PUBLIC MATTER

FILED JULY 1, 2011

STATE BAR COURT OF CALIFORNIA

HEARING DEPARTMENT – LOS ANGELES

In the Matter of **MICHAEL DAVID CROCKETT,** **Member No. 228124,** A Member of the State Bar.	)	Case No.: **09-O-14667-RAH** **DECISION**

Introduction and Significant Procedural History

In the notice of disciplinary charges in this matter, the State Bar originally charged respondent **Michael David Crockett**[1] with two counts of misconduct in a single client matter: failure to account (Rules Prof. Conduct, rule 4-100(B)(3)); and failure to refund unearned fees (Rules Prof. Conduct, rule 3-700(D)(2)). However, in January 2011, the second of these counts was dismissed without prejudice on the motion of the Office of the Chief Trial Counsel of the State Bar of California (State Bar). (Rules Proc. of State Bar, rule 5.124.)

Trial on the remaining count (failure to account) commenced on March 2, 2011, but was continued to allow respondent to file a second motion to disqualify the undersigned judge. After another State Bar Court Judge denied respondent's second motion to disqualify and after the

[1] Respondent was admitted to the practice of law in this state on December 2, 2003, and has been a member of the State Bar of California since that time. He has no prior record of discipline.

review department denied respondent's petition for interlocutory review of that ruling, trial resumed on April 1, 2011, and was thereafter continued and concluded on April 4, 2011. The court took the matter under submission for decision after the trial concluded on April 4, 2011.

Findings of Fact and Conclusions of Law

Findings of Fact

In January 2009, Nora Guajaca retained respondent to assist her with various legal issues she had with respect to her deceased mother's trust. Almost from the start, the attorney-client relationship between respondent and Guajaca was less than ideal.[2] Guajaca raised this issue with respondent in an email she sent him on January 26, 2009. In that same email, Guajaca recalled how, in an earlier meeting with respondent, she effectively stopped communicating with respondent because, in response to one of her statements, respondent made fists with both of his hands and had "the look of anger" in his face. (Exhibit CC.) In that email, Guajaca candidly stated that this incident caused her to believe that respondent might have "anger management issues."[3]

[2] As an example, respondent set up a PayPal account for Guajaca so that she could pay his legal fees through PayPal (presumably, respondent prefers to be paid though PayPal). At that time, Guajaca was unfamiliar with PayPal's procedures. In an email that Guajaca sent to respondent on January 22, 2009 (soon after their first meeting), Guajaca inquired if respondent had started working on her mother's trust and expressed her concern that PayPal had not yet sent respondent a payment from her account. In a reply email that respondent sent Guajaca the next day, respondent sarcastically stated: "You have not paid me anything yet. Thus, I have not started doing anything yet. If you've [sic] bothered to log into your Paypal [sic] account, you [would] have clearly seen, and thus already know, that the funds are expected to be cleared sometime next week." (Exhibits II & JJ.)

[3] Guajaca's observation of respondent's possible anger management issues is particularly troubling in light of respondent's disruptive and abusive courtroom behavior throughout the pretrial proceedings and the trial in this disciplinary matter. As set forth in more detail below, respondent's deliberate use of such behavior to obstruct justice in this State Bar Court disciplinary proceeding is a serious aggravating circumstance. (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, std. 1.2(b)(vi) [all further references to standards are to this source].)

Guajaca is elderly and retired. She has a low, fixed income and has been receiving worker's compensation benefits since 1969. She and respondent agreed on a flat fee of $11,250. Initially, respondent required that Guajaca pay the entire flat fee before he would begin working on her matter. However, Guajaca did not have $11,250. Accordingly, the parties agreed that Guajaca would make a down payment of $3,000 and thereafter make monthly payments of $1,000 until the fee was paid in full. Respondent admits that he agreed to do "a little work" on Guajaca's matter each month once she made the $3,000 down payment, but respondent insists that he did not have to give Guajaca any of his work or the "final product" until she paid the entire $11,250 flat fee.

On February 5, 2009, Guajaca paid respondent the $3,000 down payment. On March 31, 2009, and on April 30, 2009, Guajaca made monthly payments of $1,000 each. Respondent gave Guajaca receipts for these three payments totaling $5,000 ($3,000 plus $1,000 plus $1,000). (Exhibit C, pages 1, 3, and 4.)

After Guajaca gave respondent the $3,000 down payment on February 5, 2009, Guajaca began calling respondent and leaving telephone messages for him seeking to learn the status of his efforts on her matter. However, as of March 2, 2009, almost a month later, respondent had still not returned any of Guajaca's telephone calls or otherwise responded to any of her status inquiries. Accordingly, on March 2, 2009, Guajaca sent respondent an email stating "Mr. Crocket, please get in touch with me[.] I phoned your office in Beverly Hills [and was] informed that you . . . no longer have an office there. . . ." (Exhibit X.)

On March 4, 2009, respondent sent an email to Guajaca with a retainer agreement attached to it (March 4, 2009 fee agreement). In that email, respondent instructed Guajaca to initial each page and to sign the last page of the March 4, 2009 fee agreement and return the

agreement to him even though they had still not agreed on all the terms of the "flat fee" agreement. (Exhibit Y.)

It is unclear whether Guajaca signed and returned the March 4, 2009 agreement to respondent. After Guajaca made several more telephone calls to respondent, respondent finally contacted Guajaca in early April 2009. On April 6, 2009, respondent sent yet another fee agreement to Guajaca for signature (April 6, 2009 fee agreement).[4] Unlike the March 4, 2009 fee agreement, respondent signed the April 6, 2009 fee agreement before he sent it to Guajaca.

The April 6, 2009 fee agreement is titled: "Flat Fee Agreement for Legal Services – Trust Administration."[5] The fee section of that agreement contains the following provisions:

> Attorney shall have no obligation to provide services to Client until the fixed fee is paid in full. Unless Attorney withdraws before the completion of the services or otherwise fails to perform [the] services contemplated under this Agreement, the fixed fee will be earned in full and no portion of it will be refunded once any material services have been performed.

The April 6, 2009 fee agreement also provides that "Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries regarding the above."

On April 10, 2009, Guajaca signed the April 6, 2009 fee agreement and sent a copy of the signed agreement to respondent by email. Thereafter, on May 25, 2009, Guajaca mailed back to respondent the original April 6, 2009 fee agreement, which had both her and respondent's signatures on it.

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[4] Exhibit V contains copies of three substantially identical letters from respondent to Guajaca transmitting a flat fee agreement to Guajaca for her signature. The first two letters are dated January 14 and 16, 2009, respectively. And the third letter is dated February 2, 2009. It is unclear whether Guajaca received these letters. It is also unclear why the first two letters are dated only two days apart and why none of the three letters is referenced in either respondent's email transmitting the March 4, 2009 fee agreement to Guajaca or his letter transmitting the April 6, 2009 fee agreement to Guajaca.

[5] The April 6, 2009 fee agreement uses the terms "fixed fee" and "flat fee" interchangeably.

Beginning in May 2009, Guajaca became dissatisfied with respondent's services. She apparently felt that the project was not moving along as quickly as she needed. As a result, Guajaca terminated respondent's employment at some point thereafter. Guajaca asked respondent for her papers and file. The next day, on July 13, 2009, respondent delivered Guajaca's client file to Guajaca's house and left it for her on the front porch.

During the period of time prior to respondent's delivery of the file to the front porch, respondent failed to take any steps whatsoever to inform Guajaca of the work he allegedly performed on her matter from January though July 2009. He also failed to respond to her reasonable inquiries as to the status of her matter.

Guajaca credibly testified that the client file respondent delivered to her house on July 13, 2009, did not contain either an accounting or a refund of any unearned portion of the $5,000 in attorney's fees that Guajaca paid respondent. In addition, Guajaca credibly testified that she first saw respondent's alleged accounting (exhibit B) in late January 2011 when the State Bar gave her a copy of it. Further, Guajaca credibly testified that the client file respondent delivered to her house contained only documents that she had previously given respondent.[6]

[6] Respondent also claims to have prepared and gathered multiple legal documents during his representation of Guajaca. Once Guajaca asked respondent for her file, respondent had a duty, under State Bar Rules of Professional Conduct, rule 3-700(D)(1), to promptly release (i.e., to promptly give) to Guajaca her complete client file, including each of the documents respondent purportedly prepared or gathered regardless of whether Guajaca had paid for them or not. The State Bar has neither charged respondent with violating rule 3-700(D)(1) nor raised and briefed the issue of whether the court may properly rely on respondent's failure to comply with that rule as aggravation. Thus, even though respondent never released or gave any of the documents he allegedly prepared and gathered to Guajaca, the court cannot properly find respondent culpable of violating rule 3-700(D)(1) or consider respondent's failure to comply with rule 3-700(D)(1) as an aggravating circumstance. (*In re Silverton* (2005) 36 Cal.4th 81, 93, fn. 4.)

On the other hand, respondent claimed that the file he delivered to Guajaca's house contained an accounting (exhibit B) in the form of a detailed billing for the legal services he performed for Guajaca.

As set forth in more detail in the credibility findings set forth below, the court finds that respondent provided no accounting to Guajaca in the file he delivered to Guajaca's house, or at any other time. Respondent's testimony to the contrary lacks credibility, as set forth below.

Respondent's Credibility

As noted above, respondent testified that the client file he delivered to Guajaca's house contained a detailed accounting of the $5,000 in attorney's fees that Guajaca had paid him and that exhibit B is a copy of that alleged accounting. According to the alleged accounting, respondent performed $10,060 in legal services for Guajaca at the attorney's fee rate of $500 per hour from January 12, 2009, through July 13, 2009.[7] After carefully observing respondent testify and after carefully considering, among other things, respondent's capacity to perceive, recollect, and communicate the matters to which he testified and respondent's attitude towards this disciplinary action (Evid. Code, § 780, subds. (a), (b), (c), (j)), the court finds that respondent's testimony that there was an accounting (i.e., exhibit B) in the client file that respondent delivered to Guajaca's house and that he performed the $10,060 in legal services that are listed in that alleged accounting lacks credibility.

The court's rejection of respondent's foregoing testimony is supported by the fact that respondent failed to corroborate his testimony by proffering into evidence copies of (1) the property profiles that respondent allegedly gathered on each of the three parcels of real property held by the trust of Guajaca's deceased mother; (2) the most recent deeds, trust deeds, and

[7] However, in the alleged accounting, at least $1,500 of the $10,060 total was for preparing and mailing the fee agreement alone.

mortgage notes that respondent allegedly gathered for each of the three trust properties; (3) copies of the affidavits of death that respondent allegedly prepared for the three trust properties; or (4) the "Notices to each of the beneficiaries, schedule of assets, etc, etc . . ." that respondent allegedly prepared or drafted. The court may consider a witness's failure to produce corroborating documentary evidence as an indication that his or her testimony is not credible. (*In the Matter of Torres* (Review Dept. 2000) 4 Cal. State Bar Ct. Rptr. 138, 147; *In the Matter of Bleecker* (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 113, 122; see also *Breland v. Traylor Engineering & Manufacturing Co*. (1942) 52 Cal.App.2d 415, 426; Evid. Code, §§ 412, 413.)

In a letter that respondent wrote to a State Bar investigator on September 25, 2009, respondent stated:

> With respect to an accounting of services; I did not keep a running log of services performed, i.e.- a monthly billing sheet of services performed, and the concomitant time spent for each task and the fee incurred for each task, as, to reiterate, this was not an hourly fee agreement. It was not an agreement to work by the hour and account for each hour and task performed. Rather, this was a flat fee agreement, which fee Ms. Guajaca never paid.

(Exhibit 9, page 1.)

Notwithstanding this clear admission by respondent that he did not keep any record of the legal services that he allegedly performed on Guajaca's matter, the alleged accounting respondent introduced into evidence was *very* detailed and listed $10,060 in specific legal services he allegedly performed on Guajaca's matter over a six-month period. That alleged accounting is almost three and one-half pages long and contains 55 detailed entries of specific legal services and tasks that respondent allegedly performed for Guajaca on 33 different days between January 12, 2009, through July 13, 2009, with "the concomitant time [respondent allegedly] spent on each task." In short, respondent's claim that exhibit B is an accurate accounting alone is simply not plausible, given his admission that he had not kept a "running log of services performed."

Moreover, respondent never told Guajaca that he was performing or had performed any legal services for her. The client file that respondent delivered to Guajaca's house is very strong circumstantial evidence that respondent, in fact, did not perform any legal services of value for Guajaca because it did not contain any of the documents that respondent allegedly prepared or gathered for Guajaca.

Conclusions of Law

Count One: Failure to Account [Rules Prof. Conduct, rule 4-100(B)(3)]

State Bar Rules of Professional Conduct, rule 4-100(B)(3) (rule 4-100(B)(3)) requires that an attorney maintain records of and account for "all funds, securities, and other properties of a client coming into the possession of the member or law firm." The review department has interpreted this accounting requirement to include the attorney's fees a client pays to his or her attorney. (*In the Matter of Fonte* (Review Dept. 1994) 2 Cal. State Bar Ct. Rptr. 752, 757-758.)

One of the obligations respondent had under the April 6, 2009 fee agreement was to "take reasonable steps to keep Client informed of progress and to respond to Client's inquiries." Respondent failed to take any steps whatsoever to inform Guajaca of the work he allegedly performed on her matter from January though July 2009. Nor did respondent take any steps whatsoever to respond to Guajaca's inquiries. Guajaca was justified in terminating respondent as her attorney.[8]

As a result of the above, respondent had a duty, under rule 4-100(B)(3), to account to Guajaca for the $5,000 in attorney's fees she paid him. Moreover, an attorney's "obligation to

[8] Also, by failing to respond to Guajaca's inquiries, respondent materially breached the April 6, 2009 fee agreement and failed to perform significant services contemplated under that agreement. Although a failure to perform is not alleged in the NDC, these facts are significant, since, as a result, the clause in the April 6, 2009 agreement which provides that "the fixed fee will be earned in full and no portion of it will be refunded once any material services have been performed" is unenforceable. Under *quantum meruit*, respondent is entitled only to the reasonable value of the legal services he performed for Guajaca before she terminated his employment for cause.

'render appropriate accounts to the client' found in rule 4-100(B)(3) does not require as a predicate that the client demand such an accounting." (*In the Matter of Brockway* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 944, 952.)

Respondent failed to provide the required accounting of the $5,000 in fees paid to him by Guajaca, and therefore, the court finds that the record clearly establishes that respondent willfully violated rule 4-100(B)(3).

Aggravation & Mitigation

Aggravation

Lack of Insight

"The law does not require false penitence. [Citation.] But it does require that the respondent accept responsibility for his acts and come to grips with his culpability. [Citation.]" (*In the Matter of Katz* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 502, 511.) Respondent expressed no remorse for his misconduct and continues to deny any wrongdoing. In addition, respondent asserted meritless defenses and blamed Guajaca for his misconduct. In sum, the record clearly establishes that respondent lacks insight into the wrongfulness of his conduct. (*Maltaman v. State* Bar (1987) 43 Cal.3d 924, 958.) Respondent's lack of insight is particularly troubling because it suggests that the misconduct will reoccur. (*Blair v. State Bar* (1989) 49 Cal.3d 762, 781-782.)

Lack of Cooperation

The court finds, by clear and convincing evidence, that respondent failed to cooperate with the State Bar and the State Bar Court in this matter. (See Std. 1.2(b)(vi).) Respondent deliberately engaged in disruptive and abusive behavior throughout the court proceedings, and his inexcusable courtroom behavior, which is a serious aggravating circumstance, prolonged this case and obstructed justice.

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Mitigation

Respondent failed to establish any mitigating circumstance by clear and convincing evidence (std. 1.2(e)). Even though respondent does not have a prior record of discipline, he had practiced law for less than seven years at the time of his misconduct. (Std. 1.2(e)(i).)

Discussion

The purpose of State Bar disciplinary proceedings is not to punish the attorney, but to protect the public, to preserve public confidence in the profession, and to maintain the highest possible professional standards for attorneys. (Std. 1.3; *Chadwick v. State Bar* (1989) 49 Cal.3d 103, 111; *Cooper v. State Bar* (1987) 43 Cal.3d 1016, 1025.)

Standard 1.6(b) provides, in pertinent part, that the specific sanction for the particular violation found must be balanced with any mitigating or aggravating circumstances, with due regard for the purposes of imposing disciplinary sanctions. The applicable standard for the charged and found violation of rule 4-100(B)(3) is standard 2.2(b), which provides:

> Culpability of a member of commingling of entrusted funds or property with personal property or the commission of another violation of rule 4-100, Rules of Professional Conduct, none of which offenses result in the wilful misappropriation of entrusted funds or property shall result in at least a three month actual suspension from the practice of law, irrespective of mitigating circumstances.

The court is aware that, notwithstanding the language in standard 2.2(b) to the contrary, the minimum three-month suspension in standard 2.2(b) is not mandatory. (*Dudugjian v. State Bar* (1991) 52 Cal.3d 1092, 1100.) Thus, in *In the Matter of Lazarus* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 387, 402, the attorney was placed on two months' stayed suspension and one year's probation, but no actual suspension. In *Lazarus*, the attorney failed to promptly notify his

client of receipt of a partial settlement check and failed to promptly provide the client with a copy of his accounting (the attorney erroneously sent the accounting only to the client's new attorney). In *Lazarus*, there were many mitigating circumstances, none of which is present here. Specifically, the mitigating circumstances present in *Lazarus* were no prior record of discipline in more than 10 years of practice, good faith, candor and cooperation during the disciplinary proceeding, a finding that the attorney was unlikely to commit further misconduct, no client harm, and no harm to medical-provider lien holder. The sole aggravating circumstance in that case was the attorney unilaterally collected his attorney's fees from the partial settlement proceeds prematurely.

Also relevant on the issue of discipline is *In the Matter of Koehler* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 615, 629, in which the attorney was placed on three years' stayed suspension and five years' probation on conditions, including a six-month period of suspension. In *Koehler*, the attorney improperly used his client trust account for personal purposes over about a two-year period; in two instances, the attorney improperly delayed in refunding the unused advanced costs to a client; and in one matter, the attorney failed to perform services in a time-sensitive matter. There was also a number of mitigating circumstance in *Koehler* that are not present here, and those were: good faith in one matter, candor and cooperation during disciplinary proceeding, and the attorney's performance of a variety of pro bono and community services. In aggravation, the attorney in *Koehler* had received a private reproval 14 years earlier and that he concealed personal funds in his client trust account.

In the present case, the court concludes that the multiple serious aggravating circumstances surrounding respondent's willful violation of rule 4-100(B)(3) warrant the imposition of a suspension longer than minimum three-month suspension provided for in standard 2.2(b). Indeed, substantial discipline is necessary in this proceeding to impress upon

respondent that the manner in which he dealt with his client Guajaca and conducted himself before this court is totally at odds with the professional standards of this state. Respondent's conduct before this court alone warrants significant actual suspension from the practice of law. (*Middleton v. State Bar* (1990) 51 Cal.3d 548, 560; *In the Matter of Dixon* (Review Dept. 1999) 4 Cal. State Bar Ct. Rptr. 23, 44-45.)

On balance, the court concludes that the appropriate level of discipline to recommend is one year's stayed suspension and three years' probation on conditions, including a one-hundred-twenty-day suspension.

Recommended Discipline

This court recommends that respondent **MICHAEL DAVID CROCKETT**, State Bar number 228124, be suspended from the practice of law in the State of California for one year, that execution of the one-year suspension be stayed, and that he be placed on probation for a period of three years subject to the following conditions:

1. Crockett is suspended from the practice of law for the first 120 days of probation.

2. Crockett is to comply with the provisions of the State Bar Act, the Rules of Professional Conduct of the State Bar, and all of the conditions of this probation.

3. Within 30 days after the effective date of the Supreme Court order in this proceeding, Crockett must contact the State Bar's Office of Probation in Los Angeles and schedule a meeting with Crockett's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Crockett must meet with the probation deputy either in-person or by telephone. Thereafter, Crockett must promptly meet with the probation deputy as directed and upon request of the Office of Probation.

4. Crockett is to maintain, with the State Bar's Membership Records Office and Office of Probation, his current office address and telephone number or, if no office is maintained, an address to be used for State Bar purposes (Bus. & Prof. Code, § 6002.1, subd. (a)(1)). In addition, Crockett is to maintain, with the State Bar's Office of Probation, his current home address and telephone number (Bus. & Prof. Code, § 6002.1, subd. (a)(5)). Crockett's home address and telephone number are not to be made available to the general public unless his home address is also his official address on the State Bar's Membership Records. (Bus. & Prof. Code, § 6002.1, subd. (d).) Crockett must notify the Membership Records Office and the Office of Probation of any change in this information no later than 10 days after the change.

5. Crockett is to submit written quarterly reports to the State Bar's Office of Probation no later than January 10, April 10, July 10, and October 10 of each year. Under penalty of perjury under the laws of the State of California, Crockett must state in each report whether he has complied with the State Bar Act, the Rules of Professional Conduct of the State Bar, and all conditions of this probation during the preceding calendar quarter. If the first report will cover less than 30 days, that report must be submitted on the next following quarter date, and cover the extended period.

   In addition to the quarterly reports, Crockett is to submit a final report containing the same information during the last 20 days of his probation.

6. Subject to the assertion of any applicable privilege, Crockett is to fully, promptly, and truthfully answer all inquiries of the State Bar's Office of Probation that are directed to him, whether orally or in writing, relating to whether he is complying or has complied with the conditions of this probation.

7. Within the first year of his probation, Crockett is to attend and satisfactorily complete the State Bar's Ethics School; and to provide satisfactory proof of his successful completion of that program to the State Bar's Office of Probation. The program is offered periodically at either 180 Howard Street, San Francisco, California 94105-1639 or at 1149 South Hill Street, Los Angeles, California 90015-2299. Arrangements to attend the program must be made in advance by calling (213) 765-1287 and by paying the required fee. This condition of probation is separate and apart from Crockett's Minimum Continuing Legal Education ("MCLE") requirements; accordingly, he is ordered not to claim any MCLE credit for attending and completing this program. (Accord, Rules Proc. of State Bar, rule 3201.)

8. Within the first year of his probation, Crockett is to attend and satisfactorily complete the State Bar's Ethics School -- Client Trust Accounting School; and to provide satisfactory proof of completion of that program to the State Bar's Office of Probation. The school is offered periodically both at 180 Howard Street, San Francisco, California 94105-1639 and at 1149 South Hill Street, Los Angeles, California 90015-2299. Arrangements to attend the school must be made in advance by calling (213) 765-1287 and by paying the required fee. This condition of probation is separate and apart from Crockett's MCLE requirements; accordingly, he is ordered not to claim any MCLE credit for attending and completing this school. (Accord, Rules Proc. of State Bar, rule 3201.)

9. This probation will commence on the effective date of the Supreme Court order imposing discipline in this matter. At the expiration of the period of this probation, if Crockett has complied with all the terms of probation, the order of the Supreme Court suspending him from the practice of law for one year will be satisfied and that suspension will be terminated.

Professional Responsibility Examination

The court further recommends that respondent Michael David Crockett be ordered to take and pass the Multistate Professional Responsibility Examination (MPRE) administered by the National Conference of Bar Examiners, MPRE Application Department, P.O. Box 4001, Iowa City, Iowa, 52243, (telephone 319-337-1287) and to provide proof of his passage of that examination to the State Bar's Office of Probation in Los Angeles within one year after the effective date of the Supreme Court's disciplinary order in this matter. Failure to pass the MPRE within the specified time may result, without further hearing, in actual suspension until passage. (*Segretti v. State Bar* (1976) 15 Cal.3d 878, 891, fn. 8; but see Cal. Rules of Court, rule 9.10(b); Rules Proc. of State Bar, rule 321(a)(1)&(3).)

California Rules of Court, Rule 9.20 & Costs

The court further recommends that Michael David Crockett be ordered to comply with California Rules of Court, rule 9.20 and to 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 order in this matter.[9]

Finally, the court recommends that costs be awarded to the State Bar in accordance with Business and Professions Code section 6086.10 and that those costs be enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment.

Dated: July 1, 2011.

RICHARD A. HONN
Judge of the State Bar Court

[9] Crockett is required to file a rule 9.20(c) compliance affidavit even if he has no clients to notify *on the date the Supreme Court files its order in this proceeding*. (*Powers v. State Bar* (1988) 44 Cal.3d 337, 341.) The failure to comply with rule 9.20 almost always results in disbarment in the absence of compelling mitigation.