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| State Bar Court of California<br>Hearing Department   |  | PUBLIC MATTER  |
|---|--|--|
| <b>Counsel For The State Bar</b><br><b>Eli D. Morgenstern</b><br>Deputy Trial Counsel<br>1149 South Hill Street<br>Los Angeles, California 90015-2299<br>Bar # 190560 Tel. (213) 765-1334 | <b>Case Number (s)</b><br>07-O-12039 - LHA;<br>07-O-13033;<br>07-O-13145; and<br>07-O-14055;   | <b>FILED</b><br>JUL 30 2009<br>STATE BAR COURT CLERK'S OFFICE<br>SAN FRANCISCO |
| <b>James I. Ham, Esq.</b><br>Painsky, Markle, Ham, LLP<br>1010 Sycamore Avenue, Unit 308<br>South Pasadena, California 91030<br>Bar # 100849 Tel. (213) 626-7300                          | <b>Inv. Matters:</b><br>08-O-11160;<br>08-O-12906;<br>08-O-13013; and<br>09-O-12980  |  |
| <b>In the Matter Of:</b><br><b>ANTHONY ROBERT LOPEZ, JR.</b><br><br>Bar # 137401<br><br>A Member of the State Bar of California<br>(Respondent)   | <b>Submitted to: Assigned Judge</b><br><br><b>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND<br/>DISPOSITION AND ORDER APPROVING</b><br><br><b>ACTUAL SUSPENSION</b><br><input type="checkbox"/> 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 December 7, 1988.
- (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 (24) 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.

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



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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: \*\*  
(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
- \*\* three billing cycles following the effective date of the Supreme Court order.

**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 Case No. 03-J-01119.
- (b) ☒ Date prior discipline effective May 23, 2004.
- (c) ☒ Rules of Professional Conduct/ State Bar Act violations: Rules 4-100(A) and 4-100(b)(3) of the Rules of Professional Conduct.
- (d) ☒ Degree of prior discipline one year stayed suspension, one year probation.
- (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**

**D. Discipline:**

- (1) ☒ **Stayed Suspension:**

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- (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 one (1) year, 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 ninety (90) 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

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

Actual Suspension

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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:
- |   |  |
|---|--|
| <input type="checkbox"/> Substance Abuse Conditions | <input checked="" type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions         | <input checked="" type="checkbox"/> Financial Conditions             |

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

- (1) ☒ **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.
- ☐ No MPRE recommended. Reason:
- (2) ☒ **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (3) ☐ **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.

(Stipulation form approved by SBC Executive Committee 10/18/00. Revised 12/16/2004; 12/13/2006.)

Actual Suspension

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- (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:**

In the Matter of  
**ANTHONY ROBERT LOPEZ, JR.**  
Member #137401  
A Member of the State Bar

Case number(s):  
07-O-12039; 07-O-13033; 07-O-13145; and  
07-O-14055; Inv. Matters: 08-O-11160;  
08-O-12906; 08-O-13013; and 09-O-12980

### Financial Conditions

#### a. Restitution

- ☐ Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs.

| Payee | Principal Amount | Interest Accrues From |
|-------|------------------|-----------------------|
|       |                  |                       |
|       |                  |                       |
|       |                  |                       |
|       |                  |                       |

- ☐ Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than

#### b. Installment Restitution Payments

- ☐ Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of payment to the Office of Probation with each quarterly probation report, or as otherwise directed by the Office of Probation. No later than 30 days prior to the expiration of the period of probation (or period of reprobation), Respondent must make any necessary final payment(s) in order to complete the payment of restitution, including interest, in full.

| Payee/CSF (as applicable) | Minimum Payment Amount | Payment Frequency |
|---------------------------|------------------------|-------------------|
|                           |                        |                   |
|                           |                        |                   |
|                           |                        |                   |
|                           |                        |                   |

#### c. Client Funds Certificate

- ☒ 1. If Respondent possesses client funds at any time during the period covered by a required quarterly report, Respondent must file with each required report a certificate from Respondent and/or a certified public accountant or other financial professional approved by the Office of Probation, certifying that:
- Respondent has maintained a bank account in a bank authorized to do business in the State of California, at a branch located within the State of California, and that such account is designated as a "Trust Account" or "Clients' Funds Account";

(Financial Conditions form approved by SBC Executive Committee 10/16/2000. Revised 12/16/2004; 12/13/2006.)

**b. Respondent has kept and maintained the following:**

- i. A written ledger for each client on whose behalf funds are held that sets forth:**
  - 1. the name of such client;**
  - 2. the date, amount and source of all funds received on behalf of such client;**
  - 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,**
  - 4. the current balance for such client.**
- ii. a written journal for each client trust fund account that sets forth:**
  - 1. the name of such account;**
  - 2. the date, amount and client affected by each debit and credit; and,**
  - 3. the current balance in such account.**
- iii. all bank statements and cancelled checks for each client trust account; and,**
- iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.**

**c. Respondent has maintained a written journal of securities or other properties held for clients that specifies:**

- i. each item of security and property held;**
  - ii. the person on whose behalf the security or property is held;**
  - iii. the date of receipt of the security or property;**
  - iv. the date of distribution of the security or property; and,**
  - v. the person to whom the security or property was distributed.**
- 2. If Respondent does not possess any client funds, property or securities during the entire period covered by a report, Respondent must so state under penalty of perjury in the report filed with the Office of Probation for that reporting period. In this circumstance, Respondent need not file the accountant's certificate described above.**
- 3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.**

**d. Client Trust Accounting School**

- ☒ **Within one (1) year of the effective date of the discipline herein, Respondent must supply to the Office of Probation satisfactory proof of attendance at a session of the Ethics School Client Trust Accounting School, within the same period of time, and passage of the test given at the end of that session.**



In the Matter of

Case number(s):

ANTHONY ROBERT LOPEZ, JR.  
Member #137401

07-O-12039; 07-O-13033; 07-O-13145; and  
07-O-14055; Inv. Matters: 08-O-11160;  
08-O-12906; 08-O-13013; and 09-O-12980

A Member of the State Bar

### Law Office Management Conditions

- a. ☐ Within days/ months/ years of the effective date of the discipline herein, Respondent must develop a law office management/organization plan, which must be approved by the Office of Probation. This plan must include procedures to (1) send periodic reports to clients; (2) document telephone messages received and sent; (3) maintain files; (4) meet deadlines; (5) withdraw as attorney, whether of record or not, when clients cannot be contacted or located; (6) train and supervise support personnel; and (7) address any subject area or deficiency that caused or contributed to Respondent's misconduct in the current proceeding.
- b. ☒ Within days/six (6) months/ years of the effective date of the discipline herein, Respondent must submit to the Office of Probation satisfactory evidence of completion of no less than 10 hours of Minimum Continuing Legal Education (MCLE) approved courses in law office management, attorney client relations and/or general legal ethics. This requirement is separate from any MCLE requirement, and Respondent will not receive MCLE credit for attending these courses (Rule 3201, Rules of Procedure of the State Bar.)
- c. ☐ Within 30 days of the effective date of the discipline, Respondent must join the Law Practice Management and Technology Section of the State Bar of California and pay the dues and costs of enrollment for year(s). Respondent must furnish satisfactory evidence of membership in the section to the Office of Probation of the State Bar of California in the first report required.

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

**IN THE MATTER OF:     ANTHONY ROBERT LOPEZ, JR.**

**CASE NUMBER(s); ET AL:**     07-O-12039-LAH, 07-O-13033, 07-O-13145 & 07-O-14055  
   **Investigation Matters:** 08-O-11160, 08-O-12906,  
   08-O-13013, 09-O-129080

**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 Rules of Professional Conduct.

**Case No. 07-O-12039**

**Facts**

1.     On March 31, 2004, Martha Mendoza ("Martha") hired Respondent to represent her and her three minor children, Teresita, Alexis, and Giovanni ("the minor clients"), for personal injuries that they sustained in an automobile accident.
2.     On or about January 19, 2006, Respondent filed a lawsuit on behalf of the Mendozas entitled *Martha E. Mendoza, et al. vs. Sirin Sanglimsuwan, et al.*, Los Angeles County Superior Court case no. EC042196.
3.     Each of the Mendozas received treatment for their injuries from Raymond Safarian, D.C. Martha received an MRI from Advanced Radiology.
4.     At a mandatory settlement conference in or about late December 2006 or early January 2007, Respondent settled the Mendozas' personal injury claims for the following amounts:

|           |         |
|-----------|---------|
| Martha:   | \$9,000 |
| Teresita: | \$4,000 |
| Alexis:   | \$900   |
| Giovanni: | \$150   |

5.     By the time of the settlement, the attorney's fees and costs, and the medical expenses, of

Martha and her children's cases had become fixed.

6. Respondent settled the minor clients' claims for damages without seeking and obtaining court approval of settlements, as required by the Probate Code. The case was settled at a mandatory settlement conference and the court did not condition the settlement on the procurement of a Minor's Compromise. At the time of the settlement, Respondent understood and believed that it was the custom and practice in the California personal injury legal community to not seek minor's compromises on settlement amounts of less than \$5,000.

7. In or about mid-January 2007, Farmer's Insurance Group, the insurance carrier for the defendant, mailed Respondent four settlement checks for each of the Mendozas in the amounts set forth in paragraph 6. Respondent received the checks.

8. On March 5, 2007, Martha met with a member of Respondent's staff at Respondent's office ("the March 2007 meeting"). Martha was provided with a settlement disbursement sheet representing the proposed disbursement of her settlement funds, as well as the proposed disbursement of her children's settlement funds. Martha was not satisfied with the proposed disbursements.

9. On April 21, 2007, Martha sent a letter to Respondent threatening to file a complaint against him and Dr. Safarian; and on the same day she did file a State Bar complaint against Respondent.

10. On May 17, 2007, Martha sent Respondent a letter in response to his letter of the same date, stating that she did not want to have any further communication with Respondent until the State Bar had reviewed her case.

11. Respondent did not disburse to Martha and her children their portion of their respective settlement funds until May 2008. Martha declined to communicate directly with Respondent and insisted that resolution of the matter be negotiated through the State Bar, delaying the conclusion of the matter.

12. Respondent paid 40% of the minor clients' settlement funds to himself as attorney's fees and paid the minor clients' medical provider(s) without first seeking or obtaining a court order directing payment of those expenses, as required by the Probate Code. Respondent subsequently refunded the

difference between 25% and 40%, to bring Respondent's legal fee within guidelines set by the Los Angeles Superior Court.

### **Conclusions of Law**

By not disbursing to Martha and her children their portion of their respective settlement until over one year after he had received their settlement funds and the fees and costs and medical expenses had become fixed, Respondent failed to pay client funds promptly, in willful violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

By failing to obtain court approval of the settlements of the minor clients, and by failing to obtain an order directing payment of his attorney fees and medical expenses prior to disbursing the funds, Respondent willfully violated Probate Code sections 3500 and 3600-3601, and thereby failed to support the laws of the State of California in violation of Business and Profession Code section 6068(a).

### **Case No. 07-O-13033**

#### **Facts**

1. On or about April 2004, Timothy Fuller ("Fuller") hired Respondent on a contingency basis to represent him in a matter in which he sustained personal injuries on or about August 29, 2003 ("the Dollar Tree matter").

2. On or about July 7, 2005, Respondent filed a lawsuit on behalf of Fuller in the Dollar Tree matter entitled *Timothy Fuller vs. Dollar Tree Stores, Inc.*, Los Angeles Superior Court case no. LC071939.

3. Fuller received medical treatment and diagnostic studies for injuries he claims to have sustained in the Dollar Tree matter in the amounts set forth below and from the following medical providers:

| Medical Care Provider                                  | Amount   |
|--|----------|
| VQ OrthoCare   | \$828.75 |
| Pacific Hospital of Long Beach                         | \$1,350  |
| Downey Ortho Medical Group/John M. Larsen, M.D. (lien) | \$1,618  |
| James C. Thomas, M.D.                                  | \$2,383  |

| <b>Medical Care Provider</b>             | <b>Amount</b> |
|--|---------------|
| California Pharmacy Management (lien)    | \$190.20      |
| Russell Shah. M.D. (Beach Medical Group) | \$7,364       |

4. On or about January 24, 2006, Respondent and Fuller signed a personal injury lien from California Pharmacy Management ("California Pharmacy") authorizing Respondent's office to pay California Pharmacy for the pharmaceuticals they provided to Fuller. On or about that date, a copy of the lien was mailed to Respondent. Respondent received a copy of the lien.

5. On or about January 4, 2007, Fuller and Respondent signed a personal injury lien from Downey Ortho Medical Group ("Downey Ortho") authorizing Respondent's office to pay Downey Ortho for the treatment they provided to Fuller. On or about that date, a copy of the lien was mailed to Respondent. Respondent received a copy of the lien.

6. At or about the last day of February 2007, Respondent was aware of a lien with California Pharmacy Management. However, Respondent was uncertain whether the bill was a duplicate part of the bill of James C. Thomas, M.D. or Downey Ortho Medical Group.

7. In or about late February 2007, the Dollar Tree matter settled for \$105,000.

8. Between on or about March 1, 2007 and March 20, 2007, the insurance carrier for Dollar Tree Stores mailed Respondent a check in the amount of \$105,000 payable to Fuller and Respondent for settlement of the Dollar Tree matter. Respondent received the check.

9. On or about March 20, 2007, Respondent mailed Fuller a check written from his CTA in the amount of \$46,000, along with a disbursement sheet reflecting the purported fees and costs in Fuller's case.

10. Respondent indicated in the disbursement sheet that Fuller's total medical expenses had been reduced to \$4,950. However, as of March 20, 2007, Respondent had not paid Downey Pharmacy Management and Downey Ortho Medical Group had not agreed to reduce their lien.

11. On June 19, 2008, Respondent satisfied Downey Pharmacy Management's lien; and by no later than December 19, 2008, Respondent satisfied Downey Ortho Medical Group's lien.

### **Conclusions of Law**

By providing Fuller with a disbursement sheet on March 20, 2007, indicating that Fuller's medical expenses had been reduced to \$4,950 as of that date when they had not been so reduced, Respondent failed to adequately communicate with a client in violation of Business and Professions Code section 6068(m).

By delaying over one year to satisfy Downey Pharmacy Management's lien, Respondent failed to honor the medical lien of a client in willful violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

### **Case No. 07-O-13145**

#### **Facts**

1. On March 24, 2005, Miriam Monjaraz ("Monjaraz") hired Respondent on a contingency fee basis to represent her in connection with personal injuries and property damage she sustained in an automobile accident. On or about that date, Monjaraz signed a Retainer for Legal Services and Power of Attorney ("retainer") which authorized Respondent to pay Monjaraz's medical providers from any settlement funds she received.
2. Between on or about March 30, 2005 and June 28, 2005, Monjaraz received chiropractic treatment for her personal injuries from Chiro Therapy ("Chiro"). On or about March 30, 2005, Monjaraz signed a lien with Chiro. On or about July 6, 2005, Chiro faxed a copy of the lien to Respondent for his signature. On or about that date, Respondent received the lien and signed it.
3. By on or about July 31, 2005, Respondent was aware that Chiro's final medical bill was \$4,348.
4. Between July 2006 and January 2007, a claims adjustor for Mercury Insurance Group ("Mercury"), the insurance carrier for the opposing driver, mailed letters to Respondent offering \$2,000 to settle Monjaraz's case. Respondent received the letters, but did not inform Monjaraz of the written settlement offers.
5. On February 15, 2007, Monjaraz's personal injury claim was settled for \$5,217.46.

6. On or about March 22, 2007, notwithstanding the amount of the bill claimed by Chiro and without conducting written negotiations with Chiro regarding a reduction of its bill, Respondent caused a check in the amount of \$1,000 to be mailed to Chiro bearing the stamp "Full & Final Satisfaction Payment." Chiro's unadjusted bill for Monjaraz was \$4,348.

7. On or about March 28, 2007, Chiro crossed out that portion of the \$1,000 check that said "full and final satisfaction payment" and negotiated the check.

8. On or about December 19, 2008, Respondent paid Chiro \$1,560 in satisfaction of Monjaraz's bill.

9. Monjaraz received \$1,200 as her net portion of the settlement.

#### **Conclusions of Law**

By failing to inform Monjaraz about the written settlement offers from Mercury, Respondent failed to communicate promptly to a client all amounts, terms, and conditions of a written offer of settlement made to the client in a non-criminal matter, in willful violation of rule 3-510 of the Rules of Professional Conduct.

By failing to pay the remaining balance of Monjaraz's bill from Chiro pursuant to the personal injury lien in a prompt manner, Respondent willfully violated rule 4-100(B)(4), Rules of Professional Conduct.

#### **Case No. 07-O-14055**

#### **Facts**

1. On or about February 11, 2002, Jose Antonio Sanchez, Manuela Terrazas ("Manuela"), and Guadalupe Terrazas hired Respondent on a contingency fee basis to represent them and three minors, Anthony Sanchez, Angelo Puente, and Alexander Puente (collectively, "the plaintiffs"), for personal injuries that they sustained in an automobile accident.

2. Respondent and the adult plaintiffs signed medical liens on behalf of themselves and the minors. Respondent received copies of the liens.

3. On September 25, 2002, Respondent filed a lawsuit on behalf of the plaintiffs entitled

*Jose Antonio Sanchez, et al. vs. City of Los Angeles, et al.*, Los Angeles Superior Court case no. PC031050 (the "personal injury complaint").

4. On or about March 15, 2005, the day of trial, the plaintiffs' claims were settled with their knowledge and consent for the aggregate sum of \$37,500. The plaintiffs' medical expenses exceeded the aggregate sum of the settlement. On or about June 14, 2005, the adult plaintiffs signed the Release of all Claims; and on or about June 16, 2005, a Request for Dismissal of the entire action was filed with the court.

5. In or about late June 2005, Respondent received a settlement check in the amount of \$37,500 from the City of Los Angeles, the defendant in the personal injury complaint.

6. On or about July 14, 2005 and January 9, 2006, Respondent mailed letters to each of the plaintiffs' medical providers in which he informed them of the \$37,500 settlement and the plaintiffs' respective medical expenses. Respondent asked that the providers reduce their bills so that the funds could be distributed to the plaintiffs and their medical providers. The providers received the letters, but none agreed to reduce their bills so that the settlement funds could be distributed. Respondent did not negotiate with the plaintiffs' medical providers after January 9, 2006.

7. In or about October 2007, Manuela, one of the plaintiffs, received a collection notice from Account Management on behalf of a medical provider.

8. On or about August 5, 2008, Respondent filed a complaint for interpleader against his clients and all of their medical providers. As of the date of this stipulation, that complaint is pending.

9. Respondent's attorney's fees and costs are currently maintained in his trust account. The remainder of the settlement has been interplead with the court.

#### **Conclusions of Law**

By failing to file a complaint for interpleader until ten months after his client received a collection notice on behalf of her medical provider, Respondent failed to perform in willful violation of rule 3-110(A), Rules of Professional Conduct.



**Case No. 08-O-11160**

**Facts**

1. On April 28, 2005, Blanca Melendez ("Melendez") and Julio Gonzalez ("Gonzalez") hired Respondent to represent them for personal injuries that they sustained in an automobile accident. Melendez and Gonzalez both primarily speak Spanish.
2. On November 14, 2007, Respondent, a Spanish language interpreter from his office, Melendez, and Gonzalez appeared at arbitration. Liability was not contested at the arbitration. The only issue to be arbitrated was the amount of damages.
3. On November 16, 2007, the arbitrator issued an award in favor of Melendez in the sum of \$6,175, and an award in favor of Gonzalez in the sum of \$5,360.
4. Although Melendez and Gonzalez agreed to settle their respective cases for the amounts awarded by the arbitrator, Respondent failed to adequately explain to his clients how their settlement funds would be disbursed and what they would net from their settlements. As a result, Melendez and Gonzalez did not understand the terms of the arbitrator's award and their terms of their respective settlements.
5. On December 20, 2007, Respondent received the settlement checks for Melendez and Gonzalez and deposited the checks into his client trust account. Respondent subsequently paid Melendez and Gonzalez their portion of their respective settlements and satisfied all of their respective medical bills.

**Conclusions of Law**

By failing to adequately explain the terms of his clients' respective settlements, Respondent failed to adequately communicate with a client in willful violation of Business and Professions Code section 6068(m).

**Case No. 08-O-12906**

**Facts**

1. On September 16, 2006, Mario Alvarenga ("Alvarenga") hired Respondent to represent

him for personal injuries that he sustained in an automobile accident involving an uninsured motorist.

2. On April 23, 2008, Alvarenga's claim was settled for \$16,000; and on April 25, 2008, Allstate, the involved insurance carrier, sent Respondent a settlement draft in the sum of \$16,000, which was deposited in Respondent's client trust account. At the time that the case was settled, Respondent failed to adequately explain to Alvarenga how his settlement funds would be disbursed and what he would net from the settlement.

3. On May 9, 2008, Alvarenga visited Respondent's office and expressed his dissatisfaction with the net settlement amount.

4. In September 2008, Respondent paid Alvarenga \$5,552 for his net portion of the settlement and satisfied all of Alvarenga's medical bills which were associated with his personal injury claim.

#### **Conclusions of Law**

By failing to adequately explain to Alvarenga the terms of his settlement, Respondent failed to adequately communicate with a client in willful violation of Business and Professions Code section 6068(m).

#### **Case No. 08-O-13013**

#### **Facts**

1. On November 2, 2007, Juan Ocegüera ("Ocegüera") hired Respondent to represent him and his three minor children, John Ocegüera ("John"), Juan Ocegüera, Jr. ("Juan"), and Miguel Ocegüera ("Miguel") for personal injuries they sustained in an automobile accident. Respondent was the second attorney hired by Ocegüera to handle his and his minor children's claims.

2. On May 19, 2008, Respondent settled the Ocegüera's personal injury claims for the following amounts:

|           |          |
|-----------|----------|
| Ocegüera: | \$13,500 |
| John:     | \$4,600  |
| Juan:     | \$2,450  |
| Miguel:   | \$28,500 |

3. Respondent settled John and Juan's claims for damages without seeking and obtaining court approval of those settlements, as required by the Probate Code. The insurance company for the defendants did require court approval of Miguel's settlement, and Respondent prepared the appropriate petition, which was then signed by Miguel's mother and filed with the Court on or about June 30, 2008. At the time of the settlement, Respondent understood and believed that it was the custom and practice in the California personal injury legal community to not seek minor's compromises on settlement amounts of less than \$5,000.

4. On June 16, 2008, Respondent received the settlement checks for Ocegüera, John, and Juan.

5. Respondent paid 25% of John's settlement funds to himself as attorney's fees without first seeking or obtaining a court order directing payment of those expenses, as required by the Probate Code. Respondent also paid 25% of Juan's settlement funds to himself as attorney's fees without first seeking or obtaining a court order directing payment of those expenses, as required by the Probate Code.

6. In September 2008, Ocegüera terminated Respondent and hired new counsel. Respondent forwarded to his clients' new legal counsel all funds held in trust for the clients to satisfy medical liens.

#### **Conclusions of Law**

By failing to obtain court approval of the settlements of two of the three minor clients, John and Juan, and by failing to obtain an order directing payment of his attorney fees, Respondent willfully violated Probate Code sections 3500 and 3600-3601, and thereby failed to support the laws of the State of California in violation of Business and Profession Code section 6068(a).

#### **Case No. 09-O-12980**

#### **Facts**

1. Respondent has been a licensed attorney in the State of Nevada since 1993, and was at all times relevant to the stipulation herein a licensed Nevada attorney.

2. Beginning on January 7, 2008, Respondent began airing a Spanish-language radio advertisement in Nevada which stated that "if you have had an auto accident, by law you have the right

to receive at least fifteen thousand dollars for your case. Call the offices of Tony the Tiger Lopez at 366-1966, 368-19966.”

3. Complaints about the advertisement were received from other attorneys who indicated that some of their clients were confused by the advertisement and believed that they were entitled to receive at least fifteen thousand dollars for their cases.

**Conclusions of Law**

By causing a radio advertisement to be aired that led the public to believe that any personal injury action is worth at least \$15,000, Respondent confused, deceived, or mislead the public, in willful violation of rule 1-400(D)(2) of the Rules of Professional Conduct.

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

The parties waive any variance between the Notice of Disciplinary Charges (“NDC”) herein filed on January 22, 2009, and the facts and/or conclusions of law contained in this stipulation. Additionally, the parties waive the issuance of an amended Notice of Disciplinary Charges. The parties further waive the right to a formal hearing on any charges contained in this stipulation but not included in the NDC.

**PENDING PROCEEDINGS.**

The disclosure date referred to, on page one, paragraph A.(7), was July 8, 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-12039 | ONE   | Rules of Professional Conduct, rule 3-310(C)(1) |
| 07-O-12039 | TWO   | Rules of Professional Conduct, rule 4-100(B)(3) |
| 07-O-12039 | THREE | Rules of Professional Conduct, rule 4-100(B)(4) |

| <b>CASE NO.</b> | <b>COUNT</b> | <b>ALLEGED VIOLATION</b>                        |
|-----------------|--------------|---|
| 07-O-12039      | FOUR         | Rules of Professional Conduct, rule 4-100(B)(3) |
| 07-O-12039      | FIVE         | Rules of Professional Conduct, rule 4-100(B)(4) |
| 07-O-12039      | SIX          | Rules of Professional Conduct, rule 4-100(B)(3) |
| 07-O-12039      | SEVEN        | Rules of Professional Conduct, rule 4-100(B)(4) |
| 07-O-12039      | EIGHT        | Rules of Professional Conduct, rule 4-100(B)(3) |
| 07-O-12039      | NINE         | Rules of Professional Conduct, rule 4-100(B)(4) |
| 07-O-12039      | TEN          | Business and Professions Code, section 6068(a)  |
| 07-O-12039      | ELEVEN       | Business and Professions Code, section 6068(a)  |
| 07-O-12039      | TWELVE       | Rules of Professional Conduct, rule 4-200(A)    |
| 07-O-13033      | THIRTEEN     | Rules of Professional Conduct, rule 4-100(B)(3) |
| 07-O-13033      | FIFTEEN      | Business and Professions Code section 6068(m)   |
| 07-O-13033      | SIXTEEN      | Business and Professions Code section 6106      |
| 07-O-13145      | EIGHTEEN     | Rules of Professional Conduct, rule 1-300(A)    |
| 07-O-13145      | NINETEEN     | Business and Professions Code section 6106      |
| 07-O-13145      | TWENTY       | Rules of Professional Conduct, rule 4-100(B)(3) |
| 07-O-13145      | TWENTY-TWO   | Rules of Professional Conduct, rule 4-100(B)(4) |
| 07-O-13145      | TWENTY-THREE | Business and Professions Code section 6106      |
| 07-O-13145      | TWENTY-FOUR  | Business and Professions Code section 6068(m)   |
| 07-O-14055      | TWENTY-FIVE  | Rules of Professional Conduct, rule 3-110(A)    |
| 07-O-14055      | TWENTY-SIX   | Rules of Professional Conduct, rule 3-311(C)(1) |
| 07-O-14055      | TWENTY-EIGHT | Business and Professions Code section 6068(a)   |
| 07-O-14055      | TWENTY-NINE  | Rules of Professional Conduct, rule 4-200(A)    |

#### **COSTS OF DISCIPLINARY PROCEEDINGS.**

Respondent acknowledges that the Office of the Chief Trial Counsel has informed him that as of July 8, 2009, the prosecution costs in this matter are \$5,705.79. The costs are to be paid in equal amounts prior to February 1 for the following three billing cycles following the effective date of the Supreme Court Order.

If Respondent fails to pay any installment within the time provided herein or as may be modified

by the State Bar Court pursuant to section 6086.10, subdivision (c), the remaining balance of the costs is due and payable immediately and enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment unless relief has been granted under the Rules of Procedure of the State Bar of California. (Rules Proc. of State Bar, rule 286.) 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.**

### **Standards**

Standards 2.2(b), 2.6(a), and 2.10 of the Standards for Attorney Sanctions for Professional Misconduct ("Standards") apply to this proceeding.

Standard 2.2(b) provides that a violation of rule 4-100 not involving the willful misappropriation of entrusted funds shall result in at least a three month actual suspension from the practice of law. Here, Respondent did not pay Martha Mendoza, the complaining witness in Case No. 07-O-12039, and her children, their portion of their respective settlement funds for more than one year after he had settled their respective claims. In Case No. 07-O-13145, Respondent did not satisfy Miriam Monjaraz's medical lienholder until more than one year after he settled Monjaraz's claim. And in Case No. 07-O-13033, Respondent also delayed in satisfying all of Timothy Fuller's ("Fuller") lienholders.

Standard 2.6 (a) provides that violations of section 6068 shall result in suspension or disbarment depending upon the gravity of the offense, or the harm, if any, to the victim. Here, Respondent failed to obtain court approval of the settlements of minor clients, and failed to obtain a court orders directing payment of his attorney fees in three separate client matters involving minor clients, in violation of the Probate Code. Additionally, Respondent failed to adequately communicate with Fuller with respect to the status of his medical liens. Further, Respondent failed to adequately explain the terms of Blanca Melendez and Julio Gonzalez's (Case No. 08-O-11160) settlements to them. Further still, Respondent failed to adequately explain the terms of Mario Alvarenga's (Case No. 08-O-12906) settlement to him.

There is no standard particularly applicable to a violation of rule 1-400(D)(2) Accordingly, the

applicable standard is Standard 2.10, which provides: "Culpability of a member of a violation of any . . . Rule of Professional Conduct not specified in these standards shall result in reproof or suspension according to the gravity of the offense or the harm, if any, to the victim, with due regard to the purposes of imposing discipline set forth in standard 1.3." Here, Respondent caused a radio advertisement to be aired for several months which mislead members of the public with respect to the amount of the recovery that they could expect to receive from their personal injury claims.

#### **Case Law**

In *In the Matter of Riley* (Review Dept. 1994) 3 Cal. State Bar Ct. Rptr. 91, the attorney failed to promptly pay lienholders, among other acts of misconduct. The Review Department recommended that the attorney be actually suspended for 90 days as a condition of a three year probation, with a one year stayed suspension.

#### **AGGRAVATING CIRCUMSTANCES.**

##### **Prior Discipline**

Respondent has been a member of the Bar since December 7, 1988, and has a prior record of discipline.

In 2004, Respondent received a one year stayed suspension and one year probation in Case No. 03-J-01119. The discipline resulted from misconduct committed by Respondent in Arizona. Respondent failed to maintain client funds in his trust account and failed to properly account for client funds.

#### **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.

(Do not write above this line.)

In the Matter of  
**ANTHONY ROBERT LOPEZ, JR.**  
Member #137401

Case number(s):  
07-O-12039 - LHA; 07-O-13033; 07-O-13145; and  
07-O-14055; Inv. Matters: 08-O-11160; 08-O-12906;  
08-O-13013; and 09-O-12980

### 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.

7-16-09  
Date  
7-16-2009  
Date  
7-17-09  
Date

  
Respondent's Signature

ANTHONY R. LOPEZ, JR.  
Print Name

  
Respondent's Counsel Signature

JAMES I. HAM  
Print Name

  
Deputy Trial Counsel's Signature

ELI D. MORGENSTERN  
Print Name



(Do not write above this line.)

|  |  |
|--|--|
| In the Matter Of<br><b>ANTHONY ROBERT LOPEZ, JR.</b><br>Member #137401 | Case Number(s):<br><b>07-O-12039 - LHA; 07-O-13033; 07-O-13145;</b><br><b>and 07-O-14055; Inv. Matters: 08-O-11160;</b><br><b>08-O-12906; 08-O-13013; and 09-O-12980</b> |
|--|--|

### 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.

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.)

7/27/09                        
Date                                      Judge of the State Bar Court

## CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, on July 30, 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:

JAMES IRWIN HAM  
PANSKY MARKLE HAM LLP  
1010 SYCAMORE AVE UNIT 308  
SOUTH PASADENA, CA 91030

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

ELI MORGENSTERN, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on July 30, 2009.



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Laine Silber  
Case Administrator  
State Bar Court