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

**PUBLIC MATTER**

Counsel For The State Bar  <b>Esther Rogers</b> <b>Deputy Trial Counsel</b> <b>State Bar of California</b> <b>180 Howard Street</b> <b>San Francisco, CA 94105</b> <b>(415)538-2258</b>  Bar # <b>148246</b>	Case Number (s) <b>08-O-12763;</b> <b>08-O-12764;</b> <b>08-O-13130;</b> <b>08-O-13131;</b> <b>08-O-13914;</b> <b>08-O-14014;</b> <b>08-O-14692;</b> <b>09-O-10085;</b> <b>09-O-10679</b>	(for Court's use)        <div align="center"> <b>FILED</b>    <b>APR 22 2009</b>   <b>STATE BAR COURT CLERK'S OFFICE</b>  <b>SAN FRANCISCO</b> </div>
Counsel For Respondent  <b>Donald Ricketts</b> <b>28855 Kenroy Ave</b> <b>Santa Clarita, CA 91387</b> <b>(661)250-3091</b>		
Bar # <b>39825</b>	Submitted to: <b>Settlement Judge</b>  STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING  <b>ACTUAL SUSPENSION</b>  <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter Of: <b>Julie H. Raridan</b>  Bar # <b>195857</b>  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 5, 1998**.
- (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 **30** pages, not including the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."

- (7) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
- ☒ until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 284, Rules of Procedure.
  - ☐ costs to be paid in equal amounts prior to February 1 for the following membership years:  
(hardship, special circumstances or other good cause per rule 284, Rules of Procedure)
  - ☐ costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
  - ☐ costs entirely waived

**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.
- (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. **Respondent's conduct harmed her clients by depriving them of their funds.**
- (5) ☐ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) ☐ **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) ☒ **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. **Respondent current misconduct consists of nine matters.**
- (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. **Respondent has been admitted since 1998 and has no prior record of discipline.**
- (2) ☐ **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) ☒ **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings. **Respondent agreed to the imposition of discipline without requiring a hearing.**
- (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. **Respondent was separated from her husband of 24 years and her living conditions were extremely stressful.**
- (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. **Respondent was building a house and ran out of funds and received no income from her husband.**
- (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. **See explanation above under item (8) and (9).**
- (11) ☐ **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) ☐ **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) ☐ **No mitigating circumstances** are involved.

**Additional mitigating circumstances**

## D. Discipline:

(1) ☒ **Stayed Suspension:**

- (a) ☒ Respondent must be suspended from the practice of law for a period of **three 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 **three 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 **eighteen months**.
- 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 type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions         | <input checked="" type="checkbox"/> Financial Conditions  |

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

- (1) ☒ **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 961-9.10(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.**
- ☐ No MPRE recommended. Reason: \_\_\_\_\_
- (2) ☒ **Rule 955-9.20, California Rules of Court:** Respondent must comply with the requirements of rule 955 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 955-9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule 955-9.20, 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:**

IN THE MATTER OF: Julie H. Raridan

CASE NUMBER(S): 08-O-12763; 08-O-12763; 08-O-12764; 08-O-13130;  
08-O-13131; 08-O-13914; 08-O-14014; 08-O-14692;  
09-O-1008509-O-195857

## **FACTS AND CONCLUSIONS OF LAW.**

Respondent admits that the following facts are true and that she is culpable of violations of the specified statutes and/or Rules of Professional Conduct:

Case Number 08-O-12764 (The DuPriest Matter)

### **Count One(A)**

#### Statement of Facts

On or about July 9, 2007, Ted Scott DuPriest ("DuPriest") employed respondent to represent him in a family law matter entitled *Terri Rene DuPriest v. Ted Scott DuPriest*, San Joaquin Superior Court case number FL 351-55 (the "DuPriest matter"). At the time DuPriest employed respondent, DuPriest paid respondent \$7,500 in advanced fees. DuPriest and respondent also entered into a fee agreement that required respondent to provide DuPriest with monthly or periodic billings of fees and costs. It also provided that upon request from the client, respondent would provide an account statement within ten days. At the time that DuPriest employed respondent, she had an office located at 901 H Street, Suite 202, Sacramento with a Sacramento phone number.

On or about February 1, 2008, respondent relocated her office from Sacramento to Yuba City, and changed her address to P.O. Box 1747, Yuba City. Respondent did not provide a physical location for her office. On or about February 1, 2008, respondent ceased receiving mail at the Sacramento address.

On or about February 5, 2008, DuPriest sent respondent an email in which DuPriest informed respondent that he was preparing his income tax returns and requested that respondent return the boat registration and other documentation DuPriest previously provided respondent. On or about February 5, 2008, respondent received the email, but she failed to respond to it and failed to return DuPriest's documentation.

On or about February 20, 2008, DuPriest emailed respondent asking her to ship his two boxes of files to him in order for him to prepare his tax returns. On or about February 20, 2008, respondent received DuPriest's email, but failed to respond to and failed to return DuPriest's documentation.

On or about March 17, 2008, the Court properly served respondent with a notice of a property hearing in the DuPriest matter set for May 12, 2008. On or about March 17, 2008, respondent received the March 17, 2008 notice of the hearing. Thereafter, respondent failed to inform DuPriest that a hearing had been set for May 12, 2008.

On or about May 8, 2008, DuPriest learned from his estranged wife that respondent had failed to respond to numerous attempts by opposing counsel to contact respondent and that there was another hearing scheduled for May 12, 2008. On or about May 8, 2008, DuPriest emailed respondent inquiring about the hearing scheduled for May 12, 2008. On or about May 8, 2008, respondent replied to DuPriest's email and confirmed there was a hearing scheduled for May 12, 2008. Respondent also indicated that she thought the hearing would not take place since respondent was in communication with opposing counsel regarding settlement.

On or about May 11, 2008, respondent called DuPriest to inform him that the hearing would go forward on May 12, 2008. Prior to on or about May 12, 2008, respondent failed to meet with DuPriest to prepare him for the hearing on May 12, 2008. On or about May 12, 2008, respondent, DuPriest, opposing counsel, and DuPriest's estranged spouse appeared at the hearing in the DuPriest matter. DuPriest testified at the hearing.

On or about May 22, 2008, DuPriest sent respondent an email asking respondent to return the documentation regarding the boat. In the email, DuPriest also requested that respondent provide him with respondent's current email address and telephone number. On or about May 22, 2008, respondent received the email, but failed to respond to it and failed to return DuPriest's documentation.

On or about May 29, 2008, DuPriest sent respondent an email informing respondent that he had been unable to communicate with her because she was no longer at the Sacramento office. The email requested that respondent telephone DuPriest or email him as soon as possible because he needed to know how to reach respondent. On or about May 29, 2008, respondent received the email, but failed to respond to it and failed to inform DuPriest how he could reach respondent.

On or about June 5, 2008, DuPriest sent respondent an email informing respondent that he had been unable to communicate with her because she was no longer at the Sacramento office. The email requested that respondent telephone DuPriest or email him as soon as possible because DuPriest needed to know how to reach respondent. On or about June 5, 2008, respondent received the email, but failed to respond to it and failed to inform DuPriest how he could reach respondent.

On or about June 12, 2008, the Court issued a dissolution judgment which awarded the boat to DuPriest's former wife and required DuPriest to turn over the boat registration. On or about June 16, 2008, DuPriest sent respondent an email requesting that respondent return the boat documentation. The email also requested an accounting of respondent's fees. The email also requested that respondent provide DuPriest with respondent's contact information, including her email address, office location, and telephone numbers, so that he could speak personally with respondent. On or about June 16, 2008, respondent received DuPriest's email.

Pursuant to the terms of the fee agreement, respondent was required to provide DuPriest with an accounting within 10 business days from June 16, 2008, or by June 30, 2008. On or about June 17, 2008, respondent notified DuPriest that she would send him a refund of unearned fees and an accounting by June 24, 2008. On or about June 24, 2008, respondent returned the boat documentation to DuPriest. Prior to on or about June 24, 2008, respondent failed to refund DuPriest's unearned fees and failed to provide DuPriest with an accounting.



On or about June 2, 2008, DuPriest sent respondent an email and requested that respondent provide him with an accounting of the advanced fees he paid her and with a refund of the unearned fees. On or about June 24, 2008, respondent received DuPriest's email. On or about June 26, 2008, respondent telephoned DuPriest and promised to send him a refund of unearned fees and to provide him an accounting by July 3, 2008.

On or about June 26, 2008, DuPriest sent respondent a letter requesting that respondent provide him with a physical address so he could send her a certified letter and notifying her that the telephone number she provided to him was not in service. DuPriest also requested that respondent refund his unearned fees and provide him with an accounting. Respondent received the June 26, 2008 letter soon after it was sent, but respondent failed to respond to it, failed to refund to DuPriest unearned fees and failed to provide DuPriest with an accounting.

On or about June 26, 2008, DuPriest terminated respondent's services. On or about July 11, 2008, DuPriest filed a complaint with the State Bar alleging that respondent had failed to refund unearned fees and had made misrepresentations regarding her intent to refund unearned fees.

On or about July 17, 2008, respondent sent DuPriest an email inquiring whether DuPriest had received the invoice and check she sent. In the email, respondent stated that if DuPriest had not received the check that she sent, then respondent would put a stop payment on it and reissue the check to him. In truth and in fact, respondent had not sent DuPriest a check. In truth and in fact, respondent could not have placed on a stop payment on the check since respondent never issued a check to DuPriest. Respondent made a misrepresentation to DuPriest when she claimed that she had sent him a check and that she would issue a stop payment if DuPriest had not received the check.

On or about July 31, 2008, DuPriest and respondent exchanged text messages regarding the refund of unearned fees. In the text message exchange, respondent twice claimed that she previously had sent DuPriest an accounting and a refund check. In truth and in fact, respondent knew at the time that she sent out the text messages that she had not sent out an accounting or a check for the refund of unearned fees.

On or about September 18, 2008, respondent sent DuPriest a letter enclosing an accounting and a substitution of attorney form. The accounting indicated that respondent owed DuPriest \$3,501.60. The September 18, 2008 letter informed DuPriest that respondent would refund the unearned portion of his retainer once she received and filed the substitution of attorney form with the court. In truth and in fact, respondent knew that she could not refund the unearned fees she owed DuPriest once he returned the substitution of attorney form because respondent knew that she did not have the funds available to refund DuPriest the \$3,501.60 she owed him in unearned fees. In truth and in fact, respondent made the misrepresentation to DuPriest that she would refund the unearned fees once she received the substitution of attorney form in an attempt to stall DuPriest's insistence that respondent refund the unearned fees.

On or about September 18, 2008, respondent signed and returned to respondent the executed substitution of attorney form.

On or about October 29, 2008, State Bar Deputy Trial Counsel Esther Rogers spoke with respondent regarding the unearned fees that respondent owed DuPriest. During that

conversation, respondent represented that she would send DuPriest a refund either that day or the following. In truth and in fact, respondent knew that she could not refund the unearned fees she owed DuPriest since respondent knew that she did not have the funds available to refund DuPriest the \$3,501.60 she owed him in unearned fees. In truth and in fact, respondent made the misrepresentation to Rogers in an attempt to stall the State Bar's investigation of respondent.

To date, respondent has failed to send DuPriest a refund of \$3,501.60 or any portion thereof.

#### Conclusion of Law

By failing to respond to DuPriest's emails of February 5, February 20, May 22, May 29 and June 5, 2008, respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which respondent had agreed to provide legal services, in willful violation of Business and Profession Code section 6068(m).

By failing to inform DuPriest of a physical address in Yuba City and failing to inform DuPriest of a current telephone number at which she could be reached, respondent failed to inform a client of a significant development in a matter in which respondent agreed to provide legal services, in willful violation of Business and Profession Code section 6068(m).

#### **Count One(B)**

##### Statement of Facts

Count One(A) is incorporated by reference as if fully set forth herein.

The fee agreement required respondent to provide DuPriest with a monthly or periodic accounting. Respondent failed to provide DuPriest with a monthly or periodic accounting. On or about June 16, 2008, DuPriest requested that respondent provide him with an accounting. The fee agreement required respondent to provide DuPriest with an accounting within 10 days of June 16, 2008, or by June 30, 2008. Respondent failed to provide DuPriest with an accounting until on or about September 18, 2008.

##### Conclusions of Law

By waiting until September 18, 2008 to provide DuPriest with an accounting, respondent failed to render appropriate accounts to a client regarding all funds of the client coming into respondent's possession, in willful violation of Rules of Professional Conduct, rule 4-100(B)(3).

#### **Count One(C)**

##### Statement of Facts

Count One(A) is incorporated by reference as if fully set forth herein.

On or about February 5, 2008, DuPriest requested that respondent provide him with the boat documentation. Respondent failed to return the boat documentation until June 24, 2008.

### Conclusions of Law

By waiting until June 24, 2008 to return the boat documentation, respondent failed to deliver promptly, as requested by a client, client property in her possession which the client was entitled to receive, in willful violation of Rules of Professional Conduct, rule 4-100(B)(4).

#### **Count One(D)**

### Statement of Facts

Count One(A) is incorporated by reference as if fully set forth herein.

Respondent owed DuPriest \$3,501.60 in unearned fees. DuPriest first requested that respondent refund the unearned fees on or about June 16, 2008. To date, respondent has failed and refused to refund any unearned fees to DuPreist.

### Conclusion of Law

By failing to refund to DuPriest the \$3,501.60 in unearned fees, respondent failed to refund promptly any part of a fee paid in advance that had not been earned, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

#### **Count One(E)**

### Statement of Facts

Count One(A) is incorporated by reference as if fully set forth herein.

On or about July 17 and July 31, 2008, respondent made misrepresentations to DuPriest when she claimed that she had sent DuPriest a check for the refund of unearned fees when respondent knew that she had not sent DuPriest a check for the refund of the unearned fees.

On or about September 18, 2009, respondent made a misrepresentation when she claimed that she would refund fees after she received and filed the substitution of attorney.

On or about October 29, 2008, respondent made a misrepresentation to Rogers when she claimed that she would immediately send DuPriest a refund of unearned fees when respondent knew that she did not have the funds available to refund the unearned fees.

### Conclusion of Law

By making misrepresentations to DuPriest and Rogers, respondent committed acts of dishonesty, in willful violation of Business and Profession Code section 6106.

**Count Two(A)**

On or about February 21, 2008, Eva Beckner ("Beckner") employed respondent to represent her regarding the dismissal or expungement of a misdemeanor driving under the influence ("DUI") conviction Beckner received in 2003 from a matter venued in the Sacramento County Superior Court. At the time that Beckner employed respondent, she paid respondent \$1,000 in advanced attorney fees.

On or about March 18, 2008, Beckner sent respondent an email requesting a status update on her matter. On or about March 18, 2008, respondent received Beckner's email. Thereafter, respondent failed to reply to Beckner's email and failed to provide Beckner with a status update on her matter.

In or about March and April 2008, Beckner telephoned respondent but was unable to reach her. On or about May 5, 2008, Beckner telephoned respondent and spoke with respondent to obtain a status update on her matter. During the May 5, 2008 telephone conversation, respondent informed Beckner that respondent had filed with the court all necessary papers to request a dismissal or expungement of Beckner's 2003 DUI conviction.

In truth and in fact, respondent had not filed with the court any papers on Beckner's behalf. In truth and in fact, respondent knew that she had not filed any papers with the court on Beckner's behalf. Respondent made a misrepresentation to Beckner when respondent claimed that she filed all necessary papers with the court when respondent knew that she had not filed any papers on Beckner's behalf.

On or about May 12, 2008, Beckner sent respondent an email requesting a status update on her matter. On or about May 12, 2008, respondent received Beckner's email, but failed to respond to it and failed to provide Beckner with a status update on her matter.

On or about June 5, 2008, Beckner sent respondent an email requesting that respondent provide her with a status update. On or about June 5, 2008, respondent received Beckner's email, but failed to respond to it and failed to provide Beckner with a status update on her matter. In or about June 2008, Beckner sent respondent emails at the email address respondent provided Beckner, and the emails were returned as undeliverable.

On or about July 2008, Beckner learned of respondent's current contact information from a third party. On or about July 9, 2008, Beckner learned that the Sacramento County Superior Court clerk had no record of any motion filed of Beckner's behalf within the past six months. On or about July 11, 2008, Beckner telephoned respondent and left a message requesting that respondent provide her with a status update on her matter. Respondent received the July 11, 2008 message, but respondent failed to respond to it and failed to provide Beckner with a status update on her matter.

On or about July 14, 2008, Beckner telephoned respondent and left her a message indicating that if respondent did not contact her, Beckner would file a complaint with the State Bar. On or about July 14, 2008, respondent telephoned Beckner in response to Beckner's July 14, 2008 telephone message. During the conversation, respondent informed Beckner that

respondent had filed the motion to dismiss the DUI conviction. Respondent explained that her delay in filing the motion was the result of the incorrect original case file number and the fact that respondent was behind in her case load.

In truth and in fact, respondent had not filed any papers with the Sacramento County Superior Court and had performed no services on Beckner's matter. In truth and in fact, respondent made misrepresentations to Beckner to hide the fact that respondent had failed to perform any services on Beckner's behalf, to avoid Beckner's request for the refund of the \$1,000 Beckner paid as an advanced fee and to prevent Beckner from filing a complaint with the State Bar.

During the July 14, 2008 telephone conversation, respondent assured Beckner that her matter would be finalized by the end of July 2008. Respondent also promised to send Beckner copies of the documentation respondent filed on Beckner's behalf and to keep Beckner better informed of the status of her matter.

In truth and in fact, respondent knew that Beckner's matter would not be finalized by the end of July 2008 and that respondent could not provide Beckner with copies of documentation respondent filed on Beckner's behalf since respondent had performed no services on Beckner's behalf and since respondent knew that she had not filed any motions with the Sacramento County Superior Court.

Respondent made misrepresentations to Beckner when respondent assured Beckner that her matter would be finalized by the end of July 2008 and that she would provide Beckner with copies of the documents respondent had filed with the court.

On or about July 28, 2008, Beckner sent respondent a certified letter requesting proof that respondent had filed a motion on Beckner's behalf. The letter indicated that if respondent failed to provide Beckner with the documentation requested, then Beckner would file a complaint with the State Bar. Beckner constructively terminated respondent's services with her July 28, 2008 letter. On or about August 18, 2008, respondent received Beckner's July 28, 2008 letter. Thereafter, respondent failed to respond to the July 28, 2008 letter and failed to provide Beckner with a status update on her matter.

On or about September 5, 2008, Beckner learned from a clerk at the Sacramento County Superior Court that respondent had not filed any documentation on Beckner's behalf to dismiss or expunge the DUI conviction.

On or about October 30, 2008, Beckner wrote a letter to respondent requesting refund of her retainer. Soon thereafter, respondent received the October 30, 2008 letter, but failed to respond to it and failed to refund Beckner the \$1,000 advanced fee.

To date, respondent has failed to refund any of Beckner's advanced attorney fees.

Respondent failed to provide any services to Beckner since respondent failed to file any motions with the Sacramento County Superior Court to dismiss or expunge Beckner's 2003 DUI conviction.

### Conclusion of Law

By failing to respond to Beckner's telephone calls in March and April 2008 and on July 11, 2008, by failing to respond to Beckner's March 18, May 5, May 12, and June 5, 2008 emails, and by failing to respond to Beckner's July 29, 2008 letter, respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which respondent had agreed to provide legal services, in willful violation of Business and Profession Code section 6068(m).

### **Count Two(B)**

#### Statement of Facts

Count Two(A) is incorporated by reference as if fully set forth herein.

Respondent failed to perform any services for Beckner.

#### Conclusion of Law

By failing to provide any services to Beckner, respondent intentionally, recklessly and repeatedly failed to perform legal services, in willful violation of Rules of Professional Conduct, rule 3-110(A).

### **Count Two (C)**

#### Statement of Facts

Count Two(A) is incorporated by reference as if fully set forth herein.

Beckner paid respondent \$1,000 as an advanced fee for respondent to file a motion to dismiss or expunge Beckner's 2003 DUI conviction. On or about July 28, 2008, Beckner constructively terminated respondent's services. Respondent did not earn any of the advanced fees since respondent provided no services to Beckner. To date, respondent has failed and refused to refund any funds to Beckner.

#### Conclusion of Law

By failing to refund to Beckner the \$1,000 in unearned fees, respondent failed to refund promptly any part of a fee paid in advance that had not been earned, in willful violation of Rules of Professional Conduct, rule 3-700(d)(2).

### **Count Two(D)**

#### Statement of Facts

Count Two(A) is incorporated by reference as if fully set forth herein.

Respondent made misrepresentations to Beckner when she claimed on May 5, and July 14, 2008 that she had filed a motion with the Sacramento County Superior Court to dismiss Beckner's DUI conviction.

## Conclusion of Law

By making misrepresentations to Beckner, respondent committed acts involving dishonesty in willful violation of Business and Profession Code section 6106.

### Case Number 08-O-14014 (The Green Matter)

#### **Count Three(A)**

#### Statement of Facts

Prior to on or about August 10, 2007, Lisa Green resided in Idaho and her son resided in Yuba City with his biological father. Green believed that her son's father was endangering their son as a result of the father's engagement in unsafe and illegal activities. Prior to on or about August 10, 2007, Green decided that she would petition the court to return custody to Green.

On or about August 10, 2007, Lisa Green employed respondent to represent her regarding Green's effort to regain custody in the matter entitled *Williams v. Green*, Yuba County Superior Court case number CV-FO-03-0000741 (the "Green matter").

On or about August 14, 2007, Green arranged for her sister and brother-in-law, Penny and Brian Leavitt (the "Leavitts") to wire transfer \$3,500 from their bank account to respondent's bank account as payment of advanced fees for respondent's services on behalf of Green in the custody matter. On or about August 14, 2007, respondent received \$3,500 from the Leavitts. Respondent knew that the Leavitts were advancing the attorney fees on Green's behalf. At no time did respondent obtain Green's informed written consent to accept compensation from the Leavitts for representation of Green in the Green matter.

On or about October 4, 2007, respondent wrote Green a letter explaining that respondent needed to obtain copies of documents from the court file. Respondent informed Green that Green needed to send respondent an additional \$50 for copying costs, but respondent would advance the costs so that it did not hold up the progress of the case.

On or about November 2, 2007, Green sent respondent a letter via facsimile requesting that respondent provide Green with a status update for the custody matter. On or about November 2, 2007, respondent received the letter, but failed to respond to it and failed to provide Green with a status update on her matter.

On or about November 16, 2007, Green sent respondent a letter via facsimile and requested that respondent confirm when respondent would be filing the motion for change in custody. In or about mid November 2007, respondent informed Green that respondent would be filing a custody motion on Green's behalf prior to November 22, 2007. Thereafter, respondent failed to file any documentation on Green's behalf in the custody matter.

On or about December 6, 2007, Penny Leavitt sent respondent a certified letter and an email demanding an explanation why the motion for change in custody had not yet been filed, complaining that respondent did not return Green's calls, reminding respondent that Leavitt paid the retainer, and stating that Green's son was in an unsafe environment, underscoring the

urgency of the change in custody motion. The letter also requested respondent refund the advanced fee if respondent failed to file the motion within a week of the letter. On or about December 6, 2007, respondent received Penny Leavitt's letter.

On or about December 7, 2007, respondent sent Green an email that attached a draft declaration in support of the motion to Green and respondent asked Green to review the declaration. On or about December 10, 2007, Green sent respondent a facsimile that included changes to the draft declaration. On or about December 10, 2007, respondent sent Green an email that attached a revised draft declaration incorporating Green's changes. On or about December 11, 2007, Green faxed respondent back the draft declaration with a few further changes. On or about December 19, 2007, respondent sent Green a revised draft declaration.

On or about December 21, 2007, respondent sent Green the final draft declaration. On or about December 21, 2007, Green returned the final draft declaration and gave her approval to file the declaration. On or about January 11, 2008, respondent sent to Green via overnight mail the declaration and other documents Green needed to sign for the motion. On or about January 11, 2008, Green signed the documents respondent sent and returned them to respondent.

On or about January 14, 2008, respondent sent Green a substitution of attorney form for her signature so that respondent could enter the case as counsel of record for Green. On or about January 18, 2008, respondent filed a motion for change of custody. On or about January 18, 2008, the court sent an orientation/mediation/court date on Green's motion for February 25, 2008.

On or about January 22, 2008, the court informed respondent that since Green's first appearance fees in the custody matter had not been paid, the court would take no action on the motion for change in custody. On or about January 22, 2008, respondent called the court to notify it that Green was "no longer in need of her [respondent's] services," that the child's father was never served, and that no one would appear for the February 25, 2008 orientation/mediation/court date set in the custody matter.

On or about January 24, 2008, respondent called Green to inform her that the initial appearance fee was not yet paid and the custody document would therefore not be served. During the January 24, 2008 telephone conversation, Green asked respondent why respondent had not deducted the fee from the advanced fee. Respondent explained to Green that the retainer was advanced fees, not costs and her previous payment of filing fees was merely a courtesy. During the January 24, 2008 telephone conversation, Green asked respondent for an accounting of the advanced fees respondent received.

On or about January 29, 2008, respondent sent Green a letter than enclosed an accounting that indicated that Green had a credit of \$1,565.95. The letter stated that if Green wanted to go forward with the motion, the Court was still holding the February 25, 2008 date, but that the father needed to be served 21 days prior to that date, requiring a prompt response from Green.

On or about February 6, 2008, Green sent respondent an email stating that she no longer wanted respondent to represent her and she was terminating respondent's services. The email also requested that respondent refund the unearned fees of \$1,565.95. On or about February 6, 2008, respondent received the email. Thereafter, respondent failed to refund the unearned fees.



On or about February 22, 2008, respondent mailed Green a letter enclosing the substitution of attorney form. On or about February 25, 2008, the hearing in the custody matter was taken off calendar "at counsel's request."

On or about February 26, 2008, Green sent respondent an email requesting that respondent refund the unearned fees. The email also requested that respondent return to Green the copies of the documents respondent filed on Green's behalf. On or about February 26, 2008, respondent replied to Green's email. In her reply, respondent indicated that she would refund the unused portion of the advanced fees and send Green a copy of her file upon respondent's receipt of the executed substitution of attorney form.

On or about February 27, 2008, Green signed and returned to respondent the substitution of attorney form to remove respondent as her counsel of record in the custody matter. On or about March 3, 2008, respondent sent Green an email confirming that respondent received the signed substitution of attorney form.

On or about March 13, 2008, Green sent respondent an email inquiring about status of the refund of the unearned advanced attorney fees. On or about March 14, 2008, respondent sent Green an email stating that respondent was waiting to receive the substitution of attorney form back from the Court before she refunded Green's unearned fees.

In truth and in fact, respondent had not filed the substitution of attorney form with the Court as of March 14, 2008. In truth and in fact, respondent intended to give Green the impression that respondent had filed the substitution of attorney form, when respondent knew that she had not filed the substitution of attorney form. In truth and in fact, respondent made a misrepresentation to Green to delay respondent's repayment of the unearned fees.

On or about April 3, 2008, Green filed an Order to Show Cause ("OSC") to modify child custody and visitation. Green attached to the OSC a request to remove respondent as her counsel of record and a declaration indicating that Green had been unsuccessful in her attempts to contact respondent and that Green had provided respondent with a signed substitution form but respondent had failed to file it.

On or about April 3, 2008, respondent called Green to apologize for not filing the substitution of attorney form. On or about April 4, 2008, respondent filed the substitution of attorney signed by Green requesting that respondent be relieved as her counsel of record in the custody matter and that Green represent herself in propria persona.

On or about April 21, 2008, Green sent respondent an email requesting that respondent refund unearned fees of \$2,350. Respondent received the April 21, 2008 email, but failed to respond to it and failed to refund any unearned fees.

On or about July 27, 2008, Green reached respondent by telephone and requested that respondent refund \$2,350. During the conversation, respondent promised to overnight the refund of the \$2,350 in unearned fees on August 1, 2008.

In truth and in fact, respondent knew that she could not refund any unearned fees to Green because respondent knew that she did not have any funds available to provide Green. In

truth and in fact, responder made a misrepresentation to Green when he promised to refund the unearned fees by August 1, 2008.

Thereafter, respondent failed to refund any unearned fees to Green.

#### Conclusion of Law

By failing to respond to Green's facsimiles of November 2, November 9, and November 11, 2007 requesting a status update on her matter, respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which respondent had agreed to provide legal services, in willful violation of Business and Profession Code section 6068(m).

#### **Count Three(B)**

##### Statement of Facts

Count Three(A) is incorporated by reference as if fully set forth herein.

On or about April 21, 2008, Green requested that respondent refund \$2,350. On or about April 21, 2008, respondent agreed to refund Green \$2,350 in unearned fees. To date, respondent has failed and refused to refund any money to Green.

#### Conclusion of Law

By failing to refund to Green the \$2,350 in unearned fees, respondent failed to refund promptly any part of a fee paid in advance that had not been earned, in willful violation of 3-700(D)(2)

#### **Count Three(C)**

##### Statement of Facts

Count Three(A) is incorporated by reference as if fully set forth herein.

Respondent accepted \$3,500 from the Leavitts as an advanced fee for legal services respondent intended to provide Green. The Leavitts were not respondent's client. Respondent failed to obtain Green's informed written consent to accept compensation from the Leavitts.

#### Conclusion of Law

By accepting \$3,500 from the Leavitts, respondent accepted compensation from one other than the client without payment obtaining the client's informed written consent, in willful violation of Rules of Professional Conduct, rule 3-310(F).

#### **Count Three(D)**

##### Statement of Facts

Count Three(A) is incorporated by reference as if fully set forth herein.

On or about March 14, 2008, respondent made a misrepresentation to Green when she claimed that she already had filed the substitution of attorney when respondent knew that she had not filed the substitution of attorney. On or about July 27, 2008, respondent made a misrepresentation to Green when respondent claimed that she would send Green a refund of the unearned fees by August 1, 2008 when respondent knew that she did not have the funds available to refund Green any money by August 1, 2008.

#### Conclusion of Law

By making misrepresentations to Green that she had already filed the substitution of attorney form and by promising to immediately refund the unearned fees on August 1, 2008 when respondent knew she did not have the funds, respondent committed acts involving dishonesty, in willful violation of Business and Profession Code section 6106.

#### Case Number 08-O-12763 (The Heidrich Matter)

#### **Count Four(A)**

#### Statement of Facts

On or about July 6, 2007, Delaina Heidrich ("Heidrich") employed respondent to represent her in an already pending marital dissolution case entitled *Heidrich v. Heidrich*, Sacramento County Superior Court case number 07-FL-03692 ("Heidrich matter"). At that time, Heidrich paid respondent \$3,500.00 in advanced fees for her services.

On or about November 17, 2007, respondent sent Heidrich an accounting of her retainer which reflected a credit of \$2,624.00.

In or about February 2008, Heidrich terminated respondent, requested her file and requested a refund of the unused portion of the advanced fees. At the time that Heidrich terminated respondent, Heidrich had a credit balance of \$2,624.00.

From in or about February 2008 until in or about April 2008, Heidrich repeatedly requested that respondent return her file and refund her unearned fees. Respondent received Heidrich's requests for her file and the refund of unearned fees, but respondent failed to respond to Heidrich, failed to return her file and failed to refund her unearned fees.

On or about April 23, 2008, respondent provided Heidrich with her file. Thereafter, respondent failed to refund to Heidrich any unearned fees.

From in or about April 2008 until in or about July 2008, Heidrich repeatedly requested that respondent refund the unearned fees respondent owed Hiedrich.

On or about May 30, 2008, Heidrich caused a letter to be sent to respondent that enclosed a substitution of attorney form for respondent to sign and requested that respondent refund the unearned fees of \$2,624 that respondent owed Heidrich. Respondent received the May 30, 2008 letter, but failed to respond to it and failed to refund any fees to Heidrich. To date, respondent has failed and refused to refund any money to Heidrich.

## Conclusion of Law

By failing to refund unearned fees of \$2,624, respondent failed to refund promptly any part of a fee paid in advance that had not been earned, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case Number 08-O-14162 (The Orlando Matter)

### **Count Five(A)**

#### Statement of Facts

On or about March 2, 2007, Staci Burns-Orlando ("Orlando") employed respondent to represent her in a dissolution matter entitled *In re the Marriage of Burns*, Sacramento County Superior Court case number 07-FL-01836 (the "Burns matter"). At the time that she employed respondent, Orlando paid respondent \$5,000 in advanced fees for her services.

On or about February 28, 2008, the court entered final judgment in the Burns matter. On or about November 1, 2007, respondent provided Orlando with an accounting indicating that Orlando had a credit of \$3,384.

On or about March 11, 2008, Orlando sent a certified letter to respondent requesting a refund of the \$3,384 that respondent owed Orlando in unearned fees. On or about March 14, 2008, respondent received the March 11, 2008 letter. However, respondent failed to respond to the letter and failed to provide Orlando with a refund of any of the unearned fees.

On or about April 25, 2008, Orlando sent respondent an email requesting a refund of the unused fees. On or about April 25, 2008, respondent received the email, but failed to respond to it and failed to refund any funds to Orlando.

On or about May 6, 2008, Orlando telephoned respondent and left a voicemail message requesting a refund of the unearned fees. On or about May 6, 2008, respondent received the message, but failed to respond to it and failed to refund any funds to Orlando.

On or about May 7, 2008, Orlando telephoned respondent and left a voicemail message requesting a refund of the unused portion of her retainer. On or about May 7, 2008, respondent received the message, but failed to respond to it and failed to refund any funds to Orlando.

On or about May 8, 2008, respondent sent Orlando an email acknowledging that she had received the messages of May 7 and May 8, 2008 requesting the return of the unearned fees. In the email, respondent claimed that she had failed to refund the unearned fees because she was very busy, but would try to get the check out within the next week.

In truth and in fact, respondent knew that the reason she had failed to refund the unearned fees was because respondent did not have access to the funds necessary to refund any money to Orlando, and not because she was extremely busy. In truth and in fact, respondent promised to refund the money to Orlando in an effort to appease Orlando. Thereafter, respondent failed to send a check to Orlando.

On or about May 30, 2008, Orlando sent respondent a certified letter demanding the return of the balance of her retainer. On or about June 19, 2008, respondent received the May 30, 2008 letter, but failed to respond to it and failed to refund any unearned fees to Orlando.

To date, respondent has failed and refused to refund any unearned fees to Orlando.

#### Conclusion of Law

By failing to refund the \$3,384 in unearned fees, respondent failed to refund promptly any part of a fee paid in advance that had not been earned, in willful violation of Rules of Professional Conduct, rule 3-1700(D)(2).

#### **Count Five(B)**

#### Statement of Facts

Count Five(A) is incorporated by reference as if fully set forth herein.

Respondent made a misrepresentation to Orlando when she claimed that the reason she had not refund the unearned fee was because she was extremely busy. Respondent made a misrepresentation to Orlando when she claimed that she would try to send out the check within the next week.

In truth and in fact, respondent knew that the reason she has failed to refund the unearned fees was because she did not have access to the funds and knew that she would not have access to the funds within the next week. At the time that respondent misrepresented to Orlando that she would try to send out the unearned fees within the next week, respondent had no intention of sending out the funds within the next week.

#### Conclusion of Law

By making misrepresentations to Orlando, respondent committed acts dishonesty in willful violation of Business and Professions Code section 6106.

#### Case Number 08-O-14692 (The Oseguenda Matter)

#### **Count Six(A)**

On or about December 13, 2006, Betsy Oseguenda employed respondent to represent her in a dissolution matter entitled *In re the Marriage of Oseguenda*, Sacramento County Superior Court case number 07-FL-00938 ("the Oseguenda matter"). At the time that she employed respondent, Oseguenda paid respondent \$3,500 in advanced fees for her services.

On or about June 24, 2008, the Oseguenda matter was finalized and respondent's representation of Oseguenda was complete. At the time that respondent's representation of Oseguenda was complete, respondent had not earned all of the advanced fees Oseguenda paid respondent.

On or about June 2 2008, Osegueda spoke with respondent and requested an accounting and the refund of any unearned fees. During the June 28, 2008 telephone call, respondent informed Osegueda that respondent would provide Osegueda with an accounting "soon." Thereafter, respondent failed to provide Osegueda with an accounting and failed to refund any unearned fees.

On or about August 25, 2008, Osegueda left respondent a voicemail message requesting that respondent provide her with an accounting and the refund of unearned fees. On or about August 25, 2008, respondent received the voicemail message, but failed to respond to it and failed to provide an accounting or a refund of unearned fees.

On or about October 7, 2008, Osegueda left respondent a voicemail message requesting that respondent provide her with an accounting and a refund of unearned fees. On or about October 7, 2008, respondent received the voicemail message, but failed to respond to it and failed to provide an accounting or a refund of unearned fees.

On or about October 15, 2008, Osegueda sent respondent a certified letter requesting an accounting and a refund of unearned fees within one week of the date of the letter. On or about October 20, 2008, respondent received the October 15, 2008 letter, but failed to respond to it and failed to provide an accounting or a refund of unearned fees.

On or about November 4, 2008, Osegueda left respondent a voicemail message requesting a response within 24 hours regarding respondent's failure to send an accounting, failure to refund unearned fees and failure to respond to Osegueda's previous calls and letters. On or about November 4, 2008, respondent left Osegueda a voicemail message indicating that respondent was extremely busy and requesting a "couple of weeks" to send the accounting and refund to Osegueda.

On or about December 24, 2008, respondent sent Osegueda an accounting indicating that Osegueda was owed a refund of \$896.80. Thereafter, respondent failed to refund any unearned fees to Osegueda.

#### Conclusion of Law

By failing to provide an accounting to Osegueda from June 28, 2008 until December 24, 2008, respondent failed to render appropriate accounts to a client regarding all funds of the client coming into respondent's possession, in willful violation of Rules of Professional Conduct, rule 4-100(B)(3).

#### **Count Six(B)**

#### Statement of Facts

Count Six(A) is incorporated by reference as if fully set forth herein.

Respondent owed Osegueda \$896.80 after respondent completed the services she agreed to provide Osegueda. To date, respondent has failed and refused to refund any money to Osegueda.

## Conclusion of Law

By failing to refund to Osegueda the \$896.80 in unearned fees, respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

## Case Number 08-O-13130 (The Lukenbill Matter)

### **Count Seven(A)**

#### Statement of Facts

On or about December 8, 2006, Joel Lukenbill ("Lukenbill") employed respondent to represent him in a family law matter involving a dissolution of marriage and custody issues entitled *Lukenbill v. Saelao*, Sacramento County Superior Court case number 06-FL-08294 (the "Lukenbill matter"). At that time Lukenbill employed respondent, he paid respondent \$3,500 in advanced fees for her services and respondent provided Lukenbill with an attorney client fee agreement that required respondent to send Lukenbill "monthly or periodic billings for fees and costs incurred."

Between on or about December 8, 2006 and on or about March 26, 2008, respondent provided services to Lukenbill. Between on or about December 8, 2006 and on or about May 27, 2008, respondent failed to provide Lukenbill with any accounting of the fees he had advanced respondent.

On or about March 26, 2008, Lukenbill emailed respondent requesting a status update on his matter, including a request for a meeting to discuss issues with the child custody and support arrangements and asking for information regarding the next court date in the Lukenbill matter. On or about March 27, 2008, respondent replied by email to Lukenbill, stating that she was currently tied up in trial and would follow up "over the weekend" or on March 31, 2008. Thereafter, respondent failed to communicate with Lukenbill and failed to provide Lukenbill with a status update on his matter.

Prior to on or about May 27, 2008, respondent and Lukenbill agreed to meet on May 30, 2008 to discuss the status of Lukenbill's matter and the need to file additional motions. On or about May 27, 2008, respondent sent Lukenbill a letter enclosing a billing statement dated May 26, 2008 detailing the work performed and attorney's fees incurred during the entire time period respondent represented Lukenbill. The statement indicated that Lukenbill owed respondent \$4,750.56. The May 26, 2008 billing statement was the first and only accounting that respondent provided Lukenbill.

The May 27, 2008 letter indicated that although there was a meeting scheduled for May 30, 2008 to discuss motions that needed to be drafted, respondent would not draft the motions unless and until she was paid. As a result of respondent's threat to perform no further services until he paid his bill, Lukenbill terminated respondent and substituted into the matter in pro.

### Conclusion of Law

By failing to respond to Lukenbill's March 26, 2008 request for a status update on his matter, respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which respondent had agreed to provide legal services, in willful violation of Business and Profession Code section 6068(m)

### **Count Seven(B)**

#### Statement of Facts

Count Seven(A) is incorporated by reference as if fully set forth herein.

Respondent's fee agreement required respondent to provide Lukenbill with monthly or periodic accountings. Respondent failed to provide an accounting to Lukenbill from on or about December 8, 2006 to on or about May 27, 2008.

### Conclusion of Law

By failing to provide monthly or periodic billing statements, respondent failed to render appropriate accounts to a client regarding all funds coming into respondent's possession, in willful violation of Rules of Professional Conduct, rule 4-100(B)(3).

### Case Number 09-O-10679 (The Thomas Matter)

### **Count Eight(A)**

#### Statement of Facts

On or about October 18, 2006, Crystal Thomas employed respondent to represent her in a dissolution matter and arranged for her parents to pay \$3,500 in advanced fees. On or about November 5, 2007, Thomas terminated respondent. On or about November 27, 2007, respondent provided Thomas with an invoice indicating that Thomas had a remaining credit of \$2,287.36.

In or about January 2008, Greg Thomas, Crystal Thomas's father, spoke with respondent and requested that respondent refund the credit balance. On or about February 8, 2008, Greg Thomas spoke with respondent and requested a refund of the unearned fees. During the discussion, respondent indicated that she was in the middle of moving, but would send a refund check soon. Thereafter, respondent failed to refund any funds.

On or about February 26, 2008, Greg Thomas sent respondent a certified letter explaining that he took out a loan against his home to arrange for the payment of respondent's fees, he was disabled and living on a fixed income and that he needed the refund of unearned fees. Respondent received the February 26, 2008 letter, but failed to respond to it and failed to refund any funds.

On or about May 27, 2008 and September 30, 2008, Greg Thomas sent respondent letters requesting a refund of the unearned fees within five business days. Respondent received the letters, but failed to respond to them and failed to refund any unearned fees.



## Conclusion of Law

By failing to refund to the Thomases the \$2,287.36 in unearned fees, respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

## Case Number 09-O-10085 (The Becker Matter)

### **Count Nine(A)**

## Statement of Facts

On February 27, 2008, Elizabeth Becker filed a petition for legal separation in the matter *Elizabeth Becker v. Dean W. Becker*, Sutter County Superior Court, Case No. CV FL 08-500 ("Becker Matter.") On or about March 12, 2008, Dean Becker employed respondent to represent him in the Becker Matter. On or about March 13, 2008, Mr. Becker paid respondent an advanced fee of \$3,500 to represent him in the Becker Matter.

On or about April 14, 2008, Mr. Becker sent respondent an email message indicating that he wanted the divorce settled as quickly as possible. On or about April 14, 2008, respondent received the April 14, 2008 email message from Mr. Becker.

On or about May 28, 2008, respondent informed Mr. Becker that the court would issue a judgment of dissolution by the beginning of September 2008. In truth and in fact, Mr. Becker would not receive a dissolution judgment in September 2008 since Ms. Becker filed a petition for legal separation, not a petition for dissolution.

On or about August 26, 2008, Mr. Becker sent respondent a facsimile and an email inquiring when the divorce would be final.

On or about December 4, 2008, Mr. Becker spoke with respondent and respondent promised to file a dissolution petition by the end of the week. Thereafter, respondent failed to file the dissolution petition and failed to inform Mr. Becker that she had not filed the dissolution petition.

Between on or about December 5, 2008 through on or about December 12, 2008, Mr. Becker telephoned respondent several times and left messages requesting that respondent provide him with a status update on her matter. Respondent received the messages, but failed to respond to them and failed to provide Mr. Becker with a status update on his matter.

On or about December 12, 2008 and December 16, 2008, Mr. Becker left respondent a message indicating that he was terminating respondent's services and requesting a refund of unearned fees and the return of his file. Respondent received the messages, but failed to respond to it, failed to return the unearned fees and failed to return Mr. Becker's file.

At the time that Mr. Becker terminated respondent, respondent owed Mr. Becker \$1,420 in unearned fees.

On or about February, 2009, Mr. Becker sent respondent a letter via certified mail requesting that respondent refund the unearned fees and return his client file. Respondent received the letter, but failed to respond to it and failed to refund the unearned fees or return the client file.

On or about March 25, 2009, respondent returned Mr. Becker's client file.

#### Conclusion of Law

By failing to refund to Mr. Becker the \$1,420 in unearned fees, respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

#### **Count Nine(B)**

#### Statement of Facts

Count Nine(A) is incorporated by reference as if fully set forth herein.

On or about December 12, 2008, Mr. Becker terminated respondent. Thereafter, Mr. Becker repeatedly requested that respondent return his client file. On or about March 25, 2009, respondent returned Mr. Becker's client file.

#### Conclusion of Law

By failing to return Mr. Becker's file until March 25, 2009, respondent failed to promptly release to the client, upon termination, at the request of the client, all client papers, in willful violation of Rules of Professional Conduct, rule 3-700(D)(1).

In the Matter of Julie H. Raridan  A Member of the State Bar	Case number(s): 08-O-12763;08-O-12763;08-O-12764; 08-O-13130; 08-O-13131; 08-O-13914; 08-O-14014; 08-O-14692; 09-O-1008509-O-195857
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## Financial Conditions

### a. Restitution

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

Payee	Principal Amount	Interest Accrues From
See Page 29	See Page 29	See Page 29

- ☒ Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than **the conclusion of her probationary period.**

### b. Installment Restitution Payments

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

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency
See Page 29	See Page 29	See Page 29

### c. Client Funds Certificate

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

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.

# Financial Conditions Attachment Page

## a. Restitution

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

Payee	Principal Amount	Interest Accrues From
DuPriest	\$ 3,501.60	June 1, 2008
Beckner	\$ 1,000.00	August 1, 2008
Green	\$ 2,350.00	February 1, 2008
Heirich	\$ 2,624.00	February 1, 2008
Orlando	\$ 3,384.00	March 1, 2008
Oseguenda	\$ 896.80	July 1, 2008
Becker	\$ 1,420.00	December 1, 2008
Thomas	\$ 2,287.36	November 1, 2007
Total:	\$17,463.76	

## b. Installment Restitution Payments

Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of the 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, Respondent must make any necessary final payments in order to complete the payment of restitution, including interest, in full.

Payee	Minimum Payment Amount	Payment Frequency
DuPriest	\$200	Monthly
Beckner	\$60	Monthly
Green	\$130	Monthly
Heirich	\$150	Monthly
Orlando	\$200	Monthly
Oseguenda	\$50	Monthly
Becker	\$80	Monthly
Thomas	\$130	Monthly

(Do not write above this line.)

In the Matter of  
Julie H. Raridan

Case number(s):

08-O-12763; 08-O-12763; 08-O-12764; 08-O-13130;  
08-O-13131; 08-O-13914; 08-O-14014; 08-O-14692; 09-O-  
1008509-O-195857

### 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.

4/6/09  
Date

3/28/09  
Date

4/8/09  
Date

  
Respondent's Signature


Julie Raridan

Print Name

  
Respondent's Counsel Signature

Donald W. Ricketts

Print Name

  
Deputy Trial Counsel's Signature

Esther Rogers

Print Name

(Do not write above this line.)

In the Matter Of <b>Julie H. Raridan</b>	Case Number(s): <b>08-O-12763; 08-O-12763; 08-O-12764; 08-O-13130; 08-O-13131; 08-O-13914; 08-O-14014; 08-O-14692; 09-O-1008509-O-195857</b>
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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.

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.)**

April 22, 2009  
Date

Pat McElroy  
Judge of the State Bar Court

## CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, on April 22, 2009, I deposited a true copy of the following document(s):

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

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

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

**JULIE H. RARIDAN  
LAW OFC JULIE RARIDAN  
PO BOX 1747  
YUBA CITY, CA 95992**

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

**ESTHER ROGERS, Enforcement, San Francisco**

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on April 22, 2009.



Lauretta Cramer  
Case Administrator  
State Bar Court