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

<b>Counsel For The State Bar</b>  Sherrie B. McLetchie Senior Trial Counsel 180 Howard Street San Francisco CA 94105 Phone: (415) 538-2297  Bar # 85447	<b>Case Number(s):</b>  07-O-14082	<b>For Court use only</b>  <b>PUBLIC MATTER FILED</b> <i>[Signature]</i>  MAR 27 2012  STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
<b>In Pro Per Respondent</b>  John Stevenson Morken 760 Market St., #938 San Francisco CA 94102 Phone: (415) 391-6140  Bar # 28995	<b>Submitted to: Settlement Judge</b>  STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT  <b>DISBARMENT</b>  <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
<b>In the Matter of:</b> John Stevenson Morken  Bar # 28995  A Member of the State Bar of California (Respondent)		

**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 1/07/59.
- (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 ( 13 ) 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 §§086.10 & 8140.7. (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 8007, 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
  - (b)  Date prior discipline effective
  - (c)  Rules of Professional Conduct/ State Bar Act violations:
  - (d)  Degree of prior discipline
  - (e)  If respondent has two or more incidents of prior discipline, use space provided below:
- (2)  Dishonesty: Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3)  Trust Violation: Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4)  Harm: Respondent's misconduct harmed significantly a client, the public or the administration of justice. See "Facts", paragraph 34.
- (5)  Indifference: Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct. See "Facts", paragraph 34.

(Effective January 1, 2017)

Disbarment

(Do not write above this line.)

- (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.~~ However, the misconduct is extremely 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~~ the State Bar during disciplinary proceedings by entering into this stipulation.
- (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.

(Effective January 1, 2011)

Disbarment

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(13)  No mitigating circumstances are involved.

**Additional mitigating circumstances:**

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**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: WAIVER OF OBJECTION TO CLIENT SECURITY FUND PAY-OUT**  
Respondent waives any objection to payment by the State Bar Client Security Fund of the principal amount of any restitution ordered by the Supreme Court in this case.

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

IN THE MATTER OF:        JOHN STEVENSON MORKEN

CASE NUMBER:            07-O-14082

**VARIANCE BETWEEN THE NDC AND STIPULATION**

Any variance between the language of the Notice of Disciplinary Charges ("NDC") filed June November 8, 2011, and the language of this Stipulation is waived.

**FACTS AND CONCLUSIONS OF LAW**

Respondent admits that the following facts are true and that he is culpable of the violations set forth below:

Facts

1. In or about early May 2005, Robert Gindt ("Gindt"), solicited Edward and Sharon Gregory ("the Gregorys") to invest \$275,000 to build six residential units at 315 South Willard, San Jose, California.
2. Gindt represented to Edward Gregory ("Edward") that he would pay one-half the monthly interest on the equity line loan against the Gregorys' home which would fund the Gregorys' investment until the six-unit development at 315 South Willard was completed.
3. As a condition for their investment, Gindt required that the Gregorys set up their own limited liability corporation through which to funnel their investment funds to the project and represented to them that their corporation would then own one-half of 315 South Willard. Gindt recommended to the Gregorys that they hire his attorney, respondent, to handle their incorporation because respondent was an expert at incorporation.
4. Gindt set up an appointment for the Gregorys with respondent.
5. On or about May 12, 2005, the Gregorys went to respondent's office, and paid respondent \$1,000 to handle the incorporation of their limited liability corporation, Bull Horn Flats, LLC. Respondent did not present the Gregorys with any form of fee agreement. Gindt was already present in respondent's office when the Gregorys arrived and was present throughout their meeting with respondent.

6. In fact, as of May 12, 2005, neither Gindt or South Willard LLC had any ownership interest in 315 South Willard.

7. During the May 12, 2005 meeting at respondent's office, Edward on behalf of Bull Horn Flats, LLC signed a Residential Co-Ownership and Operating Agreement with South Willard LLC drafted by respondent during their meeting.

8. At no time did respondent suggest that the Gregorys have another attorney review the agreement prior to signing it.

9. At no time did respondent suggest that the Gregorys take the agreement home with them prior to signing it.

10. At no time did respondent obtain a written consent from either Sharon Gregory or Edward Gregory to represent them, as well as Gindt in the investment transaction in which the Gregorys and Gindt had at least potential conflicts of interest.

11. Based on what Gindt had told them, the Gregorys believed that Midnight Holdings, Inc. was Gindt's corporation. In fact, respondent was the chief executive officer, secretary, chief financial officer, sole director, and agent for service of process for Midnight Holdings, Inc., which had been incorporated in late November 2004 as an "investment holding company" by respondent.

12. On May 13, 2005, Gindt came to the Gregorys' home, and, in reliance on Gindt's representations to them, the Gregorys gave Gindt a check for \$50,000 payable to "Midnight Holding" with the memo line notation "LLC Funding Partner". That same day the \$50,000 check was deposited into Fremont Bank account number 18-900-178, which had a balance of \$12.88 immediately prior to the \$50,000 deposit.

13. Respondent was the sole signatory for the bank account for Midnight Holdings, Fremont Bank account number 18-900-178, and at all times pertinent hereto controlled account number 18-900-178.

14. At all times pertinent hereto, respondent did not maintain an attorney client trust account.

15. On May 13, 2005, respondent withdrew \$1,200 from Fremont Bank account number 18-900-178 by check made payable to "John Morken".

16. At no time did respondent or Gindt reveal to the Gregorys that respondent had any financial interest in Midnight Holdings, Inc.

17. Unknown to the Gregorys, Gindt had been convicted on or about August 18, 2003, of felony conspiracy to commit financial elder abuse, grand theft, and theft by false pretenses. Respondent was aware that Gindt had been convicted of conspiracy to commit financial elder abuse, grand theft, and theft by false pretenses because respondent had initially represented Gindt in the criminal proceedings and testified in the grand jury proceedings which led to Gindt's conviction. Gindt was on criminal probation at the time Edward met him and when Gindt solicited the Gregorys and thereafter until February 2009, when Gindt's criminal probation was revoked after the Gregorys complained to the Santa Clara District Attorney. In February 2009 Gindt was sentenced to three years in state prison.

18. On or about June 20, 2005, Edward gave Gindt a \$225,000 check. Gindt requested that the check be made payable to "cash" and Edward did so, adding the memo line notation "Balance of Contract". However, after Edward wrote out the check, he questioned Gindt about making such a large check payable to "cash". Gindt then telephoned respondent, and thereafter directed Edward to make the \$225,000 check payable to "Account 18-900-178 John Morken". Edward crossed out "cash", wrote in "Account 18-900-178 John Morken" and initialed the change.

19. On June 20, 2005, the \$225,000 check was deposited into Fremont Bank account number 18-900-178.

20. At the time the Gregorys gave Gindt their check for \$225,000, they believed that South Willard LLC had already purchased 315 South Willard "free and clear", that is, that there were no mortgages or liens against the property.

21. The "Minutes of Organizational Meeting of Members of Bull Horn Flats, LLC, A California Limited Liability Company" drafted by respondent recite in pertinent part that on June 24, 2005, Bull Horn Flats, LLC

held its organizational meeting on June 24, 2005 at the Morken Law Office . . . Also present was the attorney for the company, John S. Morken who acted as temporary secretary for the meeting . . . [page 7] The chairman stated that the company had agreed to invest capital in the real property know as 315 South Willard, San Jose, California. The Chairman reviewed the investment, and the potential for a return by obtaining certain entitlements from the governmental agencies regulating the development of the property.

That certain funds of the company had been directed to the South Willard property. . . .RESOLVED that this company investment [sic] up to \$275,000 in the LLC organized for the purpose of development [sic] property known as 315 South Willard, San Jose, California. That the [page 8] company take a 50% interest in the limited liability company formed for that purpose and known as 315 South Willard, LLC, a California limited liability company.

22. In fact, Edward had *not* reviewed the potential for a return by obtaining any documents from any governmental agencies regulating the development of the property, but rather had relied on the misrepresentations of Gindt, some of which were made in the presence of respondent and which respondent did not correct although respondent knew of their falsity when made by Gindt.

23. In or about July 2005, respondent also drafted the Operating Agreement for 315 South Willard, LLC, which recited that Bull Horn Flats, LLC and Midnight Holdings, Inc. confirmed that they were the "initial Members of the limited liability company . . . known as 315 South Willard, LLC." The Operating Agreement was signed by Edward for Bull Horn Flats, LLC, and Gindt for Midnight Holding, Inc.

24. Not until thereafter did the Gregorys discover that Guy Edwards ("Guy"), an associate of Gindt and respondent, held title to 315 South Willard.

25. Thereafter, the Gregorys asked both Gindt and respondent what happened to their \$275,000 investment. Gindt merely told the Gregorys that he had "invested" it. Respondent referred the Gregorys to Gindt and claimed to have no knowledge of where their investment funds were.

26. In or about February 2007, the Gregorys discovered that Midnight Holdings was respondent's corporation, not Gindt's.

27. Edward again asked respondent how the Gregorys' \$275,000 investment which had been deposited into Fremont Bank account number 18-900-178 had been utilized. Respondent claimed that he did not know what had happened to the Gregorys' investment.

28. In fact, respondent was the sole signatory to Fremont Bank account number 18-900-178, and disbursed the Gregorys' \$225,000 through that account to himself, Gindt, relatives of Gindt, and others.

29. In May 2007 the Gregorys filed a civil suit alleging fraud against defendants including respondent, Midnight Holdings, and Gindt.

30. In July 2007, a default was entered against respondent and Gindt in the civil fraud lawsuit in favor of the Gregorys.

31. In February 2008, after proving the extent of the harm respondent had caused them, the Gregorlys obtained a default judgment in the amount of \$325,593.67 against respondent and Gindt.

32. Although Midnight Holdings, Inc. declared bankruptcy, because the judgment was based on a fraud cause of action, the judgment is not dischargeable.

33. By letter dated May 21, 2008, in response to a letter from the State Bar, respondent falsely stated to the State Bar that "I have never received any funds from Mr. Gregory other than amount [sic] paid to form his personal limited liability company as set forth above." In fact, as alleged above, on May 13, 2005, respondent deposited the Gregory's \$50,000 check into Fremont Bank account number 18-900-178, and initially withdrew \$1,200 from that account by check payable to "John Morken".

34. To date, the Gregorlys have not received any restitution from Gindt or respondent.

#### Conclusions of Law

1. By drafting the incorporation papers for the Gregorlys' limited liability corporation, Bull Horn Flats, Inc., and during the same office visit, having them sign an agreement with South Willard LLC which agreement respondent also drafted, while representing Gindt, respondent wilfully accepted representation of more than one client in a matter in which the interests of the clients potentially conflicted without the informed written consent of each client (Rules Prof. Conduct, rule 3-310(C)(1)).

2. By not revealing to the Gregorlys that he was the principal of Midnight Holdings, Inc., by not contradicting Gindt's misrepresentations to the Gregorlys made in respondent's presence regarding the Gregorlys' investment, and by inserting into the "Minutes of Organizational Meeting of Members of Bull Horn Flats, LLC, A California Limited Liability Company" the false and self-serving statement that Edward had "reviewed the investment, and the potential for a return by obtaining certain entitlements from the governmental agencies regulating the development of the property" all the while knowing that Gindt had been convicted of felony conspiracy to commit financial elder abuse, grand theft, and theft by false pretenses and was still on probation therefore, respondent committed acts involving moral turpitude, dishonesty or corruption (Bus. & Prof. Code §6106).

3. By claiming to have no knowledge of where the Gregorlys' \$275,000 investment funds were when, in fact, respondent was the principal of Midnight Holdings, Inc., was the sole signatory of

Fremont Bank account number 18-900-178 into which the Gregorys' investment checks were deposited, and had disbursed \$225,000 of the Gregorys' \$275,000 investment through that account to himself, Gindt, relatives of Gindt, and others, respondent thereby committed acts involving moral turpitude, dishonesty or corruption (Bus. & Prof. Code §6106).

4. By and knowingly and falsely stating in his May 21, 2008 letter that he had "never received any funds from Mr. Gregory other than amount [sic] paid to form his personal limited liability company" when, in fact, on May 13, 2005, respondent deposited the Gregory's \$50,000 check into Fremont Bank account number 18-900-178, and initially withdrew \$1,200 from that account by check payable to "John Morken", respondent committed an act involving moral turpitude, dishonesty or corruption (Bus. & Prof. Code §6106).

5. By allowing Gindt, a convicted felon to utilize Fremont Bank account number 18-900-178, of which respondent was the sole signatory, and into which the Gregorys' \$275,000 investment was deposited, \$225,000 of which was disbursed from that account by respondent to himself, Gindt, relatives of Gindt, and others, respondent misappropriated at least \$225,000 of the Gregorys' \$275,000 investment, thereby committing an act involving moral turpitude, dishonesty or corruption (Bus. & Prof. Code §6106).

#### **PENDING PROCEEDINGS**

The disclosure date referred to, on page 2, paragraph A(7), was March 1, 2012.

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

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of March 1, 2012, the prosecution costs in this matter are approximately \$5,417. 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 for Attorney Sanctions for Professional Misconduct**

##### **2.2 Offenses Involving Entrusted Funds or Property**

(a) Culpability of a member of wilful 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. . . .

##### **2.3 Offenses Involving Moral Turpitude, Fraud, Dishonesty or Concealment**

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.

2.10 Offense Involving A . . . Wilful Violation of A Rule . . . Not Specified in Any Other Standard. Culpability of a member of a violation of . . . a wilful 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 harm, if any, to the victim, with due regard to the purposes of imposing discipline set forth in standard 1.3.

#### 1.6 Determination of Appropriate Sanction

(a) . . . If two or more acts of professional misconduct are . . . acknowledged in a single disciplinary proceeding, and different sanctions are prescribed by these standards for said acts, the sanction imposed shall be the more or most severe of the different applicable sanctions.

#### Case Law

"It is clear that disbarment is not reserved just for attorneys with prior disciplinary records. [Citations.] (*In the Matter of Wyshak* (Review Dept. 1999) 4 Cal. State Bar Ct. Rptr. 70, 83).

Although the attorney had no prior discipline over many years of practice, the harm to victims and the administration of justice spanned a number of years (*In the Matter of Varakin* (Review Dept. 1994) 3 Cal. State Bar Ct. Rptr. 170).

Participation in a client's scheme to defraud the client's creditors by permitting the client to use a client trust account as the client's personal and business account was "an act by an attorney for the purpose of concealment or other deception [that] is dishonest and involves moral turpitude under section 6106." (*Coppock v. State Bar* (1988) 44 Cal.3d 665, 679).

In *Kaplan v. State Bar* (1991) 52 Cal.3d 1067, the misconduct was the "grievously improper" intentional misappropriation of \$29,000 from the attorney's own law firm. Kaplan had practiced for 12 years without prior discipline, suffered from emotional problems, marital stress, and the terminal illness of his mother-in-law. Despite making full restitution upon being confronted with the misappropriation, Kaplan was disbarred.

Misappropriation of client funds is a grievous breach of an attorney's ethical responsibilities and generally warrants disbarment unless the most compelling mitigating circumstances clearly predominate. (See *Grim v. State Bar* (1991) 53 Cal. 3d 21, 29, disbarred on a \$5,546 misappropriation; *Chang v. State Bar* (1989) 49 Cal. 3d 114, 128, disbarred on a \$7,000 misappropriation; *Kelly v. State Bar* (1988) 45 Cal. 3d 649, 656, disbarred on a \$19,000 misappropriation; *Gordon v. State Bar* (1982) 31 Cal.3d. 748, 757 disbarred on an aggregate misappropriation of \$27,000, and *In the Matter of Blum* (Review Dept. 1994) 3 Cal. State Bar Ct. Rptr. 170, disbarred on a \$55,000 misappropriation (no priors over ten years of practice).

#### **WAIVER OF REFERRAL TO STATE BAR COURT PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE AND/OR MENTAL HEALTH CONDITIONS**

In signing this stipulation, respondent hereby acknowledges that the State Bar Court's separate program for respondents with substance abuse or mental health conditions has been fully explained to him, that he has had an opportunity to request to be considered for that program, and that he has specifically waived any such consideration.

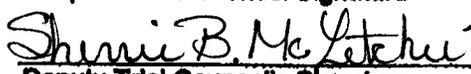
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In the Matter of: John Stevenson Morken	Case number(s): 07-O-14082
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**SIGNATURE OF THE PARTIES**

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.

3/5/2012                                            John Stevenson Morken  
Date                              Respondent's Signature                      Print Name

3/5/12                                            Sherrie B. McLetchie  
Date                              Deputy Trial Counsel's Signature                      Print Name  
*Senior*

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In the Matter of: John Stevenson Morken	Case Number(s): 07-O-14082
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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 John Stevenson Morken 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.

March 27, 2012  
Date

  
Judge of the State Bar Court

## 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 San Francisco, on March 27, 2012, 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 San Francisco, California, addressed as follows:

JOHN STEVENSON MORKEN  
760 MARKET ST #938  
SAN FRANCISCO, CA 94102

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

SHERRIE B. McLETCHE, Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on March 27, 2012.



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Bernadette C.O. Molina  
Case Administrator  
State Bar Court