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**State Bar Court of California
Hearing Department
Los Angeles
DISBARMENT**

PUBLIC MATTER

<p>Counsel For The State Bar</p> <p>Hugh G. Radigan Deputy Trial Counsel 1149 South Hill Street Los Angeles, California 90015 213-765-1206</p> <p>Bar # 94251</p>	<p>Case Number(s): 07-O-12331 07-O-12603 08-O-10674 08-O-10693 08-O-11999 08-O-14021 08-O-14889 09-O-10223 09-O-10230 09-O-12663</p>	<p>For Court use only</p> <p>FILED APR 14 2011 <i>[Signature]</i> STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>Counsel For Respondent</p> <p>Paul Virgo P.O. Box 67682 Los Angeles, California 90067</p> <p>Bar # 67900</p>	<p>Submitted to: Assigned Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</p> <p>DISBARMENT</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter of: David M. Robinson</p> <p>Bar # 175913</p> <p>A Member of the State Bar of California (Respondent)</p>		

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

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted February 27, 1995.
- (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 resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of (34) 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."

(Effective January 1, 2011)



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- (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.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
- Costs to be awarded to the State Bar.
 - Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - Costs are entirely waived.
- (9) **ORDER OF INACTIVE ENROLLMENT:**
The parties are aware that if this stipulation is approved, the judge will issue an order of inactive enrollment under Business and Professions Code section 6007, subdivision (c)(4), and Rules of Procedure of the State Bar, rule 5.111(D)(1).

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**
- (a) State Bar Court case # of prior case Case No. 02-O-10501
 - (b) Date prior discipline effective Effective July 1, 2004.
 - (c) Rules of Professional Conduct/ State Bar Act violations: rule 3-110(A) and Business and Professions Code section 6068(m).
 - (d) Degree of prior discipline privately reprovod
 - (e) If respondent has two or more incidents of prior discipline, use space provided below:

Case No. 04-O-13011; Effective February 19, 2006, Respondent was placed on a six-month stayed suspension and a two-year probation for failing to maintain client funds in trust and failing to promptly disburse the client's settlement funds in violation of rules 4-100(A) and 4-100(B)(4), respectively.

Case Nos. 05-O-02139, 05-O-03683 and 07-O-11682; Effective December 15, 2007, Respondent was placed on a one-year stayed suspension, a three-year probation, and a 75-day actual suspension. He stipulated that he failed to perform for more than four years in one client matter, and abandoned that matter, in violation of rules 3-110(A) and 3-700(A)(2); that he provided bad legal advice to another client in violation of rule 3-110(A); and that he failed to comply with conditions of his disciplinary probation, in violation of section 6068(k).
- (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. Within these pending ten matters, Respondent has misappropriated in excess of \$265,000.00, and

is charged with nine counts of moral turpitude, multiple client trust account abuses and three counts of the unauthorized practice of law. The totality and seriousness of this misconduct took place over a four year period during which Respondent conducted himself in utter derogation to his professional responsibility.

- (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. Respondent is charged within these pending matters with multiple client trust account violations. In Case No. 08-O-10693, Respondent failed to disburse settlement funds to his client, Rain Chandler, in violation of rule 4-100(B)(4). In April 2005, Chandler obtained a judgment against Respondent regarding his failure to disburse the settlement funds which has gone unsatisfied. In Case No. 08-O-14021, Respondent failed to maintain at least \$6,801.30 from settlement funds in his client trust account on behalf of his client, Everardo Casillas, and misappropriated and failed to disburse that amount to Casillas in violation of rule 4-100(A), section 6106, and rule 4-100(B)(4), respectively. In Case No. 08-O-14889, Respondent misappropriated \$226,000 from his client, Sandra Citron. The funds were to be invested in real property. Respondent actively concealed his theft of the funds from 2006 to 2008, fabricating documents to convince Citron that the funds were maintained in a trust account. Respondent has failed to return any of the money to Citron. In Case No. 09-O-10230, Respondent misappropriated settlement funds belonging to his client, Avishai Shraga. The settlement funds, \$4,382.23, were deposited into Respondent's client trust account on July 15, 2008, bringing the balance to \$5,138.11. On August 31, 2008, the balance in the account fell to \$138.11, without any disbursement to Shraga, after Respondent transferred \$5,000 from the account to his business checking account on August 1, 2008. In Case No. 09-O-12663, Respondent misappropriated settlement funds from his client, Katherine Seals. On June 20, 2008, Respondent deposited Seals's settlement draft for \$19,150.87 into his client trust account. The balance in the CTA fell to \$128.73 by June 13, 2008. In September 2008, Respondent issued a check from his general account for \$11,490.52 to Seals as payment of the settlement funds, but the check was returned due to insufficient funds in the account. Despite Seals's demand for her settlement funds in January 2009, Respondent has not disbursed any funds to Seals.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. In Case No. 07-O-12331, during 2007, Respondent failed to release a file and refund unearned fees to his client, Marsha Roberts, in violation of Rules of Professional Conduct, rules 3-700(D)(1) and (D)(2), respectively. In Case No. 08-O-10674, during 2007 and 2008, Respondent engaged in the unauthorized practice of law during his representation of his client, Dr. K. Renee Roberts, in violation of Business and Professions Code sections 6068(a), 6125 and 6126; did not disclose to Roberts that he was suspended from the practice of law when he discussed the matter with her, in violation of section 6106; and failed to obey the court's order suspending him from the practice of law by engaging in the unauthorized practice of law, in violation of section 6103. In Case No. 07-O-12603, during 2007, Respondent engaged in the unauthorized practice of law during his representation of his client, Forrest Collins, in violation of Business and Professions Code sections 6068(a), 6125 and 6126; did not disclose that he was not entitled to practice law to the opposing party and his counsel and on Respondent's website, in violation of section 6106; and failed to obey the court's order suspending him from the practice of law by engaging in the unauthorized practice of law, in violation of section 6103. In Case No. 08-O-11999, during 2007 and 2008, Respondent engaged in the unauthorized practice of law during his representation of his client, Myrna Perasso, in violation of Business and Professions Code sections 6068(a), 6125 and 6126; illegally collected legal fees from Perasso when he was not entitled to practice law, in violation of rule 4-200(A); did not disclose to Perasso, her daughter, or opposing counsel that he was suspended from the practice of law when he discussed the matter with them, and falsely told Perasso that his license was "up to par," in violation of section 6106; failed to obey the court's

order suspending him from the practice of law by engaging in the unauthorized practice of law, in violation of section 6103; and failed to cooperate in the State Bar's investigation of Perasso's complaint, in violation of section 6068(i).

- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct. Respondent has done nothing constructive, either during the pendency of these matters or during the period of time subsequent to his tendering of his resignation to date, to make restitution to any of these clients victimized by his 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. These ten pending matters evidence a pervasive pattern of misconduct and multiple acts of egregious wrongdoing which in their totality, merits disbarment.
- (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. Respondent has cooperated with the State Bar since the filing of these consolidated Notices of Disciplinary Charges.
- (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.

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- (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: Disbarment.

E. Additional Requirements:

- (1) **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.
- (2) **Restitution:** Respondent must make restitution to _____ in the amount of \$ _____ plus 10 percent interest per year from _____. If the Client Security Fund has reimbursed _____ for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than _____ days from the effective date of the Supreme Court order in this case.
- (3) **Other:** It is recommended that Respondent David M. Robinson make restitution to Marsha Roberts in the amount of \$2000.00 plus 10% interest per annum from March 10, 2007, (or to the Client Security Fund to the extent of any payment from the fund to Marsha Roberts, plus interest and costs, in accordance with Business and Professions Code section 6140.5), and furnish satisfactory proof thereof to the State Bar's Office of Probation. Any restitution owed to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivision (c) and (d).

It is recommended that Respondent David M. Robinson make restitution to Rain Chandler in the amount of \$687.50 plus 10% interest per annum from April 13, 2005, (or to the Client Security Fund to the extent of any payment from the fund to Rain Chandler, plus interest and costs, in accordance with Business and Professions Code section 6140.5), and furnish satisfactory proof thereof to the State Bar's Office of Probation. Any restitution owed to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivision (c) and (d).

It is recommended that Respondent David M. Robinson make restitution to Myrna Perasso in the amount of \$5,000.00 plus 10% interest per annum from May 17, 2007, (or to the Client Security Fund to the extent of any payment from the fund to Myrna Perasso, plus interest and costs, in accordance with Business and Professions Code section 6140.5), and furnish satisfactory proof thereof to the State Bar's Office of Probation. Any restitution owed to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivision (c) and (d).

It is recommended that Respondent David M. Robinson make restitution to Everado Casillas in the amount of \$6,801.30 plus 10% interest per annum from April 10, 2008, (or to the Client Security Fund to the extent of any payment from the fund to Everado Casillas, plus interest and costs, in accordance with Business and Professions Code section 6140.5), and furnish satisfactory proof thereof to the State Bar's Office of Probation. Any restitution owed to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivision (c) and (d).

It is recommended that Respondent David M. Robinson make restitution to DRM Investments in the amount of \$226,000. plus 10% interest per annum from March 27, 2006, (or to the Client Security Fund to the extent of any payment from the fund to DRM Investments, plus interest and costs, in accordance with Business and Professions Code section 6140.5), and furnish satisfactory proof thereof to the State Bar's Office of Probation. Any restitution owed to the Client Security

Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivision (c) and (d).

It is recommended that Respondent David M. Robinson make restitution to Hadar Ziv and Jennifer Ziv in the amount of \$12,119.13 plus 10% interest per annum from August 8, 2008, (or to the Client Security Fund to the extent of any payment from the fund to Hadar Ziv and Jennifer Ziv, plus interest and costs, in accordance with Business and Professions Code section 6140.5), and furnish satisfactory proof thereof to the State Bar's Office of Probation. Any restitution owed to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivision (c) and (d).

It is recommended that Respondent David M. Robinson make restitution to Avishai Shraga as designated agent for Trifish Finance Inc., in the amount of \$3,067.56 plus 10% interest per annum from July 15, 2008, (or to the Client Security Fund to the extent of any payment from the fund to Avishai Shraga as designated agent for Trifish Finance Inc., plus interest and costs, in accordance with Business and Professions Code section 6140.5), and furnish satisfactory proof thereof to the State Bar's Office of Probation. Any restitution owed to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivision (c) and (d).

It is recommended that Respondent David M. Robinson make restitution to Katherine Seals and Hershel Seals in the amount of \$11,490.52 plus 10% interest per annum from June 20, 2008, (or to the Client Security Fund to the extent of any payment from the fund to Katherine Seals and Hershel Seals, plus interest and costs, in accordance with Business and Professions Code section 6140.5), and furnish satisfactory proof thereof to the State Bar's Office of Probation. Any restitution owed to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivision (c) and (d).

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Attachment language (if any):

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: David M. Robinson

CASE NUMBER(S): Case Nos. 07-O-12331, 07-O-12603,
08-O-10674, 08-O-10693, 08-O-11999,
08-O-14201, 08-O-14889, 09-O-10223,
09-O-10230, 09-O-12663

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 culpability of the statutes and/or Rules of Professional Conduct specified herein.

Case No. 07-O-12331 (Complainant: Roberts)

Facts

1. On January 24, 2007, Marsha Roberts ("Roberts") met with Respondent at a restaurant to discuss whether Respondent would represent her in a dispute with her homeowner's association over water damage to her condominium caused by a leak from her neighbor's unit. Respondent agreed to represent Roberts and informed her that he would send letters of representation to the insurance companies involved, to the homeowner's association and to her neighbor.
2. On January 25, 2007, Roberts paid \$2,000 to Respondent as an advance fee. Respondent did not provide a written fee agreement to Robinson for the representation. Roberts provided documents to Respondent supporting the property damage. Respondent agreed to visit Robert's condominium on January 27, 2007, when the insurance adjustors were present.
3. On January 26, 2007, Roberts left several telephone messages for Respondent to confirm that he would be visiting her condominium on January 27, 2007. Respondent did not respond to Roberts's messages.

4. On January 26, 2007, Roberts faxed a letter to Respondent. In the letter, Roberts requested that she be informed of the name and cell phone number for the attorney who would be visiting her condominium. Respondent received the letter, but Roberts did not receive a response to her letter.

5. On January 27, 2007, Respondent's associate, Manee Pazargad ("Pazargad"), visited Roberts at her condominium.

6. On February 9, 2007, Roberts faxed a letter to Respondent. In the letter, Roberts terminated Respondent's employment and requested that he return the documents she provided to Respondent supporting the property damage. Respondent received the letter.

7. Respondent did not respond to Robert's February 9, 2007 letter and did not return the original documents she provided to Respondent supporting the property damage.

8. On March 12, 2007, Roberts mailed a letter, dated March 10, 2007, to Respondent via certified mail, return receipt requested. In the letter, Roberts stated that she had not received her documents or a response to her February 9, 2007 letter. Respondent received the certified letter on March 14, 2007. Respondent did not respond to the certified letter and did not return the original documents she provided to Respondent supporting the property damage.

9. On June 7, 2007, the State Bar of California received a complaint from Roberts against Respondent alleging among other things that Respondent failed to return her original documents to her.

10. On June 28, 2007, a State Bar investigator sent a letter to Respondent's counsel regarding Roberts's complaint, including her complaint that Respondent failed to return her original documents to her.

11. On July 12, 2007, Respondent's counsel called the investigator and requested an extension to respond to Roberts's complaint on his behalf. Respondent's counsel further declined to respond to Roberts's complaint on Respondent's behalf until the investigator sent him a letter regarding another investigation pending against Respondent. The State Bar investigator granted an extension to July 27, 2007 for Respondent to respond to Roberts's complaint.

12. On July 25, 2007, the State Bar received a response to Roberts's complaint from Respondent's counsel on behalf of Respondent with copies of the documents Roberts had provided to

Respondent. With the response, Respondent's counsel provided a copy of a letter, dated February 12, 2007, purportedly sent by Respondent to Roberts in response to her February 9, 2007 letter; and a copy of a letter, dated March 5, 2007, purportedly sent to Roberts, which indicated that Respondent was returning Robert's original file with the letter. Roberts did not receive the February 12 or March 5, 2007 letters or the original documents she provided to Respondent supporting the property damage.

13. On February 2, 2007, Respondent sent an invoice to Roberts, dated February 1, 2007, indicating that that three and one-half hours of services were performed on her behalf at \$250 per hour, or three hours for a January 27, 2007 meeting with Roberts at her home for an inspection, and one-half hour for a phone call from Roberts on January 28, 2007. The invoice further reflected that a credit of \$1,125 remained from the \$2,000 advance fee paid.

14. Roberts did not place the purported one-half hour phone call to Respondent's office on January 28, 2007, but Pazargad telephoned Roberts on that day and asked her if a dishwasher repairman had visited her.

15. In Roberts's February 9, 2007 letter, she requested that Respondent refund \$1,125 by February 12, 2007. Respondent did not provide any refund.

16. In Roberts's certified letter dated March 10, 2007, she requested a full refund of the \$2,000 advance fee paid.

17. With the July 25, 2007 response to the State Bar investigator, Respondent's counsel provided an invoice, dated February 28, 2007, which was purportedly sent with the March 5, 2007 letter to Roberts. In the invoice, Respondent represented that he performed four and one-quarter hours of services for Roberts at \$300 per hour, or one and three-quarter hours of legal research on February 2, 2007 and two and one-half hours of legal research on February 6, 2007. The invoice further reflected that a \$150 balance was due from Respondent. However, Respondent did not produce with his response any evidence supporting the legal research he purportedly performed on behalf of Roberts.

18. With the July 25, 2007 response to the State Bar investigator, Respondent's counsel provided a fee agreement, dated January 25, 2007, purportedly provided by Respondent to Roberts indicating that Respondent's fees for the representation were \$300 per hour for partner time and \$225 to \$250 per hour for associate time.

19. Roberts did not receive the February 28, 2007 invoice, or any invoice dated after February 28, 2007, from Respondent. Roberts did not receive the January 25, 2007 fee agreement and had not executed the agreement.

20. Roberts did not receive any legal research from Respondent, and as such, any legal research performed by Respondent for Roberts, if any, was of no benefit to Roberts.

21. Respondent did not refund any of the \$2,000 to Roberts of which at least \$1,125 was unearned.

Case No. 07-O-12331

Conclusions of Law

22. By not returning the original documents she provided to Respondent supporting the property damage, Respondent willfully failed to release promptly, upon termination of employment, to the client, at the request of the client, all the client's papers and property, in violation of Rules of Professional Conduct, rule 3-700(D)(1).

23. By not refunding any of the \$2,000 to Roberts, Respondent willfully failed to refund promptly any part of a fee paid in advance that had not been earned, in violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 07-O-12603 (Complainant: SBI)

Facts:

1. On January 20, 2006, the California Supreme Court filed an order, S138795, in *In re David M. Robinson on Discipline*, regarding State Bar Court case number 04-O-13011. In the order, the California Supreme Court suspended Respondent from the practice of law in California for six months, stayed execution of the suspension, and placed Respondent on probation for two years with conditions. Further, Respondent was ordered by the California Supreme Court to take and pass the Multistate Professional Responsibility Examination ("MPRE") within one year after the effective date of the order. The effective date of the order was February 19, 2006. On or about January 20, 2006, the clerk of the California Supreme Court served Respondent with a copy of the order. Respondent received the order.

2. On March 12, 2007, the State Bar Court Review Dept issued an order, S138795, suspending Respondent from the practice of law in California, effective April 2, 2007, because Respondent had not passed the MPRE within the time prescribed by the California Supreme Court's order filed January 20, 2006. On March 12, 2007, a State Bar Court Case Administrator served Respondent with a copy of the order by mail at his membership records address of Robinson & Schmidt, 12121 Wilshire Blvd., Suite 1201, Los Angeles, CA 90025 (the "membership records address"). Respondent received the order. Respondent remained suspended because of the order until December 12, 2007.

3. On April 16, 2007, Respondent's office served a document entitled, "Amended Notice of Deposition and Production of Documents for Tom Flesch," on opposing counsel in a matter pending in the Los Angeles County Superior Court entitled, *Forrest Collins v. Tom Flesch*, case number BC358600 (the "action"). The document was executed by Respondent's associate, Manee Pazargad ("Pazargad"), but identified Respondent as an attorney for plaintiff, when Respondent was not entitled to practice law in California.

4. On April 19, 2007, Respondent faxed a letter to the Office of Probation of the State Bar of California ("Probation") in connection with his disciplinary probation. The letter was on Respondent's letterhead styled, "Robinson & Schmidt Attorneys at Law," when he was not entitled to practice law in California. Respondent had not signed the letter.

5. On April 19, 2007, Respondent appeared at the deposition of Tom Flesch ("Flesch") in the action with Pazargad, and provided legal representation for his client, Forrest Collins ("Collins"), during the deposition when he was not entitled to practice in California.

6. On April 20, 2007, Respondent faxed a letter to Probation in connection with his disciplinary probation. The letter was on Respondent's letterhead styled, "Robinson & Schmidt Attorneys at Law," when he was not entitled to practice law in California. Respondent also signed the letter as "David M. Robinson, Esq."

7. On May 7, 2007, Respondent faxed two letters and two declarations to Probation in connection with his disciplinary probation. The letters were on Respondent's letterhead styled, "Robinson & Schmidt Attorneys at Law," when he was not entitled to practice law in California.

Respondent also signed the letters and executed the declarations under penalty of perjury as “David M. Robinson, Esq.”

8. On May 7, 2007, when he was not entitled to practice law in California, Respondent contacted opposing counsel about continuing the trial set in the action on August 15, 2007 on the ground that Respondent had family commitments which conflicted with the trial date. Opposing counsel agreed to continue the trial to early October 2007. On May 7, 2007, Respondent sent a letter to opposing counsel confirming the agreement on Respondent’s letterhead styled, “Robinson & Schmidt Attorneys at Law,” when he was not entitled to practice law in California. Respondent also signed the letter as “David M. Robinson, Esq.”

9. On May 11, 2007, Pazargad submitted a stipulation to continue the trial in the action to the court. In the stipulation, Pazargad stated as one of the grounds for the continuance, “David Robinson’s (counsel for Plaintiff and Cross-Defendant COLLINS) wife is due to give birth to a child on August 22, 2007.”

10. On May 16, 2007, the court faxed a letter to Pazargad regarding the stipulation. In the letter, the court stated, “Inasmuch as the State Bar website shows that Mr. Robinson is not eligible to practice law, the court is confused regarding the relevance of Mr. Robinson’s family situation. Counsel for the parties are invited to appear in this Department at 8:30 a.m. on May 30, 2007 to explain.”

11. On May 30, 2007, the court held a hearing regarding the stipulation. Pazargad appeared on behalf of Collins. While Respondent was present in court for the hearing, he did not formally appear at that time and did not notify the court that he was present at the hearing when the court inquired about his whereabouts. The court denied the request to continue the trial.

12. On June 5 and 6, 2007, Respondent’s office served a document entitled, “Request for Designation of Expert Witnesses,” on opposing counsel in the action. The document was executed by Pazargad, but identified Respondent as an attorney for plaintiff, when Respondent was not entitled to practice law in California.

13. On June 11, 2007, Respondent served a document entitled, “Notice of Association of Counsel,” on opposing counsel in the action and filed the document with the court in the action. The

document was executed by Pazargad, but identified Respondent as an attorney for plaintiff, when Respondent was not entitled to practice law in California.

14. On July 9, 2007, Respondent faxed a letter to Probation in connection with his disciplinary probation. The letter was on Respondent's letterhead styled, "Robinson & Schmidt Attorneys at Law," when he was not entitled to practice law in California. Respondent also signed the letter as "David M. Robinson, Esq."

15. As of November 26, 2007, Respondent's website, www.robinsonschmidt.com, identified Respondent as an attorney and did not reflect that he was not entitled to practice law at that time.

16. At no time did Respondent disclose the material fact to opposing counsel and Flesch that he was not entitled to practice law in California on April 16 and 19, 2007, May 7, 2007, and June 5, 6, and 11, 2007.

17. Respondent did not disclose the material fact on his website that he was not entitled to practice law on November 26, 2007.

Case No. 07-O-12603

Conclusions of Law

18. By sending the letters, documents and declarations on April 16, 19, and 20, 2007, May 7 and 11, 2007, June 11, 2007, and July 9, 2007; by contacting opposing counsel to request a continuance of the trial on May 7, 2007; by performing the legal services for Collins on April 19, 2007; and by maintaining his website on November 26, 2007, Respondent held himself out as entitled to practice law and violated Business and Professions Code sections 6125 and 6126 ("sections 6125 and 6126"). By violating sections 6125 and 6126, Respondent wilfully failed to support the laws of this state, and in so doing violated Business and Professions Code section 6068(a).

19. By concealing a material fact from opposing counsel and on his website concerning his entitlement to practice law, Respondent wilfully committed acts involving moral turpitude, dishonesty or corruption, in violation of Business and Professions Code section 6106.

20. By sending the letters, documents and declarations on April 16, 19, and 20, 2007, May 7 and 11, 2007, June 11, 2007, and July 9, 2007; by contacting opposing counsel to request a continuance of the trial on May 7, 2007; by performing the legal services for Collins on April 19, 2007; and by maintaining his website on November 26, 2007, and thereby engaging in the unauthorized practice of

law, Respondent wilfully disobeyed and violated a court order, S138795, filed on March 12, 2007, requiring him to forbear an act connected with or in the course of Respondent's profession which he ought in good faith to have forborne, in violation of Business and Professions Code section 6103.

Case No. 08-O-10674 (Complainant: SBI)

Facts

1. On November 15, 2007, the California Supreme Court filed an order, S156264, in *In re David M. Robinson on Discipline*, regarding State Bar Court case numbers 05-O-02139,
2. 05-O-03683, and 07-O-11682. In the order, the California Supreme Court suspended Respondent from the practice of law in California for one year, stayed execution of the suspension, and placed Respondent on probation for three years with conditions, including the condition that he be actually suspended for 75 days. The effective date of the order was December 15, 2007. On or about November 15, 2007, the clerk of the California Supreme Court served Respondent with a copy of the order. Respondent received the order. Respondent remained suspended because of the order until February 28, 2008.
3. On December 7, 2007, Dr. K. Renee Roberts ("Roberts") contacted Respondent for a consultation about filing an action against her employer. While Respondent was not entitled to practice law in California by order S138795 issued on March 12, 2007, Respondent discussed the facts and merits of her matter with Respondent for approximately 28 minutes. Respondent agreed to represent Roberts, and Roberts met with Respondent on December 10, 2007, while he was not entitled to practice law in California by order S138795 issued on March 12, 2007, to discuss her matter.
4. On December 12, 2007, Respondent's suspension under order S138795 was terminated and he returned to active status with the State Bar of California.
5. On December 12 and 14, 2007, Roberts had several conversations with Respondent about her matter.
6. On December 18, 2007 and January 3, 9, 10, 15, 18, 21, 23, and 25, 2008, Roberts had conversations with Respondent regarding the representation, when Respondent was not entitled to practice law in California by order S156264. During the conversations, Roberts discussed the facts and merits of her case with Respondent and Respondent provided legal advice to Roberts.

7. By having the conversations with Roberts on December 7 and 18, 2007 and January 3, 9, 10, 15, 18, 21, 23, and 25, 2008, Respondent held himself out as entitled to practice law and engaged in the practice of law, and violated Business and Professions Code sections 6125 and 6126 (“sections 6125 and 6126”)

8. At no time did Respondent disclose the material fact to Roberts that he was not entitled to practice law in California when he had conversations with Roberts about her matter on December 7 and 18, 2007 and January 3, 9, 10, 15, 18, 21, 23, and 25, 2008.

Conclusions of Law

9. By having the conversations with Roberts on December 7 and 18, 2007 and January 3, 9, 10, 15, 18, 21, 23, and 25, 2008, Respondent held himself out as entitled to practice law and engaged in the practice of law, and violated Business and Professions Code sections 6125 and 6126 (“sections 6125 and 6126”), in violation of Business and Professions Code section 6068(a).

10. By concealing a material fact from Roberts on December 7 and 18, 2007 and January 3, 9, 10, 15, 18, 21, 23, and 25, 2008, Respondent wilfully committed acts involving moral turpitude, dishonesty or corruption, in violation of Business and Professions Code section 6106.

11. By having the conversation with Roberts on December 7, 2007, and thereby engaging in the unauthorized practice of law, Respondent wilfully disobeyed and violated a court order, S138795 issued on March 12, 2007, requiring him to forbear an act connected with or in the course of Respondent's profession which he ought in good faith to have forborne, in violation of Business and Professions Code section 6103.

12. By having the conversations with Roberts on December 18, 2007 and January 3, 9, 10, 15, 18, 21, 23, and 25, 2008, and thereby engaging in the unauthorized practice of law, Respondent wilfully disobeyed and violated a court order, S156264, issued on November 15, 2007, requiring him to forbear an act connected with or in the course of Respondent's profession which he ought in good faith to have forborne, in violation of Business and Professions Code section 6103.

Case No. 08-O-10693 (Complainant: Chandler)

Facts:

1. Beginning on or about August 27, 2003, Respondent represented Rain Chandler (“Chandler”) in a personal injury action pending in the Los Angeles County Superior Court entitled, *Rain Chandler v. Ray Biknuis*, case number SC073157.
2. In October 2003, Respondent settled Chandler’s claims for \$500. Respondent agreed to waive his fee, but not his costs incurred in the case, or \$36.30.
3. In July 2004, Respondent received a settlement check on behalf of Chandler in payment of his claims. On July 15, 2004, Respondent informed Chandler of his receipt of the check and that the check was made payable to Respondent, Chandler and Chandler’s three prior attorneys for her claims.
4. On August 17, 2004, Respondent informed Chandler that two of the three prior attorneys had authorized Respondent to endorse their names on the check, but he was waiting to hear back from the third attorney.
5. On September 3, 2004, Chandler requested Respondent to forward a copy of the settlement check to her and requested that he work toward resolving the disbursement of the check. Respondent did not respond to Chandler’s request or disburse the balance of \$463.70 to Chandler (\$500 less \$36.30). Chandler’s prior attorneys claimed no entitlement to any of the \$500 settlement.
6. On February 22, 2005, Chandler filed a small claims action in Santa Monica against Respondent regarding his failure to disburse the \$500 settlement entitled, *Rain Chandler v. David Robinson*, case number 05A00293.
7. On April 13, 2005, Chandler obtained a judgment against Respondent in the small claims action for \$635.50 as principal and \$52 as costs. Respondent did not pay the judgment.
8. On February 15, 2008, the State Bar of California (“State Bar”) opened an investigation identified as case number 08-O-10693, concerning a complaint submitted against Respondent by Chandler.
9. On June 10, 2008, a State Bar investigator mailed a letter regarding the investigation to Respondent’s counsel at his membership records address. The letter was mailed in a sealed envelope by first class mail, postage prepaid, by depositing for collection by the U.S. Postal Service (“USPS”) in the

ordinary course of business. The letter was not returned to the State Bar by the USPS as undeliverable or for any other reason. Respondent's counsel received the letter.

10. In the June 10, 2008 letter, the investigator requested a written response to the allegations raised by Chandler's complaint by June 25, 2008. Respondent and Respondent's counsel did not provide a written response to the June 10, 2008 letter.

11. On July 15, 2008, the State Bar investigator mailed another letter regarding the investigation, with a copy of his June 10, 2008 letter, to Respondent's counsel at his membership records address. The letter was mailed in a sealed envelope by first class mail, postage prepaid, by depositing for collection by the USPS in the ordinary course of business. The letter was not returned to the State Bar by the USPS as undeliverable or for any other reason. Respondent's counsel received the letter.

12. In the July 15, 2008 letter, the investigator requested a written response to allegations raised by Chandler's complaint by July 29, 2008. Respondent and Respondent's counsel did not provide a written response the investigator's June 10 or July 15, 2008 letter.

Conclusions of Law

13. By not disbursing at least \$463.70 to Chandler, Respondent wilfully failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client was entitled to receive, in violation of Rules of Professional Conduct rule 4-100(B)(4).

14. By not providing a written response to the allegations raised in the investigators' letters of June 10 and July 15, 2008, Respondent wilfully failed to cooperate and participate in a disciplinary investigation pending against Respondent, in violation of Business and Professions Code section 6068(a).

Case No. 08-O-11999 (Complainant: Perasso)

Facts:

1. On May 9, 2007, when Respondent was not entitled to practice law in California, Myrna Perasso ("Perasso") consulted with Respondent about representing her in a property dispute against her ex-husband. Perasso discussed the merits of her claims against her ex-husband with Respondent. Respondent reviewed documents provided by Perasso and opined that her claims had merit. Respondent

presented Perasso with his business card identifying him as an attorney at law and offered to accept the representation for \$5,000, but Perasso declined Respondent's representation at that time.

2. On May 17, 2007, when Respondent was not entitled to practice law in California, Respondent met with Perasso again to return the documents provided by Perasso and to ask Perasso to hire him. Perasso agreed to employ Respondent for her property dispute and advanced \$5,000 to Respondent as an advance fee for the representation.

3. On June 4, 2007, when Respondent was not entitled to practice law in California, Respondent sent a letter to Perasso on his letterhead styled, "Robinson & Schmidt Attorneys at Law," and signed as "David M. Robinson, Esq." . With the letter, Respondent enclosed his invoice, dated June 1, 2007, for two hours of legal services rendered for her at \$300 per hour on May 17, 2007.

4. On July 10, 2007, Perasso asked Respondent to use her daughter, Carrie, as the primary contact during the representation.

5. On July 25, 2007, when Respondent was not entitled to practice law in California, Respondent discussed Perasso's and her ex-husband's positions regarding the property dispute with opposing counsel, Robert Miller ("Miller").

6. On July 27, 2007, when Respondent was not entitled to practice law in California Respondent sent an e-mail to Carrie about his discussion with Miller and about the status of Perasso's matter.

7. On or July 27, 2007, when Respondent was not entitled to practice law in California, Respondent's sent a letter to Perasso on his letterhead styled, "Robinson & Schmidt Attorneys at Law," and signed the letter as "David M. Robinson, Esq." In the letter, Respondent discussed the status of Perasso's matter.

8. On August 2, 2007, Respondent's employee sent a letter to Perasso on his letterhead styled, "Robinson & Schmidt Attorneys at Law," and signed the letter on his behalf as "David M. Robinson, Esq," when Respondent was not entitled to practice law in California. With the letter, Respondent's employee enclosed Respondent's invoice, dated July 31, 2007, for six hours of legal services rendered by him at \$300 per hour on July 17, 20, 25, and 27, 2007 and for one and three-quarter hours of legal services rendered by his attorney associate at \$250 per hour on July 27, 2007.

9. On January 3, 2008, Respondent's employee sent a letter to Perasso on his letterhead styled, "Robinson & Schmidt Attorneys at Law," and signed the letter on his behalf as "David M. Robinson, Esq.," when Respondent was not entitled to practice law in California. With the letter, Respondent's employee enclosed Respondent's invoice, dated January 2, 2008, reflecting a balance or credit of \$1,175.

10. On February 20, 2008, when Respondent was not entitled to practice law in California, Respondent sent a letter to Perasso on his letterhead styled, "Robinson & Schmidt Attorneys at Law," and signed the letter as "David M. Robinson, Esq." With the letter, Respondent's enclosed a refund check to Perasso for \$5,241.01.

11. At no time did Respondent disclose the material fact to Perasso, Miller or Carrie that he was not entitled to practice law in California when he had communications with Perasso on May 9 and 17, 2007, June 4, 2007, July 27, 2007, August 2, 2007, January 3, 2008 and February 20, 2008; with Miller on July 25, 2007; and with Carrie on July 27, 2007.

12. On December 21, 2007, Perasso contacted Respondent about the status of his license to practice law in California. Respondent told Perasso that his license was "up to par," but he could not go into court, and that he had lost a document for updating his license, but did not disclose the material fact that he had not been entitled to practice law between May 9 and December 12, 2007 and between December 15 and 21, 2007.

13. On May 12, 2008, the State Bar of California ("State Bar") opened an investigation identified as case number 08-O-11999, concerning a complaint submitted against Respondent by Perasso.

14. On July 10, 2008, a State Bar investigator mailed a letter regarding the investigation to Respondent's counsel at his membership records address. The letter was mailed in a sealed envelope by first class mail, postage prepaid, by depositing for collection by the U.S. Postal Service ("USPS") in the ordinary course of business. The letter was not returned to the State Bar by the USPS as undeliverable or for any other reason. Respondent's counsel received the letter.

15. In the July 10, 2008 letter, the investigator requested a written response to the allegations raised by Perasso's complaint by July 25, 2008. Respondent and Respondent's counsel did not provide a written response to the July 10, 2008 letter.

16. On August 7, 2008, the State Bar investigator mailed another letter regarding the investigation, with a copy of his July 10, 2008 letter, to Respondent's counsel at his membership records address. The letter was mailed in a sealed envelope by first class mail, postage prepaid, by depositing for collection by the USPS in the ordinary course of business. The letter was not returned to the State Bar by the USPS as undeliverable or for any other reason. Respondent's counsel received the letter.

17. In the August 7, 2008 letter, the investigator requested a written response to allegations raised by Perasso's complaint by August 21, 2008. Respondent and Respondent's counsel did not provide a written response to the investigator's July 10 or August 7, 2008 letters.

Conclusions of Law

18. By having the communications with Perasso on May 9 and 17, 2007, June 4, 2007, July 27, 2007, August 2, 2007, January 3, 2008 and February 20, 2008; with Miller on July 25, 2007; and with Carrie on July 27, 2007, and by providing the legal services for Perasso as reflected in his invoices, Respondent held himself out as entitled to practice law and engaged in

19. The practice of law, and violated Business and Professions Code sections 6125 and 6126 ("sections 6125 and 6126"). By violating sections 6125 and 6126, Respondent wilfully failed to support the laws of this state in violation of Business and professions Code section 6068(a).

20. By charging and collecting the \$5,000 advance fee from Perasso on May 17, 2007 and billing Perasso against the advance fee on or about June 4 and August 2, 2007, when he was not entitled to practice law in California, Respondent wilfully entered into an agreement for, charged, and collected an illegal fee, in violation of Rules of Professional conduct rule 4-200(A).

21. By concealing a material fact from Perasso, Miller, and Carrie, and by collecting an illegal fee from Perasso, Respondent wilfully committed acts involving moral turpitude, dishonesty or corruption, in violation of Business and Professions Code section 6106.

22. By having the communications with Perasso on May 9 and 17, 2007, June 4, 2007, July 27, 2007, and August 2, 2007, January 3, 2008 and February 20, 2008; with Miller on July 25, 2007;

and with Carrie on July 27, 2007, and by performing the legal services for Perasso as reflected in his invoices, and thereby engaging in the unauthorized practice of law, Respondent wilfully disobeyed and violated a court order, S138795 issued on March 12, 2007, requiring him to forbear an act connected with or in the course of Respondent's profession which he ought in good faith to have forborne. By having the conversations with Perasso on January 3 and February 20, 2008, and thereby engaging in the unauthorized practice of law, Respondent wilfully disobeyed and violated a court order, S156264, issued on November 15, 2007, requiring him to forbear an act connected with or in the course of Respondent's profession which he ought in good faith to have forborne, in violation of Business and Professions Code section 6103.

23. By not providing a written response to the allegations raised in the investigators' letters of June 10 and July 15, 2008, Respondent wilfully failed to cooperate and participate in a disciplinary investigation pending against Respondent, in violation of Business and Professions code section 6068(i).

Case No. 08-O-14021 (Complainant: Casillas)

Facts:

15. On February 24, 2008, while Respondent was not entitled to practice law in California, Respondent met with Everardo Casillas ("Casillas") at Casillas's home to discuss whether Respondent would represent him in a claim against Farmers Insurance ("Farmers") for fire damage to his home. On or about February 24, 2008, Casillas employed Respondent to represent him in his claim against Farmers.

16. On February 28, 2008, Respondent's associate, Linda MacAllister ("MacAllister"), sent a letter of representation to Farmers on behalf of Casillas.

17. In March 2008, Respondent settled Casillas's claim with Farmers.

18. On April 10, 2008, Respondent deposited two settlement drafts from Farmers, for \$7,282.05 and \$4,053.53, payable to Casillas and Respondent's law firm, into his client trust account at Wells Fargo Bank, account number xxxxxx5012 (the "CTA").¹

19. On May 22, 2008, MacAllister sent a letter to Casillas. In the letter, MacAllister stated that Respondent's office had received the two settlement drafts and that Casillas would net \$6,801.30 from the settlement proceeds.

¹ The full account number is omitted for privacy purposes.

20. On April 21, 2008, the balance in the CTA fell to \$240.60, or \$6,560.70 below the \$6,801.30 that should have remained in the CTA on behalf of Casillas.

21. On April 25, 2008, the balance in the CTA fell to \$40.60, or \$6,760.70 below the \$6,801.30 that should have remained in the CTA on behalf of Casillas.

22. Between May 12 and June 30, 2008, the balance in the CTA repeatedly fell below the \$6,801.30, including to a low of \$18.21 on May 23, 2008, or \$6,783.09 below the \$6,801.30 that should have remained in the CTA on behalf of Casillas.

23. Between September 5 and December 12, 2008, Casillas made numerous requests for the disbursement of his portion of the settlement proceeds in telephone messages left for Respondent and during conversations with Respondent.

24. Respondent did not disburse \$6,801.30 to Casillas.

25. On or about September 29, 2008, the State Bar of California ("State Bar") opened an investigation identified as case number 08-O-14021, concerning a complaint submitted against Respondent by Casillas.

26. On March 3, 2009, a State Bar investigator mailed a letter regarding the investigation to Respondent at his membership records address of 12100 Wilshire Blvd., 8th Floor, Los Angeles, CA 90025 (the "membership records address"). The letter was mailed in a sealed envelope by first class mail, postage prepaid, by depositing for collection by the U.S. Postal Service ("USPS") in the ordinary course of business. The letter was not returned to the State Bar by the USPS as undeliverable or for any other reason. Respondent received the letter.

27. In the March 3, 2009 letter, the investigator requested a written response to the allegations raised by Casillas's complaint by March 18, 2009. Respondent did not provide a written response to the March 3, 2009 letter.

28. On March 30, 2009, the State Bar investigator mailed another letter regarding the investigation, with a copy of his March 3, 2009 letter, to Respondent at the membership records address. The letter was mailed in a sealed envelope by first class mail, postage prepaid, by depositing for collection by the USPS in the ordinary course of business. The letter was not returned to the State Bar by the USPS as undeliverable or for any other reason. Respondent received the letter.

29. In the March 30, 2009 letter, the investigator requested a written response to allegations raised by Casillas's complaint by April 15, 2009. Respondent did not provide a written response the investigator's March 3 or 30, 2009 letters.

Conclusions of Law:

30. By not maintaining at least \$6,801.30 in the CTA on behalf of Casillas from April 21 to June 30, 2008, Respondent wilfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in violation of Rules of Professional Conduct rule 4-100(A).

31. By not disbursing \$6,801.30 to Casillas, Respondent wilfully failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive, in violation of Rules of Professional Conduct rule 4-100(B)(4).

32. By misappropriating Casillas's funds, Respondent wilfully committed an act involving moral turpitude, dishonesty and corruption, in violation of Business and Professions Code section 6106.

33. By not providing a written response to the allegations raised in the investigators' letters of March 3 and 30, 2009, Respondent wilfully failed to cooperate and participate in a disciplinary investigation pending against Respondent, in violation of Business and Professions code section 6068(i).

Case No. 08-O-14889 (Complainant: McLaen)

Facts:

1. In February 2006, DRM Investments" ("DRM"), through Daniel McLaen ("McLaen"), R. McLaen of Innovative Property Solutions, Inc. ("Innovative"), and Sandra Citron, employed Respondent to provide legal representation to DRM. In connection with the representation, McLaen, DRM and Innovative collectively forwarded \$226,000 to Respondent to purchase real property in Florida. Respondent agreed to maintain the \$226,000 in an interest-bearing trust account on behalf of DRM.

2. On March 27, 2006, Respondent deposited the \$226,000 into an interest-bearing account at Wells Fargo Bank held in the name of "Robinson and Schmidt Hallendale Savings" (the "Hallendale account"). The Hallendale account was not labeled as a trust account and was not a trust account.

3. Beginning in August 2006, Respondent withdrew funds from the Hallendale account for purposes unrelated to DRM without DRM's knowledge or consent, and redeposited some of the funds back into the Hallendale account at times. By December 31, 2006, the balance in the Hallendale account

fell to \$686.78 and by April 30, 2007, the balance in the account was negative \$2.68. By April 30, 2007, Respondent intentionally misappropriated \$226,000 belonging to DRM.

4. Approximately six months after the \$226,000 was placed under Respondent's control, DRM decided not to purchase real property in Florida. Shortly thereafter, Respondent approached DRM about the possibility of investing the money in Alabama. DRM agreed to work with Respondent on the alternative investment in Alabama.

5. In June and November 2007, Respondent sent correspondence to DRM. In the correspondence, Respondent misrepresented that he was holding over \$230,000 for DRM, when the balance in the Hallendale account during those months was \$71.34 and negative \$19.99,

6. Respectively. Respondent made the misrepresentations with the intent to conceal his misappropriation of DRM's funds.

7. In September 2008, DRM notified Respondent that it no longer wished to invest the funds in Alabama and DRM requested the return of the \$226,000.

8. In September 2008, Respondent fraudulently concealed his misappropriation of the funds from DRM by providing bank statements which he had fabricated to falsely reflect that the funds remained in the Hallendale account; and by providing a wire transfer receipt which he fabricated to falsely reflect that he had returned the funds to DRM.

9. To date, Respondent has not returned any of the \$226,000 or any of the interest earned on the funds to DRM.

Conclusions of Law

10. By depositing the \$226,000 in the Hallendale account, Respondent wilfully failed to deposit funds received for the benefit of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in violation of Rules of Professional Conduct rule 4-100(A).

11. By intentionally misappropriating \$226,000 belonging to DRM, Respondent wilfully committed an act involving moral turpitude, dishonesty or corruption, in violation of Business and Professions Code section 6106.

12. By making the misrepresentations to DRM and by fraudulently concealing his misappropriation of DRM's funds, Respondent wilfully committed acts involving moral turpitude, dishonesty or corruption, in violation of Business and Professions Code section 6106.

13. By not returning any of the \$226,000 or any of the interest earned on the funds to DRM, Respondent wilfully failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client was entitled to receive, in violation of Rules of Professional Conduct rule 4-100(B)(4).

Case No. 09-O-10223 (Complainant: Ziv)

Facts:

1. At all times herein mentioned, Respondent represented Hadar Ziv and Jennifer Ziv ("the Zivs") in a property damage claim arising from the 2007 California wildfires.
2. The Zivs received written notice from Respondent's office, dated August 29, 2008, that their claim had settled for \$20,198.55, and that their net recovery would be \$12,119.13.
3. On August 8, 2008, two settlement drafts totaling \$20,198.55 (i.e., a \$14,747.67 draft and a \$5,450.88 draft) payable to the Zivs and Respondent were deposited into Respondent's general account at Wells Fargo Bank, account number xxxxxx5038.² The general account was not labeled as a trust account and was not a trust account.
4. On October 30 and December 1, 2008, the Zivs sent Respondent written demands for payment of their portion of the settlement. The demands were not returned as undeliverable.
5. When the Zivs spoke to Respondent on December 5 and 6, 2008, he stated that he would "Fed Ex" them a cashier's check on Monday, December 8, 2008.
6. To date, the Zivs have not received any portion of the \$20,198.55 in settlement funds from Respondent.

Conclusions of Law

7. By depositing the two settlement drafts into the general account, Respondent wilfully failed to deposit funds received for the benefit of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in violation of Rules of Professional Conduct rule 4-100(A).

² The full account number is omitted for privacy purposes.

8. By depositing the two settlement drafts into the general account, Respondent intentionally misappropriated \$12,119.13 belonging to the Zivs. Respondent also did not maintain \$12,119.13 in the general account for the Zivs. Between August 15 and 22, 2008, the balance in the general account fell below \$12,119.13 to \$2,631.76. By intentionally misappropriating \$12,119.13 belonging to the Zivs, Respondent wilfully committed an act involving moral turpitude, dishonesty or corruption, in violation of Business and Professions Code section 6106.

By not releasing at least \$12,119.13 to the Zivs, Respondent wilfully failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client was entitled to receive, in violation of Rules of Professional Conduct rule 4-100(B)(4).

Case No. 09-O-10230 (Complainant: Shraga)

Facts:

1. At all times herein mentioned, Respondent represented Trifish Finance, Inc. ("Trifish") in a matter entitled, *Western Surety Co. v. Automotive Funding Group, Inc., et al.*,
2. Los Angeles County Superior Court case number BC367038 (the "action"). Avishai Shraga ("Shraga") acted as Trifish's designated agent and representative for the action.
3. As part of Respondent's representation of Trifish, he agreed to recover funds from the County of Los Angeles that were interpled in the action. Respondent was entitled to 30% of the amount recovered and Trifish was entitled to 70% of the amount recovered.
4. Respondent informed Shraga, by e-mail dated May 27, 2008, that Respondent would be recovering about \$4,500 on behalf of Trifish.
5. On July 15, 2008, Respondent deposited \$4,382.23 received from the County of Los Angeles on behalf of Trifish into his client trust account at Wells Fargo Bank, account number xxxxxx5012 (the "CTA").³ The balance in the CTA after the deposit was \$6,988.08. From the \$4,382.23, Respondent was entitled to 30%, or \$1,314.67, and Trifish was entitled to 70%, or \$3,067.56.
6. On August 1, 2008, the balance in the CTA fell to \$138.11, without any disbursement to Trifish, after Respondent transferred \$5,000 from the CTA to his business checking account on August

³ The full account number is omitted for privacy purposes.

1, 2008. Without any disbursement to Trifish, the balance in the CTA continued to fall to \$38.11 on December 15, 2008, and to \$2.11 on January 2, 2009.

7. Respondent did not inform Shraga of his receipt of the \$4,382.23 from the County of Los Angeles on Trifish's behalf.

8. Respondent intentionally misappropriated at least \$3,065.45 (\$3,067.56 - \$2.11) from Trifish.

9. On September 17, October 7, October 30, and November 6, 2008, Shraga sent

10. E-mail to Respondent inquiring about the status of the funds due to Trifish. Respondent did not respond to Shraga's inquiries.

11. In November 2008, Shraga discovered that Respondent had received \$4,382.23 on behalf of Trifish in July 2008 from the County of Los Angeles.

12. Respondent intentionally failed to disclose his receipt of the \$4,382.23 from Shraga and intentionally failed to respond to Shraga's inquiries to conceal his misappropriation of Trifish's portion of the funds.

13. On November 12, 2008, Shraga sent a letter to Respondent via certified mail and fax. In the letter, Shraga requested Trifish's share of the \$4,382.23. The letter was not returned undeliverable.

14. On February 11, 2009, Shraga sent an e-mail to Respondent regarding the funds due to Trifish.

15. On February 13, 2009, Respondent sent Shraga an e-mail. In the e-mail, Respondent stated that he would be sending a check to Shraga by Monday (i.e., February 16, 2009).

16. On February 17, 2009, Shraga sent an e-mail to Respondent. In the e-mail, Shraga informed Respondent that he had not received the check and requested that he send a cashier's check that day. Respondent acknowledged receipt of Shraga's request.

17. To date, Trifish has not received any portion of the \$4,382.23 from Respondent.

Conclusions of Law

18. By not maintaining at least \$3,067.56 in the CTA on behalf of Trifish between August 1, 2008 and January 2, 2009, Respondent wilfully failed to maintain the balance of funds received for the

benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in violation of Rules of Professional Conduct rule 4-100(A).

19. By not informing Shraga of his receipt of the \$4,382.23 on Trifish's behalf, Respondent wilfully failed to notify a client promptly of the receipt of the client's funds, in violation of Rules of Professional conduct rule 4-100(B)(1).

20. By intentionally misappropriating at least \$3,065.45 from Trifish, Respondent wilfully committed an act involving moral turpitude, dishonesty or corruption in violation of Business and Professions code section 6106.

21. By not responding to Shraga's e-mail, Respondent wilfully failed to respond promptly to reasonable status inquiries of a client in violation of Business and Professions code section 6068(m).

22. By intentionally failing to disclose his receipt of the \$4,382.23 to Shraga and by intentionally failing to respond to Shraga's inquiries to conceal his misappropriation of Trifish's portion of the funds, Respondent wilfully committed acts involving moral turpitude, dishonesty or corruption in violation of Business and Professions Code section 6106.

23. By not releasing at least \$3,067.56 to Trifish, Respondent wilfully failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client was entitled to receive in violation of Rules of Professional Conduct rule 4-100(B)(4).

Case No. 09-O-12663 (Complainant: Seals)

Facts:

1. Starting in March 2008, Respondent represented Katherine Seals ("Seals") and her husband, Hershel Seals, in an insurance claim for losses sustained to their personal and real property.
2. In June 2008, Respondent received a \$19,150.87 settlement draft from Civil Service Employees Insurance Group for \$19,150.87 on behalf of the Seals. From these settlement funds, the Seals were entitled to \$11,490.52.
3. On June 20, 2008, Respondent deposited the \$19,150.87 settlement draft into his client trust account at Wells Fargo Bank, account number xxxxxx5012 (the "CTA").⁴

⁴ The full account number is omitted for privacy purposes.

4. Without disbursing any of the settlement funds to Seals, the balance in the CTA fell to \$5,805.85 on June 26, 2008; to \$2,605.85 on July 8, 2008; to \$88.08 on July 18, 2008; to \$38.11 on December 15, 2008; and to \$2.11 on January 2, 2009.

5. In September 2008, Respondent issued a check for \$11,490.52 to Seals, not from the CTA, but from his general account at Wells Fargo Bank, account number xxxxxx5038,⁵ as payment of the Seals's portion of the settlement funds. The check was returned unpaid due to insufficient funds in the general account.

6. Respondent intentionally misappropriated at least \$11,490.52 from the Seals.

7. In January 2009, Seals sent a written demand for her settlement funds to Respondent. The demand was not returned as undeliverable.

8. To date, the Seals have not received any portion of the \$19,150.87 settlement from Respondent.

Conclusions of Law

9. By not maintaining at least \$11,490.52 in the CTA on behalf of the Seals between June 26, 2008 and January 2, 2009, Respondent wilfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in violation of Rules of Professional Conduct rule 4-100(A).

10. By intentionally misappropriating at least \$11,490.52 from the Seals, Respondent wilfully committed an act involving moral turpitude, dishonesty or corruption, in violation of Business and Professions Code section 6106.

11. By not releasing at least \$11,490.52 to the Seals, Respondent wilfully failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client was entitled to receive, in violation of Rules of Professional Conduct rule 4-100(B)(4).

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(7), was March 15, 2011.

⁵ The full account number is omitted for privacy purposes.

AUTHORITIES SUPPORTING DISCIPLINE.

In the instant case, Respondent's disbarment is appropriate. Within these pending ten matters Respondent has misappropriated in excess of \$265,000.00, and is confronted with nine counts of moral turpitude, multiple client trust account abuses, and at least three counts of the unauthorized practice of law. It is anticipated that his pending resignation, will not be accepted by the California Supreme Court.

Standard 2.2(a) provides that "Culpability of a member of willful misappropriation of entrusted funds or property shall result in disbarment. Only if the amount of funds or property misappropriated is insignificantly small or if the most compelling mitigating circumstances clearly predominate, shall disbarment not be imposed. In those latter cases, the discipline shall not be less than a one-year actual suspension, irrespective of mitigating circumstances."

Standard 2.3 provides that "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."

Standard 2.4(a) provides that "Culpability of a member of a pattern of willfully failing to perform services demonstrating the member's abandonment of the causes in which he or she was retained shall result in disbarment."

Standard 2.6 provides that "Culpability of a member of a violation of any of the following provisions of the Business and Professions Code shall result in disbarment or suspension depending on 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:

- (a) Sections 6067 and 6068;
- (b) Sections 6103 through 6105;...
- (d) Sections 6125 and 6126..."

In *Kaplan v. State Bar* (1991) 52 Cal.3d. 1067, Respondent stole \$29,000 in funds belonging to the law partnership of which he was a partner. The court imposed discipline consisting of disbarment. Respondent lied to the State Bar during its investigation and to his partners when they confronted him with his thefts. In mitigation, Respondent had no prior record of discipline and was suffering from extreme stress at the time of the misconduct. However, Respondent failed to show that he had fully recovered from the effects of the stresses. Respondent's acts involved intentional dishonesty and concealment and was designed to defraud his partners. In aggravation, there was no indication that Respondent would have stopped his misconduct if his thefts had not been discovered by his partners.

In *Kelly v. State Bar* (1988) 45 Cal. 3d. 649, Respondent misappropriated \$19,597.05 of funds being in trust for one client. Respondent subsequently contacted the client, whom he knew was then represented by another attorney, without the consent of their attorney and coerced the client into signing a statement that the client had loaned misappropriated money to the Respondent. The court imposed discipline consisting of disbarment. The court noted that there was no evidence suggesting that Respondent's behavior was an isolated act. The court also noted that Respondent's lack of a prior record of discipline was not especially commendable. In this regard, Respondent had been practicing

seven and one years, which was long enough to know that his conduct was wrong, but not so long as to make his blemish free record surprising.

In *Weber v. State Bar* (1988) 47 Cal. 3d. 492, in a probate matter, Respondent had misappropriated \$25,000 entrusted to him, knowingly made false misrepresentations to the probate court regarding a tax audit and the cash balance of the estate trust account, twice failed to comply with lawful court orders to distribute portions of the estate, and had knowingly written a check, in response to a superior court order, on an account that held funds insufficient to cover the payment. The court imposed discipline consisting of disbarment. In aggravation, the court found that Respondent's filing of lawsuits against the judges, attorneys, who opposed him regarding his handling of the probate proceedings, the Stat Bar and its representatives provided a basis for a finding of aggravation. The court reasoned that the aforementioned lawsuits were highly probative on the question of the Respondent's acceptance of responsibility for his actions and his contemptuous attitude toward disciplinary proceedings.

COSTS OF DISCIPLINARY PROCEEDINGS.


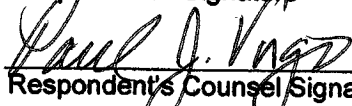

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of March 15, 2011, the prosecution costs in this matter are approximately \$10,742.00. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

(Do not write above this line.)

In the Matter of: David M. Robinson	Case number(s): 07-O-12331, 07-O-12603, 08-O-10674, 08-O-10693, 08-O-11999, 08-O-14021, 08-O-14889, 09-O-10223, 09-O-10230 and 09-O-12663
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SIGNATURE OF THE PARTIES

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

4/1/11 Date	 Respondent's Signature	David M. Robinson Print Name
4/1/11 Date	 Respondent's Counsel Signature	Paul Virgo Print Name
April 4 '11 Date	 Deputy Trial Counsel's Signature	Hugh G. Radigan Print Name

(Do not write above this line.)

In the Matter of: David M. Robinson	Case Number(s): 07-O-12331, 07-O-12603, 08-O-10674, 08-O-10693, 08-O-11999, 08-O-14021, 08-O-14889, 09-O-10223, 09-O-10230 and 09-O-12663
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DISBARMENT 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 5.58(E) & (F), 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.)**

Respondent David M. Robinson is ordered transferred to involuntary inactive status pursuant to Business and Professions Code section 6007, subdivision (c)(4). Respondent's inactive enrollment will be effective three (3) calendar days after this order is served by mail and will terminate upon the effective date of the Supreme Court's order imposing discipline herein, or as provided for by rule 5.111(D)(2) of the Rules of Procedure of the State Bar of California, or as otherwise ordered by the Supreme Court pursuant to its plenary jurisdiction.

Date

4/12/11

Judge of the State Bar Court

RICHARD A. EGAN

CERTIFICATE OF SERVICE

[Rules Proc. of State Bar; Rule 5.27(B); Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on April 14, 2011, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT

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

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

PAUL JEAN VIRGO
PO BOX 67682
LOS ANGELES, CA 90067

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:

Hugh Gerard Radigan, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on April 14, 2011.

Cristina Potter
Case Administrator
State Bar Court