PUBLIC MATTER

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STATE BAR COURT
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LOS ANGELES

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STATE BAR COURT

HEARING DEPARTMENT – LOS ANGELES

In the Matter of: HOWARD R. LEVINE, No. 105973, A Member of the State Bar	Case Number 09-O-17404 [09-O-19075] NOTICE OF DISCIPLINARY CHARGES

NOTICE - FAILURE TO RESPOND!

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

(1) YOUR DEFAULT WILL BE ENTERED;
(2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU WILL NOT BE PERMITTED TO PRACTICE LAW;
(3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION AND THE DEFAULT IS SET ASIDE, AND;
(4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE. SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE OR VACATE YOUR DEFAULT, THIS COURT

WILL ENTER AN ORDER RECOMMENDING YOUR DISBARMENT WITHOUT FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ., RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

The State Bar of California alleges:

JURISDICTION

1. Howard R. Levine ("respondent") was admitted to the practice of law in the State of California on December 3, 1982, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

GENERAL BACKGROUND

2. From on or about March 11, 1998 to the present respondent maintained a client trust account at City National Bank, Account No. *********, (hereinafter referred to as "respondent's CTA").[1]

COUNT ONE
Case No. 09-O-19075
Rules of Professional Conduct, rule 4-100(B)(1)
[Failure to Notify of Receipt of Client Funds]

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

4. On or about October 7, 2007, Armando Gamboa Avon ("Armando") and his mother, Virginia Gamboa Avon ("Virginia"), hired respondent to represent Armando in a preliminary hearing in a criminal matter. The criminal matter arose from an automobile accident involving Armando.

5. On or about October 7, 2007, Armando signed respondent's written fee agreement as the defendant and Virginia signed the written fee agreement as the "responsible party." Respondent also signed the written fee agreement. Respondent was paid $25,000 in installments by Virginia as a flat fee for his services for Armando through the preliminary hearing. Subsequently, respondent represented Armando at the preliminary hearing.

[1] The account number has been excluded to protect the account from identity theft.

6. On or about May 3, 2008, Armando and Virginia hired respondent to complete Armando's criminal matter. On or about May 3, 2008, Virginia signed respondent's May 3, 2008 written fee agreement as the "responsible party." The May 3, 2008 written fee agreement was signed by Armando, Virginia, and respondent. It provided that respondent was to receive $15,000 as an advanced fee and the "balance in semi monthly payments" as attorney fees. The fee agreement did not list any hourly rate or other method for determining these semi monthly payments or what the total fee would be. In total, respondent was paid over $40,000 by Virginia to represent Armando.

7. Subsequently, respondent agreed to assist Virginia in facilitating her insurance coverage due to the automobile accident Armando was involved in. On or about September 23, 2008, respondent received a check for $39,443.18 from Granite State Insurance Company for Virginia.

8. Subsequently, respondent failed to inform Virginia or Armando that he had received the $39,443.18 check for Virginia. On or about September 26, 2008, respondent signed Virginia's name to the check and deposited the $39,443.18 into respondent's CTA.

9. In or about April 2009, about nine months after respondent received the $39,443.18 for Virginia, Virginia learned from her insurance company that respondent had received the $39,443.18 check on her behalf. Respondent failed to promptly notify Virginia of the receipt of funds belonging to her.

10. By failing to notify Virginia of the receipt of the $39,443.18 check for over nine months, respondent failed to notify a client promptly of the receipt of the client's funds, securities, or other properties.

COUNT TWO
Case No. 09-O-19075
Business and Professions Code, section 6106
[Moral Turpitude]

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

12. The allegations of paragraph 2 and Count One are incorporated by reference.

13. On or about September 26, 2008, respondent signed Virginia's name to the $39,443.18 check from Granite State Insurance without her knowledge or consent and deposited the funds into respondent's CTA without Virginia or Armando's consent or knowledge.

14. By signing Virginia name to the check from Granite State Insurance without Virginia's knowledge or consent, respondent committed an act involving moral turpitude, dishonesty or corruption.

COUNT THREE
Case No. 09-O-19075
Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

15. Respondent willfully violated Rules of Professional Conduct, rule 4-100(A), by failing 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" or words of similar import, as follows:

16. The allegations of paragraph 2 and Counts One and Two are incorporated by reference.

17. Between on or about September 26, 2008 and on or about July 8 2009, respondent did not release or distribute any of the $39,443.18 he received for Virginia. Respondent was required to maintain the $39,443.18 in respondent's CTA during that time.

18. Subsequent to on or about September 26, 2008, respondent failed to maintain the funds belonging to Virginia in his CTA and misappropriated at least $36,638.56 of the funds he was required to maintain in his CTA for Virginia.

19. Between on or about September 26, 2008 and July 8, 2009, the balance in respondent's CTA fell below the $39,443.18 on repeated dates, including but not limited to, the following:

DATE	CTA BALANCE
October 9, 2008	$31,668.14
October 15, 2008	$23,334.81
October 16, 2008	$21,634.81

DATE	CTA BALANCE
October 20, 2008	$17,605.03
October 21, 2008	$16,671.70
October 22, 2008	$11,461.70
November 28, 2008	$10,748.43
May 5, 2009	$ 3,804.62
May 6, 2009	$ 2,804.62

20. 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" or words of similar import.

21. On or about July 1, 2009, respondent sent Nissan-Infiniti LT a check from his CTA for $19,247 on behalf of Virginia in satisfaction of a debt Virginia owed. After July 1, 2009, respondent should have maintained in his CTA at least $20,196.18 belonging to Virginia. Subsequent to on or about July 1, 2009, respondent failed to maintain in his CTA the funds belonging to Virginia.

22. Between on or about July 1, 2009 and on or about August 11, 2009, the balance in respondent's CTA fell below the $20,196 he should have maintained in his CTA for Virginia on repeated dates, including but not limited to, the following:

DATE	CTA BALANCE
July 20, 2009	$17,393.36
July 22, 2009	$17,253.36
July 23, 2009	$16,292.71
July 24, 2009	$15,492.71
July 27, 2009	$11,792.72
July 28, 2009	$ 9,592.72
August 5, 2009	$ 3,718.40
August 7, 2009	$ 2,118.40

DATE	CTA BALANCE
August 10, 2009	$1,818.40
August 11, 2009	$ 408.40

23. By not maintaining in respondent's CTA at least $39,443 for Virginia from on or about September 26, 2008 through on or about July 8, 2009 and by not maintaining at least $20,196 after July 8, 2009 of funds belonging to Virginia, respondent wilfully failed to maintain client funds in a trust account.

24. By failing to maintain Virginia's funds in respondent CTA, 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" or words of similar import.

COUNT FOUR
Case No. 09-O-19075
Rules of Professional Conduct, rule 4-100(B)(4)
[Failure to Pay Client Funds Promptly]

25. Respondent willfully violated Rules of Professional Conduct, rule 4-100(B)(4), by failing to pay promptly, as requested by a client, any funds in respondent's possession which the client is entitled to receive in respondent's possession which the client is entitled to receive, as follows:

26. The allegations of paragraph 2 and Counts One through Three are incorporated by reference.

27. In or about early October 2009, Virginia requested that the rest of her funds, totaling $20,196.18, be provided to her. Subsequently, respondent failed to pay any portion of those funds to her, despite her request, even though she was entitled to those funds.

28. By failing to deliver to Virginia any portion of the fees belonging to her which were in respondent's possession, despite Virginia's request for those funds, respondent, failed to pay promptly, as requested by a client, any funds in respondent's possession which the client is entitled to receive.

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COUNT FIVE
Case No. 09-O-19075
Business and Professions Code, section 6106
[Moral Turpitude]

29. Respondent willfully violated Business and Professions Code, section 6106, by committing an act or acts involving moral turpitude, dishonesty or corruption, as follows:

30. The allegations of paragraph 2 and Counts One through Four are incorporated by reference.

31. Respondent misappropriated at least $36,638.56 of Virginia's funds. Respondent has still not released the $20,196.18 still belonging to Virginia that respondent misappropriated.

32. By misappropriating at least $36,638.56 of Virginia's funds and by failing to deliver any of the funds still belonging to her, respondent committed an act or acts involving moral turpitude, dishonesty or corruption.

COUNT SIX
Case No. 09-O-19075
Rules of Professional Conduct, rule 4-200(A)
[Unconscionable Fee]

33. Respondent willfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an unconscionable fee, as follows:

34. The allegations of paragraph 2 and Counts One through Five are incorporated by reference.

35. On or about October 28, 2009, respondent billed Virginia for legal fees, claiming additional attorney fees of $28,709.67. Respondent had already received over $40,000 from Virginia as legal fees. In his October 28, 2009 bill, respondent charged Virginia for additional work on Armando's case at $400 an hour even though Virginia and Armando never agreed to a $400 an hour charge and even though respondent had not provided them with a rate basis for the fee. Further, none of his written agreements authorized such a fee. The clients never consented to such a charge and the charges included services paid for by respondent's flat fee for the preliminary hearing and the subsequent payments made.

36. In his October 28, 2009 bill, respondent also charged Virginia and Armando for

respondent's efforts in assisting in the obtaining of the insurance funds without a proper fee agreement and without the client's consent to be charged $400 an hour for such services. Further, respondent is not entitled to any fees for obtaining the insurance funds since he misappropriated those funds.

37. By charging and collecting additional fees of $28,709.67 without the client's consent, respondent entered into an agreement for, charging, or collecting an unconscionable fee.

COUNT SEVEN
Case No. 09-O-19075
Business and Professions Code, section 6106
[Moral Turpitude]

38. Respondent willfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

39. The allegations of paragraph 2 and Counts One through Six are incorporated by reference.

40. Respondent's fees were an appropriation of the client's funds disguised as fees.

41. By charging an unconscionable fee to Armando and Virginia, respondent committed an act involving moral turpitude, dishonesty or corruption.

COUNT EIGHT
Case No. 09-O-19075
Rules of Professional Conduct, rule 3-310(F)
[Accepting Fees From A Non-Client]

42. Respondent willfully violated Rules of Professional Conduct, rule 3-310(F), by accepting compensation for representing a client from one other than the client without complying with the requirement(s) that **[1]** there was no interference with respondent's independence of professional judgment or with the client-lawyer relationship; and **[2]** information relating to representation of the client was protected as required by Business and Professions Code section 6068(e); and **[3]** respondent obtained the client's informed written consent, as follows:

43. The allegations of paragraph 2 and Counts One through Seven are incorporated by reference.

44. Respondent accepted and received fees from Virginia to represent Armando without obtaining Armando's informed written consent.

45. By accepting compensation for representing Armando from Virginia in Armando's criminal case without complying with the requirement(s) that **[1]** there was no interference with respondent's independence of professional judgment or with the client-lawyer relationship; and **[2]** information relating to representation of the client was protected as required by Business and Professions Code section 6068(e); and **[3]** respondent obtained the client's informed written consent, respondent accepted compensation for representing a client from one other than the client without complying with the requirement(s) that **[1]** there was no interference with respondent's independence of professional judgment or with the client-lawyer relationship; and **[2]** information relating to representation of the client was protected as required by Business and Professions Code section 6068(e); and **[3]** respondent obtained the client's informed written consent.

COUNT NINE
Case No. 09-O-17404
Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

46. Respondent willfully violated Rules of Professional Conduct, rule 4-100(A), by failing 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" or words of similar import, as follows:

47. The allegations of paragraph 2 and Counts One through Eight are incorporated by reference.

48. On or about March 25, 2009, respondent was hired by Jose Gonzalez (hereinafter "Jose") to represent Jose in a criminal matter. Respondent was paid $5,000 as a flat fee for his services. When Jose was arrested, the police seized $25,690 in Jose's possession.

49. On or about May 27, 2009, Jose, with respondent present, withdrew his previous plea of not guilty and pled nolo contendere to a charge of violating Penal Code section 597j. The court accepted Jose's plea, sentenced Jose, and imposed fines and penalties on Jose, totaling

$20,215. By stipulation, the court also ordered that the $25,690 seized by the police be released to respondent, that respondent pay from those funds the $20,215 fine and penalties imposed by the court on Jose and that the balance of $5,475 be returned by respondent to Jose. Respondent was aware of this order and present when the order was issued by the court.

50. On or about June 18, 2009, respondent received from the Los Angeles Police Department a check for $25,690 from its Unclaimed Monies Seized Trust Account for Mr. Gonzalez. This was pursuant to the court's May 27, 2009 order. On or about June 22, 2009, respondent deposited the $25,690 into respondent's CTA. Between June 18, 2009 and October 15, 2009, respondent did not release or distribute any of the $25,690 to either Jose or on his behalf, including the funds to pay the fines and penalties ordered by the court. During this time, respondent was required to maintain the $25,690 in his CTA. He was also required to maintain $20,196.18 still belonging to Virginia in respondent's CTA, for a total of at least $45,886.18 that should have been maintained in respondent's CTA.

51. Subsequent to on or about June 22, 2009, respondent failed to maintain the funds in his CTA belonging to Jose and misappropriated at least $25,690 of those funds.

52. Between on or about June 22, 2009 and on or about August 11, 2009, the balance in respondent's CTA fell below the $25,690 respondent was required to maintain in his CTA on behalf of Jose on repeated dates, including but not limited to, the following:

DATE	CTA BALANCE
July 20, 2009	$17,393.36
July 22, 2009	$17,253.36
July 23, 2009	$16,292.71
July 24, 2009	$15,492.71
July 27, 2009	$11,792.72
July 28, 2009	$ 9,592.72
August 5, 2009	$ 3,718.40
August 7, 2009	$ 2,118.40

DATE	CTA BALANCE
August 10, 2009	$1,818.40
August 11, 2009	$ 408.40

53. By on or about August 11, 2009, respondent failed to maintain at least $25,690 received for the benefit of his client, Jose, and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import.

54. By not maintaining at least $25,690 received on behalf of Jose pursuant to the May 27, 2009 court order in respondent's CTA, respondent wilfully failed to maintain client funds in a trust account.

COUNT TEN
Case No. 09-O-17404
Business and Professions Code, section 6106
[Moral Turpitude]

55. Respondent willfully violated Business and Professions Code, section 6106, by committing an act or acts involving moral turpitude, dishonesty or corruption, as follows:

56. The allegations of paragraph 2 and Count Nine are incorporated by reference.

57. On October 18, 2009, respondent sent Jose a letter misrepresenting that he had paid the $20,215 fine ordered by the court. In that letter, he wrote in relevant part:

> "We received the amount of $25,690 on your behalf from the LAPD. After the payment of your fine amount in the sum of $20,215, there is a balance of $5,475. I enclose my invoice for legal services rendered in the amount of $1,728.00."

58. In truth and in fact, respondent had not at that time paid any portion of the $20,215 fine. He would not do so until on or about December 14, 2009.

59. In the October 18, 2009 letter, respondent failed to disclose to Jose that he had not yet paid the $20,215 fine and that he misappropriated the funds.

60. By misrepresenting to Jose in October 2009 that he had paid the $20,219 fine, by failing to disclose that the fine had not been paid, and by failing to disclose that he had misappropriated the funds, respondent committed an act or acts involving moral turpitude, dishonesty or corruption.

COUNT ELEVEN
Case No. 09-O-17404
Business and Professions Code, section 6103
[Failure to Obey a Court Order]

61. Respondent willfully violated Business and Professions Code, section 6103, by wilfully disobeying or violating an order of the court requiring him to do or forbear an act connected with or in the course of respondent's profession which he ought in good faith to do or forbear, as follows:

62. The allegations of paragraph 2 and Counts Nine and Ten are incorporated by reference.

63. Respondent failed for almost six months to obey the court's May 27, 2009 order that he pay the $20,215 in fines and penalties on behalf of Jose. He also failed to obey the court's order by failing to pay the $5,475 to Jose for almost four months and when he did pay him by failing to pay the full $5,475, unilaterally taking $1,728 of the $5,475 for himself.

64. By failing to pay Jose's $20,215 fine for almost six months and by failing to pay the $5,475 to Jose for almost four months and, when he did pay Jose, failing to pay the full $5,475, unilaterally taking $1,728 for himself, respondent willfully disobeyed or violated an order of the court requiring him to do or forbear an act connected with or in the course of respondent's profession which he ought in good faith to do or forbear.

COUNT TWELVE
Case No. 09-O-17404
Business and Professions Code, section 6106
[Moral Turpitude]

65. Respondent willfully violated Business and Professions Code, section 6106, by committing an act or acts involving moral turpitude, dishonesty or corruption, as follows:

66. The allegations of paragraph 2 and Counts One through Eleven are incorporated by reference.

67. By unilaterally taking an additional $1,728 in October 2009 from the entrusted funds without the client's or court's approval that he could take the $1,728 from the entrusted funds, respondent failed to reimburse the client $1,728 of the misappropriated funds.

Respondent has still not reimbursed the client for this $1,728. Respondent misappropriated at least $25,690 of Jose's funds. In total, he misappropriated $62,328.56 from Jose and Virginia.

68. By misappropriating at least $25,690 of Jose's funds, respondent committed an act or acts involving moral turpitude, dishonesty or corruption.

COUNT THIRTEEN
Case No. 09-O-17404
Rules of Professional Conduct, rule 4-200(A)
[Unconscionable Fee]

69. Respondent willfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an unconscionable fee, as follows:

70. The allegations of paragraph 2 and Count One through Twelve are incorporated by reference.

71. Respondent's March 25, 2009, written fee agreement with Jose did not contain any hourly fee rates. It was an agreement for a flat fee of $5,000 for respondent's services in representing Jose in his criminal matter. Respondent was paid the $5,000 as a flat fee for his services.

72. On October 18, 2009, respondent sent Jose a letter informing Jose that after deducting for the $20,215 fine (which respondent failed to disclose had not yet been paid), there was remaining a balance of $5,475 belonging to Jose. Respondent then informed Jose that respondent was deducting from that $5,475 as alleged additional fees $1,728 and then enclosed a check for $3,747 to the client. He also enclosed an invoice for $1,728.00. Respondent charged and collect from Jose $1,720 as legal fees and $8 as parking costs.

73. In his invoice, respondent charged Jose 4.3 hours at $400 an hour to make two trips to obtain the LAPD's check that had been stipulated to and ordered released to respondent by the court on May 27, 2009. Respondent charged two identical and duplicative trips to collect the $25,690 the court ordered released to him in the criminal matter even though he was not entitled to charge for traveling to collect funds already ordered released to him. Further, respondent charged for obtaining funds that he misappropriated.

74. Specifically, respondent's invoice charged Mr. Gonzalez the following:

DATE	DESCRIPTION	TIME	RATE	AMOUNT
6-9-09	Travel to and from LA to obtain seized property	2	400	$800
6-22-09	Travel to and from LA to obtain seized property	2.3	400	$920

75. These trips were unnecessary, duplicative, and did not involve legal services. The services did not justifying charging lawyer fees and not $400 an hour merely to pick up a check. Jose had not agreed or consented to these additional fees or to being charged $400 an hour for anything, let alone for picking up a check already ordered released to respondent. Further, these services were part of respondent's representation in the criminal matter and had been ordered as part of that criminal matter. They were already covered by the $5,000 flat fee agreed to in the May 26, 2009 fee agreement. Respondent's charges were not reasonable, not fair, and unconscionable.

76. Charging and taking $1,720 for traveling to pick up a check is not in proportion to the value of the services performed. There was no basis for charging the client twice for the same service. Moreover, respondent misappropriated these funds for his own use and benefit.

77. Respondent was sophisticated and the client was not. There was no novelty and difficulty or skill required to perform in respondent's traveling to pick up the check. There was no likelihood that the picking up of the check precluded respondent from other employment. The amount involved and the results (picking up the check) do not justify a $1,720 fee. There were no significant time limits imposed by the client or the circumstances. The nature and length of the representation do not justify the fee. The nature and length of time of the attorney-client relationship do not justify the fee. The experience, reputation, and ability of respondent do not justify the fee charged and collected. The fee was not a contingent fee, but a flat fee. The time and labor required do not justify the fee.

78. The fee charged and collected was shocking. The fee charged and collected was not reasonable, fair, consented to, and was unconscionable.

79. By charging and collecting $1,720 as additional legal fees, especially when the respondent did not have the client's consent and the fees are not in proportion to the services

rendered, respondent entered into an agreement for, charged, or collected an unconscionable fee.

COUNT FOURTEEN
Case No. 09-O-17404
Business and Professions Code, section 6106
[Moral Turpitude]

80. Respondent willfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

81. The allegations of paragraph 2 and Count One through Thirteen are incorporated by reference.

82. Respondent's charging and collecting an unconscionable fee, especially without the client's consent, amounted to the appropriation of a client's funds under the guise of charging a fee.

83. By appropriating a client's funds under the guise of charging a fee and doing so without the client's consent respondent committed an act involving moral turpitude, dishonesty or corruption.

NOTICE - INACTIVE ENROLLMENT!

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

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: February 16, 2011

By: Allen Blumenthal

Allen Blumenthal
Supervising Trial Counsel

DECLARATION OF SERVICE BY CERTIFIED MAIL

CASE NUMBERS: 09-O-17404 [09-O-19075]

I, the undersigned, over the age of eighteen (18) years, whose business address and place of employment is the State Bar of California, 180 Howard Street, San Francisco, California 94105, declare that I am not a party to the within action; that 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; that 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; that I am aware that on motion of 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; and that 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 San Francisco, on the date shown below, a true copy of the within

NOTICE OF DISCIPLINARY CHARGES

in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article Number 7160 3901 9848 6630 3851, at San Francisco, on the date shown below, addressed to:

Arthur L. Margolis
2000 Riverside Drive
Los Angeles, CA 90039

and *courtesy copies* in a sealed envelope placed for collection and mailing at San Francisco, on the date shown below, addressed to:

Arthur L. Margolis
2000 Riverside Drive
Los Angeles, CA 90039

in an inter-office mail facility regularly maintained by the State Bar of California addressed to:

N/A

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

Dated: February 18, 2011 Signed: Carmen Arevalo

Carmen Arevalo, Declarant