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State Bar Court of California
Hearing Department
San Francisco

Counsel For The State Bar **Tammy M. Albertsen-Murray** **180 Howard Street,** **San Francisco, California 94105** Bar # **154248**	Case Number (s) **07-O-11753-LMA**	(for Court's use) **PUBLIC MATTER** **FILED** OCT 29 2009 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
In Pro Per Respondent **Louis Doyle, Esq.** **P.O.Box 360** **San Martin, California 95046** Bar # **79977**	Submitted to: **Settlement Judge** STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING	
In the Matter Of: **LOUIS F. DOYLE** Bar # **79977** A Member of the State Bar of California (Respondent)	**ACTUAL SUSPENSION** ☐ 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 23, 1978**.

(2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.

(3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of **12** pages, not including the order.

(4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."

(5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".

(6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."

(7) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.

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(8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):

- ☐ until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 284, Rules of Procedure.
- ☒ costs to be paid in equal amounts prior to February 1 for the following membership years: **three (3) billing cycles following the effective date of the Supreme Court order herein.**
  (hardship, special circumstances or other good cause per rule 284, Rules of Procedure)
- ☐ costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
- ☐ costs entirely waived

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

(1) ☐ **Prior record of discipline** [see standard 1.2(f)]

(a) ☐ State Bar Court case # of prior case

(b) ☐ Date prior discipline effective

(c) ☐ Rules of Professional Conduct/ State Bar Act violations:

(d) ☐ Degree of prior discipline

(e) ☐ If Respondent has two or more incidents of prior discipline, use space provided below.

(2) ☐ **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.

(3) ☐ **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.

(4) ☒ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. **See attachment.**

(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. **Respondent agreed to the imposition of discipline, thereby taking responsibility for his misconduct and sparing the State Bar and State Bar Court of additional costs of prosecution.**

(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

Respondent made partial restitution to Ms. Spicuzza under circumstances other than as described in C.(5) above.

D. Discipline:

(1) ☒ **Stayed Suspension:**

(a) ☒ Respondent must be suspended from the practice of law for a period of **one (1) year**.

i. ☐ and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii) Standards for Attorney Sanctions for Professional Misconduct.

ii. ☒ and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.

iii. ☐ and until Respondent does the following:

(b) ☒ The above-referenced suspension is stayed.

(2) ☒ **Probation:**

Respondent must be placed on probation for a period of **four (4) years**, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)

(3) ☒ **Actual Suspension:**

(a) ☒ Respondent must be actually suspended from the practice of law in the State of California for a period of **sixty (60) days** .

i. ☐ and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct

ii. ☐ and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.

iii. ☐ and until Respondent does the following:

E. Additional Conditions of Probation:

(1) ☒ If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.

(2) ☒ During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.

(3) ☒ Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.

(4) ☒ Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the

probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.

(5) ☒ Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

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

(6) ☐ Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.

(7) ☒ Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.

(8) ☒ Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.

☐ No Ethics School recommended. Reason: .

(9) ☐ Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.

(10) ☒ The following conditions are attached hereto and incorporated:

☐ Substance Abuse Conditions ☐ Law Office Management Conditions

☐ Medical Conditions ☒ Financial Conditions

F. Other Conditions Negotiated by the Parties:

(1) ☒ **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule ~~951~~ 9.10(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.**

☐ No MPRE recommended. Reason: .

(2) ☐ **Rule ~~955~~ 9.20, California Rules of Court:** Respondent must comply with the requirements of rule ~~955~~ **9.20**, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule

within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.

(3) ☐ **Conditional Rule ~~955~~ 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule ~~955~~ **9.20**, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.

(4) ☐ **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension:

(5) ☐ **Other Conditions:**

Attachment language begins here (if any):

ATTACHMENT TO

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: Louis F. Doyle

CASE NUMBER: 07-O-11753-LMA

FACTS AND CONCLUSIONS OF LAW.

Respondent pleads *nolo contendere* to the following facts and violations. Respondent completely understands that the plea for *nolo contendere* shall be considered the same as an admission of the stipulated facts and of his or her culpability of the statutes and/or Rules of Professional Conduct specified herein.

Facts.

This case involves three parties: respondent, the client, Gail Spicuzza (hereinafter, "Spicuzza"), and a third party, Investor's Recovery Services, Inc. (hereinafter, IRSI). Robert Karoly (hereinafter, "Karoly") is the CEO of IRSI.

On July 11, 2002, Spicuzza retained the services of a non-attorney business, IRSI, to bring an action against a brokerage company, J.E. Liss & Co., on her behalf. She paid IRSI the sum of $2,450 and signed an Arbitration Management Agreement (hereinafter, "ABA"). Karoly executed the ABA on behalf of IRSI.

The July 11, 2002 ABA with IRSI specified that Spicuzza was entitled to 75% of any agreed upon settlement completed at least 30 days prior to the scheduled hearing date, or 65% of any award determined at an arbitration hearing. The ABA also specified, in part, that "Every Claimant(s) is assured representation by an attorney and a qualified Expert Witness at any arbitration hearing, if deemed necessary. Investor's Recovery Specialists will pay all legal fees and expert witness costs." Subsequently, Spicuzza signed a revision to her ABA, reducing the management fee to 3% of her anticipated compensatory loss of $94,000.00, and agreeing to 65% recovery if the case settled and 55% of a hearing award, with her advanced fee of $2,450.00 as previously paid.

On March 22, 2004, respondent signed a Regional Attorney Representation Agreement (hereinafter, "RARA") with IRSI. The RARA specified that respondent would receive compensation according to the Regional Attorney Compensation Schedule, which included a payment of $300.00 with the receipt of each case, and $700 off of the top of the back-end of an IRS adjusted gross earned contingency fee ($1,000 total). The balance of the law firm's contingency is then paid. Respondent's contingency fee ranged between 33% and 40%. Karoly signed the RARA on behalf of IRSI.

Spicuzza did not receive a copy of the RARA between respondent and Karoly.

On October 30, 2004, IRSI notified Spicuzza, via email, that her claim and filing documents and the check are with "your new lawyer in CA." IRSI selected the lawyer – respondent – for Spicuzza.

On November 9, 2004, Spicuzza signed a No Retainer Retention Agreement with respondent. The No Retainer Retention Agreement specified that Spicuzza would accept 75% of any agreed upon settlement or 65% of an award. According to the No Retainer Retention Agreement, respondent was entitled to fees in those percentages if Spicuzza (the Claimant) should transfer or withdraw the Claim after a settlement offer has been received, whether Claimant accepts or rejects said offer.

On or between May 9, 2006 and May 11, 2006, the matter went to arbitration, entitled *NASD Dispute Resolution Arbitration Number 04-08249, Gail J. Spicuzza vs. Jerome E. Liss, Jeffrey (Jeff) W. Dean, John (Jack) R. Susnick, and Liss Financial Services*. The arbitration was held in Seattle, Washington. Karoly sought to question witnesses on Spicuzza's behalf, but the arbitrator precluded him from doing so, because he is not an attorney.

On May 16, 2006, the arbitrator awarded Spicuzza $20,000 in compensatory damages against Jerome Liss and Liss Financial Services. Spicuzza's claims against the other defendants were denied in their entirety.

On June 16, 2006, Liss issued a check to respondent as counsel for Spicuzza, in the sum of $19,700.00. Respondent received the check and deposited it into his client trust account, account number 027-7122XXX at Wells Fargo Bank. This sum represented the arbitration award owed to Spicuzza (minus $300 in costs owed to Liss).

Between June 21, 2006, and June 26, 2006 the following events took place:

1) Respondent notified Spicuzza that he had received the $19,700 in settlement funds. Respondent provided Spicuzza with his proposed distribution of the settlement funds, proposing $9,298.00 to Spicuzza, $4,050.00 to IRSI, $2,575.00 to NASD and $4,076.04 to respondent. Respondent indicated that he was splitting the $7,000 contingency 30/70 between himself and IRSI.

2) Spicuzza disputed respondent's retention of the settlement funds and his proposed distribution of the funds. Spicuzza specified that respondent return the settlement check to the defendant's counsel, Lazar, and advised respondent that she, Spicuzza, would deal with Lazar directly. Spicuzza told respondent that he was no longer representing her. Spicuzza requested the return of all paperwork and documents.

3) Respondent was aware of Spicuzza's statements terminating him and requesting the return of her paperwork and documents and her request that he return the settlement check to the defendant. Respondent disregarded Spicuzza's directives to return the monies to the defendant. Respondent advised counsel for the defendant, Lazar, that Spicuzza would be contacting Lazar. Respondent requested that Lazar "Please refer her back to me or to Bob Karoly [of IRSI]."

4) Respondent advised both Spicuzza and Karoly, "I have received conflicting instructions from both of you to send the funds to each of you individually. Therefore, as I have a contract with both of you, I need your joint consent to distribute any funds. The funds will be held in my trust account until I get your joint authorization on distribution." Respondent again set forth his proposed distribution of funds, indicating

$9,298.96 to be distributed to Spicuzza, $4,050.00 to IRSI, $2,575.00 to NASD, and 44,076.04 to respondent.

5) Karoly wrote to Spicuzza and told her that she had no position to terminate her lawyer; that she could only complaint to IRSI if she was not satisfied. Karoly told Spicuzza: "Mr. Doyle will continue to represent you until your award is received and distributed according to Arbitration Management Agreement that you have signed with our company." Karoly further stated, "You are contracted to our company and technically have no authority to interfere with the lawyers in our company's network."

6) Respondent sent the entire amount of $19,700 to Karoly, by way of check number 1976 issued from his client trust account at Wells Fargo Bank. Karoly sent respondent $3,360.00, representing respondent's "share" of the settlement monies in the Spicuzza matter, pursuant to the respondent's and Karoly's fee-splitting arrangement.

Subsequent to the June, 2006 events, Karoly, a non-attorney, sought to file an appeal on behalf of Spicuzza in *Spicuzza v. Liss Financial Services*, case no. C06-1244JLR, filed in United States District Court, Western District of Washington at Seattle. However, the appeal was dismissed when the Court discovered that Karoly was not an attorney. Karoly claimed that Spicuzza agreed to apply her monetary award to the federal court case. Spicuzza disputes Karoly's claim, stating that she would not have agreed to a non-attorney trying to bring a legal action on her behalf. Spicuzza did not receive any of her settlement monies from Karoly or from respondent until June, 2009 when respondent sent Spicuzza partial payment of $8,600.00.

Conclusions of Law.

1) By distributing $19,700 of the Spicuzza arbitration award to IRSI/Karoly, against Spicuzza's direct instructions, respondent breached his fiduciary duty to Spicuzza in a manner that was unreasonable and grossly negligent. When he withdrew client funds from a client trust account prior to the resolution of a dispute with the client over her right to receive those funds, respondent willfully violated Rules of Professional Conduct, rule 4-100(A)(2).

2) By making a fee splitting agreement and sharing the legal fees from the Spicuzza matter with non-attorney Karoly and IRSII, respondent shared legal fees with a non-lawyer in willful violation of Rules of Professional Conduct, rule 1-320(A).

3) By sending the $19,700 in arbitration award funds to IRSI in direct contravention to Spicuzza's express directive, respondent unreasonably and with gross negligence misappropriated Spicuzza's settlement monies by diverting them to a third party, Karoly/IRSI, and thereby committed an act of moral turpitude, in willful violation of Business and Professions Code, section 6106.

PENDING PROCEEDINGS.

The disclosure date referred to, on page one, paragraph A.(7), was October 9, 2009.

DISMISSALS.

The parties respectfully request the Court to dismiss the following alleged violations in the interest of justice:

Case No.	Count	Alleged Violation
07-O-11753	Three	RPC 3-310(F) [accepting fees from non-client]
07-O-11753	Four	RPC 3-310(B)(3) [conflict-relationship with interested person]
07-O-11753	Six	RPC 3-110(A) [failure to perform with competence]

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of October 9, 2009, the prosecution costs in this matter are $ 2325.60 if signed by October 9 or $3683.60 if signed after October 9, 2009, based on the NDC's filing date of June 11, 2009. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

AUTHORITIES SUPPORTING DISCIPLINE.

Standard 2.3: Culpability of a member of an act of moral turpitude, fraud, or intentional dishonesty toward a court, client or another person or of concealment of a material fact to a court, client, or another person shall result in actual suspension or disbarment, depending upon the extent to which the victim of the misconduct is harmed or misled and depending upon the magnitude of the act of misconduct and the degree to which it relates to the member's acts within the practice of law.

Giovanazzi v. State Bar (1980) 28 Cal.3d 465, 472-73 ["Petitioner's conduct ... violated his oath and duties as an attorney and involved acts of moral turpitude. Because an attorney is a fiduciary to his client, all dealings between them which are beneficial to the attorney must be closely scrutinized for unfairness. Where an attorney's conduct disregards this duty, severe discipline is warranted. (*Marlowe v. State Bar* (1965) 63 Cal.2d 304, 308 (three months' actual suspension); *Clancy v. State Bar* (1969) 71 Cal.2d 140, 152 (six months' actual suspension)"];

In the Matter of Bleeker (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 113 (60 days actual);

Guzzetta v. State Bar (1987) 43 Cal.3d 962 (six months' actual suspension);

In the instant matter, respondent was admitted in 1978 and has no prior discipline. He accepted three matters with IRSII, and withdrew from the other two after the Spicuzza matter, and severed his relationship with IRSII. Therefore, his fee splitting arrangement was less extensive than that of the various reported cases. Respondent failed to honor his fiduciary duty to Ms. Spicuzza by diverting funds from this client and delivering them to IRSII, due to his mistaken belief that he was obligated to IRSII in contravention of his

ethical responsibilities to his client. However, respondent did not retain the money personally; rather, he diverted it to a third party (Karoly/IRSI). In addition, respondent disgorged $8,600 to the client in connection with the disposition of this case and has committed to restitution of additional amounts as noted in the "financial conditions" section of this stipulation.

AGGRAVATING CIRCUMSTANCES.

Standard 1.2(b)(iv): respondent caused significant harm to Gail Spicuzza by depriving her of the possession and use of the $19,700 in arbitration award monies and directing them to a third party against her directions.

MITIGATING CIRCUMSTANCES AND FACTS SUPPORTING SAME.

Respondent has no prior discipline in 28 years of practice, as of the time of the misconduct.

Respondent's acceptance of responsibility by entering into this stipulation, by making an initial payment of $8,600 to Spicuzza and by agreeing to make additional payments in restitution to Spicuzza demonstrates his recognition of wrongdoing.

STATE BAR ETHICS SCHOOL.

Because respondent has agreed to attend State Bar Ethics School as part of this stipulation, respondent may receive Minimum Continuing Legal Education credit upon the satisfactory completion of State Bar Ethics School.

FINANCIAL CONDITIONS, RESTITUTION.

On or before **December 1, 2009**, respondent shall make his first montly restitution payment to Gail Spicuzza or the Client Security Fund if it has paid, on the principal amount of $ 11,000.00. As a condition of settlement, respondent is not required to pay interest on this amount. Payments shall be made in monthly installments, on or before the first of each month, in the amount of **$308.33** until paid in full and respondent shall furnish satisfactory evidence of such restitution to the Office of Probation. Respondent shall include, in each quarterly report required herein, satisfactory evidence of all restitution payments made by him or her during that reporting period.

FINANCIAL CONDITIONS, RESTITUTION.

Respondent waives any objection to payment by the State Bar Client Security Fund upon a claim for the principal amount of restitution set forth herein.

(Do not write above this line.)

In the Matter of **LOUIS F. DOYLE**	Case number(s): **07-O-11753-LMA**

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.

10-9-09 Date	Respondent's Signature	Louis F. Doyle Print Name
Date	Respondent's Counsel Signature	N/A Print Name
10/14/09 Date	Deputy Trial Counsel's Signature	Tammy M. Albertsen-Murray Print Name

(Do not write above this line.)

In the Matter Of **LOUIS F. DOYLE**	Case Number(s): **07-O-11753-LMA**

ORDER

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

☐ The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.

☒ The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.

☐ All Hearing dates are vacated.

1. On page 4 of the stipulation, the "X" in box D(1)(a)(ii) is deleted as this condition is unnecessary in view of the discipline recommended.

2. On page 4 of the stipulation, the "X" in box E(1) is deleted as this condition is unnecessary in view of the discipline recommended.

3. In order to correct a typographical error, the first sentence on page 9 of the stipulation is modified as follows: "44,076.04" is deleted and replaced with "$4,076.04".

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

10-26-09
Date

Judge of the State Bar Court

(Stipulation form approved by SBC Executive Committee 10/16/00. Revised 12/16/2004; 12/13/2006.)

Actual Suspension Order

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, on October 29, 2009, I deposited a true copy of the following document(s):

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

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

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

LOUIS FERRARI DOYLE
P O BOX 360
SAN MARTIN, CA 95046

☐ by certified mail, No. , with return receipt requested, through the United States Postal Service at , California, addressed as follows:

☐ by overnight mail at , California, addressed as follows:

☐ by fax transmission, at fax number . No error was reported by the fax machine that I used.

☐ By personal service by leaving the documents in a sealed envelope or package clearly labeled to identify the attorney being served with a receptionist or a person having charge of the attorney's office, addressed as follows:

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

TAMMY A. ALBERTSEN-MURRAY, Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on October 29, 2009.

Bernadette C.O. Molina
Case Administrator
State Bar Court