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State Bar Court of California Hearing Department Los Angeles STAYED SUSPENSION			PUBLIC MATTER
Counsel For The State Bar Larry DeSha Deputy Trial Counsel 1149 S. Hill Street Los Angeles, CA 90015 (213) 765-1336 Bar # 117910	Case Number(s): 08-O-12370-RAH 09-O-14963-RAH	For Court use only <div style="font-size: 1.5em; font-weight: bold; letter-spacing: 0.2em;">FILED</div> <div style="font-size: 1.2em; font-weight: bold;">SEP 19 2011</div> <div style="font-size: 0.8em; font-weight: bold;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</div>	
Counsel For Respondent David A. Clare 444 W. Ocean Blvd.; Ste. 800 Long Beach, CA 90802 (562) 624-2837 Bar # 44971	Submitted to: Settlement Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING STAYED SUSPENSION; NO ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED		
In the Matter of: DONALD C. AMAMGBO, Bar # 164716 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 June 15, 1993.
- (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 13 pages, not including the order.



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- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
 - Costs are added to membership fee for calendar year following effective date of discipline.
 - Costs are to be paid in equal amounts prior to February 1 for the following membership years: 2013 and 2014. (Hardship, special circumstances or other good cause per rule 5.132, Rules of Procedure). If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.
 - Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - Costs are entirely waived.

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

- (1) **Prior record of discipline** [see standard 1.2(f)]
 - (a) State Bar Court case # of prior case
 - (b) Date prior discipline effective
 - (c) Rules of Professional Conduct/ State Bar Act violations:
 - (d) Degree of prior discipline
 - (e) If Respondent has two or more incidents of prior discipline, use space provided below or a separate attachment entitled "Prior Discipline."
- (2) **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.

(Effective January 1, 2011)

Stayed Suspension

- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct.
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances

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

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

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Additional mitigating circumstances

Respondent has no prior record of discipline in 14 years of practice prior to the misconduct herein.
See Stipulation Attachment, page 11.

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D. Discipline:

(1) **Stayed Suspension:**

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

- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. and until Respondent does the following:

The above-referenced suspension is stayed.

(2) **Probation:**

Respondent is placed on probation for a period of (2) years, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18 California Rules of Court.)

E. Additional Conditions of Probation:

- (1) During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (2) 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.
- (3) 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.
- (4) 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.

- (5) 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.

- (6) 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.
- (7) 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 State Bar Ethics School, and passage of the test given at the end of that session.
- No Ethics School recommended. Reason: .
- (8) 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.
- (9) The following conditions are attached hereto and incorporated:
- | | |
|---|---|
| <input type="checkbox"/> Substance Abuse Conditions | <input type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input 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 within one year. **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 5.162(A) & (E), Rules of Procedure.**
- No MPRE recommended. Reason:
- (2) **Other Conditions:**

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: DONALD C. AMAMGBO
CASE NOS.: 08-O-12370-RAH; 09-O-14963-RAH

WAIVER OF VARIANCE:

The parties waive any variance between the Notice of Disciplinary Charges filed on May 13, 2011, and the facts and/or conclusions of law contained in this stipulation. Additionally, the parties waive the issuance of an amended Notice of Disciplinary Charges. The parties further waive the right to the filing of a Notice of Disciplinary Charges and to a formal hearing on any charge not included in the pending Notice of Disciplinary Charges.

FACTS FOR CASE NO. 08-O-12370-RAH:

1. On January 31, 2007, Sherry Hursey ("Hursey") agreed to hire an attorney to represent her in a personal injury claim arising from an automobile accident on January 27, 2007. Unbeknownst to Hursey, she was dealing only with a nonlawyer paralegal ("Yolanda") who was operating the attorney's law office while the attorney was on an extended vacation. Yolanda engaged in the unauthorized practice of law in Hursey's case, including evaluating Hursey's case, drafting and sending letters to the other driver's insurance company ("Travelers"), and arranging for medical treatment.
2. On March 21, 2007, Yolanda notified Hursey that her attorney was not available to continue work on her case, but that Yolanda was going to work for a second attorney ("Sherman") who would be willing to take her case from the first attorney. Hursey signed a new fee agreement with Sherman, but never got a copy purporting to be signed by Sherman.
3. On May 24, 2007, Yolanda sent a letter to Travelers with notice that Hursey had completed medical treatment for a total bill of \$1,640.00.
4. In early June 2007, in anticipation of entering a guilty plea to two felony counts of federal income tax evasion, Sherman negotiated with Respondent for Respondent to take most but not all of the cases in Sherman's law practice, including 146 personal injury cases. An agreement was reached whereby Respondent would take over the cases, lease Sherman's main office in Marina Del Rey, rent a satellite office in Reseda where Yolanda worked, and temporarily continue the employment of three nonlawyers who had been working for Sherman, including Yolanda.
5. Hursey's case was not on the list of cases which Sherman and Respondent agreed would be transferred to Respondent, and Respondent had no knowledge of this case until he later heard from the State Bar.

6. Respondent failed to inspect Sherman's satellite office in Reseda, where Yolanda worked. If he had done so, he would have seen that the office was a single small room measuring about 10 feet on each side, in which there was one desk for Yolanda and no room for any other employee, such as an attorney who could meet with clients or supervise Yolanda's work for Sherman or Respondent.

7. On June 12, 2007, Yolanda sent a letter to Travelers, notifying Travelers that Hursey had changed attorneys from Sherman to Respondent. Yolanda forged Respondent's signature to the letter. Hursey was not informed of this change of attorneys and did not consent to it.

8. On July 26, 2007, a paralegal formerly employed by Sherman, who was working in the Marina Del Rey law office that Respondent took over from Sherman, negotiated a settlement of Hursey's case for \$4,500. Neither Respondent nor Hursey were aware of this negotiation or settlement.

9. On August 17, 2007, someone in Respondent's office forged Hursey's signature to a general release of all claims in exchange for \$4,500, and sent the release to Travelers. On August 21, 2007, Travelers sent their check for \$4,500 to Yolanda at her office in Reseda.

10. On August 26, 2007, Yolanda invited Hursey to come to Yolanda's office in Reseda to discuss her case. Hursey went there on that same day. Yolanda informed Hursey of the settlement and offered her an accounting and a check for \$1,500. It was the first time that Hursey had been informed that Respondent had taken over her case. Hursey refused to accept the settlement and demanded that Respondent explain how the case was settled without her authority. Yolanda promised to have Respondent call Hursey and explain, but Yolanda later told Hursey that Respondent was not available. Yolanda never informed Respondent of Hursey's demand or the existence of Hursey's case.

11. Someone in Respondent's office then forged Hursey's endorsement to the settlement check, and deposited it into Respondent's Client Trust Account ("CTA") on August 29, 2007. Respondent and the treating doctor were promptly paid \$1,500 each, and \$1,500 was retained in the CTA to pay Hursey.

12. Thereafter, Yolanda invited Hursey several times to return to her office to discuss the settlement, but Hursey declined.

13. On June 7, 2008, Hursey complained to the State Bar that Respondent had settled her case without authority and had caused forgery of her signature on the release and the settlement check.

14. On September 18, 2008, the State Bar sent a letter to Respondent requesting a written response to Hursey's allegations. Respondent subsequently retained counsel, who informed the State Bar on October 14, 2008 that Respondent knew nothing about Hursey or her case before the State Bar's inquiry.

15. On February 10, 2009, Respondent met with Hursey, and they settled her claim against Respondent for \$5,500 for her damages arising from his negligence in handling her case. Respondent paid Hursey the \$5,500 that same day.

16. Respondent did not notice until the State Bar's inquiry that his CTA carried a balance of \$1,500 owed to Hursey since August 29, 2007. He did not supervise Yolanda's activities in this case during the first few months after she became his employee, and did not have any other attorney supervising her on Respondent's behalf.

CONCLUSIONS OF LAW FOR CASE NO. 08-O-12370-RAH

17. Respondent repeatedly or recklessly failed to perform legal services with competence by his failure to exercise reasonable supervision of his employees, resulting in their accepting Hursey as a client without the knowledge of Respondent or Hursey, settling Hursey's case without authority from Respondent or Hursey, and forging Hursey's signature to the release and settlement check, and Respondent thereby willfully violated rule 3-110(A) of the California Rules of Professional Conduct.

FACTS FOR CASE NO. 09-O-14963-RAH:

18. On January 31, 2007, Esteban Benavidez ("Benavidez") agreed to hire an attorney to represent him in a personal injury claim arising from an automobile accident on January 27, 2007. Unbeknown to Benavidez, he was dealing only with a nonlawyer paralegal ("Yolanda") who was operating the attorney's law office while the attorney was on an extended vacation. Yolanda engaged in the unauthorized practice of law in Benavidez's case, including evaluating Benavidez's case, drafting and sending letters to the other driver's insurance company ("Travelers"), and arranging for medical treatment. Benavidez was involved in the same accident as client Hursey in case no. 08-O-12370-RAH above, and it was Benavidez who referred Hursey to their first attorney.

19. On March 23, 2007, Yolanda notified Travelers that Benavidez had changed attorneys to attorney Sherman, and that attorney Sherman and Yolanda could be reached at the same address previously given Travelers. Benavidez did not approve this change of attorneys and was not made aware of it.

20. In early June 2007, in anticipation of entering a guilty plea to two felony counts of federal income tax evasion, Sherman negotiated with Respondent for Respondent to take over Sherman's law practice, including 146 personal injury cases. An agreement was reached whereby Respondent would take over the cases, lease Sherman's main office in Marina Del Rey, rent a satellite office in Reseda where Yolanda had worked for Sherman, and continue the employment of three nonlawyers who had been working for Sherman, including Yolanda.

21. Benavidez's case was not on the list of cases which Sherman and Respondent agreed would be transferred to Respondent, and Respondent had no knowledge of this case until he later heard from the State Bar.

22. Respondent failed to inspect Sherman's satellite office in Reseda, where Yolanda worked. If he had done so, he would have seen that the office was a single small room measuring about 10 feet on each side, in which there was one desk for Yolanda and no room for any other employee, such as an attorney who could meet with clients or supervise Yolanda's work for Sherman or Respondent.

23. On June 12, 2007, Yolanda sent a letter to Travelers, notifying Travelers that Benavidez had changed attorneys from Sherman to Respondent. Yolanda forged Respondent's signature to the letter. Benavidez was not informed of this change of attorneys and did not consent to it.

24. On July 13, 2007, Yolanda forged Respondent's signature to a letter to Travelers which stated that Benavidez had completed medical treatment. It enclosed his medical reports and the final bill showing a total of \$3,220 in medical expenses.

25. On August 27, 2007, a paralegal formerly employed by Sherman, who was working in the Marina Del Rey law office that Respondent took over from Sherman, negotiated a settlement of Benavidez's case for \$3,000. Neither Respondent nor Benavidez were aware of this negotiation or settlement. Benavidez was an uninsured driver and was not entitled to damages for pain and suffering.

26. On August 28, 2007, someone in Respondent's office forged Benavidez's signature to a general release of all claims in exchange for \$3,000, and sent the release to Travelers. On August 29, 2007, Travelers sent their check for \$3,000 to Respondent's newly-acquired office in Marina Del Rey.

27. On September 6, 2007, someone in Respondent's Marina Del Rey office wrote checks for the disbursement of Benavidez's settlement funds from the CTA, consisting of checks for \$1,500 to Benavidez's treating doctor, \$1,000 to Respondent for his fee, and \$500 to Benavidez.

28. On September 7, 2007, Benavidez's settlement check was deposited into Respondent's CTA. Benavidez's endorsement had been forged.

29. On September 10, 2007, Yolanda sent a letter to Benavidez on Respondent's letterhead, stating that Benavidez had not returned her telephone calls, and requesting him to call her as soon as possible. This was the first indication to Benavidez that Respondent was connected to his case.

30. On an unknown date thereafter, Benavidez called Yolanda and learned that his case had been settled. In early October 2007, Benavidez went to Yolanda's office, ratified the settlement, and picked up his check for \$500. Benavidez subsequently cashed the check, and it was paid from Respondent's CTA on October 12, 2007.

CONCLUSIONS OF LAW FOR CASE NO. 09-O-14963-RAH:

31. Respondent repeatedly or recklessly failed to perform legal services with competence by his failure to exercise reasonable supervision of his employees, resulting in their accepting Benavidez as a client without the knowledge of Respondent or Benavidez, settling Benavidez's case without authority from Respondent or Benavidez, and forging Benavidez's signature to the release and settlement check, and Respondent thereby willfully violated rule 3-110(A) of the California Rules of Professional Conduct.

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DISMISSALS:

The State Bar respectfully requests the Court to dismiss the following alleged violations in the interests of justice:

<u>Case No.</u>	<u>Count</u>	<u>Alleged Violation</u>
08-O-12370-RAH	One	B&PC section 6106
09-O-14963-RAH	Two	B&PC section 6106
08-O-12370-RAH 09-O-14963-RAH	Four	Rule 4-100(B)(4)
08-O-12370-RAH	Five	Rule 4-100(B)(3)
09-O-14963-RAH	Six	Rule 4-100(B)(3)
09-O-14963-RAH	Seven	Rule 3-700(D)(1)
08-O-12370-RAH 09-O-14963-RAH	Eight	B&PC section 6068(a)
08-O-12370-RAH 09-O-14963-RAH	Nine	Rule 3-310(C)(1)

MITIGATING CIRCUMSTANCES:

- 1. No Prior Discipline.** Although the misconduct herein is serious, Respondent has no prior record of discipline since being admitted to the practice of law on June 15, 1993. [Standard 1.2(e)(i).]

SUPPORTING AUTHORITY:

Standards

Standard 2.4(b) requires a reproof or suspension, depending upon the extent of the misconduct and the degree of harm to the client, when there is a willful failure to perform services in matters not demonstrating a pattern of misconduct or willful failure to communicate.

Case Law

In *Palomo v. State Bar* (1984) 36 Cal.3d 785, attorney Palomo received a check for \$3,000.00 as a partial distribution from a decedent's estate to one of his clients. Palomo forged the client's endorsement to the check, instructed his office manager to deposit the check into his

CTA, and forgot about it. The office manager deposited it into the office's payroll account, and spent the account balance below the \$3,000 on several occasions.

The client complained some four months later, and Palomo then paid the client \$3,150. Palomo was found culpable of endorsing the check without authority, failure to deposit it into his CTA, failure to notify the client of receipt of the funds, and misappropriation of part of the funds. He admitted to failure to supervise his office manager and failure to review his CTA records. There was an aggravating factor of a prior discipline of a public reproof imposed only one month before he received the check. There was one mitigating factor of reasonable promptness in paying the client in only 15 days after the client complained to him.

The California Supreme Court imposed a stayed suspension for one year and probation for one year. In departing from the usual "substantial discipline" normally imposed for CTA violations, the Court was influenced by the lack of a specific intent to defraud the client and by the fact that it was only one incident of misconduct.

Respondent's failure to supervise his staff resulted in two settlements without the clients' prior knowledge or permission, plus forged signatures to the releases and settlement checks, but it did not result in any misappropriation or provable financial loss to either client.

Respondent did not personally forge anything, there is no evidence that he knew about the settlements or forgeries prior to contact by the State Bar, and he has the mitigating factor of 14 years without prior discipline.

PENDING PROCEEDINGS:

The disclosure date referred to on page 2, paragraph A.(7), was August 29, 2011.

COSTS:

Respondent acknowledges that the Office of the Chief Trial Counsel has informed Respondent that as of August 30, 2011, the costs in this matter are \$4,161.00. Respondent further acknowledges that, should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

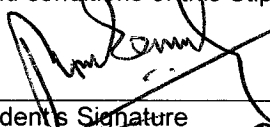
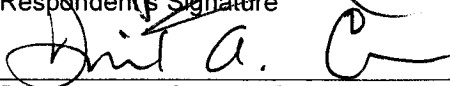
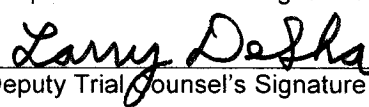
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In the Matter of: DONALD C. AMAMGBO	Case number(s): 08-O-12370-RAH; 09-O-14963-RAH
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SIGNATURE OF THE PARTIES

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.

August 31, 2011 Date	 Respondent's Signature	Donald C. Amamgbo Print Name
August 31, 2011 Date	 Respondent's Counsel Signature	David A. Clare Print Name
20 ^{September} August 1, 2011 Date	 Deputy Trial Counsel's Signature	Larry DeSha Print Name

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In the Matter of: DONALD C. AMAMGBO	Case Number(s): 08-O-12370-RAH; 09-O-14963-RAH
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STAYED SUSPENSION 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.)**

09-16-11
Date



Judge of the State Bar Court
RICHARD A. PLATEL

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on September 19, 2011, 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:

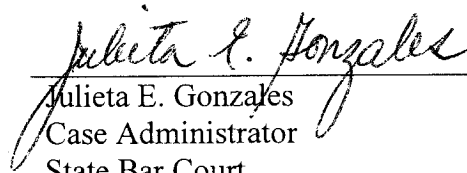
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

DAVID ALAN CLARE ESQ
444 W OCEAN BLVD STE 800
LONG BEACH, CA 90802

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

Ernest Larry DeSha, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on September 19, 2011.



Julieta E. Gonzales
Case Administrator
State Bar Court