

PUBLIC MATTER

1 STATE BAR OF CALIFORNIA  
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FILED  
MAY - 4 2011  
STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

8 STATE BAR COURT

9 HEARING DEPARTMENT - LOS ANGELES

10  
11 In the Matter of: ) Case No. 09-O-18677  
12 WARREN J. SOLOSKI, )  
No. 42385, ) NOTICE OF DISCIPLINARY CHARGES  
13 )  
14 A Member of the State Bar )

15 **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**  
**THE STATE BAR COURT TRIAL:**

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

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1 The State Bar of California alleges:

2 JURISDICTION

3 1. Warren J. Soloski ("Respondent") was admitted to the practice of law in the State of  
4 California on June 19, 1968, was a member at all times pertinent to these charges, and is  
5 currently a member of the State Bar of California.

6 COUNT ONE

7 Case No. 09-O-18677  
8 Rules of Professional Conduct, rule 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

9 2. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by  
10 failing to render appropriate accounts to a client regarding all funds coming into Respondent's  
11 possession, as follows:

12 3. At all relevant times herein, Respondent maintained a client trust account no.  
13 xxxxxxxx7192 at Union Bank ("CTA")<sup>1</sup>

14 4. In or about April 2008, Respondent was hired by Microresearch Corporation (MCEA)  
15 to conduct both escrow and legal services pertaining to all state and federal securities and related  
16 corporate transaction matters in connection with preparing a Regulation S agreement and  
17 possibly a prospective merger of MCEA with and into a publicly traded entity. Although it was  
18 contemplated that Respondent would provide some legal services, Respondent's principal duty  
19 was to receive wired amounts of money paid by prospective investors in MCEA and to forward  
20 the money to MCEA's account once the investor signed his or her subscription agreement. The  
21 escrow funds were to be passed through Respondent's CTA. Pursuant to the written retainer  
22 agreement between Respondent and MCEA executed on or about April 28, 2008, MCEA agreed  
23 to provide Respondent with an advanced retainer in the amount of \$5,000 for the legal services  
24 and Respondent was to charge \$400.00 per hour against the retainer for his services and \$100 per  
25 hour for paralegal services. MCEA also agreed to pay Respondent, "a fee equal to 2.5% of the  
26 money raised through the Offshore Securities Subscription Act."

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28 <sup>1</sup> The State Bar only lists the last four digits of the CTA number since this is a publicly filed pleading.

1           5. In or about September 2008, MCEA hired a new President, Jennifer Rapacki  
2 (Rapacki), to succeed former President, Joseph Cordi (Cordi). Rapacki hired Karen Clark  
3 (Clark) to track MCEA funds received by Respondent. Clark created a more detailed tracking  
4 spreadsheet based upon an earlier accounting provided by Cordi, and based upon copies of wire  
5 transfer activity sheets provided to MCEA by Soloski.

6           6. On or about September 25, 2008, Clark faxed Respondent a request for the balance of  
7 funds Respondent was holding for MCEA at that time in order to check her analysis.  
8 Respondent received the fax.

9           7. On or about October 12, 2008, when Respondent had still not responded to her  
10 September 25, 2008 fax, Clark mailed a copy of her spreadsheet to Respondent with a written  
11 request that Respondent confirm MCEA's balance and determine how much in escrow fees  
12 Respondent had withdrawn to date. Respondent received the spreadsheet and written request for  
13 the balance of funds being held for MCEA and the amount of escrow funds Respondent had  
14 withdrawn.

15           8. On or about October 21, 2008, Respondent sent Clark a fax, which stated:

16           "Amount due per your sheets \$63,518.63

17           "Less Amount taken (\$30,697.10)

18           "Balance Due \$32,821.53"

19           9. Respondent did not provide Clark, Rapacki or MCEA with a statement as to the  
20 balance of funds he was actually holding in trust for MCEA at that time.

21           10. On or about November 7, 2008, after receiving and reviewing Respondent's hourly  
22 billing statements from April 2008 through October 2008, Rapacki mailed Respondent a letter,  
23 which he received. In her letter, Rapacki told Respondent that she believed the billing statements  
24 appeared to be outside of the scope of services Respondent was to perform according to the April  
25 28, 2008 fee agreement, as the services were for matters in connection with preparing a  
26 Regulation S agreement and possibly a prospective merger of MCEA with and into a publicly  
27 traded entity. In her letter, Rapacki acknowledged that the April 28, 2008 fee agreement also  
28 entitled Respondent to 2.5% of the money raised through the Offshore Securities Subscription

1 Act. However, Rapacki questioned Respondent's monthly hourly fees stating that they appeared  
2 to be related to Respondent's administration of the trust and not the agreed to services of the  
3 agreement. Rapacki's letter also stated that MCEA does not approve any payment of these fees  
4 from April through October 2008. Rapacki's letter also stated that, due to the disagreement,  
5 MCEA does not authorize Respondent to withdraw any MCEA funds to pay his monthly  
6 invoices. Rapacki asked Respondent to send her any additional agreement, if it existed, where  
7 Cordi agreed MCEA would pay these additional hourly fees. Rapacki's letter also demanded  
8 that Respondent provide a full accounting of all MCEA transactions, received and withdrawn,  
9 from his client trust account, along with an accounting of all fees Respondent had withdrawn,  
10 together with the dates, amounts and supporting documentation. In her letter, Rapacki demanded  
11 Respondent provide the accounting by November 14, 2008.

12 11. Sometime between in or about November 7, 2008 and in or about November 13,  
13 2008, Respondent and Rapacki had a telephone conversation. Respondent asked Rapacki to  
14 highlight which statement items MCEA would allow. On or about November 13, 2008, Rapacki  
15 faxed a letter to Respondent enclosing a copy of the April 28, 2008 retainer agreement and the  
16 statement items MCEA would agree were within the scope of the retainer agreement.  
17 Respondent received the November 13, 2008 fax.

18 12. On or about November 20, 2008, Respondent faxed to Rapacki a two-page hand  
19 written document purporting to show his accounting for the 2.5% escrow fees and a balance due  
20 to Respondent in the amount of \$6,405.25. The hand written fax was largely illegible and did  
21 not adequately describe the date and nature of each transaction. The fax did not constitute a  
22 complete accounting of all of MCEA's funds received, nor did it indicate the total amount of  
23 funds Respondent was currently holding in his trust account on behalf of MCEA.

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1           13. After Rapacki received the November 20, 2008 fax, she called Respondent and told  
2 him she could not understand his hand written notations. Respondent explained his notes and  
3 Rapacki authorized him to keep an additional \$1,600 for in-scope hourly fees. Respondent  
4 agreed with Rapacki that he was not entitled to additional fees for work related to escrow  
5 services as those services were already included in the 2.5% escrow fees to which Respondent  
6 was entitled.

7           14. On or about November 25, 2008, Rapacki faxed a letter to Respondent, which he  
8 received. In the letter, Rapacki summarized the accounting of the CTA per MCEA's spreadsheet  
9 and authorizing Respondent to withdraw \$8,517.59 to bring his escrow fees current to date.

10           15. On or about March 12, 2009, Respondent sent Rapacki a letter raising the issue of his  
11 fees again. In the letter, Respondent stated, among other things:

12                   When I was contacted by Mr. Cordi, I was offered \$400.00 per  
13 hour and the 2.5% of funds placed in my client trust account. As  
14 Mr. Cordi represented to me that it was his enterprise I accepted.  
15 He never informed me that you were his boss and controlled the  
16 transaction. Sometimes with each instruction my compensation  
17 was spelled out. However, many times like 3/10/09 the fee was  
18 omitted from the paperwork I received from Karen [Clark].  
19 Further I was required to accept a \$15.00 reduction on each wire I  
20 received. Why? The attached was faxed to Karen [Clark] as were  
21 all incoming wire notices I received. Per Joseph [Cordi], I was  
22 informed to expect \$10,000,000.00 in wires a year. Because of the  
23 economy I don't expect this. I do expect to be treated fairly.

24                   As you are aware my statements required an objection within thirty  
25 (30) days of being rendered. The first objection was to the October  
26 2008 statement. Given the above and the \$15.00 per wire received  
27 deduction you required I am owed in excess of \$10,000.00.

28           16. On or about March 16, 2009, Rapacki sent Respondent a letter responding to his  
29 March 12, 2009 letter. Respondent received the March 16, 2009 letter. In the letter, Rapacki  
30 stated that she and Respondent has already discussed the April 28, 2008 retainer agreement in  
31 November 2008 and agreed that Respondent would receive \$400 per hour totaling \$1,600 for his  
32 legal work. In the letter, Rapacki also stated that Respondent was to receive 2.5% of the net  
33 deposit as his escrow fees, and therefore, the \$15.00 wire fees were to be removed before  
34 Respondent was to take his escrow fees. (The retainer agreement did not expressly state whether  
35 Respondent's escrow fees were to be based upon the net amount or the gross amount of the wire

1 transfers. With respect to the escrow fees, the retainer agreement, which Respondent drafted,  
2 stated Respondent was to receive, "a fee equal to 2.5% of the money raised through the Offshore  
3 Securities Subscription Act.") In her March 16, 2009 letter, Rapacki also stated as follows:

4 To date, based on our records of the trust account, you have earned  
5 a total of \$72,922.28 in trust account fees since April 2008. This  
6 plus the \$1,600 mentioned above are the fees you are entitled to  
based on the contracts you signed.

7 You have expressed your desire not to continue as our trust  
8 attorney. To conclude this relationship we will need an audit of  
9 the Microresearch activity in the trust account. Since you are not  
10 following the State Bar of California, Rule 4-100, standards (sic)  
11 of keeping a journal or ledger of activity in the trust account, we  
12 are willing to do the work or reconciling the account if you provide  
the Union Bank statements from April 2008 to present. I spoke  
with Anna Garcia of Union Bank last Friday, March 15th. She  
said if you sign the authorization letter on page 3 and then either  
fax or drop off the letter, then I would be allowed to pick up the  
statements at the bank and you wouldn't have to deal with this  
matter of obtaining bank records any further.

13 17. Rapcki's March 16, 2009 letter demanded Respondent wire \$139,000.00, (which by  
14 Rapacki's calculations was the amount Respondent should have been holding in trust for MCEA)  
15 to the trust account of MCEA's new attorney, Michael Krome.

16 18. On or about March 16, 2009, Respondent faxed a letter to Rapcki stating:

17 Your demand for a wire of \$139,000.00 from my trust is improper.  
18 What is the basis of this demand. (sic) The fees due your entity are  
19 \$81,170.20. We have no basis for your demand. Given proper  
instructions we will wire Mr. Krome the above amount less wire  
feed of \$28.00.

20 19. On or about March 16, 2009, Rapacki sent Respondent another letter, which  
21 Respondent received. In the letter, Rapacki states the basis for the \$139,000.00 wire transfer  
22 request is the balance of the MCEA funds MCEA has been tracking in Respondent's trust  
23 account. Rapacki again requested to audit Respondent's client trust account to determine the  
24 correct balance due to MCEA. Rapacki again stated that Respondent had not indicated in his last  
25 letter whether he wanted MCEA to do the auditing work. Rapacki told Respondent MCEA was  
26 exercising its right to reconcile its records with the actual bank statements from April 1, 2008  
27 through March 16, 2009.

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1           20. On or about March 19, 2009, pursuant to Rapacki's direction, attorney Matthew Maza  
2 (Maza) sent a demand letter to Respondent, setting forth MCEA's position that there should be  
3 \$134,927.03 in Respondent's client trust account for the benefit of MCEA and indicating that  
4 there appeared to be a dispute as to how much money remains in the trust account for MCEA and  
5 how much Respondent was owed for fees for services. In his letter, Maza requested access to  
6 Respondent's trust account bank statements to do an audit. Respondent received Maza's March  
7 19, 2009 letter.

8           21. On or about March 26, 2009, Respondent and Maza spoke on the telephone and  
9 Respondent agreed to provide MCEA with an accounting based upon his bank statements.  
10 Rapacki also spoke to Respondent and Respondent agreed to provide MCEA with access to the  
11 bank statements for his client trust account.

12           22. On or about April 8, 2009, while she was analyzing Respondent's bank statements,  
13 Rapacki faxed Respondent a letter requesting \$70,000.00 of the funds Respondent represented  
14 were still being held for MCEA be disbursed immediately to MCEA, pending resolution of audit.

15           23. Respondent wire transferred the \$70,000.00 as requested by Rapacki.

16           24. On or about May 7, 2009, pursuant to Rapacki's direction after she had completed the  
17 audit by matching MCEA's records against the bank statements and wire transfer records, Maza  
18 sent a letter to Respondent, which Respondent received. Maza and Rapacki claimed that, based  
19 upon analysis of the escrow account records, they believed Respondent still owed MCEA  
20 \$73,452.67.

21           25. On or about June 2, 2009, Maza sent Respondent another letter, which Respondent  
22 received. Maza requested Respondent confirm the balance of MCEA funds in his trusted  
23 account and demanded Respondent immediately wire out \$70,000.00 of MCEA's funds.

24           26. On or about June 3, 2009, Respondent sent Maza a copy of a letter bearing the date  
25 May 15, 2009, which he claimed he had previously sent to Maza on May 15, 2009. Maza had not  
26 received the letter until June 3, 2009. In the letter bearing the date of May 15, 2009, Respondent  
27 claimed MCEA's records were not complete because they did not include the following five wire  
28 transfers totaling \$47,210.00 or the \$140.00 in wire transfer fees:

<u>Date</u>	<u>Payee</u>	<u>Amount</u>
8/4/08	Matrix Management, Inc.	\$29,000.00
8/19/08	Matrix Management, Inc.	\$4,970.00
10/6/08	The Good One, Inc.	\$2,150.00
10/7/08	The Good One, Inc.	\$2,150.00
12/9/08	Signature Devices, Inc.	\$8,800.00

27. On or about June 3, 2009, Rapacki sent Respondent a letter, which Respondent received. In the letter, Rapacki responded to the May 15, 2009 letter. Rapacki credited Respondent with the 10/6/08 and 10/7/07 wire transfers to The Good One, Inc. for \$2,150.00 each noting that it was erroneously listed on MCEA's spreadsheet as "10/3 L&R Marketing," and they were being added to MCEA's spreadsheet. Rapacki also indicated MCEA was continuing to review its records to check to see if the Matrix Management, Inc. and Signature Devices, Inc. outgoing wire transfers were MCEA transactions. Rapacki requested that Respondent wire transfer \$25,000.00 of MCEA's funds to MCEA in the interim.

28. Respondent did not provide the \$25,000 as requested.

29. On or about June 8, 2009, Rapacki sent Respondent a letter, which Respondent received, demanding that Respondent wire transfer \$11,000 of the remaining funds to MCEA. Rapacki explained that since Respondent represented on March 16, 2009 that he had a balance of \$81,170.20 in his trust account on behalf of MCEA, and taking into account Respondent's previous wire transfer of \$70,000 to MCEA, that MCEA should be able to provide the \$11,000.00

30. On or about June 8, 2009, Respondent sent Rapacki a letter stating that he had sent MCEA a check for \$9,500.00 the previous day.

31. On or about June 22, 2009, Rapacki sent a letter to Respondent, which Respondent received. In the letter, Rapacki stated that, based upon her review of MCEA records, the wire transfers to Matrix Management and Signature Devices were not related to MCEA. Rapacki claimed there was still a large discrepancy between Respondent's accounting method and MCEA's spreadsheet. Rapacki again requested that Respondent fax to MCEA the amount he has

1 determined should be in his escrow account for MCEA. Respondent did not respond to the  
2 letter.

3 32. On or about August 24, 2009, Rapacki faxed Respondent a letter, which Respondent  
4 received. In her letter, Rapacki requested the balance due to MCEA from Respondent's trust  
5 account. Respondent faxed a letter back to Rapacki the same day stating that there was no  
6 balance due to MCEA and insisting that the five wire transfers totaling \$47,210.00 were paid out  
7 per MCEA's instructions. Respondent was unable to provide any documentation showing the  
8 wire transfers were made pursuant to MCEA's instructions.

9 33. On or about August 25, 2009, Rapacki faxed Respondent another letter, which  
10 Respondent received. In her letter, Rapacki stated that due to the large discrepancy between  
11 MCEA and Respondent as to the balance due MCEA from the client trust account, she was  
12 requesting a detailed accounting. Respondent did not respond to the letter. At no time has  
13 Respondent provided MCEA with a client ledger showing all of the funds received and disbursed  
14 on behalf of MCEA.

15 34. To date, MCEA claims that they are owed \$63,380.80 and Respondent claims MCEA  
16 has received their full amount of funds. Respondent has failed to maintain accurate accounting  
17 records, including but not limited to a client ledger for MCEA, and a written account journal for  
18 his CTA.

19 35. By failing to maintain proper accounting records and failing to render appropriate  
20 accounts to MCEA, Respondent willfully violated Rule 4-100(B)(3) of Rules of Professional  
21 Conduct.

22 COUNT TWO

23 Case No. 09-O-18677  
24 Rules of Professional Conduct, rule 4-100(A)  
[Commingling Personal Funds in Client Trust Account]

25 36. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(A), by  
26 depositing or commingling funds belonging to Respondent in a bank account labelled "Trust  
27 Account," "Client's Funds Account" or words of similar import, as follows:

28 37. The allegations of Count One are incorporated by reference.

1 38. MCEA filed a State Bar complaint against Respondent. As a result of that State Bar  
 2 complaint, the State Bar audited Respondent's CTA. The audit of Respondent's client trust  
 3 account revealed that between the period from in or about April 2008 through in or about May  
 4 2009, Respondent deposited and maintained personal funds including earned fees in his CTA and  
 5 Respondent issued multiple checks, and/or made electronic withdrawals, from his CTA for  
 6 personal purposes including, but not limited to, the following:

<b>Date</b>	<b>Amount</b>	<b>Payee</b>	<b>Type</b>
4/7/08	\$2,912.72	CALIC	Check No. 1295
4/11/08	\$4,400.00	WAMU	Check No. 1296
5/10/08	\$4,339.17	WAMU	Check No. 1301
5/14/08	\$98.00	DMV	Check No. 1302
5/16/08	\$264.74	State Farm	Check No. 1297
6/23/08	\$6,000.00	John Carroll	Check No. 1314
7/7/08	\$11,611.37	LA County Tax Collector	Check No. 1325
7/14/08	\$500.00	Wells Fargo Card Services	Check No. 1326
7/18/08	\$323.67	WAMU	Check No. 1324
8/15/08	\$600.00	Wells Fargo Card Services	Check No. 1334
8/22/08	\$202.00	JP Morgan Chase Bank	Preauthorized Check No. 5307355
8/30/08	\$5,304.57	FTB	Check No. 1337
9/22/08	\$202.00	JP Morgan Chase Bank	Preauthorized Check No. 6071667
4/28/09	\$161.32	Judy Soloski	Check No. 1384
5/10/09	\$500.00	Judy Soloski	Check No. 1386

24 39. Respondent also deposited his personal funds into the client trust account as follows:

<b>Date</b>	<b>Amount</b>	<b>Source of Deposit</b>
6/25/08	\$2,036.00	Respondent's Social Security Check
9/5/08	\$8,150.00	Incoming Wire from Federal Home Loan Bank

1	9/9/08	\$8,150.00	Incoming Wire from Federal Home Loan Bank
2	10/6/08	\$2,150.00	Incoming Wire from Lake Michigan Credit Union

3  
4 40. By depositing personal funds in his CTA and issuing checks for personal  
5 expenditures out of his CTA, Respondent deposited or commingled funds belonging to  
6 Respondent in a bank account labeled "Trust Account," "Client's Funds Account" or words of  
7 similar import.

8 **NOTICE - INACTIVE ENROLLMENT!**

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

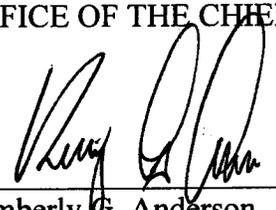
17 **NOTICE - COST ASSESSMENT!**

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

23 Respectfully submitted,

24 THE STATE BAR OF CALIFORNIA  
25 OFFICE OF THE CHIEF TRIAL COUNSEL

26 DATED: May 4, 2011

27 By: 

28 Kimberly G. Anderson  
Supervising Trial Counsel

DECLARATION OF SERVICE

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

CASE NUMBER(s): 09-O-18677

I, the undersigned, over the age of eighteen (18) years, whose business address and place of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California 90015, declare:

U.S. Mail checkbox

By U.S. Mail:

U.S. Certified Mail checkbox

By U.S. Certified Mail:

- 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 Los Angeles...

Overnight Delivery checkbox

By Overnight Delivery:

- that 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);
- that in the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California for overnight delivery is deposited, with delivery fees paid or provided for, with UPS that same day; and
- that in accordance with the practice of the State Bar of California for collection and processing of mail for overnight delivery by UPS, I deposited or placed for collection and overnight delivery by UPS...

Fax Transmission checkbox

By Fax Transmission:

Based on an 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. A copy of the record of the fax transmission, which I printed out, is attached.

Electronic Service checkbox

By Electronic Service:

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 persons at the electronic notification 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.

on the date shown below, a true copy of the within document described as follows:

NOTICE OF DISCIPLINARY CHARGES

(for U.S. 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.: 7160 3901 9845 4872 9832 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. Row 1: WARREN J. SOLOSKI, 945 N. Kenter Avenue Los Angeles, California 90049, Electronic Notification Address, Arthur L. Margolis Margolis & Margolis LLP 2000 Riverside Drive Los Angeles, California 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 Los Angeles, California, on the date shown below.

DATED: May 4, 2011

SIGNED:

Signature of Bernard Pimentel
BERNARD PIMENTEL
Declarant