

PUBLIC MATTER

1 STATE BAR OF CALIFORNIA  
2 OFFICE OF THE CHIEF TRIAL COUNSEL  
3 JAYNE KIM, No. 174614  
4 ACTING CHIEF TRIAL COUNSEL  
5 PATSY J. COBB, No. 107793  
6 DEPUTY CHIEF TRIAL COUNSEL  
7 JOSEPH R. CARLUCCI, No. 172309  
8 ASSISTANT CHIEF TRIAL COUNSEL  
9 KATHERINE KINSEY, No. 183740  
10 DEPUTY TRIAL COUNSEL  
11 1149 South Hill Street  
12 Los Angeles, California 90015-2299  
13 Telephone: (213) 765-1000

FILED

NOV 08 2011  
STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

11 In the Matter of: ) Case Nos. 09-O-10024, 09-O-17275,  
12 JOHN MARK EDWARD BOUZANE, ) 10-O-02849, 10-O-10697  
13 No. 79804, ) NOTICE OF DISCIPLINARY CHARGES  
14 A Member of the State Bar. )

**NOTICE - FAILURE TO RESPOND!**

16 IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE  
17 WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT  
18 THE STATE BAR COURT TRIAL:

- 18 (1) YOUR DEFAULT WILL BE ENTERED;
- 19 (2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU  
20 WILL NOT BE PERMITTED TO PRACTICE LAW;
- 21 (3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN  
22 THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION  
23 AND THE DEFAULT IS SET ASIDE, AND;
- 24 (4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.  
25 SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE  
26 OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN  
27 ORDER RECOMMENDING YOUR DISBARMENT WITHOUT  
28 FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ.,  
RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

25 //  
26 //  
27 //  
28 //



1 The State Bar of California alleges:

2 JURISDICTION

3 1. John Mark Edward Bouzane ("Respondent") was admitted to the practice of law in  
4 the State of California on June 23, 1978, was a member at all times pertinent to these charges,  
5 and is currently a member of the State Bar of California.

6 COUNT ONE

7 Case No. 09-O-10024  
8 Rules of Professional Conduct, rule 3-110(A)  
9 [Failure to Perform with Competence]

10 2. Respondent willfully violated Rules of Professional Conduct, rule 3-110(A), by  
11 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
12 follows:

13 3. In or about January 2003, Respondent agreed to represent Julius Bogar ("Julius") in  
14 claims against a neighbor for water damage to Julius's property.

15 4. On or about May 20, 2003, Respondent filed a complaint on Julius's behalf regarding  
16 his water damage claim entitled, *Bogar v. Scherer*, San Bernardino County Superior Court, case  
17 number SCVSS 103608 (the "water damage action"). Respondent took no further action after  
18 filing the complaint and on or about September 2, 2003, the water damage action was dismissed  
19 due to a lack of prosecution. Respondent did not inform Goldberg that the case had been  
20 dismissed. Respondent contends that his paralegal Joel Goldberg ("Goldberg") hid the water  
21 damage action file from him.

22 5. From in or about 2003 to in or about 2005, Respondent represented Julius and Rose  
23 Bogar (the "Bogars") in an unlawful detainer action, which led to a judgment in favor of the  
24 Bogars in 2005.

25 6. In or about June 2005, the Bogars spoke to Respondent regarding pursuing a  
26 malicious prosecution case arising out of the unlawful detainer action. On or about June 3, 2005,  
27 Goldberg sent a letter to the Bogars confirming an oral agreement that Respondent's retainer fee  
28 for the malicious prosecution matter would be \$3,500 plus \$750 in court costs.

1           7. On or about June 7, 2005, Julius signed Respondent's hourly fee retainer agreement  
2 and paid Respondent \$2,000 in advanced legal fees to pursue the malicious prosecution action.  
3 Julius asked Respondent to file the lawsuit as soon as possible. Thereafter, Respondent failed to  
4 file the complaint on the Bogars' behalf.

5           8. On or about October 24, 2005, Julius sent Respondent and Goldberg a letter by fax  
6 asking for a copy of the complaint in the malicious prosecution case and asking for the status of  
7 the case. Respondent received the October 24, 2005 letter but did not tell Julius that a complaint  
8 had not been filed on his behalf.

9           9. On or about December 7, 2005, Julius again sent a letter to Respondent and Goldberg  
10 by fax asking for any correspondence from the court and from the opposing parties in the  
11 malicious prosecution case as well as the water damage action. Respondent received the letter  
12 but did not respond.

13           10. On or about March 16, 2006, Julius sent a letter to Respondent by fax and requested  
14 any documents received from the defendant in his malicious prosecution. Respondent received  
15 the letter but did not respond.

16           11. On or about January 22, 2007, Julius wrote Respondent regarding his efforts to  
17 contact Respondent. In the letter, Julius told Respondent that he had called Respondent's office  
18 numerous times, but Respondent's secretary told him that Respondent was not available. Julius  
19 said he had spoken to Goldberg who told him that both his cases were under control. In the  
20 January 22, 2007 letter, Julius asked for the status of his cases. On or about January 22, 2007,  
21 Julius sent the letter by fax. Respondent received the letter but did not respond. Julius sent the  
22 letter by fax again on or about February 21, 2007 and on or about February 28, 2007, but  
23 Respondent still did not provide a response.

24           12. On or about January 10, 2008, Goldberg responded by letter to Julius apologizing for  
25 the delay in responding to his telephone calls. In the letter, Goldberg told Julius that they were  
26 attempting to settle both of Julius's cases and believed they would be able to settle the malicious  
27 prosecution action within the next 30 days for \$10,000. Although no malicious prosecution had  
28 been filed on the Bogars' behalf, Goldberg told Julius that the malicious prosecution case would

1 be difficult to prove, and the Bogars could be liable for costs and attorney's fees if they lost.  
2 Without informing Julius that the water damage action had long been dismissed, Goldberg told  
3 Julius that collecting damages on his water damage action would also be difficult.

4 13. On or about January 11, 2008, Julius mailed a letter to Respondent concerning his  
5 efforts to contact Respondent regarding his cases and once again requested documentation from  
6 both of his cases. Respondent received the letter but did not respond.

7 14. On or about May 3, 2008, Julius sent a letter to Respondent by fax stating that he had  
8 left messages with Respondent's secretary, but Respondent had failed to respond. In the letter,  
9 Julius told Respondent that if he had not received the documents related to his cases within ten  
10 days, he would have to take legal action. Respondent received the letter but did not respond.

11 15. On or about May 22, 2008, Julius resent his May 3, 2008 letter to Respondent by fax.  
12 Respondent received the letter but did not respond.

13 16. On or about June 17, 2008, Julius mailed a letter to Respondent stating that because  
14 of Respondent's failure to respond, Julius had no alternative but to file a lawsuit against  
15 Respondent and file a complaint with the State Bar. Respondent received the June 17, 2008  
16 letter.

17 17. On or about June 25, 2008, Julius received a letter from Respondent stating that he  
18 was on vacation and apologized for not communicating with him. In the June 25, 2008 letter,  
19 Respondent told Julius that he was attempting to settle the malicious prosecution case for  
20 \$10,000 and hoped to have it settled within 30 to 45 days. In addition, Respondent stated that  
21 the water damage case was somewhat easier but the case may be sent to federal court.  
22 According to Respondent, Goldberg wrote the June 25, 2008 letter and was Respondent was not  
23 aware it had been sent.

24 18. On or about June 29, 2008, Julius faxed a letter to Respondent in response to the June  
25 25, 2008 letter stating that he had been trying to talk to Respondent for four years and asked  
26 Respondent to call him when he returned from vacation. Respondent received the letter but did  
27 not respond.

28

1 19. On or about August 26, 2008, Julius sent a letter to Respondent by fax regarding  
2 Respondent's failure to handle his cases and failure to communicate. In the letter, Julius said he  
3 had no alternative other than to file a complaint with the State Bar. Respondent received the  
4 letter but did not respond.

5 20. On or about September 18, 2008, Julius faxed a letter to Respondent's office  
6 requesting his file. Respondent received the letter but did not respond and did not provide the  
7 client file. Therefore, on or about September 29, 2008, Julius faxed another letter to  
8 Respondent's office again requesting his file.

9 21. On or about September 30, 2008, Respondent mailed a letter to Julius telling him that  
10 his file would be copied and sent to him shortly. In the letter, Respondent told Julius,  
11 incorrectly, that Respondent had been paid \$1,000 to investigate and "possibly" file a malicious  
12 prosecution case on the Bogars' behalf.

13 22. On or about October 11, 2008, Julius faxed a letter to Respondent stating that he was  
14 shocked by Respondent's September 30, 2008 letter and that there was an agreement that  
15 Respondent would file a malicious prosecution on his behalf.

16 23. On or about October 21, 2008, Julius faxed another letter to Respondent reminding  
17 him that Goldberg had assured him that his cases had been filed and were moving toward  
18 settlement and now Respondent was telling him the cases were not filed.

19 24. By not filing a complaint in the malicious prosecution case or otherwise pursuing the  
20 malicious prosecution claim on the Bogars behalf, by failing to pursue the water damage action  
21 and by failing to supervise Goldberg, Respondent intentionally, recklessly, or repeatedly failed to  
22 perform legal services with competence.

23 COUNT TWO

24 Case No. 09-O-10024  
25 Rules of Professional Conduct, rule 3-700(D)(1)  
[Failure to Release File]

26 25. Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(1), by  
27 failing to release promptly, upon termination of employment, to the client, at the request of the  
28 client, all the client papers and property, as follows:

1 26. The factual allegations of Count One are incorporated herein by reference.

2 27. To date, Respondent has not provided the client file to Julius.

3 28. By not turning over the client file to Julius Bogar, Respondent failed to release  
4 promptly, upon termination of employment, to the client, at the request of the client, all the client  
5 papers and property.

6 COUNT THREE

7 Case No. 09-O-10024  
8 Business and Professions Code, section 6068(m)  
9 [Failure to Respond to Client Inquiries]

10 29. Respondent willfully violated Business and Professions Code, section 6068(m), by  
11 failing to respond promptly to reasonable status inquiries of a client in a matter in which  
12 Respondent had agreed to provide legal services, as follows:

13 30. The factual allegations of Count One are incorporated herein by reference.

14 31. By not responding to the numerous telephone calls and letters from Julius Bogar  
15 inquiring about the status of his matters, Respondent failed to respond promptly to reasonable  
16 status inquiries of a client in a matter in which Respondent had agreed to provide legal services.

17 COUNT FOUR

18 Case No. 09-O-17275  
19 Rules of Professional Conduct, rule 4-100(A)  
20 [Failure to Deposit Client Funds in Trust Account]

21 32. Respondent willfully violated Rules of Professional Conduct, rule 4-100(A), by  
22 failing to deposit funds received for the benefit of a client in a bank account labeled "Trust  
23 Account," "Client's Funds Account" or words of similar import, as follows:

24 33. On or about June 12, 2007, Tim Breon ("Breon") employed Respondent and his  
25 company, Fast Eviction Services, to evict a tenant from Breon's property. Breon initially paid  
26 Respondent \$499.50 and subsequently paid an additional \$350 for court appearances.

27 34. On or about June 13, 2007, Respondent filed the unlawful detainer action on Breon's  
28 behalf in San Bernardino County Superior Court, case no. UDFS700465 (the "Breon action").

35. On or about August 15, 2007, Respondent filed a request for Entry of Default and  
Judgment in the Breon action requesting \$3,925.73 in damages on Breon's behalf. On or about

1 August 20, 2007, the court in the Breon action entered judgment for Breon in the amount of  
2 \$3,925.73 plus interest.

3 36. On or about September 27, 2007, Respondent issued a Writ of Execution to the  
4 sheriff's department to collect \$3,940.73 plus interest from Breon's former tenant.

5 37. Between in or about January 2008 and in or about October 2008, the Orange County  
6 Sheriff's Department garnished the former tenant's wages every two weeks and forwarded the  
7 funds to Respondent.

8 38. Between in or about January 8, 2008 and in or about October 2008, Respondent  
9 received sixteen checks on Breon's behalf totaling \$3,010.79. Respondent deposited all sixteen  
10 checks received on Breon's behalf into a non-trust account at Downey Savings account no. xx-  
11 xxxxx84-8.<sup>1</sup>

12 39. By depositing funds received on Breon's behalf into a non-trust account, Respondent  
13 failed to deposit funds received for the benefit of a client in a bank account labeled "Trust  
14 Account," "Client's Funds Account" or words of similar import.

15 COUNT FIVE

16 Case No. 09-O-17275  
17 Rules of Professional Conduct, rule 4-100(B)(1)  
[Failure to Notify of Receipt of Client Funds]

18 40. Respondent willfully violated Rules of Professional Conduct, rule 4-100(B)(1), by  
19 failing to notify a client promptly of the receipt of the client's funds, as follows:

20 41. The factual allegations of Count Four are incorporated herein by reference.

21 42. Respondent did not forward the \$3,010.79 in funds to Breon and did not inform  
22 Breon that he had received the funds on Breon's behalf.

23 43. In or about May 2009, not knowing that Respondent had collected the judgment on  
24 his behalf, Breon sued his former tenant in small claims to collect his damages.

25 44. On or about August 24, 2009, Breon appeared in small claims court and learned that  
26 Respondent had already collected the judgment in the Breon action. As a result, Breon  
27 dismissed the small claims action.

28 <sup>1</sup> The account number has been partially redacted due to privacy concerns.

1 45. By not informing Breon that he had received \$3,010.79 on his behalf, Respondent  
2 failed to notify a client promptly of the receipt of the client's funds.

3 COUNT SIX

4 Case No. 09-O-17275  
5 Business and Professions Code, section 6106  
6 [Moral Turpitude-Misappropriation]

7 46. Respondent willfully violated Business and Professions Code, section 6106, by  
8 committing acts involving moral turpitude, dishonesty or corruption, as follows:

9 47. The factual allegations of Counts Four and Five are incorporated herein by reference.

10 48. On or about September 4, 2009, Breon sent a letter to Respondent's office stating that  
11 Respondent did not have authorization to collect the judgment on his behalf. In the letter, Breon  
12 demanded the garnished funds as well as interest, damages and a refund of the fees paid to  
13 Respondent.

14 49. On or about September 9, 2009, Respondent responded to Breon's September 4, 2009  
15 letter stating he would not provide a refund or pay damages but issued a check to Breon for the  
16 \$3,010.79 collected on Breon's behalf.

17 50. Respondent dishonestly, or with gross negligence, misappropriated \$3,010.79 of  
18 Breon's funds.

19 51. By collecting \$3,010.79 in funds belonging to Breon without his knowledge and  
20 consent and by keeping the funds for approximately year, Respondent converted \$3,010.79 in  
21 funds belonging to Breon.

22 52. By misappropriating \$3,010.79 in funds belonging to Breon, Respondent committed  
23 an act involving moral turpitude, dishonesty or corruption.

24 //

25 //

26 //

27 //

28 //



1 service that contained the photocopied signatures of his process server in the following unlawful  
2 detainer actions:

3 *Calmax Properties v. Bradford*, case no. UDDS9006450  
4 *Cobra 28 v. Wilson*, case no. UDDS10000629  
5 *Fernandez v. Daniels*, case no. UDDS1000558  
6 *Anaya v. Ochoa*, case no. UDDS1000377  
7 *Samara v. Rogers*, case no. UDDS1000308  
8 *Marcinak v. Perez & Hernandez*, case no. UDDS100178  
9 *Vanguard v. Barfield & Young*, case no. UDDS100059  
10 *Starlite v. Martinez*, case no. UDDS1000032  
11 *Rai v. Turner*, case no. UDDS906485  
12 *Starlite v. Garcia & Coronado*, case no. UDDS906444  
13 *Starlite v. Ruvalcaba*, case no. UDDS906333

14 60. In his response to the State Bar, Respondent acknowledged the declarations of  
15 service filed by his office in the above actions contained the photocopied signatures of his  
16 process server, Enrique Medina.

17 61. Respondent knew, or was grossly negligent in not knowing, that the declarations of  
18 service filed by his office contained the photocopied signatures of his process server.

19 62. By repeatedly filing declarations of service with the court that he knew, or in the  
20 absence of gross negligence should have know, did not contain the original signatures of the  
21 process server, Respondent committed acts involving moral turpitude, dishonesty or corruption.

22 COUNT EIGHT

23 Case No. 10-O-02849  
24 Business and Professions Code, section 6068(d)  
25 [Seeking to Mislead a Judge]

26 63. Respondent willfully violated Business and Professions Code, section 6068(d), by  
27 seeking to mislead the judge or judicial officer by an artifice or false statement of fact or law, as  
28 follows:

64. The allegations contained in Count Seven are incorporated herein by reference.

65. When Respondent filed the declarations of service with San Bernardino County  
Superior Court, he knew they did not contain the original signature of the process server.

66. By repeatedly filing declarations of service with the court in unlawful detainer actions  
containing the photocopied signature of a process server who also had not filled out the

1 declarations of service, Respondent misrepresented to the court that the process server had  
2 signed the declarations of service under penalty of perjury.

3 67. By filing with the court declarations of service in multiple unlawful detainer actions,  
4 which he knew had not been filled out or signed by the process server, Respondent sought to  
5 mislead the judge or judicial officer by an artifice or false statement of fact or law.

6 COUNT NINE

7 Case No. 10-O-10697  
8 Business and Professions Code, section 6106  
9 [Moral Turpitude-Misrepresentation]

10 68. Respondent willfully violated Business and Professions Code, section 6106, by  
11 committing acts involving moral turpitude, dishonesty or corruption, as follows:

12 69. In or about August 2008, Samuel and Carol Tiberi (the "Tiberis") loaned their  
13 neighbors \$275,000 and secured the loan with a second deed of trust on the neighbors' home.  
14 The neighbors failed to pay on the loan and subsequently filed for bankruptcy to stop a  
15 foreclosure initiated by the Tiberis.

16 70. In or about April 2010, the Tiberis hired Respondent and paid him \$1,500 to file a  
17 Motion for Relief from the Automatic Stay ("motion for relief) in the neighbors' bankruptcy  
18 action.

19 71. On or about April 29, 2010, Respondent filed the motion for relief on the Tiberis'  
20 behalf in the bankruptcy action, but the Tiberis did not have the opportunity to review the motion  
21 for relief prior to Respondent filing it with the court.

22 72. The motion for relief was accompanied by real property declaration purportedly  
23 signed under penalty of perjury by Carol Tiberi. Carol Tiberi did not sign the real property  
24 declaration and did not authorize anyone to sign her name to the document. Respondent signed  
25 Carol Tiberi's name to the real property declaration, or caused her name to be signed to the  
26 document, without her knowledge or consent.

27 73. When Respondent filed the real property declarations, he knew or was grossly  
28 negligent in not knowing that they did not bear Carol Tiberi's signatures or indicate that  
someone was signing for them.

1           74. On or about June 4, 2010, Respondent filed an amended motion for relief on the  
2 Tiberis' behalf in the bankruptcy action. The amended motion for relief was accompanied by  
3 real property declaration again purportedly signed under penalty of perjury by Carol Tiberi.  
4 Carol Tiberi did not sign the June 4, 2010 real property declaration attached to the amended  
5 motion for relief and did not authorize anyone to sign her name to the document. Respondent  
6 signed Carol Tiberi's name to the June 4, 2010 real property declaration, or caused her name to  
7 be signed to the document, without her knowledge or consent.

8           75. On or about July 27, 2010, Respondent filed another amended motion for relief on the  
9 Tiberis' behalf in the bankruptcy action. The July 27, 2010 amended motion for relief was  
10 accompanied by real property declaration once again purportedly signed under penalty of perjury  
11 by Carol Tiberi. Carol Tiberi did not sign the July 27, 2010 real property declaration attached to  
12 the amended motion for relief and did not authorize anyone to sign her name to the document.  
13 Respondent signed Carol Tiber's name to the July 27, 2010 real property declaration, or caused  
14 her name to be signed to the document, without her knowledge or consent.

15           76. When Respondent filed the real property declarations with the bankruptcy court, he  
16 knew or was grossly negligent in not knowing, that they did not bear Carol Tiberi's signatures or  
17 indicate that someone signed on her behalf.

18           77. By repeatedly signing Carol Tiberi's name to real property declarations filed in the  
19 bankruptcy court, or by causing Carol Tiberi's name to be signed to the declarations, and then  
20 filing the documents with the court in the bankruptcy action, Respondent misrepresented that  
21 Carol Tiberi had signed all three real property declarations under penalty of perjury.

22           78. By signing his client's name to the real property declarations, or by causing the  
23 client's name to be signed to the declarations, without the client's knowledge and consent,  
24 Respondent intentionally or by gross negligence committed acts involving moral turpitude.

25 //

26 //

27 //

28 //

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

COUNT TEN

Case No. 10-O-10697  
Business and Professions Code, section 6068(d)  
[Seeking to Mislead a Judge]

79. Respondent willfully violated Business and Professions Code, section 6068(d), by seeking to mislead the judge or judicial officer by an artifice or false statement of fact or law, as follows:

80. The allegations contained in Count Nine are incorporated herein by reference.

81. When Respondent filed the three real property declarations with the bankruptcy court, he knew that Carol Tiberi had not reviewed or signed the declarations.

82. By signing Carol Tiber's name to the real property declarations, or by causing Carol Tiberi's name to be signed to the declarations, and then filing these declarations with the bankruptcy court, Respondent misrepresented to the court that Carol Tiberi had signed these documents under penalty of perjury.

83. By filing the real property declarations with the bankruptcy court, which he knew had not been reviewed or signed by Carol Tiberi, Respondent sought to mislead the judge or judicial officer by an artifice or false statement of fact or law.

COUNT ELEVEN

Case No. 10-O-10697  
Rules of Professional Conduct, rule 3-110(A)  
[Failure to Perform with Competence]

84. Respondent willfully violated Rules of Professional Conduct, rule 3-110(A), by intentionally, recklessly, or repeatedly failing to perform legal services with competence, as follows:

85. The allegations contained in Count Nine are incorporated herein by reference.

86. On or about April 29, 2010, Respondent filed a motion for relief on the Tiberis' behalf without giving them the opportunity to review it beforehand.

87. The motion for relief filed by Respondent on the Tiberis' behalf had numerous errors, including the following: The Tiberis' name was misspelled on the face sheet of the motion.

1 The wrong hearing location was selected on the face sheet of the motion. The street name of the  
2 property in question was not spelled correctly. The motion incorrectly stated that the Tiberis  
3 were the owners of the property in question. The motion incorrectly stated the last date the  
4 Tiberis had received a payment from the debtors. The motion repeatedly listed the fair market  
5 value of the property as \$0.00. Some of the attached forms were not completed as required. The  
6 proof of service did not indicate that the debtors were served. Some exhibits were missing and  
7 those that were attached did not comply with the local bankruptcy court rules.

8 88. Although Respondent filed amended motions for relief on the Tiberis behalf, the  
9 amended motions for relief continued to contain the errors listed above.

10 89. On or about August 3, 2010, attorney David L. Gibbs ("Gibbs") filed a substitution of  
11 attorney, replacing Respondent as counsel for the Tiberis in the bankruptcy action. On or about  
12 August 3, 2010, Gibbs filed a second-amended motion for relief from the automatic stay on the  
13 Tiberis' behalf in the bankruptcy action. On or about August 25, 2010, the court granted the  
14 second-amended motion for relief.

15 90. By repeatedly failing to properly draft and file a motion for relief on the Tiberis'  
16 behalf, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with  
17 competence.

18 **NOTICE - INACTIVE ENROLLMENT!**

19 **YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR**  
20 **COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE**  
21 **SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL**  
22 **THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO**  
23 **THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN**  
24 **INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE**  
25 **ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE**  
26 **RECOMMENDED BY THE COURT.**

24 //

25 //

26 //

27 //

28 //

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

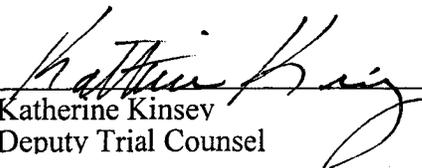
**NOTICE - COST ASSESSMENT!**

**IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.10.**

Respectfully submitted,

THE STATE BAR OF CALIFORNIA  
OFFICE OF THE CHIEF TRIAL COUNSEL

DATED: November 8, 2011

By:   
Katherine Kinsey  
Deputy Trial Counsel

DECLARATION OF SERVICE

by

U.S. FIRST-CLASS MAIL / U.S. CERTIFIED MAIL / OVERNIGHT DELIVERY / FACSIMILE-ELECTRONIC TRANSMISSION

CASE NUMBER(s): 09-O-10024; 09-O-17275; 10-O-02849; 10-O-10697

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California 90015, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

NOTICE OF DISCIPLINARY CHARGES

By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a)) - in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles.

By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))

By Overnight Delivery: (CCP §§ 1013(c) and 1013(d)) - I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS').

By Fax Transmission: (CCP §§ 1013(e) and 1013(f)) Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.

By Electronic Service: (CCP § 1010.6) Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(for U.S. First-Class Mail) in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: (see below)

(for Certified Mail) in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article No.: 71969008911104432942 at Los Angeles, addressed to: (see below)

(for Overnight Delivery) together with a copy of this declaration, in an envelope, or package designated by UPS, Tracking No.: addressed to: (see below)

Table with 4 columns: Person Served, Business-Residential Address, Fax Number, Courtesy Copy to: and 1 row of data for JOHN MARK EDWARD BOUZANE.

via inter-office mail regularly processed and maintained by the State Bar of California addressed to:

N/A

I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS'). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: November 8, 2011

SIGNED:

Handwritten signature of Juli Jenewein

JULI JENEWEIN Declarant