's January 29, 2007 letter.

29. On June 7, 2007, the State Bar sent, via facsimile, a letter to Respondent granting him an extension to respond to the January 29, 2007 letter until the close of business on June 20, 2007. This letter was sent via facsimile to Respondent's State Bar membership records facsimile number. The facsimile confirmation page indicates that the letter was properly transmitted to Respondent.

30. As of July 11, 2007, Respondent had not provided a written response to the investigator's January 29, 2007 letter or otherwise communicated with the investigator.

#### CONCLUSIONS OF LAW IN CASE NO. 06-O-15029

31. By not maintaining funds received on behalf of Rodriguez which he had deposited in the CTA, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in willful violation of Rules of Professional Conduct, rule 4-100(A).

32. By misappropriating at least \$6,800 of the settlement funds received on behalf of Rodriguez, Respondent committed acts of moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

33. By misrepresenting to Rodriguez that he had paid Dr. Glanz and Progressive Casualty Company, Respondent committed an act of moral turpitude, dishonesty, or corruption in willful violation of Business and Professions Code, section 6106.

34. By not providing a written response to the allegations in the Rodriguez representation, Respondent failed to cooperate in a disciplinary matter in willful violation of Business and Professions Code, section 6068(i).

FACTS IN CASE NO. 07-O-11035

35. In July 2005, Mai Tran ("Tran"), Ha Nguyen ("Nguyen"), and their minor daughter, Amanda Tran ("Amanda") were involved in an automobile accident. In July 2005, Tran's father hired Respondent to represent Tran, Nguyen, and Amanda regarding the accident.

36. In January 2006, the matter settled. As part of the settlement, Respondent received three separate checks from the Interinsurance Exchange of the Automobile Club in the following amounts: \$5355 for Nguyen; \$5620 for Tran; and \$500 for Amanda.

37. On January 31, 2006, Respondent deposited these three client settlement checks into his CTA. The total amount of settlement funds deposited was \$11,475. The ending balance in Respondent's CTA on January 31, 2006, was \$11,275.12. Respondent was entitled to retain \$2,843.75 as attorney fees. Respondent was to maintain \$423.33 for a medical provider, Western Chiropractic, and the balance of \$8,207.92 was to be maintained for the benefit of Nguyen, Tran, and Amanda. The total amount Respondent was to maintain for the benefit of Nguyen, Tran, Amanda and their medical providers was \$8,631.25.

38. Between February 28, 2006, and November 30, 2006, and without paying Nguyen, Tran, Amanda, or Western Chiropractic, the balance in the CTA fell below the \$8,631.25 that should have been maintained in the CTA on behalf of Tran, Nguyen, Amanda, and Western Chiropractic, as follows:

<u>Date</u>	<u>Balance (\$)</u>
02/28/06	468.79
04/30/06	2,790.17
06/30/06	242.29
07/31/06	999.99 (-)
08/31/06	15.00
10/31/06	247.18
11/30/06	4,506.69

39. On December 29, 2006, Respondent paid Tran \$3,930 as her share of her settlement. Further, on the same date, Respondent paid Amanda \$400 as her share of her settlement. Subsequently, Respondent was required to maintain the balance of \$4,301.25 for the benefit of Nguyen, Amanda, and Western Chiropractic. Between January 31, 2007, and February 28, 2007, and without paying Nguyen or Western Chiropractic, the balance in the CTA fell below the \$4,301.25 that should have been maintained in the CTA on behalf of Nguyen and Western Chiropractic, as follows:

<u>Date</u>	<u>Balance</u>
2/28/07	\$124.73

40. Respondent has not paid any of the settlement funds to Nguyen or on behalf of Nguyen to Western Chiropractic.

41. Respondent dishonestly or with gross negligence misappropriated settlement funds belonging to Nguyen, Tran, Amanda, and Western Chiropractic.

42. On March 15, 2007, the State Bar opened an investigation concerning Respondent's representation of Nguyen, Tran, and Amanda after receiving a complaint from Tran.

43. On May 23, 2007, a State Bar investigator wrote Respondent regarding the Nguyen, Tran, and Amanda representation. The investigator's May 23, 2007 letter requested that Respondent respond in writing by June 6, 2007, to specific allegations of misconduct being investigated by the State Bar in the Nguyen, Tran, and Amanda representation. Respondent received the investigator's letter.

44. On June 6, 2007, the State Bar received a letter from Respondent requesting a sixty (60) day extension to respond to the investigator's May 23, 2007 letter.

45. On June 7, 2007, the State Bar sent, via facsimile, a letter to Respondent granting him an extension to respond to the May 23, 2007 letter until the close of business on June 20, 2007. This letter was sent via facsimile to Respondent's State Bar membership records facsimile number. The facsimile confirmation page indicates that the letter was properly transmitted to Respondent.

46. As of July 11, 2007, Respondent had not provided a written response to the investigator's May 23, 2007 letter or otherwise communicated with the investigator.

#### CONCLUSIONS OF LAW IN CASE NO. 07-O-11035

47. By not maintaining funds received on behalf of Nguyen, Tran, and Amanda in his CTA, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in willful violation of Rules of Professional Conduct, rule 4-100(A).

48. By misappropriating client funds by failing to maintain the settlement funds in the CTA on behalf of Nguyen, Tran, Amanda, and Western Chiropractic, Respondent committed acts of moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

49. By not providing a written response to the allegations in the Nguyen, Tran, and Amanda representation, Respondent failed to cooperate in a disciplinary matter in willful violation of Business and Professions Code, section 6068(i).

#### FACTS IN CASE NO. 07-O-13026

50. On August 26, 2003, Alejandra Benzenerly ("Benzenerly") hired Respondent to represent her in a personal injury matter resulting from an automobile accident.

51. In August 2005, Benzenerly's claim settled for \$35,000. In August 2005, Respondent received two checks from Interinsurance Exchange of the Automobile Club in settlement of Benzenerly's claim, including check no. 8347773 in the amount of \$29,485.77 made out to the "Trust Account of Melchor E. Quevedo" and check no. 8347703 in the amount of \$5,514.23 made out to "Scripps Mercy Hospital and Law Offices of Melchor Quevedo."

52. Respondent did not deposit check no. 8347703 for \$5,514.23 into the CTA or any other trust account. On February 21, 2007, Respondent sent check no. 8347703 to Scripps Mercy Hospital. Scripps was unable to cash the check as it had become stale.

53. On August 22, 2005, Respondent deposited check no. 8347773 for \$29,485.77 received on behalf of Benzenerly into the CTA.

54. Thereafter, Respondent disbursed a total of \$11,600 to Benzenerly through the issuance of four checks, as follows: 1) Check no. 6417 in the amount of \$3000 on October 3, 2005; 2) Check no. 6431 in the amount of \$4000 on November 15, 2005; 3) Check no. 6432 in the amount of \$3600 on November 30, 2005; and 4) Check no. 6440 in the amount of \$1000 on December 5, 2005.

55. On November 15, 2005, Respondent sent Benzenerly a "Disbursement" letter which indicated that the total settlement was for \$35,000. Following the deduction of attorney fees (\$10,500) and the amount due to client (\$11,600), the letter indicated that Respondent was maintaining \$12,900 for "Scripps Mercy Hospital and Miscellaneous Medical Expenses." Since Respondent had not deposited the \$5,514.23 check received on behalf of Benzenerly, the remaining amount of Benzenerly's settlement funds that Respondent had deposited in the CTA was \$7,385.77.

56. Between August 22, 2005, and July 31, 2008, Respondent did not disburse any of the remaining settlement funds received for Benzenerly to her or to any medical provider on her behalf. On multiple occasions during that time period, the balance in the CTA fell below the \$7,385.77 that should have been maintained on behalf of Benzenerly and/or medical providers of Benzenerly, as follows:

<u>Date</u>	<u>Balance (\$)</u>
9/30/05	5,342.59
10/31/05	7,334.41
11/30/05	2,854.64
12/31/05	3,088.16
2/28/06	468.79
4/30/06	2,790.17
6/30/06	242.29
7/31/06	999.99 (-)
8/31/06	15.01
10/31/06	247.18
11/30/06	4,506.69
12/31/06	4,835.79
1/31/07	4,550.82
2/28/07	124.73
3/31/07	124.67
4/30/07	124.67
5/31/07-2/29/08	99.67
3/31/08-7/31/08	99.68

57. Respondent failed to pay Benzenerly or any medical provider on behalf of Benzenerly through, at least, July 31, 2008.

58. Respondent dishonestly or with gross negligence misappropriated at least \$7,385.77 of Benzenerly's settlement funds.

59. On August 3, 2007, the State Bar opened an investigation concerning Respondent's representation of Benzenerly after receiving a complaint from Benzenerly.

60. On September 7 and October 9, 2007, a State Bar investigator wrote to Respondent regarding the Benzenerly representation. The investigator's letters were not returned as undeliverable of for any other reason. The investigator's letters requested that Respondent respond in writing by September 21, 2007, to specific allegations of misconduct being investigated by the State Bar in the Benzenerly representation.

61. At no time did Respondent provided a written response to the investigator's letters or otherwise communicate with the investigator.

#### CONCLUSIONS OF LAW IN CASE NO. 07-O-13026

63. By failing to deposit check no. 8347703 which was received on behalf of Benzenerly in the CTA or other trust account, Respondent willfully violated Rules of Professional Conduct, rule 4-100(A).

64. By not maintaining funds received on behalf of Benzenerly in the CTA, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in willful violation of Rules of Professional Conduct, rule 4-100(A).

65. By misappropriating at least \$7,385.77 of Benzenerly's settlement funds deposited in the CTA, Respondent committed acts of moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

66. By not providing a written response to the allegations in the Benzenerly representation, Respondent failed to cooperate in a disciplinary matter in willful violation of Business and Professions Code, section 6068(i).

#### FACTS IN CASE NO. 08-O-11480

67. On December 22, 2006, Phan Nguyen ("Nguyen") hired Respondent to represent him in a personal injury matter resulting from an automobile accident on December 20, 2006.

68. On January 17, 2007, Western Chiropractic, Nguyen's lien holder, sent Respondent a letter listing Nguyen's outstanding bill for treatment relating to the personal injury matter. On April 15, 2007, Western Chiropractor provided Respondent with a report of treatment regarding Nguyen. On May 8, 2007, Respondent made a demand for settlement on behalf of Nguyen using the Western Chiropractor report as a basis for settlement.

69. On May 22, 2007, Respondent settled Nguyen's personal injury matter for \$5,000. On May 24, 2007, the insurance company, Wawanesa Insurance, issued a check payable to both Respondent and Nguyen for the \$5,000 settlement. On May 28, 2007, Respondent deposited the settlement funds received on behalf of Nguyen in a non-client trust account at Neighborhood National Bank.

70. In May 2007, Respondent paid Nguyen \$2,500 as his share of the settlement proceeds. Respondent told Nguyen that he was entitled to \$1,250 for attorney fees and that he would pay the remaining \$1,250 to Western Chiropractic.

71. On September 4, 2007, Western Chiropractic sent a letter to Nguyen indicating that the bill of \$2,820 had still not been paid by Respondent.

72. On October 5, 2006, Western Chiropractic sent a letter to Nguyen indicating that the bill of \$2,820 had still not been paid by Respondent. The letter further states that the matter will be sent to collection if it is not resolved soon.

73. On January 14, 2008, Western Chiropractic sent a "final notice" letter to Nguyen indicating that the bill of \$2,820 had still not been paid by Respondent. The letter further states that the matter will be sent to collection if it is not resolved by January 31, 2008.

74. In response to these letters, Nguyen telephoned Respondent on numerous occasions and left messages for Respondent, seeking to have Respondent pay Western Chiropractic with the funds he had retained to pay them. Respondent did not return any of Nguyen's phone calls.

75. As of November 3, 2008, Respondent has failed to pay Western Chiropractic or return the \$1,250 he was to maintain for Nguyen's behalf to Nguyen.

76. On April 15, 2008, the State Bar opened an investigation concerning Respondent's representation of Nguyen after receiving a complaint from Nguyen.

77. On July 16 and August 7, 2008, a State Bar investigator wrote to Respondent regarding the Phan representation. The investigator's letters were not returned as undeliverable or for any other reason. The investigator's letters requested that Respondent respond in writing by July 30, 2008, to specific allegations of misconduct being investigated by the State Bar in the Nguyen representation.

79. At no time did Respondent provide a written response to the investigator's letters or otherwise communicate with the investigator.

#### CONCLUSIONS OF LAW IN CASE NO. 08-O-11480

80. By failing to deposit the settlement funds received on behalf of Nguyen in the CTA or other trust account, Respondent willfully violated Rules of Professional Conduct, rule 4-100(B)(4).

81. By misappropriating at least \$1,250 of Nguyen's settlement funds received on behalf of Nguyen, Respondent committed acts of moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

82. By not providing a written response to the allegations in the Nguyen representation or otherwise communicate with the investigator, Respondent failed to cooperate in a disciplinary matter in willful violation of Business and Professions Code, section 6068(i).

#### FACTS IN CASE NO. 08-O-11481

83. In March 2005, Respondent was hired by Juvenal Moreno ("Moreno") with regard to a domestic violence matter. During his representation of Moreno, Respondent learned that Moreno had a second deed of trust securing a \$100,000 credit line against his home. Respondent made one appearance on the domestic violence matter. Soon thereafter, Moreno and his wife reconciled.

84. During the year that followed, Respondent, in his capacity as Moreno's attorney, telephoned Moreno on at least a monthly basis inquiring how he was getting along with his wife and explicitly and/or implicitly offering his legal services to Moreno for a divorce or other legal matters. During the course of these telephone calls initiated by Respondent, Respondent began to tell Moreno that he had financial problems and that he needed money. Respondent, knowing that Moreno had an available credit line of \$100,000, requested a loan of \$25,000 from Moreno. Respondent promised that the money would be paid within six months and that Respondent's home would be security for the loan. Moreno initially declined to make the loan, but Respondent persisted.

85. On April 6, 2006, Moreno made the loan of \$25,000. Respondent signed a promissory note which stated that the loan was to be fully repaid by October 17, 2006. Respondent tendered to Moreno a deed of trust on Respondent's residence purporting to secure the \$25,000 loan.

82. At the time he asked for and received the loan from Moreno, Respondent did not tell Moreno that he had previously borrowed some \$678,790 against Respondent's home which exceeded the value of the home of approximately \$510,000. Respondent did not inform Moreno that there were other creditors with prior claims to the residence as security for Respondent's debts.

83. Respondent did not advise Moreno, in writing, that he should seek independent counsel. Respondent did not give Moreno a reasonable opportunity to do so.

84. Respondent did not fully disclose, in writing, the terms of the loan, and/or the risk to Moreno in making the loan in terms that Moreno would have reasonably understood. Moreno did not consent, in writing, to the terms of the loan.

85. Respondent received a loan from Moreno on terms which were not fair and reasonable to his client in that Respondent knew that he had already over-encumbered his home and that it would not secure the loan he received from Moreno.

86. In May 2006, Respondent asked Moreno for an additional \$10,000. On May 17, 2006, Moreno loaned Respondent an additional \$6,000. This loan was unsecured.

87. Again, Respondent did not comply with the requirements that the loan and its terms were fair and reasonable to Moreno; that the loan and its terms were fully disclosed and transmitted in writing to Moreno in a manner which should reasonably have been understood by him; that Moreno was advised in writing that he may seek the advice of an independent lawyer of his choice; that Moreno was given a reasonable opportunity to seek that advice; and that Moreno thereafter consented in writing to the terms of the loan.

88. By October 17, 2006, Respondent had failed to repay any portion of the \$25,000 loan. Moreno began calling Respondent regarding the loan, but Respondent did not respond or repay the loan.

89. On September 10, 2007, attorney Raymond Theep, Esq. ("Theep") made written demands for the money on behalf of Moreno. On October 2007, Respondent repaid Moreno for the \$6000 loan pursuant to an agreement reached with Moreno and attorney Theep.

90. In August 2008, Respondent and Moreno, through attorney Theep, agreed to a payment plan whereby Respondent would repay the \$25,000 loan in ten monthly installments of \$2,500. Subsequently, Respondent made two payments totaling \$5,000 but failed to make any further payments.

CONCLUSIONS OF LAW IN CASE NO. 08-O-11481

91. By entering into a business transaction with a client without complying with the requirements that the transaction and its terms were fair and reasonable to the client; the transaction and its terms were fully disclosed and transmitted in writing to the client in a manner which should reasonably have been understood by the client; the client was advised in writing that the client may seek the advice of an independent lawyer of the client's choice; the client was given a reasonable opportunity to seek that advice; and the client thereafter consented in writing to the terms of the transaction or acquisition, Respondent willfully violated Rules of Professional Conduct, rule 3-300.

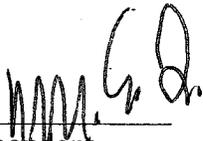
**PENDING PROCEEDINGS.**

The disclosure date referred to, on page 2, paragraph A(6), was October 5, 2009.

**RESTITUTION CONDITIONS**

To	Amount	Plus Interest at the Rate of 10% From
Armand Rodriguez	\$6,800	November 3, 2006
Ha Nguyen	\$4,301.25	January 1, 2007
Alejandra Benzenery	\$7,385.77	January 1, 2006
Phan Nguyen	\$1,250	January 1, 2008

Parties' Initials:

  
Respondent

  
Respondent's Counsel

  
Deputy Trial Counsel

(Do not write above this line.)

<p>In the Matter of Melchor Eduardo Quevedo</p>	<p>Case number(s): 06-O-15002; 06-O-15003; 06-O-15029; 07-O-11035; 07-O-12014; 07-O-13026; 08-O-11480; 08-O-11481</p>
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**SIGNATURE OF THE PARTIES**

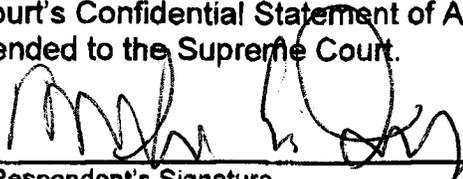
By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts and Conclusions of Law.

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.

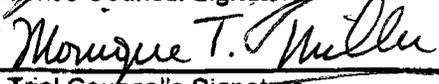
11/2/09  
Date

  
 Respondent's Signature \_\_\_\_\_ Melchor Eduardo Quevedo \_\_\_\_\_  
 Print Name

11/2/09  
Date

  
 Respondent's Counsel Signature \_\_\_\_\_ Kirk M. Barry \_\_\_\_\_  
 Print Name

Nov. 5, 2009  
Date

  
 Deputy Trial Counsel's Signature \_\_\_\_\_ Monique T. Miller \_\_\_\_\_  
 Print Name