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State Bar Court of California  
Hearing Department  
San Francisco



<p>Counsel For The State Bar <b>Manuel Jimenez</b> State Bar of California OCTC/SF 180 Howard Street San Francisco, CA 94105 (415) 538-2288</p> <p>Bar # <b>218234</b></p>	<p>Case Number (s) <b>08-O-13226</b> <b>09-O-15668</b> <b>09-O-14365</b></p>	<p>(for Court's use)</p> <p><b>PUBLIC MATTER</b></p> <p><b>FILED</b> <i>[Signature]</i></p> <p>DEC 17 2010</p> <p>STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO</p>
<p>In Pro Per Respondent</p> <p><b>Frank Joseph Ferris</b> 1113 Castec Drive Sacramento, CA 95864</p> <p>Bar # <b>40793</b></p>	<p>Submitted to: <b>Assigned Judge</b></p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</p> <p><b>DISBARMENT</b></p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter of: <b>Frank Ferris</b></p> <p>Bar # <b>40793</b></p> <p>A Member of the State Bar of California (Respondent)</p>		

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

**A. Parties' Acknowledgments:**

- (1) Respondent is a member of the State Bar of California, admitted **December 21, 1967**.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of (16) 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):
- Costs to be awarded to the State Bar
  - Costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
  - Costs entirely waived
- (9) ORDER OF INACTIVE ENROLLMENT:  
The parties are aware that if this stipulation is approved, the judge will issue an order of inactive enrollment under Business and Professions Code section 6007, subdivision (c)(4), and Rules of Procedure of the State Bar, rule 220(c).

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

- (1)  **Prior record of discipline**
- (a)  State Bar Court case # of prior case **00-O-13053**
  - (b)  Date prior discipline effective **October 31, 2003**
  - (c)  Rules of Professional Conduct/ State Bar Act violations: **Rules of Professional conduct, rules 4-100(A) and 4-100(B)(3)**
  - (d)  Degree of prior discipline **Nine months stayed suspension; two years probation.**
  - (e)  If respondent has two or more incidents of prior discipline, use space provided below:
- (2)  **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3)  **Trust Violation:** Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4)  **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. **See Attachment**
- (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. **See Attachment**

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- (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.

**Additional mitigating circumstances:**

**D. Discipline: Disbarment.**

**E. Additional Requirements:**

- (1) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
  
- (2)  **Restitution:** Respondent must make restitution to **See Attachment** in the amount of \$ **See Attachment** plus 10 percent interest per year from **See Attachment**. If the Client Security Fund has reimbursed **See Attachment** for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than **See Attachment** days from the effective date of the Supreme Court order in this case.
  
- (3)  **Client Security Fund Reimbursement:** Respondent must also reimburse the Client Security Fund to the extent that the misconduct in this matter results in the payment of funds and such payment obligation is enforceable as provided under Business and Professions Code section 6140.5.
  
- (4)  **Other:**

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

IN THE MATTER OF:        Frank Joseph Ferris

CASE NUMBERS:            08-O-13226; 09-O-15668; 09-O-14365

**FACTS AND CONCLUSIONS OF LAW**

*The Lisa Jensen Matter*

*Case No. 09-O-15668*

1.        In May, 1999, Lisa Jensen (formerly Lisa Viviano, hereinafter, "Jensen") hired respondent to represent her in the matter of *Lindeleaf v. Viviano*, case no. 04AS04718, filed in Superior Court, County of Sacramento. Respondent defended the suit on Jensen's behalf.

2.        On March 6, 2008, Jensen gave respondent a cashier's check, check no. 384052409, in the sum of \$10,000 to pay to Lindeleaf according to the settlement in the matter. Jensen later executed a Settlement Agreement and Mutual Release which specified that the Lindeleafs could file a Stipulated Judgment if Jensen failed to pay the \$10,000 to Lindeleaf.

3.        Respondent received the \$10,000 in funds from Jensen in March, 2008 and thereafter deposited the funds into his attorney-client trust account, account number 170-101XXX at Bank of the West (hereinafter, "CTA" account).

4.        Shortly thereafter, by on or about April 22, 2008, respondent spent all of Jensen's funds on matters unrelated to Jensen. On or about April 22, 2008, the balance in respondent's CTA account was -\$4.73.

5. Respondent misappropriated Jensen's \$10,000. By misappropriating \$10,000 of Jensen's money, respondent committed acts of moral turpitude, in willful violation of Business and Professions Code, section 6106.

6. Respondent failed to tell Jensen that he had misappropriated her funds.

7. On March 18, 2009, the plaintiff, Robert Lindeleaf, obtained the Stipulated Judgment against Jensen, for the sum of \$80,000, because, (due to respondent's intervening misconduct), Jensen failed to pay the \$10,000 to Lindeleaf.

8. On March 23, 2009, Sahar Akbar, of the Law office of Martin Duetsch and Sosan Akbar (Lindeleaf's counsels) duly served respondent via mail with the Notice of Entry of Judgment in the *Lindeleaf v. Viviano* matter.

9. Respondent received the Notice of Entry of Judgment in *Lindeleaf v. Viviano* matter and was aware of its contents.

10. Respondent failed to advise Jensen of the Judgment against her for \$80,000.

11. Respondent made several false statements to his client regarding the \$10,000 in funds, including, but not limited, to the following:

i) On June 24, 2009, respondent promised that he would have the \$10,000 in funds transferred back to Jensen's account "by Friday";

ii) On July 8, 2009, respondent promised that he would have the \$10,000 in funds transferred back to Jensen's account by "tomorrow";

iii) On July 17, 2009, respondent promised Jensen that he would have the \$10,000 in funds transferred back to Jensen's account "today for sure";

12. Respondent did not transfer any funds to Jensen in June or July, 2009. Respondent has not refunded any monies to Jensen whatsoever.

13. On October 23, 2008, respondent advised the Law Offices of Martin Deutsch that he would be wiring the funds "this evening".

14. Respondent did not in fact wire any funds to Martin Deutsch on or about October 23, 2008 or at anytime thereafter.

Conclusions of Law

15. By failing to maintain Jensen's \$10,000 in his CTA account, respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" in willful violation of violated Rules of Professional Conduct, rule 4-100(A).

16. By failing to advise Jensen that he had misappropriated her funds; and by failing to advise her of the \$80,000 Judgment against her, respondent failed to communicate significant developments to his client in a matter in which he agreed to provide legal services, in willful violation of Business and Professions Code, section 6068(m).

17. By repeatedly assuring his client he would refund the monies to her, and by failing to do so; and by assuring Martin Deutsch that he would forward the funds, and then failing to do so, respondent committed acts of moral turpitude, in willful violation of Business and Professions Code, section 6106.

18. By failing to appropriately tender the settlement funds on Jensen's behalf, respondent failed to perform with competence, in willful, reckless and repeated violation of the Rules of Professional Conduct rule 3-110(A).

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The Grace Labrasca Matter

Case No. 08-O-13226

19. On April 15, 2004, Grace Labrasca (hereinafter, "Labrasca") hired respondent to represent her in her pending civil matters, *Elizabeth Phillips v. Grace Labrasca*, case no. 05DV10768, and *Labrasca v. Phillips*, case no. 05AS03533. Labrasca paid respondent \$30,000 for representation in the two matters.

20. On November 18, 2006 while her matters were still pending, respondent requested that Labrasca loan him some funds. Respondent asked Labrasca for \$5,000. Labrasca gave respondent a \$5,000 loan by writing a check against her credit card. Respondent stated to Labrasca that he would pay her back the following Monday.

21. Respondent failed to pay Labrasca back the following Monday or at any time thereafter.

22. The business transaction (loan) that respondent obtained from Labrasca did not have fair and reasonable terms. There was no collateral for the debt.

23. The terms for the business transaction (loan) that respondent obtained from Labrasca were not in writing.

24. Respondent did not advise Labrasca, in writing (or otherwise), before obtaining the loan, that Labrasca could consult with an attorney before agreeing to loan respondent money.

25. Respondent did not give Labrasca a reasonable opportunity to consult with an attorney before loaning respondent money.

26. Labrasca did not consent to the loan in writing.



27. On November 8, 2008, respondent issued check number 51952, in the sum of \$5,000, to Labrasca for repayment of the debt. The check was rejected by the bank as issued against insufficient funds.

28. Respondent failed to make good on the check or otherwise repay Labrasca.

29. On June 29, 2009, Labrasca obtained a judgment against respondent in small claims court, *Labrasca v. Ferris*, case no 09SC03194, filed in Superior Court, County of Sacramento, for the sum of \$5,000 plus costs. The Court Clerk duly noticed respondent, by mail, of the small claims judgment. Respondent received the small claims judgment and was aware of its contents.

30. On October 9, 2009, respondent was to appear for an Order for Examination (hereinafter, "OEX") in the small claims proceedings. By consent of the parties, the OEX was continued for two weeks, until October 29, 2009. On October 29, 2009, respondent failed to appear at the OEX. Thereafter, on or about November 9, 2009, the Court issued a bench warrant against respondent for his failure to appear. Respondent has made payments continuously to satisfy the judgement.

#### Conclusions of Law

31. By borrowing \$5,000 from Labrasca without fair and reasonable terms; without placing the terms in writing; without obtaining Labrasca's written consent; without advising Labrasca to consult another attorney and without giving her a reasonable opportunity to consult with another attorney, respondent willfully violated Rules of Professional Conduct, rule 3-300(A) (B) and (C).

32. By issuing a check to Labrasca against insufficient funds, and failing to make good on the check, by failing to pay Labrasca's small claims judgment against him; and by

failing to appear at the OEX, respondent committed acts of moral turpitude, in willful violation of Business and Professions Code, section 6106.

*The Joseph Cesar II*

*Case Number 09-O-14365*

33. On July 10, 2004, Joseph Cesar II (hereinafter, "Cesar") hired respondent to negotiate the termination of a lease on his behalf, for his business. Cesar paid respondent the sum of \$2,000 for the representation. Respondent successfully negotiated the lease termination.

34. In July, 2004, Cesar hired respondent to address additional matters regarding a tenancy. Cesar paid respondent the sum of \$2,000. Respondent resolved the matter to Cesar's satisfaction in or about February, 2005.

35. Thereafter, Cesar considered respondent to be his business attorney and consulted with respondent periodically. From in or about February, 2005 through August, 2007, Cesar consulted respondent regarding various legal matters related to his lease liabilities and other issues arising from Cesar's clothing business, "Catwalk." From on or about August 7, 2009 to the present, Cesar consulted respondent for various investment ventures.

36. On August 7, 2007, respondent borrowed \$50,000 from Cesar. The loan was memorialized by a document entitled "promissory note" which stated, "For valuable consideration, receipt of which is hereby acknowledged, Frank J. Ferris hereby agrees to pay to Joe Cesar, or order no later than August 21, 2007, the sum of \$52,000."

37. Respondent paid Cesar \$2,000, but failed to pay Cesar the principal of \$50,000 on August 21, 2007 or at anytime thereafter.

38. Because Respondent did not believe that he represented Cesar, he did not secure any written authorizations.

39. The terms of the loan from Cesar to respondent were not fair and reasonable.

There was no collateral for the significant debt.

40. Respondent did not advise Cesar, in writing or otherwise, that he (Cesar) could consult with independent counsel before loaning funds to respondent.

41. Cesar did not consent, in writing, to the terms of the loan.

42. On January 5, 2009, respondent issued check no. 51969 to Cesar in the sum of \$50,000, as purported repayment of the debt. This check was issued from respondent's general office account, account number 170-005XXX at Bank of the West.

43. At on or about the time respondent issued the check for \$50,000 to Cesar, there were insufficient funds in his general office account to honor the check. On or about January 1, 2009, there was -\$225.41 in respondent's general office account. The average daily balance in respondent's general office account for January, 2009 was -\$107.00.

44. When he issued the aforementioned check, Respondent informed Cesar that there were no funds in the account, and that he should wait for word from the respondent before negotiating the check.

45. September 8, 2009, Cesar sought to negotiate check no. 51969. The Bank dishonored the check as written against insufficient funds.

Conclusions of Law

46. By borrowing \$50,000 from Cesar without fair and reasonable terms, without obtaining Cesar's written consent, and without advising Cesar to consult another attorney, and without giving him a reasonable opportunity to consult with another attorney, respondent willfully violated Rules of Professional Conduct, rule 3-300(A)(B) and (C).

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## **PENDING PROCEEDINGS**

The disclosure date referred to on page one, paragraph A(7), was November 15, 2010.

## **COSTS OF DISCIPLINARY PROCEEDINGS.**

Respondent acknowledges that the Office of Chief Trial Counsel has informed respondent as of November 15, 2010 the estimate prosecution costs in this matter are approximately \$6,158.00. Respondent acknowledges that this figure is an estimate only and that it does not include State Bar Court costs which will be included in any final cost assessment. 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 further proceedings.

## **AUTHORITIES SUPPORTING DISCIPLINE**

### Standards

Standard 2.2(a) requires disbarment for the willful misappropriation of entrusted funds. The standard requires not less than a one-year actual suspension if the amount of funds is insignificantly small or if the most compelling mitigating circumstances clearly predominate. Neither of those circumstances exist in this matter.

Standard 2.2(b) requires at least a three-month actual suspension for a violation of rule 4-100, irrespective of mitigating circumstances.

Standard 2.3 requires an actual suspension or disbarment for a respondent that has committed an act of moral turpitude. Respondent committed multiple acts of moral turpitude. Standard 2.10 requires that a violation of any provision of the Rules of Professional Conduct not specified in the standards (e.g., rules 1-300(A) and 1-311) shall result in reproof or suspension according to the gravity of the offense or harm, if any, to the victim, with due regard to the purpose of imposing discipline set forth in standard 1.3.

## Level of Discipline

### *Misappropriation*

Disbarment is the proper discipline for misappropriation. (See *In re Abbott* (1977) 19 Cal.3d 249 [disbarment for misappropriation of over \$29,000]; *Kaplan v. State Bar* (1991) 52 Cal.3d 1067 [disbarment for misappropriation of approximately \$30,000 and lies to the State Bar]; *Chang v. State Bar* (1989) 49 Cal.3d 114 [disbarment for misappropriation of over \$7,000]; *Kelly v. State Bar* (1988) 45 Cal.3d 649 [disbarment for misappropriation of approximately \$20,000]; *In the Matter of Spaith* (Review Dept. 1996) 3 Cal.State Bar Ct.Rptr. 511 [disbarment for misappropriation of approximately \$40,000 in one client matter]; *In the Matter of Keuker* (Review Dept. 1991) 1 Cal.State Bar Ct.Rptr. 583 [disbarment for misappropriation of approximately \$66,000 in one client matter].)

### *Rule 3-300 Violations*

Respondent is culpable of violation of rule 3-300 of the California Rules of Professional Conduct because of his ongoing attorney/client relationship with victim Cesar. Case law has held that culpability lay where there is an ongoing attorney/client relationship, regardless of whether the Respondent was representing the victim at the moment.

For instance, In *Matter of Peavey*, the court held that an attorney/client relationship existed, for the purposes of rule 3-300, where the victim had an ongoing professional relationship with the respondent in which he sought and received legal advice from respondent intermittently. (*Matter of Peavey* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 483.) Non-clients may be treated as an attorney's client for purposes of discipline where the attorney assumes a fiduciary relationship with the non-client.

A loan from a client, like all attorney-client business transactions, is scrutinized for unfairness, and when such a transaction is called into question, the attorney has the burden to prove that the terms were fair and reasonable. Where a client's loan to attorney was unsecured in a situation where security would ordinarily be considered essential, such as the situation in the instant case, and where no periodic payments were made despite his client's financial circumstances, such facts were evidence that terms and conditions of the loan were unfair to the client. (*Matter of Johnson* (Review Dept. 1995) 3 Cal. State Bar Ct. Rptr. 233; *Matter of Hagen* (Review Dept. 1992) 2 Cal. State Bar Ct. Rptr. 153.)

### **AGGRAVATING CIRCUMSTANCES**

Respondent's nine counts of misconduct, which occurred over at least a four year period, demonstrate multiple acts of wrongdoing (std. 1.2(b)(ii).)

Most telling is the harm that respondent's misconduct reaped on his clients (std. 1.2(b)(iv)). In the case of Lisa Jensen, not only did respondent misappropriate ten-thousand dollars (\$10,000), his failure to utilize that money resulted in Lisa Jensen having an \$80,000 stipulated judgement entered against her. In the case of Joseph Cesar II, respondent misappropriated fifty-thousand dollars (\$50,000), and subsequently gave a check to Cesar drawn on an account that he knew, or should have known, did not have any funds in it. When Cesar attempted to negotiate the check, the bank closed his account. The California Supreme Court has held that An act of dishonesty warrants actual suspension or disbarment, even if no harm results to the client. (*Garlow v. State Bar* (1982) 30 Cal.3d 912.) In the instant matter, the clients sustained substantial harm.

### **MITIGATING CIRCUMSTANCES**

None

## STATE BAR ETHICS SCHOOL

Since this is a disbarment case, no Ethics School is required.

## RESTITUTION

Respondent must make restitution, as follows:

Lisa Jenson; Respondent must make restitution in the amount of \$10,000 plus 10 percent interest per year from April 22, 2010.

Grace Labrasca; Respondent must continue to make payments to Grace Labrasca, in accordance with judgment entered against him in the case of *Labrasca v. Ferris*, case no. 09SC03194, Superior Court for the County of Sacramento.

Joseph Cesar II; Respondent must make restitution in the amount of \$50,000 plus 10 percent interest per year from August 21, 2007.

If the Client Security Fund has reimbursed the aforementioned persons for all or any portion of the principal amount, respondent must make restitution to CSF of the amount paid plus interest and costs in accordance with Business and Professions Code section 6140.5.

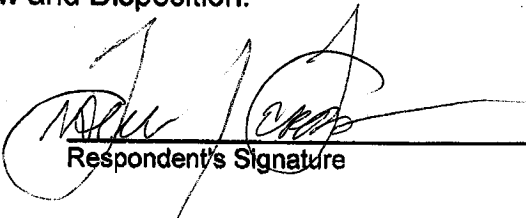

Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles, no later than 365 days from the effective date of the Supreme Court order in this case.

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In the Matter of Frank Joseph Ferris	Case number(s): 08-O-13226; 09-O-15668; 09-O-14365
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**SIGNATURE OF THE PARTIES**

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

11/15/10 Date		Frank Joseph Ferris Print Name
Date	Respondent's Counsel Signature	Print Name
17 11/15/10 Date		Manuel Jimenez Print Name
Date	Deputy Trial Counsel's Signature	Print Name



(Do not write above this line.)

In the Matter of <b>Frank Joseph Ferris</b>	Case Number(s): <b>08-O-13226</b> <b>08-O-15668</b> <b>09-O-14365</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.)**

Respondent **FRANK JOSEPH FERRIS** is ordered transferred to involuntary inactive status pursuant to Business and Professions Code section 6007, subdivision (c)(4). Respondent's inactive enrollment will be effective thirty (30) calendar days after this order is served by mail and will terminate upon the effective date of the Supreme Court's order imposing discipline herein, or as provided for by rule 490(b) of the Rules of Procedure of the State Bar of California, or as otherwise ordered by the Supreme Court pursuant to its plenary jurisdiction.

December 17, 2010  
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 December 17, 2010, I deposited a true copy of the following document(s):

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

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

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

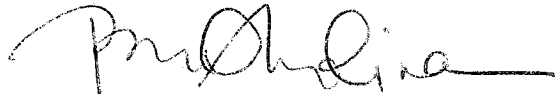
**FRANK JOSEPH FERRIS  
2235 PARK TOWNE CIR #100  
SACRAMENTO, CA 95825**

**FRANK JOSEPH FERRIS  
1113 CASTEC DRIVE  
SACRAMENTO, CA 95864**

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

**MANUEL JIMENEZ, Enforcement, San Francisco**

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on December 17, 2010.



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Bernadette C.O. Molina  
Case Administrator  
State Bar Court