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 <p>018 039 503</p> <p style="text-align: center;">State Bar Court of California Hearing Department Los Angeles</p> <p style="text-align: right; font-size: 24pt;">PUBLIC MATTER</p>		
<p>Counsel For The State Bar</p> <p>Jerome H. Craig Special Deputy Trial Counsel Morrison & Foerster LLP 555 West Fifth Street, Suite 3500 Los Angeles, CA 90013 (213) 892-5200</p> <p>Bar # 40140</p>	<p>Case Number (s)</p> <p>08-O-11389 07-O-12895 08-O-10514 08-O-10230 05-O-04060 09-O-11282 10-O-02115</p>	<p>(for Court's use)</p> <p style="text-align: center; font-size: 24pt;">FILED</p> <p style="text-align: center;">JUL 06 2010</p> <p style="text-align: center;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>Counsel For Respondent</p> <p>Susan Margolis Margolis & Margolis 2000 Riverside Drive Los Angeles, CA 90039 (323) 953-4740</p> <p>Bar # 104629</p>	<p>Submitted to: Settlement Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p>	
<p>In the Matter Of: Robert M. Ball</p> <p>Bar # 138482</p> <p>A Member of the State Bar of California (Respondent)</p>	<p>ACTUAL SUSPENSION</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</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 12/7/1988.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of **39** 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."

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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):

- until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 284, Rules of Procedure.
- costs to be paid in equal amounts prior to February 1 for the following membership years: Costs to be added to membership dues and paid in equal installments in each of the three years following the Effective Date of discipline.
(hardship, special circumstances or other good cause per rule 284, Rules of Procedure)
- costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
- costs entirely waived

Costs are enforceable both as provided in Business & Professions Code section 6140.7 and as a money judgment. If Respondent fails to pay any installments as described above, or as may be modified by the State Bar Court (Bus. & Prof. Code Sec 6086.10 subd. (c); Rules Proc. of State Bar, rule 282), the remaining balance is due and payable immediately.

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

- (1) **Prior record of discipline** [see standard 1.2(f)]
 - (a) State Bar Court case # of prior case 03-O-02545; 03-O-04082; 04-O-13606; 05-O-02475; 05-O-03032
 - (b) Date prior discipline effective 4/5/2007
 - (c) Rules of Professional Conduct/ State Bar Act violations: Rule 3-110(A); B&P Code §§ 6068(m), 6068(i)
 - (d) Degree of prior discipline Stayed suspension; no actual suspension
 - (e) If Respondent has two or more incidents of prior discipline, use space provided below.
- (2) **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.

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- (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:

See attached stipulation

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

- (1) **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (4) **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) **Restitution:** Respondent paid \$ _____ on _____ in restitution to _____ without the threat or force of disciplinary, civil or criminal proceedings.
- (6) **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) **Good Faith:** Respondent acted in good faith.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.

(13) No mitigating circumstances are involved.

Additional mitigating circumstances

Respondent has agreed to voluntarily repay Ms. Lopez the \$500 portion of her retainer not previously repaid. Respondent also agreed to the ENEC process that led to this Stipulation and fully participated in the process and, during that process, has accepted responsibility for the charged misconduct and has taken steps to help assure that the misconduct will not be repeated.

During the relevant time period, associates of Respondent had left and his office staff was reduced because one key assistant had taken a leave of absence, causing Respondent additional stress. In addition, from approximately summer of 2006 through early 2008, Respondent experienced great personal stress because of his involvement in an acrimonious divorce and custody battle with his ex-wife. In late 2008, Respondent's fiancée experienced medical complications while pregnant with his child, which was a source of great anxiety to Respondent and diverted his attention away from his office. The above situations have since been resolved.

D. Discipline:

(1) **Stayed Suspension:**

(a) Respondent must be suspended from the practice of law for a period of two years.

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

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

iii. and until Respondent does the following:

(b) The above-referenced suspension is stayed.

(2) **Probation:**

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

(3) **Actual Suspension:**

(a) Respondent must be actually suspended from the practice of law in the State of California for a period of the first seven months of his probation.

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

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

iii. and until Respondent does the following:

E. Additional Conditions of Probation:

- (1) If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- (2) During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3) Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4) Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.
- (5) Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

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

- (6) Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7) Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8) Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.
 No Ethics School recommended. Reason: _____
- (9) Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.
- (10) The following conditions are attached hereto and incorporated:

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

F. Other Conditions Negotiated by the Parties:

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

**of the Effective Date of the Supreme Court's Order in this matter,

No MPRE recommended. Reason:

- (2) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (3) **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (4) **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension:

- (5) **Other Conditions:**

Within the first three months of his probation, Respondent must provide, to the State Bar's Office of Probation, satisfactory proof that he has paid the \$2,200 in sanctions that the United States District Court for the Northern District of California imposed on him on January 27 and February 22, 2006, in case number C 05-04351-JSW, styled Roy L. Morrison v. Albert Gonzalez, et al. If Respondent is unable to provide satisfactory proof that he has already paid the \$2,200 in sanctions, Respondent must pay or again pay the \$2,200 in sanctions and provide, to the Office of Probation, satisfactory proof of that payment or repayment within the first six months of his probation. (Cf. In the Matter of Respondent Y (Review Dept. 1998) 3 Cal. State Bar Ct. Rptr. 862, 869.)

Within the first three months of his probation, Respondent must provide, to the State Bar's Office of Probation, satisfactory proof that he has paid the \$5,700 in sanctions that the Los Angeles Superior Court imposed on him on February 1, 2001, in case number BC219746, styled Roy D. Connor v. Raytheon Systems Company, et al. If Respondent is unable to provide satisfactory proof that he has already paid the \$5,700 in sanctions, Respondent must pay or again pay the \$5,700 in sanctions and provide, to the Office of Probation, satisfactory proof of that payment or repayment within the first six months of his probation. (Cf. In the Matter of Respondent Y, supra, 3 Cal. State Bar Ct. Rptr. at p. 869.)

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Attachment language begins here (if any):

SEE ATTACHED PARAGARPHS SECTIONS I, II, III and IV at pages 12 through 33 hereof.

In the Matter of Robert M. Ball	Case number(s): 08-O-11389, 07-O-12895, 08-O-10514, 08-O-10230, 05-O-04060, 09-O-11281 and 10-O-02115
A Member of the State Bar	

Financial Conditions

a. Restitution

Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs. Any restitution payable to the Client Security Fund is enforceable as provided in Bus.&Prof.Code sec6140.5, subdvs. (c) and (d).

Payee	Principal Amount	Interest Accrues From
See Attachment A at page 11 hereof		

Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than **the dates provided on Attachment A hereto.**

b. Installment Restitution Payments

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

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

c. Client Funds Certificate

1. If Respondent possesses client funds at any time during the period covered by a required quarterly report, Respondent must file with each required report a certificate from Respondent and **■** a certified public accountant or other financial professional approved by the Office of Probation, certifying that:

- a. Respondent has maintained a bank account in a bank authorized to do business in the State of California, at a branch located within the State of California, and that such account is designated as a "Trust Account" or "Clients' Funds Account";

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

- b. Respondent has kept and maintained the following:
- i. A written ledger for each client on whose behalf funds are held that sets forth:
 1. the name of such client;
 2. the date, amount and source of all funds received on behalf of such client;
 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,
 4. the current balance for such client.
 - ii. a written journal for each client trust fund account that sets forth:
 1. the name of such account;
 2. the date, amount and client affected by each debit and credit; and,
 3. the current balance in such account.
 - iii. all bank statements and cancelled checks for each client trust account; and,
 - iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.
- c. Respondent has maintained a written journal of securities or other properties held for clients that specifies:
- i. each item of security and property held;
 - ii. the person on whose behalf the security or property is held;
 - iii. the date of receipt of the security or property;
 - iv. the date of distribution of the security or property; and,
 - v. the person to whom the security or property was distributed.
2. If Respondent does not possess any client funds, property or securities during the entire period covered by a report, Respondent must so state under penalty of perjury in the report filed with the Office of Probation for that reporting period. In this circumstance, Respondent need not file the accountant's certificate described above.
3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.

d. Client Trust Accounting School

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

In the Matter of
Robert M. Ball

Case number(s):
08-O-11389, 07-O-12895, 08-O-10514, 08-O-10230,
05-O-04060, 09-O-11282 and 10-O-02115

A Member of the State Bar

Law Office Management Conditions

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

In the Matter of
Robert M. Ball

Case number(s):
08-O-11389, 07-O-12895, 08-O-10514, 08-O-10230,
05-O-04060, 09-O-11282 and 10-O-02115

Medical Conditions

- a. Unless Respondent has been terminated from the Lawyer Assistance Program ("LAP") prior to respondent's successful completion of the LAP, respondent must comply with all provisions and conditions of respondent's Participation Agreement with the LAP and must provide an appropriate waiver authorizing the LAP to provide the Office of Probation and this court with information regarding the terms and conditions of respondent's participation in the LAP and respondent's compliance or non-compliance with LAP requirements. Revocation of the written waiver for release of LAP information is a violation of this condition. However, if respondent has successfully completed the LAP, respondent need not comply with this condition.
- b. Respondent must obtain psychiatric or psychological help/treatment from a duly licensed psychiatrist, psychologist, or clinical social worker at respondent's own expense a minimum of **four (4) times per month for the first month of treatment and then twice a month for five additional months of a therapy regimen** ~~times per month~~ and must furnish evidence to the Office of Probation that respondent is so complying with each quarterly report. Help/treatment should commence immediately, and in any event, no later than thirty (30) days after the effective date of the discipline in this matter. Treatment must continue for ~~xx~~ days or ~~xx~~ months or ~~xx~~ years or, the period of probation or until a motion to modify this condition is granted and that ruling becomes final.

If the treating psychiatrist, psychologist, or clinical social worker determines that there has been a substantial change in respondent's condition, respondent or Office of the Chief Trial Counsel may file a motion for modification of this condition with the Hearing Department of the State Bar Court, pursuant to rule 550 of the Rules of Procedure of the State Bar. The motion must be supported by a written statement from the psychiatrist, psychologist, or clinical social worker, by affidavit or under penalty of perjury, in support of the proposed modification.

- c. Upon the request of the Office of Probation, respondent must provide the Office of Probation with medical waivers and access to all of respondent's medical records. Revocation of any medical waiver is a violation of this condition. Any medical records obtained by the Office of Probation are confidential and no information concerning them or their contents will be given to anyone except members of the Office of Probation, Office of the Chief Trial Counsel, and the State Bar Court, who are directly involved with maintaining, enforcing or adjudicating this condition.

Other:

FINANCIAL CONDITIONS — RESTITUTION

ATTACHMENT A

RESTITUTION

Payee	Principal Amount	Interest Accrues From
Lee Trotman	\$2,500.00	Effective Date of Discipline
Roxanne Patmor	\$250.00	Effective Date of Discipline
Martina Hodges	\$1,750.00	Effective Date of Discipline
Johanna Lopez	\$250.00	Effective Date of Discipline
Andrew Michaels	\$9,000.00	Effective Date of Discipline

INSTALLMENT RESTITUTION PAYMENTS

1. Restitution payment of \$1,250 plus interest of 10% per annum to Mr. Trotman must be made within thirty days after Effective Date of Discipline; additional restitution payment of \$1,250 plus interest of 10% per annum must be made no later than thirteen months after Effective Date of Discipline.
2. Restitution payment of \$250 plus interest of 10% per annum to Ms. Patmor must be made within thirty days after Effective Date of Discipline.
3. Restitution payment of \$875 plus interest of 10% per annum to Ms. Hodges must be made within thirty days after Effective Date of Discipline; additional restitution payment of \$875 plus interest of 10% per annum must be made no later than thirteen months after Effective Date of Discipline.
4. Restitution payment of \$250 plus interest of 10% per annum to Ms. Lopez must be made within thirty days after Effective Date of Discipline.
5. Restitution payment of \$4,500 plus interest of 10% per annum to Mr. Michaels must be made within six months after the Effective Date of Discipline; additional restitution of \$4,500 plus interest of 10% per annum must be made no later than twelve months after the Effective Date of Discipline.

[The Restitution Payments listed above are in addition to the refunds made by Respondent on or about January 28, 2010 as Trotman, Patmor, Hodge and Lopez and on or about June 1, 2010 to Michaels, set forth in the "Facts" section of this Stipulation.]

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

IN THE MATTER OF ROBERT M. BALL

**Case Nos. 08-O-11389, 07-O-12895, 08-O-10514,
08-O-10230, 05-O-04060, 09-O-11282 and 10-O-02115**

I. GENERAL STIPULATIONS

1. Respondent acknowledges that this stipulation pertains only to the cases listed above. Any other cases that might be the subject of client complaints or State Bar investigations are not the subject of this Stipulation. The records of the State Bar as of May 25, 2010, do not reflect any other complaints (other than those subject to Respondent's prior discipline or that have been dismissed by the State Bar).

2. Respondent represents that he has reported any sanction awards to the State Bar that are required to be made under Business and Professions Code § 6068(o)(3).

II. FACTS AND CONCLUSIONS OF LAW

ROXANNE PATMOR MATTER [STATE BAR CASE NO. 08-O-11389]

FACTS AND CONCLUSIONS OF LAW

FACTS

3. In October, 2005, Roxanne Patmor ("Patmor") retained Robert M. Ball to represent her with regard to claims of discrimination and other employment-related matters against her employer, Southern California Edison, including, but not limited to representing her in a civil lawsuit. Patmor paid Respondent \$10,000 as a retainer. Respondent agreed to provide all legal services on a retainer/contingency fee basis.

4. Respondent filed a complaint on Patmor's behalf with the Department of Fair Employment and Housing on July 19, 2006. A right to sue letter was issued by the Department dated August 4, 2006.

5. Nearly one year later but within the period of the statute of limitations, on July 5, 2007, Respondent initiated the filing of a civil complaint on Patmor's behalf against Southern California Edison, Los Angeles County Superior Court Case No. BC 373746.

6. Respondent paid a filing fee in the amount of \$320 at the time he filed the Patmor complaint. The check was written on Respondent's checking account which lacked sufficient funds to cover the check. Consequently, on July 30, 2007, the Superior Court mailed and served a "Check Alert" on Respondent stating that his check was not honored and that Respondent had 20 days to cure the defect. Respondent received the notice but did not timely cure the failure to pay the filing fee.

7. On November 16, 2007, the Superior Court voided the filing of the Patmor complaint and suspended all proceedings in Case No BC 373746. The Clerk of the Court gave written notice to Respondent of this event pursuant to the Code of Civil Procedure section 411.20.

8. In January 2008, Respondent submitted another check to the Court for the filing fee of \$381, which included an additional amount for administrative charges. At the same time, Respondent filed a Notice of Motion and Motion to Set Aside the Dismissal pursuant to Code of Civil Procedure section 473, among other grounds. The motion was set for hearing on March 4, 2008. The motion was denied on the grounds that under settled law Respondent had only 20 days to correct the NSF check after notice and that relief under Code of Civil Procedure sections 411.20 or 473 was not available.

9. Respondent never informed Patmor that her case had been dismissed due to Respondent's failure to pay the filing fees, that he had filed a motion to set aside the dismissal, or that the motion was denied.

10. After not being able to reach Respondent to learn the status of her case, Patmor checked the status of her Superior Court case on the court system website on or

about February 1, 2008. At that time, Patmor discovered that her case had been dismissed on or about November 16, 2007 because of Respondent's failure to pay the filing fee.

11. On Sunday, February 3, 2008, Patmor sent Respondent an e-mail informing Respondent she had discovered that her case had been dismissed and terminating Respondent as her lawyer.

12. On Monday, February 4, 2008, Respondent sent an e-mail to Patmor telling her he had sent her a status sheet telling of the dismissal of the case. He advised her that the court must set aside the dismissal and "guaranteed" her it would be set aside and urged his client not to terminate his services.

13. In his e-mail to Patmor sent on February 4, 2008, Respondent also promised if "it [continuation of Respondent's services] doesn't make since [sic] to you, you can still terminate me and I will return all of your money."

14. Patmor requested Respondent to return all of the \$10,000 she had paid to Respondent.

15. Rather than returning the entire \$10,000 which Patmor had paid to him, Respondent forwarded to Patmor a written release agreeing to repay \$9,500 of the \$10,000 but only upon the following conditions, among others:

That Mrs. Patmor sign this release unconditionally and forever releasing the law offices of Robert M. Ball, Robert M. Ball, his representatives and assigns from any liability what so ever concerning his case

The release also contained a release of known and unknown claims and a waiver of California Civil Code section 1542.

16. The agreement was signed and dated by Respondent on or about February 15, 2008 and sent to Patmor, prior to the court denying the motion to set aside the dismissal of the complaint.

17. In the early part of 2008, Respondent refunded \$9,500 to Ms. Patmor. Respondent has agreed to refund the \$500 balance of the retainer to Ms. Patmor. On January 28, 2010, Respondent refunded \$250 to Ms. Patmor. The balance of \$250 shall be paid as set forth in the Restitution Provisions in this Stipulation at pages 7 and 11.

18. Respondent never orally or in writing advised Patmor that she had the right to seek independent advice as to the release. Respondent was grossly negligent in telling Patmor that he had sent her a status sheet advising that her case had been dismissed when in fact he never sent such a status sheet.

19. On or about September 17, 2008, the State Bar wrote to Respondent regarding the Patmor matter, among others.

20. The September 17, 2008 letter was placed in a sealed envelope addressed to Respondent at his State Bar of California membership records address. Respondent received this letter.

21. The State Bar in its letter of September 17, 2008 requested Respondent provide copies of all correspondence between Respondent and his former client, Patmor. Several follow-up letters reminding Respondent of this request were also sent to Respondent.

22. At no time did Respondent provide to the State Bar any of the requested correspondence.

CONCLUSIONS OF LAW

23. By failing to pay the required filing fee, by failing to timely cure the payment of the filing fee, and by allowing the case to be dismissed and filing a motion

that was barred by the passage of time, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

24. By failing to keep Patmor reasonably informed of significant events and failing to respond to Patmor's request for reasonable status reports regarding a matter for which Respondent agreed to provide legal services, Respondent willfully violated Business and Professions Code section 6068(m).

25. By failing to promptly refund unearned fees when requested by the client upon termination of his representation, Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(2).

26. By not advising Patmor in writing, or otherwise, of her right to seek the advice of independent counsel regarding the terms of the release, Respondent willfully violated Rules of Professional Conduct, rule 3-400(B).

27. By his e-mail of February 4, 2008 to Patmor containing the grossly negligent representation that he had sent Patmor a status sheet advising her of the dismissal of the case, Respondent committed an act involving moral turpitude in willful violation of Business and Professions Code section 6106.

28. By not providing a response to the State Bar request for documents, Respondent failed to cooperate in a disciplinary investigation in willful violation of Business and Professions Code section 6068(i).

MARTINA HODGES MATTER [STATE BAR CASE NO. 07-O-12895]

FACTS AND CONCLUSIONS OF LAW

FACTS

29. Martina Hodges ("Hodges") retained Respondent in December 2001 in connection with an employment-related matter. Hodges paid Respondent a retainer in the

amount of \$3,500. Respondent agreed to provide all legal services, including representation in a civil lawsuit to be brought on Hodges' behalf, on a retainer/contingency basis.

30. Respondent filed a case on behalf of Hodges in Los Angeles Superior Court (BC 283547) on October 17, 2002. Thereafter, the complaint ("Complaint") was dismissed on April 17, 2003 because of Respondent's failure to file a proof of service of the complaint on the defendant. A copy of the Minute Order dismissing the case was mailed to Respondent on April 17, 2003.

31. On or about October 28, 2003, Hodges wrote Respondent asking about the status of her case. Respondent did not respond to the October 28, 2003 letter.

32. Respondent did not inform Hodges that he had filed a case on her behalf in Los Angeles Superior Court (BC 283547) on October 17, 2002, or that the Complaint was dismissed on April 17, 2003 because of his failure to file a proof of service of the Complaint on the defendant. A copy of the Minute Order dismissing the case was mailed to Respondent on April 17, 2003 and Respondent did not provide a copy of this document or information regarding its content to Hodges.

33. At the time Hodges sent her letter of October 28, 2003, referred to in paragraph 31 herein, she was unaware that her case had been dismissed. Hodges learned of the dismissal only after filing her Complaint with the State Bar.

34. Respondent failed to complete the services for which he was retained by Hodges. When the case was dismissed on April 17, 2003, Respondent failed to refund the \$3,500 retainer fee paid to him by Hodges.

35. Respondent has agreed to refund the entire \$3,500 retainer paid to him by Ms. Hodges. On January 28, 2010, Respondent refunded \$1,750 to Ms. Hodges. The balance of \$1,750 shall be paid as set forth in the Restitution Provisions in this Stipulation at pages 7 and 11.

36. On August 14, 2007, the State Bar wrote to Respondent requesting information and documents relating to his handling of the Hodges matter. Additional follow-up letters dated September 17, 2008, September 23, 2008, October 15, 2008, October 31, 2008, December 4, 2008, January 6, 2009 and January 28, 2009 were sent to Respondent. Respondent received each of the letters referred to in this paragraph.

37. Respondent's only response as to the Hodges matter was "[m]y investigation of these allegations are incomplete. The file appears on the inactive roster in storage. I am still searching and have ordered a search of the court file. This is a priority." [Letter from Respondent dated December 3, 2008.]

CONCLUSIONS OF LAW

38. By allowing the Complaint to be dismissed because of his failure to file a proof of service of the Complaint, Respondent acted in willful violation of Rules of Professional Conduct, rule 3-110(A).

39. By failing to inform Hodges that (1) he had filed an action in the Superior Court on her behalf, (2) that the case had been dismissed because of Defendant's failure to file a proof of service of the complaint, and (3) that the court had issued an order of dismissal, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services in willful violation of Business and Professions Code section 6068(m).

40. By failing to promptly refund the \$3,500 unearned fee, Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(2).

41. By not providing a response to the State Bar for information and documents concerning the Hodges matter, Respondent failed to cooperate in a disciplinary proceeding in willful violation of Business and Professions Code section 6068(i).

FACTS AND CONCLUSIONS OF LAW

FACTS

42. On or about August 4, 2006, Johanna L. Lopez (“Lopez”) retained Respondent to provide legal services, including representation in a lawsuit to be filed on Lopez’s behalf, with regard to an employment matter. A written retainer agreement was signed on that date and Lopez paid Respondent \$250 for a consulting fee and a \$10,000 retainer. Respondent agreed to provide all of the necessary legal services on a retainer/contingency fee basis.

43. Thereafter Lopez terminated the services of Respondent on the ground that she was dissatisfied with his services.

44. Subsequently, Respondent agreed to return \$9,500 of the \$10,000 retainer but only on condition that Lopez execute a release which he drafted and transmitted to her. The written release provided, among other things, that the funds would be paid to Lopez only on the following condition, among others:

That Mrs. Lopez sign this release, unconditionally and forever releasing the Law Offices of Robert M. Ball, Robert M. Ball, his representatives and assigns from any liability whatsoever concerning his case.

45. At no time did Respondent, either orally or in writing, advise Lopez that she had the right to seek independent advice concerning the execution of the release nor did Respondent provide her with a reasonable opportunity to obtain such advice.

46. Lopez signed the release and returned it to Respondent with a cover letter of February 19, 2008. Ball then returned the \$9,500 to Lopez.

47. Respondent has agreed to refund the \$500 balance of the retainer to Ms. Lopez. On January 28, 2010, Respondent refunded \$250 to Ms. Lopez. The balance

of \$250 shall be paid as set forth in the Restitution Provisions in this Stipulation at pages 7 and 11.

CONCLUSIONS OF LAW

48. By failing to advise Lopez of her right to seek the advice of other counsel regarding the terms of the release and by failing to provide Lopez with a reasonable opportunity to do so, Respondent willfully violated Rules of Professional Conduct, rule 3-400(B).

LEE TROTMAN MATTER [STATE BAR CASE NO. 08-O-10230]

Respondent pleads nolo contendere to the following facts and violations as to paragraphs 49-57 herein with respect to Case No. 08-O-10230 (Trotman) only.

Respondent 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 and in the signed nolo contendere plea form, attached to this Stipulation at page 35.

FACTS AND CONCLUSIONS OF LAW

FACTS

49. Respondent was retained by Lee Trotman ("Trotman") on or about March 15, 2006 for the purposes of representing him in connection with an employment matter and to file a claim and lawsuit on his behalf. Trotman paid Respondent a \$10,000 retainer. Respondent agreed to perform all necessary services relating to the matter on a retainer/contingency basis.

50. Despite numerous requests from Trotman, both by voicemail messages and documents, Respondent failed to keep Trotman reasonably informed about his matter.

51. Respondent did not file a lawsuit on behalf of Trotman during the approximate 20 months Respondent was representing Trotman.

52. Frustrated with his representation by Respondent, Trotman terminated Respondent's services on or about November 8, 2007. Trotman requested a return of his \$10,000 retainer, less any expenses Respondent could justify in an accounting.

53. On or about February 20, 2008, Respondent furnished a billing to Trotman. Respondent has agreed to refund a total of \$5,000 to Trotman. On or about January 28, 2010, Respondent refunded \$2,500 of the \$10,000 fee. The balance of \$2,500 shall be paid as set forth in the Restitution provisions in this Stipulation at pages 7 and 11.

CONCLUSIONS OF LAW

54. By failing to respond to Trotman's reasonable requests for status reports and to otherwise inform Trotman regarding the status of the client's legal matter, Respondent willfully violated Business and Professions Code section 6068(m).

55. By not promptly returning unearned fees to Trotman, Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(2).

STEPHANIE THOMAS MATTER [STATE BAR CASE NO. 05-O-04060]

FACTS AND CONCLUSIONS OF LAW

FACTS

56. On or about June 26, 2000, Stephanie Thomas ("Thomas") employed Respondent to represent her in a sexual harassment and wrongful termination claim against her former employer. Respondent filed a complaint on behalf of Thomas, tried the action and appealed an adverse judgment rendered against Thomas to the Ninth Circuit Court of Appeals. The Ninth Circuit ruled against her in the appeal. The decision of the Ninth Circuit was rendered on or about March 29, 2005. Respondent continuously represented Thomas until some time after that date.

57. On or about February 7, 2002, after Respondent had filed a complaint on behalf of Thomas, Thomas, at the request of Respondent, obtained a loan from an entity

known as "Gold Leaf Settlement Funding, Inc." The loan apparently was to be repaid only out of Respondent's fees, if any, arising from the successful prosecution of the lawsuit filed on behalf of Thomas. Thomas signed the agreement with Gold Leaf and Gold Leaf thereafter issued its check in the amount of \$7,500 to Respondent.

58. Subsequently, on May 8, 2002, and without any notice to or knowledge by Thomas, Respondent secured a second loan in the amount of \$12,500 from a company known as LitFunding Corp. The agreement is ambiguous and unclear as to whether the loan was secured by a lien on 100% of the proceeds, if any, from the Thomas litigation filed by Respondent or limited to only Respondent's contingent fee in that matter. Although Respondent claims his fee was the only source from which LitFunding was due payment, the agreement is ambiguous and unclear as to whether the loan was secured by a lien on 100% of the proceeds, if any, from the Thomas litigation filed by Respondent or limited to only Respondent's contingent fee in the matter.

59. Thomas had no knowledge of this agreement nor the resulting \$12,500 loan until the State Bar obtained a copy of the check issued to Respondent by LitFunding Corp. from bank records the State Bar had subpoenaed from Respondent's trust account to which the check had been deposited. The ambiguous nature of the LitFunding Corp. agreement put Thomas at risk that, at the very least, she might be involved in litigation with LitFunding Corp. and/or Respondent if a recovery resulted from the litigation Respondent had filed on her behalf, as to whether any lien of LitFunding Corp. extended to her portion of the settlement rather than solely to Respondent's contingent fee interest in any settlement.

60. Respondent did not disclose to Thomas in writing the agreement with LitFunding regarding this loan even though he knew or reasonably should have known that it could have a substantial impact on any potential resolution of Thomas' litigation. This deprived Thomas of the right to know this information so she could determine whether or not to continue to use Respondent as her lawyer or to at least seek the advice

of independent counsel as to whether the arrangement between Respondent and LitFunding would in any way affect Respondent's ability to prosecute the case on behalf of Thomas.

61. The \$12,500 check from LitFunding was deposited by Respondent into his client trust account.

62. Thomas requested that Respondent furnish an accounting with respect to the disposition of the \$12,500 he received from LitFunding. Respondent did not provide her with an accounting.

63. On September 17, 2008, the State Bar wrote Respondent requesting various information including all of his trust accounting records concerning the *Thomas* matter. The State Bar thereafter sent follow-up written requests for the records.

64. Respondent received the State Bar requests for information, but did not furnish any of the requested documents to the State Bar.

CONCLUSIONS OF LAW

65. By failing to provide written disclosure to Thomas regarding the LitFunding loan agreement and its potential impact on the resolution of her matter, Respondent willfully violated Rules of Professional Conduct, rule 3-310(B)(3).

66. By failing to provide Thomas with an accounting of all funds Respondent received on this client's behalf, Respondent acted in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

67. By failing to respond to the State Bar's request for information and documentation, Respondent failed to cooperate in a disciplinary investigation in willful violation of Business and Professions Code section 6068(i).

FACTS AND CONCLUSIONS OF LAW

FACTS

68. Respondent represented the Plaintiff in an action pending in the United States District Court for the Northern District of California entitled *Roy L. Morrison v. Albert Gonzales, et al*, Case No. C 05-04351 JSW.

69. In that matter, the Court sanctioned Respondent on January 27, 2006 in the amount of \$1,000 and indicated the Court would increase the sanction amount for fees incurred by the government and caused by the action of Respondent. On February 22, 2006, the Court awarded the Government \$1,200 as reasonable attorneys' fees incurred because of the actions of Respondent bringing the total award of sanctions to \$2,200. The sanctions related to misconduct not involving a discovery matter. Respondent represents that he has paid the sanction.

70. In its order of January 27, 2006, the Court ordered that the amount of \$1,000 and any additional amount awarded as attorneys' fees were to be referred to the State Bar Association.

71. Respondent never reported the sanction award to the State Bar of California.

72. Among other things that led the court to enter its sanction order were its findings that Respondent failed to respond to a request of the Government to meet and confer regarding a motion to transfer venue, improperly asserting venue in the Central District of California where there was no basis of doing so, the failure to file a timely response to the Government's motion to dismiss, Respondent's failure to make Rule 26 disclosures, Respondent's failure to meet and confer with respect to a case management conference, and a finding by the Court that Respondent did not act in good faith towards

his obligation to the Court all resulting in “a substantial amount of time . . . expended on this matter wasting both the Court’s time and the government’s resources.”

CONCLUSIONS OF LAW

73. By willfully failing to report the sanction award to the State Bar of California, Respondent violated Business & Professions Code section 6068(o)(3).

74. By the conduct alleged in paragraph 72, Respondent acted in willful violation of Rules of Professional Conduct, rule 3-110(A).

CONNOR MATTER — STATE BAR INVESTIGATION CASE NO. 09-O-11282

FACTS AND CONCLUSIONS OF LAW

FACTS

75. Respondent was retained by Roy Connor in connection with an employment case involving Raytheon Systems Company. Respondent filed action number BC219746 in the Los Angeles Superior Court. In addition to naming the employer defendant Raytheon Systems Company, Respondent named two individual defendants (“Individual Defendants”).

76. In a letter dated November 29, 2000, defense counsel informed Respondent that the claims against the Individual Defendants were unsupported by existing law or a reasonable extension thereof and requested that Respondent dismiss the claims against the Individual Defendants. Respondent refused to do so and defense counsel successfully obtained the dismissal of the Individual Defendants by way of a Motion for Summary Judgment.

77. Subsequently, Defendants brought a motion for sanctions against Respondent and his client for expenses incurred in having to bring the Motion for Summary Judgment on the grounds Respondent failed to dismiss the Individual Defendants under the applicable “30-day safe harbor period.” The motion was brought

under section 128.7, subsections (b) and (c) of the California Code of Civil Procedure. On February 1, 2001, the motion for sanctions was granted solely against Respondent in the amount of \$5,700.

78. Respondent did not report the sanction order entered against him to the California State Bar.

79. Respondent appealed the order granting summary judgment in favor of the Individual Defendants and the order granting sanctions.

80. On June 25, 2002, the order of summary judgment was affirmed on appeal in an unpublished decision, *Connor v. Raytheon Systems*, 2002 WL 1732511. The Court also determined that Respondent had waived his right to appeal the sanction order. Thus the sanction order became final.

CONCLUSIONS OF LAW

81. By failing to report the sanction order of \$5,700 to the State Bar of California, Respondent willfully violated Business and Professions Code section 6068(o)(3)

MICHELS MATTER — STATE BAR CASE NO. 10-O-02115

FACTS AND CONCLUSIONS OF LAW

FACTS

82. In May 2007, Andrew J. Michels ("Michels") retained Robert M. Ball to represent him with regard to claims of employment-related matters against his former employer, Dyn-Corp International. Michels paid Respondent a \$10,000 retainer. Respondent agreed to provide all legal services on a retainer/contingency fee basis. Respondent initially believed he could settle Michels' claims without the necessity for litigation. He attempted to negotiate a settlement with DynCorp representatives, but was unable to do so, and it became apparent that litigation would be required.

83. At the time of Respondent's retention, Michels was a resident of the District of Columbia. DynCorp International was located in Falls Church, VA. When it became apparent that no settlement would be reached, Respondent and Michels discussed the following: (i) that the action against his former employer would be filed in the District of Columbia; (ii) that Respondent would retain local counsel in the District of Columbia, and (iii) that Respondent would "waive in" to the District of Columbia (i.e. become admitted pro hac vice).

84. On November 13, 2007, Michels sent Respondent an e-mail requesting that Respondent provide him with a copy of the complaint which he filed against DynCorp. He also asked to be kept up to date on the status of the litigation. In response and also on November 13, Respondent by e-mail told Michels that:

- A. The statute of limitations did not run until December 2007;
- B. After consulting with a D.C. lawyer, Respondent was going to file a federal complaint, and that the D.C. lawyer "is allowing me to waive in pro hoc. Set to file early next week. Probably Monday be lawyer licensed to practice in DC federal court."

85. Respondent had consulted with local D.C. counsel who was willing to file the complaint on Michels' behalf. However, when the time to file approached, the local attorney became unavailable. Mr. Michels was out of the country. Mr. Ball knew a complaint had to be filed immediately before the statute ran. Therefore, on December 12, 2007, Respondent filed the civil action in the United States District Court for the District of Columbia, listing Michels as the Plaintiff appearing in "Pro se in forma pauperis." Relying on the Power of Attorney Michels signed when he retained Respondent (which gave Respondent specific authority to sign pleadings on Michels' behalf), Respondent signed Michels' name to the complaint. Respondent used Michels' home address as the address of record.

86. The Applicable Federal Rules of Civil Procedure (Rule 11) provides that a complaint filed in pro per must be personally signed by the unrepresented party.

87. On December 13, 2007, Michels e-mailed Respondent requesting an update. Respondent replied the same day by e-mail that the complaint was filed to preserve the "statute" and that he would have his secretary send Michels a copy. He also advised Michels that Respondent could not be on the caption because he had "not waived in yet...." Further, Respondent said he intended to amend the complaint before it was served so that Michels would have a chance to review the amended complaint. Respondent closed the e-mail by noting "Don't be concerned, I expect to make us a lot of money on this case." Michels responded by e-mail on the same date "OK\$". Although she had been instructed to do so, Respondent's secretary never sent a copy of the complaint to Michels, and therefore, Michels never had an opportunity to see or review it.

88. Although it was Respondent's intention to become admitted pro hac vice and to file an amended complaint as Michels' attorney, he failed to follow through due to personal problems that took him away from his law practice at the time.

89. On January 28, 2008, Michels sent Respondent another status request, and Respondent e-mailed Michels back the next day, promising to contact him, which Respondent did not do. In early February 2008, Michels was sent to Kosovo by the U.S. State Department in connection with his employment and did not return to the United States until January 2010. On April 15, 2008, the defendant in the action filed a motion to dismiss the complaint. Subsequently, Michels' wife provided Respondent with a copy of the Motion to Dismiss.

90. Because Michels had moved to Kosovo and because the complaint had his former address on it and not that of Respondent, Michels did not receive a copy of the motion to dismiss until sometime well after it had been filed. Only at that time and only from reading the motion to dismiss did Michels realize that Respondent had filed the complaint in Michels' name in pro se.

91. In April 2008, Michels wrote Respondent about the motion to dismiss, about the fact the complaint had been filed in his name as a pro per and about Respondent's failure to respond to Michels' request for updates and information about his case.

92. On May 7, 2008, Respondent responded by e-mail. He told Michels that he was working on a response to the motion to dismiss and "it will be timely filed." He also told Michels that he was still in pro per because he was having difficulty finding someone to "waive in under", and that he had been out of the office because of medical issues concerning his fiancée, who was six months pregnant with his child.

93. Respondent thereafter researched and prepared a written opposition to the motion to dismiss, which he forwarded to Michels. In a June 3, 2008 e-mail to Michels he stated the following:

"Andy, sent you a substantive response to the motion to dismiss that explains to you why I believe their motion should not be granted. However, based on what has transpired, it is unlikely I will be allowed to waive in but I have researched and provided authority to defeat motion. Although I have authority to hire professionals on your behalf, *I don't feel comfortable hiring an attorney to sub in and file the opposition*; however, an opposition needs to be filed right away because the defense insists there is no way to state a proper claim. AS YOU CAN SEE THAT IS FALSE. You filed a declaration already so look at what I sent you, make any changes and file something with the court right away. Under these set of circumstances, I believe it is imperative to let court know you can state a claim. We can figure out where to go from here once your rights are preserved. Please file something quickly or have someone file for you *or give me specific authority to get a D.C. lawyer to file on your behalf.*" (Emph. supplied)

In fact, Mr. Ball had already faxed the paperwork to a D.C. lawyer who had agreed to file it but who wanted written authorization from Michels.

94. On June 4, 2008, Michels by e-mail told Respondent it was *his* obligation to represent him in the pending case. On June 5, 2008, Respondent e-mailed Michels, informing him that he would use his best judgment "which at this time tells me to hire someone in D.C. right away." On June 6, 2008, Respondent again e-mailed Michels, informing him that he was still arranging for local counsel to assist; "however, please file this the same way you filed your declaration ASAP."

Respondent was unable to hire local D.C. counsel without Michels' express authorization to do so, which Michels did not provide. As a result, Respondent was not able to arrange for local counsel's assistance to file the opposition to the motion to dismiss.

95. Michels, who has a law degree but is not a practicing lawyer, proceeded to file a declaration with the court on his own, advising it that he had never signed the original complaint and that Respondent had not been authorized to sign it or file it as his agent. Michels sought leave to file an amended complaint; however, because he did not comply with a local rule that required him to accompany his motion for leave to amend with an original of the proposed pleading as amended, his original complaint was stricken, his motion for leave to amend was denied, and his action was dismissed, without prejudice, on July 1, 2008.

96. Michels requested return of his \$10,000 retainer. Respondent admitted to Michels that he did not earn the retainer, and offered to repay it in installments. He was unable to repay the retainer prior to Michels filing his State Bar complaint. On June 1, 2010, Respondent returned \$1,000 to Mr. Michels. The balance of the retainer, or \$9,000, shall be paid as set forth in the Restitution provisions in this Stipulation at pages 7 and 11.

CONCLUSIONS OF LAW:

97. By failing to obtain local counsel to timely file the complaint on Michels' behalf or by failing to become admitted pro hac vice in order to timely file the complaint himself, by filing the complaint listing Michels as a plaintiff in pro per and by signing his client's name to the pro per complaint in violation of Rule 11 of the Federal Rules of Civil Procedure; by failing to subsequently amend the complaint to have Michels properly represented by counsel, and by failing to secure local counsel to contest the motion to dismiss the complaint, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in wilful violation of Rule 3-110(A), Rules of Professional Conduct.

98. Respondent's conduct, described in the preceding paragraph, involved acts of gross carelessness and negligence which constitute moral turpitude in violation of Bus. & Professions Code section 6106, even in the absence of intentional dishonesty, as stated by the Supreme Court in Doyle v. State Bar (1976) 15 Cal.3d 973, 978.

99. By failing to promptly refund the unearned retainer of \$10,000 when requested to do so by his client, Respondent wilfully violated Rule 3-700(D)(2), Rules of Professional Conduct.

III. SUPPORTING AUTHORITY

Standard 2.4(b) of the Standards For Attorney Sanctions For Professional Misconduct states:

“Culpability of a member of willfully failing to perform services in an individual matter or matters not demonstrating a pattern of misconduct or culpability of a member of willfully failing to communicate with a client shall result in reproof or suspension depending upon the extent of the misconduct and the degree of harm to the client.”

Standard 2.6 addresses violations of Business and Professions Code section 6068 and mandates “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.”

Standard 1.3 sets forth the purposes of discipline as follows: “the protection of the public, the courts and the legal profession; the maintenance of high professional standards by attorneys and the preservation of public confidence in the legal profession. Rehabilitation of a member is a permissible object of a sanction imposed upon the member but only if the imposition of rehabilitative sanctions is consistent with the above-stated primary purposes of sanctions for professional misconduct.

Because the facts and circumstances of each case differs, there is a wide range in the discipline imposed. The following cases support the conclusion that the stipulated discipline in this case complies with the Standards and should be approved.

In the Matter of Lais (Review Dept. 1998) 3 Cal. State Bar Ct. Rptr. 907. Lais received 2 years stayed, 3 yrs. probation and 90 days actual, plus \$3,607 restitution requirement after being found culpable for twelve violations in five client matters. Among other acts, Lais failed to promptly refund an unearned fee, failed to communicate, unintentionally failed to perform, improperly withdrew as counsel, failed to promptly return the client’s file. committed an act of moral turpitude, failed to promptly pay out settlement funds, failed to deposit funds in his CTA; and committed an act of moral turpitude by inducing the client to withdraw a disciplinary complaint. In aggravation, he committed multiple acts of misconduct and failed to demonstrate remorse (also interfered with Bar investigation). In mitigation, his absence of prior discipline, general honesty and integrity as attested to by 7 character witnesses and extensive volunteer work were given significant weight.

In the Matter of Kaplan (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 509. Kaplan received 2 years stayed, 2 yrs. probation, and 90 days actual after being found

culpable for eight violations in eight client matters. He failed to communicate in five matters, failed to sign substitutions of attorney forms promptly and/or forward client files in seven matters, failed to perform services in three matters, failed to endorse and return settlement drafts of former clients promptly in two matters and failed to pay court-ordered sanctions. No charges of moral turpitude. In mitigation, he had no prior record of discipline, experienced marital difficulties at the time of the misconduct, and corrected poor office practices underlying much of the wrongdoing.

While the actual suspension in the two cited cases was less than the seven months recommended here, there was no prior discipline in either of the two cited cases.

IV. ESTIMATE OF COSTS


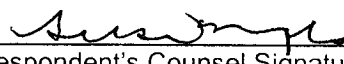
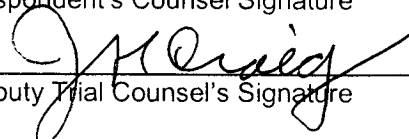
Respondent acknowledges that the office of the Chief Trial Counsel has informed Respondent that as of October 15, 2009, the estimated prosecution costs in this matter are approximately \$6,935. Respondent acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings. Such costs shall be assessed against Respondent pursuant to Business and Professions Code section 6086.10. The obligation to pay the costs to the State Bar by the Respondent is provided in Business and Professions Code section 6140.7. The obligation may also be enforced as a money judgment as also provided under section 6086.10 of the Business and Professions Code.

(Do not write above this line.)

In the Matter of Robert M. Ball	Case number(s): 08-O-11389, 07-O-12895, 08-O-10514, 08-O-10230, 05-O-04060, 09-O-11282 and 10-O-02115
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SIGNATURE OF THE PARTIES

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

<u>6/22/2010</u> Date	 Respondent's Signature	<u>Robert M. Ball</u> Print Name
<u>June 22, 2010</u> Date	 Respondent's Counsel Signature	<u>Susan Margolis</u> Print Name
<u>June 18, 2010</u> Date	 Deputy Trial Counsel's Signature	<u>Jerome H. Craig</u> Print Name

In the Matter of
Robert M. Ball (State Bar No. 138482)

Case number(s):
08-O-11389, 07-O-12895, 08-O-10514, 08-O-10230,
05-O-04060, 09-O-11282 and 10-O-02115

A Member of the State Bar

NOLO CONTENDERE PLEA TO STIPULATION AS TO FACTS, CONCLUSIONS OF LAW AND DISPOSITION

Bus. & Prof. Code § 6085.5 Disciplinary Charges; Pleas to Allegations

There are three kinds of pleas to the allegations of a Notice of Disciplinary Charges or other pleading which initiates a disciplinary proceeding against a member:

- (a) Admission of culpability.
- (b) Denial of culpability.
- (c) **Nolo contendere, subject to the approval of the State Bar Court. The court shall ascertain whether the member completely understands that a plea of nolo contendere shall be considered the same as an admission of culpability and that, upon a plea of nolo contendere, the court shall find the member culpable. The legal effect of such a plea shall be the same as that of an admission of culpability for all purposes, except that the plea and any admission required by the court during any inquiry it makes as to the voluntariness of, or the factual basis for, the pleas, may not be used against the member as an admission in any civil suit based upon or growing out of the act upon which the disciplinary proceeding is based. (Added by Stats. 1996, ch. 1104.) (emphasis supplied)**

Rule 133, Rules of Procedure of the State Bar of California **STIPULATION AS TO FACTS, CONCLUSIONS OF LAW AND DISPOSITION**

(a) A proposed stipulation as to facts, conclusions of law, and disposition must set forth each of the following:

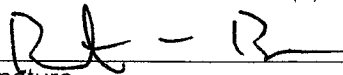
- (5) a statement that Respondent either
 - (i) admits the facts set forth in the stipulation are true and that he or she is culpable of violations of the specified statutes and/or Rules of Professional Conduct or
 - (ii) **pleads nolo contendere to those facts and violations. If the Respondent pleads nolo contendere, the stipulation shall include each of the following:**
 - (a) **an acknowledgement that the Respondent completely understands that the plea of nolo contendere shall be considered the same as an admission of the stipulated facts and of his or her culpability of the statutes and/or Rules of Professional Conduct specified in the stipulation; and**
 - (b) **if requested by the Court, a statement by the Deputy Trial Counsel that the factual stipulations are supported by evidence obtained in the State Bar investigation of the matter (emphasis supplied)**

I, the Respondent in this matter, have read the applicable provisions of Bus. & Prof. Code § 6085.5 and rule 133(a)(5) of the Rules of Procedure of the State Bar of California. I plead nolo contendere to the charges set forth in this stipulation and I completely understand that my plea must be considered the same as an admission of culpability except as state in Business and Professions Code section 6085.5(c).

Date

6/22/2010

Signature



Print Name

Robert BALL

(Do not write above this line.)

In the Matter Of Robert M. Ball	Case Number(s): 05-O-04060, 08-O-11389, 07-O-12895, 08-O-10514, 08-O-10230, 09-O-11282 and 10-0-02115
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ORDER

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

- The 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.

Please see attached Modifications to Stipulation.

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

Date

7/6/10


RICHARD A. HONN
Judge of the State Bar Court

Robert M. Ball

Case Nos. 05-O-04060, 08-O-11389, 07-O-12895, 08-O-10514, 08-O-10230, 09-O-11282 and 10-0-02115

MODIFICATIONS TO STIPULATION

1. On page 9 of the stipulation, under Law Office Management Conditions, in condition b, the word "four" is inserted in the space that the parties left blank in the first sentence so that condition b now reads:

Within six months of the effective date of the discipline herein, Respondent must submit to the Office of Probation satisfactory evidence of completion of no less than four hours of Minimum Continuing Legal Education (MCLE) approved courses in law office management, attorney client relations and/or general legal ethics. This requirement is separate from any MCLE requirement, and Respondent will not receive MCLE credit for attending these courses (Rule 3201, Rules of Procedure of the State Bar.)

2. On page 10 of the stipulation, under Medical Conditions, in the first paragraph of condition b, the word "two" is inserted in the space that the parties left blank in the first sentence and the word "six" is inserted in the space that the parties left blank in front of the word "months" in the last sentence so that the first paragraph of condition b now reads:

Respondent must obtain psychiatric or psychological help/treatment from a duly licensed psychiatrist, psychologist, or clinical social worker at respondent's own expense a minimum of two times per month and must furnish evidence to the Office of Probation that respondent is so complying with each quarterly report. Help/treatment should commence immediately, and in any event, no later than thirty (30) days after the effective date of the discipline in this matter. Treatment must continue for six months.

--X-X-X-X-

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on July 6, 2010, I deposited a true copy of the following document(s):

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

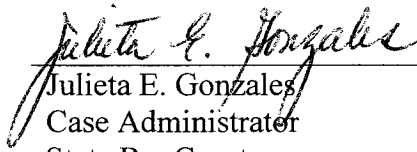
in a sealed envelope for collection and mailing on that date as follows:

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

SUSAN L MARGOLIS ATTORNEY AT LAW
MARGOLIS & MARGOLIS LLP
2000 RIVERSIDE DR
LOS ANGELES, CA 90039

JEROME H CRAIG ESQ
MORRISON & FOERSTER
555 W 5TH ST #3500
LOS ANGELES, CA 90013-1024

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on July 6, 2010.



Julieta E. Gonzalez
Case Administrator
State Bar Court