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

**PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES**

<p>Counsel For The State Bar</p> <p><b>Cydney Batchelor</b> Deputy Trial Counsel 180 Howard St., 7<sup>th</sup> Fl. San Francisco, CA 94105 Tele: 415/538-2000</p> <p>Bar # 114637</p>	<p>Case Number (s) 07-O-10586; 07-O-13556; 08-O-10169</p>	<p>(for Court's use)</p> <p><b>PUBLIC MATTER</b></p> <p><b>FILED</b> </p> <p>JAN 20 2009</p> <p>STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO</p>
<p>Counsel For Respondent</p> <p><b>Lidia S. Stiglich</b> Stiglich &amp; Hinckley, LLP 502 Seventh Street San Francisco, CA 94103 Tele: 415/865-2539</p> <p>Bar # 182100</p>	<p>Submitted to: <b>Program Judge</b></p> <p><b>STIPULATION RE FACTS AND CONCLUSIONS OF LAW</b></p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter Of: <b>SCOTT BURRELL</b></p> <p>Bar # 167779</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 **December 14, 1993**.
- (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, if Respondent is not accepted into the Lawyer Assistance 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 **21** 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".

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

**Additional aggravating circumstances:**

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

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- (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. **see attached**
- (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. **see attached**
- (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:**

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

IN THE MATTER OF:       **SCOTT BURRELL**

CASE NUMBERS:           **07-O-10586; 07-O-13556; 08-O-10169**

**FACTS AND CONCLUSIONS OF LAW.**

**Case No. 07-O-10586 (Zang Hung)**

**Facts:**

1. In November 2004, client Zang Hung (hereinafter, "Hung") hired respondent to represent her in a personal injury action against the City and County of San Francisco. Hung, age 77, was injured when she fell trying to board a municipal bus. She claimed that while she was trying to board the bus, the bus driver closed the doors and drove forward, while Hung was caught in the doors. She was dragged several feet and then fell to the ground, suffering injuries. Hung signed a retainer agreement with Stiglich, Hinckley & Burrell, LLP. Respondent accepted the case on behalf of Stiglich, Hinckley & Burrell. Respondent continued to represent Hung after Stiglich, Hinckley & Burrell dissolved.

2. On November 1, 2004, respondent filed suit on behalf of Hung, entitled *Zang Sang Hung vs. City and County of San Francisco, et. al.*, case no. CGC-04-435969, filed in Superior Court, County of San Francisco. One of the named defendants in the suit was Arthur Price. Arthur Price was the driver of the bus.

3. On December 6, 2004, the City and County of San Francisco filed an Answer to the Complaint.

4. On March 3, 2005, respondent changed his official membership records address, maintained by the State Bar, pursuant to Business and Professions Code, section 6002.1, to 160 Sansome Street, #1700, San Francisco, California, 94104 (hereinafter, "Sansome Street"). He did not notify the Court of his address change.

5. On March 23, 2005, the Court issued an Order to Show Cause (hereinafter, "OSC") in the case, ordering respondent to appear in Department 212 on May 16, 2005 at one-thirty p.m., to show cause why he has not served defendant Arthur Price. Respondent was also ordered to file and serve responsive papers to the OSC no later than five calendar days before the hearing. The Court Clerk duly served respondent with the March 23, 2005 OSC on the address he used on his pleadings, 502 7<sup>th</sup> Street, San Francisco, California 94103 (hereinafter, "7<sup>th</sup> Street address"). This document was not returned to the court as non-deliverable. Respondent received the OSC and was aware of its contents.

6. Respondent failed to appear at the May 16, 2005 OSC. Respondent failed to file responsive papers to the OSC.

7. On May 16, 2005, the Court sanctioned respondent \$350.00 for his failure to appear. Respondent was ordered to pay the \$350.00 fine on or before May 31, 2005. On May 16, 2005, the Court also issued a Continued OSC, ordering respondent to appear on July 18, 2005 at one-thirty p.m., and again ordering respondent to file responsive papers to the OSC five calendar days before the hearing. The Court Clerk served respondent with the Sanctions Order and the Continued OSC Order at the 7<sup>th</sup> Street address. The Court Clerk received back the mail sent to respondent.

8. On May 26, 2005, the Court Clerk sent respondent a notice to his official membership records address at Sansome Street, requesting that respondent submit a change of address to the court. Respondent was advised that the Court would continue to send mail to the address he noted on his pleadings until he filed a change of address with the court. Respondent received the notice and was aware of its contents.

9. On July 18, 2005, respondent failed to appear at the Continued OSC hearing. Respondent also failed to file the responsive papers.

10. Respondent failed to pay the \$350.00 sanctions ordered on May 16, 2005, to be paid no later than May 31, 2005.

11. On July 18, 2005, the Court sanctioned respondent \$350.00 and ordered him to pay that amount on or before August 3, 2005. On July 18, 2005, the Court also issued a Continued OSC, ordering respondent to appear on August 29, 2005, at one-thirty p.m., and again ordering respondent to file responsive papers to the OSC five calendar days before the hearing. The Court Clerk served respondent with the Sanction Order and the Continued OSC Order at the 7<sup>th</sup> Street address. Respondent received the Sanction Order and the Continued OSC Order and was aware of its contents.

12. On August 29, 2005, respondent failed to appear at the Continued OSC hearing. Respondent also failed to file the responsive papers.

13. Respondent failed to pay the \$350.00 sanctions ordered on July 18, 2005, to be paid no later than August 3, 2005.

14. On August 29, 2005, the Court sanctioned respondent \$350.00 and ordered him to pay that amount on or before September 13, 2005. On August 29, 2005, the Court also issued a Continued OSC, ordering respondent to appear on November 28, 2005, at one-thirty p.m., and again ordering respondent to file responsive papers to the OSC five calendar days before the hearing. The Court Clerk served respondent with the Sanctions Order and Continued OSC Order at the 7<sup>th</sup> Street address. Respondent received the Continued OSC Order and was aware of its contents.

15. Respondent failed to pay the \$350.00 sanctions ordered on August 29, 2005, to be paid no later than September 13, 2005.

16. On October 6, 2005, respondent filed a Request for Dismissal against Arthur Price. The Court granted the dismissal On November 2, 2005.

17. On November 23, 2005, the Court cancelled the OSC for failure to serve Arthur Price and ordered respondent to appear on January 30, 2006, at one-thirty p.m., for an OSC why the case should not be dismissed for respondent's failure to pay the outstanding sanctions. Respondent was ordered to file responsive papers to the OSC five calendar days before the hearing. The Court Clerk served respondent with the Continued OSC Order on the 7<sup>th</sup> Street address. Respondent received the Continued OSC Order and was aware of its contents.

18. On January 30, 2006, respondent failed to appear at the Continued OSC hearing. Respondent also failed to file the responsive papers.

19. On January 30, 2006, the Court sanctioned respondent \$350.00 and ordered him to pay that amount on or before February 14, 2006. On January 30, 2006, the Court also issued a Continued OSC, ordering respondent to appear on May 30, 2006, at one-thirty p.m., and again ordering respondent to file responsive papers to the OSC five calendar days before the hearing. The Court Clerk served respondent with the Sanctions Order and Continued OSC Order at the 7<sup>th</sup> Street address. Respondent received the Continued OSC Order and was aware of its contents.

20. Respondent failed to appear at the May 30, 2006 OSC and he failed to file the responsive papers.

21. Respondent failed to pay the \$350.00 sanctions ordered on January 30, 2006, to be paid no later than February 14, 2006.

22. On May 30, 2006, the Court ordered respondent to pay sanctions in the amount of \$350.00 on or before June 14, 2006. The Court further ordered respondent to appear on July 31, 2006 at one-thirty p.m. for a continued OSC why the case should not be dismissed for respondent's failure to pay outstanding sanctions, and again ordered respondent to file responsive papers to the OSC five calendar days before the hearing. The Court Clerk served respondent with the Sanctions Order and the Continued OSC on respondent at the 7<sup>th</sup> Street address. Respondent received the order and was aware of its contents.

23. On July 31, 2006, respondent failed to appear at the Continued OSC hearing. Respondent also failed to file the responsive papers.

24. Respondent failed to pay the \$350.00 sanctions ordered on May 30, 2006 to be paid no later than June 14, 2006.

25. On July 31, 2006, the Court sanctioned respondent \$350.00 for failure to appear at the OSC hearing. The Court ordered the sanctions to be paid on or before August 15, 2006. The Court further ordered a Continued OSC hearing as to why the matter should not be dismissed for respondent's failure to pay sanctions, scheduled for September 25, 2006 at one-thirty p.m. Respondent was ordered to file responsive papers to the OSC no later than five days before the hearing. The Court Clerk served respondent at the 7<sup>th</sup> Street address.

26. Respondent failed to pay the \$350.00 in sanctions ordered on July 31, 2006 to be paid no later than August 15, 2006.

27. On September 19, 2006, the Court cancelled the September 25, 2006 OSC and ordered respondent to appear on December 26, 2006 at one-thirty p.m., to show cause why the action should not be dismissed or why sanctions should not be imposed for respondent's failure to file a notice of change of address and for failure to pay outstanding sanctions. The Court ordered respondent to serve responsive papers no later than five days prior to the hearing date. The Court Clerk served respondent at the 7<sup>th</sup> Street and the Sansome Street addresses.

28. On December 26, 2006 respondent failed to appear. The Court sanctioned respondent \$350.00, to be paid on or before January 10, 2007. The Court referred the matter to the State Bar. The Court further ordered the parties to arbitration and set a pre-arbitration settlement conference for March 5, 2007. The Court Clerk served respondent with notice of the Sanctions Order and the Order to Arbitration at both the 7<sup>th</sup> Street and Sansome Street addresses.

29. Respondent failed to pay the \$350.00 sanctions ordered on December 26, 2006 to be paid no later than January 10, 2007.

30. On February 2, 2007, the Court issued a Notice of Appointment of Arbitrator and an OSC re: Arbitration, stating that the parties are ordered to appear on June 4, 2007, if the matter is not arbitrated within ninety days of the appointment of the arbitrator. The Court Clerk served respondent with the Notice of Appointment of Arbitrator and the OSC on both the 7<sup>th</sup> Street and Sansome Street addresses.

31. On February 5, 2007, the Court received returned mail sent to respondent with the notation "Return to Sender Attempted, Not Known."

32. On February 7, 2007, the Court issued a Notice of Continued Pre-Arbitration Settlement Conference, changing the settlement conference from March 5, 2007 to March 12, 2007. The Court Clerk served respondent with the Notice of Continued Pre-Arbitration Settlement Conference on both the 7<sup>th</sup> Street and Sansome Street addresses.

33. On February 8, 2007, the mail sent by the Court to the Sansome Street address on February 2, 2007, was returned by the United States postal authorities with the stamped notation, "Return to Sender. Addressee No Longer at This Address."

34. On March 8, 2007, the mail sent by the Court to the Sansome Street address on December 26, 2006, was returned by the United States postal authorities with the stamped notation, "Return to Sender. Addressee No Longer at This Address."

35. On March 14, 2007, the Court issued an OSC Miscellaneous, against the parties, as to why they should not be sanctioned for failure to appear at the pre-arbitration settlement conference. The Court sent the matter for April 12, 2007 at ten-thirty a.m. The Court ordered the parties to file responsive papers five calendar days before the hearing. The Court Clerk served respondent at both the 7<sup>th</sup> Street and Sansome Street addresses.

36. On April 12, 2007, respondent failed to appear at the OSC. Respondent failed to file responsive papers to the OSC. The Court imposed a \$250.00 fine against respondent, to be paid to the court on or before April 27, 2007. The Court Clerk mailed notice of the Sanctions order to respondent at the 7<sup>th</sup> Street and Sansome Street addresses.

37. On April 14, 2007, the mail sent by the Court to the Sansome Street address on April 12, 2007, was returned by the United States postal authorities with the stamped notation, "Return to Sender. Addressee No Longer at This Address."

38. On May 20, 2007, defense counsel Celia Lee (hereinafter, "Lee") filed a Response to the Order to Show Cause re Arbitration on behalf of the City and County of San Francisco, for another OSC dated June 4, 2007. In her declaration, Lee advised the Court that her last contact with respondent was on April 18 and 20, 2007. At that time, she left respondent a telephone message regarding the arbitration. Respondent left a return telephone message for a Lee, suggesting that the arbitration be extended due to the fact the parties had not completed discovery. Lee advised the Court that her mail to respondent, sent to the Sansome Street address, was returned as undeliverable, and that she had been unable to leave additional telephone messages for him because his voicemail box was full.

39. On November 8, 2007, the Court dismissed the entire action for respondent (plaintiff's) failure to abide by court orders and rules. The Court Clerk mailed notice of the dismissal to respondent at the 7<sup>th</sup> Street and Sansome Street addresses.

40. Respondent willfully violated Business and Professions Code, section 6103, by willfully disobeying or violating an order of the court requiring him to do or forbear an act connected with or in the course of respondent's profession which he ought in good faith to do or forbear, as follows:

41. On November, 2004, Hung met with respondent at an office at 850 Bryant Street, suite 320, in San Francisco. She signed the fee agreement and some medical release forms. Thereafter, respondent advised her that he had filed suit on her behalf.

42. Hung last spoke to respondent in January, 2007. Respondent did not advise her that he failed to appear at court appearances. Nor did respondent advise her of the numerous sanctions orders against him for failure to appear. Respondent did not advise her that the court had ordered the parties to arbitration. Respondent only told her that her case was still ongoing.

43. Respondent did not advise Hung that her case was dismissed.

44. The City and County of San Francisco, in the Hung litigation, was represented by attorney Celia Lee (hereinafter, "Lee") of the San Francisco City Attorney's Office.

45. On May 20, 2007, Lee filed a pleading entitled, "Defendant City and County of San Francisco's Response to Order to Show Cause RE: Arbitration." In her pleading, Lee advised the court that she last had contact from respondent on April 20, 2007, when he left her a voicemail message agreeing to delay arbitration until discovery had been completed. Thereafter,



Lee left respondent another phone message, requesting a valid address for him, and advising him that the mail she sent to him was being returned as undeliverable. Respondent failed to respond to Lee's request for a current address and otherwise thereafter failed to communicate with her.

46. By failing to respond to opposing counsel after April, 2007, by failing to appear at court appearances, by failing to pursue arbitration, and by failing to pay court sanctions, which ultimately resulted in the case's dismissal, respondent in effect withdrew from representing Hung.

47. When respondent withdrew from representing Hung, he failed to notify Hung, he failed to notify and request the Court's permission to withdraw, and he failed to notify opposing counsel.

48. On July, 2005, Sybil Klein (hereinafter, "Klein") hired respondent to represent her in a personal injury matter, for injuries that she sustained when she tripped over a protruding corner of a restroom wall located at a rest stop in Dunnigan, California.

49. On July 29, 2005, respondent filed suit on Klein's behalf, entitled *Sybil Klein vs. California Department of Transportation*, and Does I through X, case no. 05-O-443547, filed in Superior Court, County of San Francisco. The address respondent identified on his pleadings was the Sansome Street address.

50. The Superior Court scheduled a case management conference in the Klein matter for December 30, 2005 at nine a.m., and sent notice to respondent. Respondent was ordered to file a case management statement fifteen days before the case management conference.

51. On October 21, 2005, the court issued an OSC against respondent to appear on November 15, 2005, at nine a.m., to show cause why sanctions should not be imposed for his failure to serve the defendants and file proofs of service. The court clerk served respondent with notice of the OSC according to law.

52. Respondent failed to appear at the November 15, 2005 OSC hearing. The court sanctioned respondent \$200.00 for his failure to appear. The Court ordered that the sanctions be paid no later than November 30, 2005. The Court Clerk served the Sanction Order by United States mail, postage pre-paid, on respondent at the Sansome Street address. Respondent received notice of the sanctions.

53. On November 15, 2005, respondent filed a proof of service that he had served the defendants-he served the California Attorney General's Office. In fact, this was an improper service. Service must be on a corporate officer or authorized agent (CCP 412.30, CCP 416.10).

54. On December 1, 2005, respondent spoke to John Horgan (hereinafter, "Horgan"), an attorney for the Department of Transportation. Respondent agreed to voluntarily change the venue of the case to Yolo County. Once respondent changed venue, Horgan would file a responsive pleading within thirty days of the date of receipt of the notice of venue change.

55. Thereafter, respondent took no action to change venue or to advise the Court in San Francisco of the agreement to change venue to Yolo County.

56. On December 16, 2005, the Court cancelled the previously ordered case management conference scheduled for December 30, 2005, and instead ordered that there would be a case management conference on February 10, 2006. Respondent was ordered to file a case management statement fifteen days before the hearing. The Court Clerk served the Order Continuing Case Management Conference via United States Mail, postage prepaid, on respondent at the Sansome address. Respondent received the notice.

57. On January 31, 2006, the Court cancelled the February 10, 2006 case management conference and issued an OSC against respondent for his failure to obtain an answer, or in the alternative, file for default against the defendants. The matter was set for March 27, 2006 at one-thirty p.m. Respondent was ordered to file responsive papers no later than five days before the hearing. The Court Clerk served the OSC via United States Mail, postage prepaid, on respondent at the Sansome address. Respondent received the notice.

58. On March 23, 2006, the Court cancelled the March 27, 2006 OSC conference and issued a Continued OSC against respondent for his failure to obtain an answer, or in the alternative, file for default against the defendants. The matter was set for June 26, 2006 at one-thirty p.m. Respondent was ordered to file responsive papers no later than five days before the hearing. The Court Clerk served the OSC via United States Mail, postage prepaid, on respondent at the Sansome address. Respondent received the notice.

59. On June 26, 2006, respondent failed to appear for the Continued OSC. He also failed to file responsive papers five days prior to the hearing or at anytime. The Court sanctioned respondent \$350.00 for his failure to appear, ordered payable no later than July 11, 2006, and rescheduled the OSC for October 23, 2006 at one-thirty p.m. The Court Clerk served the Sanction Order and Continued OSC via United States Mail, postage prepaid, on respondent at the Sansome address. Respondent received the notice.

60. On June 27, 2006, Klein sent respondent an email stating, "it is critical that we meet as soon as possible within the next TWO WEEKS to discuss my case." Klein requested that respondent call her immediately to set up an appointment. Respondent received Klein's email and was aware of its contents.

61. On October 23, 2006, Klein's new counsel, Shalom Rubinowitz (hereinafter, "Rubinowitz") appeared on Klein's behalf.

62. On July 6, 2006, Klein wrote to respondent, terminating his services and requesting that he return her file to her.

63. Respondent returned Klein's file to her In July, 2006. Respondent took no action with respect to notifying the court of his withdrawal.

64. On October 9, 2006, Klein retained attorney Shalom Rubinowitz (hereinafter, "Rubinowitz") to represent her. Klein executed a substitution of attorney for Rubinowitz.

65. On October 16, 2006, and again on November 15, 2006, Rubinowitz wrote to respondent, advising of his representation of Klein and asking respondent to execute a substitution of attorney form, which he enclosed with each letter. Rubinowitz sent the letters to respondent via United States Mail, postage pre-paid, to the Sansome Street address. Respondent received the letters and failed to respond.

66. In addition to the two letters, between October 16, 2006 and November 15, 2006, Rubinowitz, or members of his staff on his behalf, called respondent at least four times, leaving telephone messages with respondent regarding the substitution of attorney. Respondent failed to return the calls or otherwise address the substitution of attorney.

67. On December 6, 2006, Rubinowitz filed a formal Notice of Motion and Motion for Order Substituting Counsel, which was granted. Klein incurred \$1,200 in attorneys fees for the motion.

68. Prior to terminating respondent's services, Klein sent respondent many voicemail messages, emails, and letters requesting the status of her case.

69. Respondent did not call or otherwise contact Klein in response to her email.

70. Respondent did not advise Klein of his agreement to change venue to Yolo County. He did not advise her of his missed court appearances nor the sanctions against him for his failure to appear.

**Conclusions of Law:** By failing to keep the San Francisco Superior Court apprized of his current address, by failing to file an updated address when the Court requested that he do so, by failing to make the court appearances and file the necessary pleadings for the court matters scheduled on May 16, 2005; July 18, 2005; August 29, 2005; January 30, 2006; May 30, 2006; July 31, 2006; December 26, 2006; and April 12, 2007; by failing to pay the court ordered fines of \$350.00 by May 31, 2005; \$350.00 by August 3, 2005; \$350.00 by September 13, 2005; \$350.00 by February 14, 2006; \$350.00 by June 14, 2006; 350.00 by August 15, 2006; \$350.00 by January 10, 2007; and \$250.00 by April 27, 2007, by failing to pursue arbitration and discovery, by failing to appear at the court ordered appearances on November 15, 2005 and June 26, 2006, by failing to file the appropriate pleadings prior to the aforementioned court hearings, by failing to pay the court ordered sanctions of \$200.00 by November 30, 2005, and \$350.00 by July 11, 2006, by failing to properly serve the defendants, by failing to change venue as he agreed to do and which he agreed was a prerequisite to the defendant filing an answer respondent failed competently to perform the legal services for which he was employed, in willful violation of rule 3-110(A) of the Rules of Professional Conduct. By failing to make the court appearances and file the necessary pleadings for the court matters scheduled on May 16, 2005; July 18, 2005; August 29, 2005; January 30, 2006; May 30, 2006; July 31, 2006; December 26, 2006; and April 12, 2007; and by failing to pay the court ordered fines of \$350.00 by May 31, 2005; \$350.00 by August 3, 2005; \$350.00 by September 13, 2005; \$350.00 by February 14, 2006; \$350.00 by June 14, 2006; 350.00 by August 15, 2006; \$350.00 by January 10, 2007; and \$250.00 by April 27, 2007, by failing to appear at the court ordered appearances on November 15, 2005 and June 26, 2006, by failing to file the appropriate pleadings prior to the court hearings, by failing to pay the court ordered sanctions of \$200.00 by November 30, 2005, and \$350.00 by July 11, 2006;

respondent willfully disobeyed or violated orders of the court requiring him to do or forbear acts connected with or in the course of respondent's profession which he ought in good faith to do or forbear, in willful violation of section 6103 of the Business and Professions Code. By failing to advise Hung of the numerous court appearances, the sanctions, the order to participate in arbitration, and the dismissal of the case, respondent failed to keep a client reasonably informed of significant developments in a matter in which he agreed to perform legal services, in willful violation of section 6068(m) of the Business and Professions Code. By failing to notify the Court, his client, and opposing counsel of his withdrawal, by failing to notify the Court of his withdrawal from the case in July, 2006, and by failing to respond to Rubinowitz's letters and phone calls regarding a substitution of attorney, respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client, in willful violation of rule 3-700(A)(2) of the Rules of Professional Conduct. By failing to respond to Klein's numerous letters, phone messages, and emails, and her email of June 27, 2006, respondent failed to respond to the reasonable status inquiries in a matter in which he agreed to perform legal services, in willful violation of section 6068(m) of the Business and Professions Code. By failing to advise Klein of his agreement to change venue to Yolo County, his missed court appearances, and the sanctions against him, respondent failed to keep his client reasonably informed of significant developments in a matter in which he agreed to provide legal representation, in further willful violation of section 6068(m) of the Business and Professions Code.

**Case No. 07-O-13556 (Robert Heist)**

**Facts:**

1. In 2005, Robert Heist (hereinafter, "Heist") hired respondent to represent him in his pending criminal matters, *People v. Heist*, case no. BB411608, filed in Superior Court, County of Santa Clara, and *People v. Heist*, case no. SC58962, filed in Superior Court, County of San Mateo.

2. In November 2005, Heist entered a plea to violation of Penal Code sections 460(A), 288(c091) and 286(b)(2), all felonies in the Superior Court, County of San Mateo, matter SC58962. Heist was sentenced in January 2006, to a term of six years and eight months. Respondent represented Heist throughout the proceedings.

3. On April 6, 2006, Heist entered a plea to one count of violation of Penal Code, section 664-288(a) and three misdemeanor counts of violating Penal Code, section 311.11(a), in the Santa Clara County matter in case no. BB411608. Heist was sentenced to three years of state prison. Respondent represented Heist throughout the proceedings.

4. Commencing in April 2006, Heist contacted respondent to obtain the return of his client files. Heist wanted his files in order to evaluate any possible appeals and/or a parole transfer.

5. Heist wrote to respondent at his Sansome Street address several times, and more specifically, twice in January 2007. Respondent received the letters and was aware of their

contents.

6. In addition to writing letters, Heist sent several emails, and left several voicemail messages. Heist sent a registered letter to respondent's home address. Respondent received each of these communications from Heist and failed to respond or return Heist's files and papers.

**Conclusion of Law:** By failing to return Heist's files and papers despite Heist's repeated requests, 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 willful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

**Case No. 08-O-10169 (Sho Wei Li)**

**Facts:**

1. In July 2005, client Sho Wei Li (hereinafter, "Li") hired respondent to defend her in a pending action. Li owned a building and one of the tenants was suing her for allegedly maintaining a dangerous condition, in that the hot water heater was too hot and a minor child got burned.

2. On July 28, 2005, respondent filed an Answer on behalf of Li in *Rhonda Eurby, as Guardian Ad Liem for Darryl Erby vs. Sho Wei Li*, case no. HG05212714, filed in Superior Court, County of Alameda-Hayward. Respondent identified the Sansome Street address as his address on his pleadings.

3. On August 26, 2005, the court issued a Notice of Case Management Conference and Order, setting the matter for a conference on October 26, 2005. The parties were ordered to file and serve a completed case management conference statement at least fifteen days before the hearing. The Court clerk sent the Notice of Case Management Conference and Order via United States Mail, postage pre-paid, to respondent at the Sansome Street address. Respondent received notice of the conference.

4. Respondent failed to file a case management conference statement as ordered.

5. On October 25, 2005, the court vacated the October 26, 2005, case management conference, and reset the case management conference to December 6, 2005. The court issued a Notice of Case Management Conference and Order (Amended). The parties were again ordered to file and serve a completed case management conference statement at least fifteen days before the hearing. On October 25, 2005, the court clerk sent the Notice of Case Management Conference and Order via United States Mail, postage pre-paid, to respondent at the Sansome Street address. Respondent received notice of the conference.

6. Respondent did not file a case management statement fifteen days before December 6, 2005 hearing, or at anytime thereafter.

7. On January 18, 2006, the court held a case management conference. Respondent

failed to appear. The court referred the matter to judicial arbitration, to be completed by May 15, 2006. The court also set a mandatory settlement conference for July 21, 2006 and mandated that the parties file a settlement conference statement no later than July 14, 2006. The court set trial for August 18, 2006 at 9:00 a.m. The court issued minutes and a Case Management Order. On August 18, 2006, the court clerk served copies of the minutes and the Case Management Order via United States Mail, postage pre-paid, on respondent at the Sansome Street address. Respondent received the minutes and Case Management Order and was aware of the trial date, settlement conference date, arbitration, and obligation to file a settlement conference statement.

8. On January 30, 2006, the court issued a Notice of Proposed Arbitrators. The parties were ordered to advise the court of any rejected arbitrator within ten days. After that, the court would select an arbitrator.

9. On February 15, 2006, the court appointed Michael Timpane to arbitrate the matter. The parties were ordered to provide contact information to the arbitrator within ten days, and to jointly schedule the arbitration date. The appointment of the arbitrator was effective for ninety days. The court clerk served a Notice of Assignment of Arbitrator via United States Mail, postage pre-paid, on respondent at the Sansome Street address. Respondent received the Notice of Assignment and was aware of its contents.

10. On April 20, 2006, the arbitrator set the matter for May 4, 2006 at 10:00 a.m., and sent a letter on April 20, 2006, to respondent notifying him of the arbitration date. The letter was sent via United States Mail and facsimile. The mail was sent to respondent at the Sansome Street address. Respondent received notice of the May 4, 2006 arbitration date.

11. On April 28, 2006, the court called the matter for a case management conference. No party appeared. The court ordered the review of the case, including timely filed case management statements, and issued another Case Management Order setting the matter for further case management conference on June 15, 2006 at nine a.m. The court also ordered the parties to file updated case management statements no later than May 31, 2006. The previous order regarding arbitration was stayed until June 15, 2006. On April 28, 2006, the court clerk served the Case Management Order via United States Mail, postage pre-paid, on respondent at the Sansome Street address. Respondent received the Case Management Order and was aware of its contents.

12. Respondent failed to file a case management statement as ordered, by May 31, 2006, or at anytime thereafter.

13. On June 15, 2006, the court held the further case management conference as ordered. Respondent and Li failed to appear. The court rescheduled trial to October 20, 2006, and rescheduled the mandatory settlement conference to September 22, 2006. The court further ordered that arbitration be completed by September 1, 2006. The court issued another Case Management Order and ordered the parties to obtain a copy of the court's order from the court's website.

14. On August 24, 2006, the arbitrator, Timpane Arbitration Services, sent a letter via United States Mail, postage pre-paid, to respondent at the Sansome Street address, advising him that the arbitration date was August 30, 2006. Respondent received the letter and was aware of the arbitration date.

15. On August 25, 2006, the court held a case management conference. Respondent and Li did not appear. The court ordered that the parties appear on September 8, 2006 at nine-forty-five a.m., if the parties fail to complete the Alternative Dispute Resolution as ordered by the court. The court clerk served a copy of the Minutes and the Case Management Order via United States Mail, postage pre-paid, on respondent at the Sansome Street address. Respondent received the order and was aware of its contents.

16. On August 29, 2006, David Billingsley (hereinafter, "Billingsley"), counsel for the plaintiff, filed a case management statement. In his statement, he advised the court that he had made repeated efforts to contact the respondent to schedule the arbitration but that respondent had not responded. Billingsley set the arbitration for August 30, 2006, one day before the arbitrator's jurisdiction expired, but was unable to reach respondent. The arbitration was then cancelled.

17. Respondent failed to communicate with Billingsley or the arbitrator regarding the arbitration date.

18. On September 8, 2006, the court held a compliance hearing, as to whether the parties had complied with the arbitration process. Respondent and his client failed to appear. The court issued an Order to Show Cause why respondent has not complied with the case management rules and the court orders concerning case management. The court ordered sanctions against respondent's client, ordering that the answer be stricken, letting the matter go by way of default, and monetary sanctions. The matter was set for October 16, 2006 at nine-forty-five a.m. The court clerk served the Minutes of the September 8, 2006 court hearing and the Case Management Order on respondent via United States Mail, postage pre-paid, to the Sansome Street address. Respondent received the Case Management Order and was aware of its contents.

19. On September 13, 2006, the court further set a Notice of Hearing for September 29, 2006, for a civil pre-trial-settlement conference. The court ordered that the parties file a settlement-conference statement five calendar days prior to the settlement conference. The court clerk served a copy of the Notice of Hearing on respondent via United States Mail, postage pre-paid, at the Sansome address. Respondent received the Notice of Hearing and was aware of its contents.

20. On September 29, 2006, the court called the matter for the scheduled settlement conference. Respondent and Li appeared. The court reset the settlement conference to October 6, 2006, and confirmed the trial date of October 20, 2006. Respondent did not file a settlement conference statement as ordered by the court.

21. On October 6, 2006, the court held the continued case management conference. Respondent did not appear. Respondent's client, Li appeared, and Billingsley, the opposing counsel, made a special appearance on behalf of Li. The court set the matter for private dispute

resolution, to be completed by December 3, 2006. The court also scheduled a mandatory settlement conference for February 2, 2007. The court ordered the parties to file a mandatory settlement conference statement no later than January 26, 2007. The trial date was vacated and reset to March 16, 2007. Discovery was ordered re-opened. The court issued a further Case Management Order and the court ordered the parties to obtain a copy of it from the court's website.

22. On January 12, 2007, Billingsley filed a Motion to Strike Defendant's Answer and Enter Default. In support of his motion, Billingsley submitted a declaration. In his declaration, he stated that respondent failed to complete the plaintiff's deposition, and made it impossible to complete arbitration by the date mandated by the court. Billingsley attached three letters to his motion, dated August 2, 2006; August 7, 2006; and August 10, 2006. Thereafter, Billingsley left three voicemail messages for respondent. Respondent did not return any of the calls. Nor did he respond to a letter that Billingsley sent On December 4, 2006. Billingsley's Motion to Strike was set for July 24, 2007. Billingsley duly served respondent via United States Mail, postage pre-paid, to the Sansome Street address. Respondent received the Motion to Strike and was aware of its contents.

23. Respondent failed to respond to the Motion to Strike.

24. On January 24, 2007, the court held the hearing on the Motion. The court denied the Motion without prejudice to renew it before the case management judge assigned to the case. The court clerk served respondent with a copy of the court's ruling on him via United States Mail, postage pre-paid, at the Sansome Street address. Respondent received the order and was aware of its contents.

25. On February 2, 2007, the court held the mandatory settlement conference. Respondent and Li failed to appear. The court resent the matter for case management conference and the Motion to Strike, for March 9, 2007 at 9:45 a.m.

26. On February 9, 2007, Billingsley again filed a Notice of Motion and Motion to Strike Defendant's Answer and Enter Default. The matter was set for the March 9, 2007, date at 9:45 a.m. Billingsley duly served his motion on respondent via United States Mail, postage pre-paid, at the Sansome Street address. Respondent received the Motion and was aware of its contents.

27. On or about March 8, 2007, respondent filed a Declaration in Response to the Motion to Strike. In his pleading, respondent stated that he was responsible for the failure to respond to the litigation, and not his client, and that his significant other had been hospitalized twice in the past six months.

28. On March 9, 2007, Billingsley filed a declaration stating that he saw respondent at the Golfsmith store in Fremont, California, approached him, and asked why he failed to



communicate regarding the case. Billingsley also advised respondent of the pending Motion to Strike.

29. On March 12, 2007, the court granted the Motion to Strike the Answer and Proceed by Way of Default. Respondent appeared at the hearing with his client, Li.

30. On March 14, 2007, the court entered a default judgment against respondent's client, Li, based upon the Motion to Strike and the defendant, Li's failure to participate in the settlement negotiations and pre-trial discovery. The default judgment was served on respondent by United States Mail, postage pre-paid, to the Sansome Street address. Respondent received the default and was aware of its contents.

31. On March 16, 2007, the matter was called for jury trial. Respondent and his client, Li, did not appear. Billingsley appeared and presented trial on the issue of damages. The court granted judgement in the sum of \$138,891.00 and \$6191.00 in costs.

32. On or about March 18, 2007, a judgment was entered awarding \$145,082 against respondent's client, Li.

33. On May 18, 2007, respondent filed a Notice of Motion and Motion for Relief from Judgment. In his pleadings, respondent stated that his client, Li, was blameless and that respondent was accountable for the failure to participate in the litigation process. Respondent declared that he failed to adequately advise his client of the Alternative Dispute Resolution Process, failed to maintain contact with his client and failed to properly calendar the court appearances. Respondent advised that the health issues of his partner resulted in him losing focus on the case in an unacceptable way.

34. On June 28, 2007, respondent's Motion for Relief from Judgment was granted. Respondent was ordered to pay \$1,000 to the plaintiff. The Court Clerk served the Order re Motion to Vacate/Set Aside on respondent via United States Mail, postage pre-paid, to the Sansome Street address. Respondent received the order and was aware of its contents.

35. On July 26, 2007, Billingsley filed a Motion for Attorneys fees against respondent, for the sum of \$5,187.50. He duly served respondent with a copy of the Motion via United States Mail, postage pre-paid, on respondent at the Sansome Street address. Respondent received he Motion and was aware of its contents. Respondent did not oppose the Motion. On or about October 5, 2007, the Court granted the Motion for Attorneys Fees and awarded Billingsley the sum of \$5,187.50, to be paid by respondent. The Court served notice of the Order on respondent via United States Mail, postage pre-paid, to the Sansome Street address. Respondent received the Order and was aware of its contents.

36. On or about September 5, 2007, the parties reached a tentative settlement. Li was represented by new counsel, not respondent. The terms of the settlement were satisfied in full on or about January 28, 2008.

37. As stated in his aforementioned declaration to the Court, respondent did not advise his client, Li, of the arbitration procedures, the settlement conferences, or the court appearance dates.

38. On June 28, 2007, respondent's Motion for Relief from Judgment was granted. Respondent was ordered to pay \$1,000 to the plaintiff pursuant to Code of Civil Procedure, section 473 (c)(1).

39. Respondent failed to report the \$1,000 sanction to the State Bar within thirty days or at anytime thereafter.

40. Respondent and Li did not have a written attorney client fee agreement. Li agreed to pay respondent \$150.00 an hour for his services.

41. Li paid respondent the following amounts to respondent for his legal representation: \$5,000 in July, 2005; \$2,500 in March, 2006; \$5,000 in October, 2006; and \$6,000 in July, 2007.

42. Respondent provided Li with only two invoices, one dated October 31, 2006 for the sum of \$5,014.10; and a second one dated July 18, 2007 in the sum of \$6,450.00.

43. Respondent has failed to account for the remaining funds that he received from Li, over and above the value of his invoices.

**Conclusions of Law** : By failing to file the case management statement as ordered, failing to file the settlement conference statement as ordered on January 18, 2006, failing to file the case management statement as ordered on April 28, 2006, failing to appear in court on June 15, 2006, as ordered, failing to respond to the arbitrator, or opposing counsel, Billingsley, regarding the arbitration, including failing to respond to Billingsley's letters of August 2, 2006; August 7, 2006; and August 10, 2006, failing to appear at the September 8, 2006 hearing re compliance with arbitration, as ordered, failing to file a settlement conference statement for the September 29, 2006 settlement conference, as ordered, failing to appear at the February 2, 2007 mandatory settlement conference, failing to respond to the Motion to Strike his client's Answer, and failing to proceed with discovery of the plaintiff in order to be prepared for arbitration, respondent failed to perform competently the legal services for which he was employed, in willful violation of rule 3-110(A) of the Rules of Professional Conduct. By failing to file the case management statement as ordered, failing to file the settlement conference statement as ordered on January 18, 2006, failing to file the case management statement as ordered on April 28, 2006, failing to appear in court on June 15, 2006, as ordered, failing to appear at the September 8, 2006 hearing re compliance with arbitration, as ordered, failing to file a settlement conference statement for the September 29, 2006 settlement conference, as ordered, failing to appear at the February 2, 2007 mandatory settlement conference, as ordered, and failing to participate in arbitration, as ordered, respondent willfully disobeyed or violated orders of the court requiring him to do or forbear an act connected with or in the course of respondent's profession which he ought in good faith to do or forbear, in willful violation of section 6103 of the Business and Professions Code. By repeatedly violating the court orders in this case, respondent failed to maintain respect due to the courts of justice and judicial officers, in willful violation section 6068(b) of the Business and Professions Code. By failing to report the \$1,000 owed pursuant to

Code of Civil Procedure, section 473 (c)(1), to the State Bar, respondent failed to report to the agency charged with attorney discipline, in writing, within 30 days of the time respondent had knowledge of the imposition of any judicial sanctions against respondent, in willful violation of section 6068(o)(3) of the Business and Professions Code. By failing to account for the remaining funds that he received from Li, respondent failed to render appropriate accounts to a client regarding all funds of the client coming into respondent's possession, in willful violation of rule 4-100(B)(3) of the Rules of Professional Conduct. By failing to advise Li of the arbitration proceedings, the court hearings, and the settlement conference, respondent failed to keep his client reasonably informed of significant developments in a matter in which he agreed to provide legal services, in willful violation of section 6068(m) of the Business and Professions Code.

### **AGGRAVATING FACTORS**

**Harm:** In the *Klein* matter, because respondent failed to notify the Court of his withdrawal from the case in July, 2006, and failed to respond to Rubinowitz's letters and phone calls regarding a substitution of attorney, Sybil Klein was required to employ replacement counsel to file a formal Notice of Motion and Motion for Order Substituting Counsel, and incur an additional \$1,200 in attorneys fees for the motion. In the Heist matter, respondent's client never received his client file.

**Multiple Acts of Wrongdoing:** By the misconduct stipulated to above, respondent committed multiple acts of misconduct in multiple matters.

### **MITIGATING FACTORS**

**No Prior Record of Discipline:** Respondent has no prior of discipline since being admitted to practice in 1994.

**Remorse:** In the *Li* matter, respondent filed a successful motion to set aside the default that had been entered against Mr. Li. Afterwards, respondent represented Mr. Li in a settlement conference, and the matter settled. In the *Hung* matter, respondent also filed a successful motion to set aside the dismissal of Mr. Hung's case.

### **RESTITUTION**

Respondent waives any objection to immediate payment by the State Bar Client Security Fund upon a claim or claims for the principal amounts of restitution set forth below:

In accordance with the timetable set forth in the State Bar Court alternative discipline program contract to be executed between the State Bar Court and respondent on the captioned cases, respondent must make restitution as follows:

Sybil Klein, or the Client Security Fund if it has paid on his behalf, in the principal amount of \$1,200.00 plus interest at the rate of 10% per annum from January 19, 2007 (the date the

complaint was filed), until paid in full and furnish satisfactory evidence of restitution to the State Bar Court.

City and County of San Francisco, in the principal amount of \$2,700.00, for sanctions ordered in *Zang Hung v. City and County of San Francisco, et al.*, case no. CGC-04-435969, until paid in full and furnish satisfactory evidence of restitution to the State Bar Court.

Darryl Erby, or the Client Security Fund if it has paid on his behalf, in the principal amount of \$1,000.00 plus interest at the rate of 10% annum from June 28, 2007 (the date respondent's Motion for Relief from Judgment was granted and the date the court ordered respondent to pay plaintiff pursuant to Code of Civil Procedure, section 473(c)(1)), until paid in full and furnish satisfactory evidence of restitution to the State Bar Court.

### **CONDITIONAL RESTITUTION**

08-O-10169 (Li): In addition to the fixed restitution set forth above, respondent hereby agrees to send a letter to Sho Wei Li, by overnight courier and in a manner that provides proof of receipt, within 90 days from the date he signs this stipulation, and therein offer to initiate and pay for fee arbitration upon Li's request regarding Li's outstanding dispute with respondent over \$18,500 in advanced fees. Respondent further agrees to initiate, pay for and participate in fee arbitration upon Li's request and to abide by the final order if any there be. Respondent understands and agrees that his failure to send the letter, or to confirm that Li received it, or to initiate, pay for and participate in fee arbitration upon Li's request, or to abide by the final order, may constitute a violation of this stipulation.

### **DATE OF DISCLOSURE OF ANY PENDING INVESTIGATION OR PROCEEDING**

On November 12, 2008, Deputy Trial Counsel Cydney Batchelor transmitted a disclosure letter to respondent. In this letter, Batchelor advised respondent of any pending investigation or proceeding not resolved by this stipulation.

(Do not write above this line.)

In the Matter of <b>SCOTT BURRELL</b>	Case number(s): 07-O-10586; 07-O-13556; 08-O-10169
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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.

11/19/08  
Date

  
Respondent's Signature

SCOTT BURRELL  
Print Name

11-19-08  
Date

  
Respondent's Counsel Signature

LIDIA S. STIGLICH  
Print Name

11/19/08  
Date

  
Deputy Trial Counsel's Signature

CYDNEY BATCHELOR  
Print Name

(Do not write above this line.)

In the Matter Of <b>SCOTT BURRELL</b>	Case Number(s): <b>07-O-10586; 07-O-13556; 08-O-10169</b>
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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(b), Rules of Procedure.)

Jan 20, 2009  
Date

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. 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 January 20, 2009 , I deposited a true copy of the following document(s):


**STIPULATION RE FACTS AND CONCLUSIONS OF LAW**

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

by personally delivering such documents to the following individuals at 180 Howard Street, 6th Floor, San Francisco, California 94105-1639:

**SCOTT C. BURRELL**  
**LIDIA S. STIGLICH, ESQ.**  
**MARK HARTMAN, ESQ.**

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on **January 20, 2009**

  
**Laurretta Cramer**  
Case Administrator  
State Bar Court