

ORIGINAL

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State Bar Court of California  
Hearing Department  
Los Angeles  
DISBARMENT

<p>Counsel For The State Bar</p> <p>Charles T. Calix 1149 S. Hill Street Los Angeles, CA 90015-2299 (213) 765-125</p> <p>Bar # 146853</p>	<p>Case Number(s): 10-O-05162,10-O-05690, 10-O-07716,10-O-08296, 10-O-09368,11-O-11328, 11-O-11706,11-O-11717, 11-O-11975,11-O-12673, 11-O-13257,11-O-14200, 11-O-14331,11-O-14656, 11-O-16058,11-O-16060, 11-O-16102,11-O-16104, 11-O-16106,11-O-16188, 11-O-16249,11-O-16674, 11-O-16681,11-O-16682, 11-O-16742,11-O-16744, 11-O-16749,11-O-16822, 11-O-16828,11-O-16869, 11-O-16870,11-O-16871, 11-O-16872,11-O-16919, 11-O-16920</p>	<p>For Court use only</p> <p><b>PUBLIC MATTER</b></p> <p><b>FILED</b> <i>R</i></p> <p>DEC 29 2011</p> <p>STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO</p> <p>kwiktag® 018 044 566</p> 
<p>In Pro Per Respondent</p> <p>Herbert Davis 18653 Ventura Boulevard, Suite 355 Tarzana, CA 91356-4514 (818) 881-0208</p> <p>Bar # 30870</p>	<p>Submitted to: <b>Assigned Judge</b></p>	
<p>In the Matter of: Herbert Davis</p> <p>Bar # 30870</p> <p>A Member of the State Bar of California (Respondent)</p>	<p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</p> <p><b>DISBARMENT</b></p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	

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

**A. Parties' Acknowledgments:**

- (1) Respondent is a member of the State Bar of California, admitted January 11, 1961.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of (39) pages, not including the order.

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- (4) A statement of acts or omissions acknowledged by respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law."
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
- Costs to be awarded to the State Bar.
  - Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
  - Costs are entirely waived.
- (9) ORDER OF INACTIVE ENROLLMENT:  
The parties are aware that if this stipulation is approved, the judge will issue an order of inactive enrollment under Business and Professions Code section 6007, subdivision (c)(4), and Rules of Procedure of the State Bar, rule 5.111(D)(1).

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

- (1)  **Prior record of discipline**
- (a)  State Bar Court case # of prior case
  - (b)  Date prior discipline effective
  - (c)  Rules of Professional Conduct/ State Bar Act violations:
  - (d)  Degree of prior discipline
  - (e)  If respondent has two or more incidents of prior discipline, use space provided below:
- (2)  **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3)  **Trust Violation:** Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4)  **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. See page 36 for discussion re Harm.

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- (5)  **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6)  **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7)  **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. See page 36 for discussion re Multiple/Pattern of Misconduct.
- (8)  **No aggravating circumstances** are involved.

**Additional aggravating circumstances:**

**C. Mitigating Circumstances [see standard 1.2(e)]. Facts supporting mitigating circumstances are required.**

- (1)  **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious. See page 36 for discussion re No Prior Discipline
- (2)  **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3)  **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings. See page 37 for discussion re Candor/Cooperation.
- (4)  **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct. See page 37 for discussion re Remorse.
- (5)  **Restitution:** Respondent paid \$ \_\_\_\_\_ on \_\_\_\_\_ in restitution to \_\_\_\_\_ without the threat or force of disciplinary, civil or criminal proceedings.
- (6)  **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to respondent and the delay prejudiced him/her.
- (7)  **Good Faith:** Respondent acted in good faith. See page 37 for discussion re Good Faith.
- (8)  **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and respondent no longer suffers from such difficulties or disabilities.
- (9)  **Severe Financial Stress:** At the time of the misconduct, respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10)  **Family Problems:** At the time of the misconduct, respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11)  **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.

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(12)  **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.

(13)  **No mitigating circumstances** are involved.

**Additional mitigating circumstances:**

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**D. Discipline: Disbarment.**

**E. Additional Requirements:**

- (1) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (2)  **Restitution:** Respondent must make restitution to the payees set forth on page six in the amount<sup>s</sup> set forth on page six plus 10 percent interest per year from the dates set forth on page six. If the Client Security Fund has reimbursed any of the payees set forth on page six for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than N/A days from the effective date of the Supreme Court order in this case.
- (3)  **Other:**

In the Matter of: Herbert Davis, No. 30870	Case Number(s): 10-O-05162, 10-O-05690, 10-O-07716, 10-O-08296, 10-O-09368, 11-O-11328, 11-O-11706, 11-O-11717, 11-O-11975, 11-O-12673, 11-O-13257, 11-O-14200, 11-O-14331, 11-O-14656, 11-O-16058, 11-O-16060, 11-O-16102, 11-O-16104, 11-O-16106, 11-O-16188, 11-O-16249, 11-O-16674, 11-O-16681, 11-O-16682, 11-O-16742, 11-O-16744, 11-O-16749, 11-O-16822, 11-O-16828, 11-O-16869, 11-O-16870, 11-O-16871, 11-O-16872, 11-O-16919, 11-O-16920
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**E(2). Additional Requirements – Restitution:**

PAYEE	PRINCIPAL AMOUNT	INTEREST ACCRUES FROM
Dr. Emile Allen	\$6,530.27	01/22/10
Ron Householder	\$15,489.00	04/30/10
Benjamin Miller	\$1,000.00	06/30/10
M. Crawford Gardner	\$22,062.60	04/29/10
Birthe Murray	\$5,510.00	07/17/10
Daniel Balke	\$14,060.00	01/25/11
Nathaniel Ferguson	\$9,002.20	03/31/11
Daniel Milheim	\$12,068.34	11/30/10
Sibongile Yancy	\$2,805.00	03/23/11
Hector Zuniga	\$5,285.20	01/27/11
Amy Kiel	\$7,702.02	06/30/11
Wessne Gebrmedhin	\$7,810.69	07/14/11
Karen Rudd	\$9,099.00	05/31/11
Nadie Pietropaolo	\$5,489.10	08/12/11
Chris Yeaton	\$2,824.00	02/22/11
Christopher Enlich	\$7,980.00	08/31/09
Nathan Raghu	\$12,465.00	06/17/11
L. Serenella Leoni	\$12,437.24	08/24/11
Joseph Gifford	\$15,160.00	01/28/11
Jeffrey Koch	\$5,220.00	08/30/10
Anthony Quicho	\$33,185.00	04/26/10
Fred H. Cagle, II	\$54,608.00	12/10/09
Bozena Rynduch	\$5,856.64	12/28/09
Christopher Foye	\$29,220.11	04/30/11
Mario and Donna Beaulieu	\$27,252.80	03/29/11
Bozara Rublek	\$6,222.65	09/01/11
Jeffrey Mangassarian	\$46,274.31	08/15/11
Kathleen Hendricks	\$19,238.00	08/18/11
Jill Terral	\$7,348.77	01/15/10
Rosanno DeLara	\$60,000.00 if paid by November 30, 2011; or \$75,000.00 if paid by February 28, 2012	02/26/10
Leslie Wirkkunen	\$37,508.84	03/15/11
Dane and Lori Martens	\$12,01.04	11/16/10
Rhonda Eicher	\$20,716.12	05/01/11
Galen Eicher	\$43,456.47	09/01/10
David Hook	\$40,833.68	07/30/10



6. In April 2009, Respondent mailed a check made payable to Discover Card, one of Allen's creditors, in the sum of \$750. The check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

7. In fact, Discover Card applied the payment to the interest owed by Allen on the outstanding debt and did not consider Allen's debt satisfied.

8. In July 2009, the resigned member stated to Allen that three of Allen's credit card accounts, including the Discover Card account and an American Express account, had been settled and paid off. In fact, the accounts had not been settled.

9. On December 8, 2009, Allen was sued by American Express, one of the accounts that the resigned attorney had stated was settled.

10. In January 2010, Allen terminated Respondent and employed new counsel to assist him with obtaining a refund of the fees that he had paid to Respondent. On January 22, 2010, Allen's new counsel mailed a letter to Respondent demanding a refund of the \$21,240.84 that Allen had paid to Respondent. Respondent received the letter.

11. Respondent did not perform any services of value on behalf of Allen, including, but not limited to, negotiating and obtaining a resolution of Allen's debts.

12. In May 2010, Respondent refunded \$13,960.84 to Allen. To date, Respondent owes Allen an additional refund of \$6,530 (\$21,240.84-\$13,960.84-\$750).

13. In January 2010, Allen was able to resolve the disputes with all nine (9) accounts on his own.

#### Conclusions of Law

By failing to perform any services of value for Allen, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund all of the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to notify the State Bar that he was employing a resigned attorney to work on legal matters, Respondent employed a person that he knew had resigned from the State Bar without serving written notice of the employment on the State Bar, in wilful violation of rule 1-311(D) of the Rules of Professional Conduct.

By failing to serve written notice upon Allen that he employed a resigned attorney to perform work on his behalf, Respondent employed a person that he knew had resigned from the State Bar without serving written notice of the employment on his client on whose specific matter such person worked, in wilful violation of rule 1-311(D) of the Rules of Professional Conduct.

Case 10-O-05690

Facts

1. In December 2008, Ron Householder ("Householder") employed Respondent to assist him with settling disputes with sixteen (16) credit card accounts. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts would be 40% of Householder's total debt, or \$39,150, which Householder paid to Respondent.

2. In March, June, and July 2009, Respondent mailed checks to thirteen of Householder's creditors totaling \$19,700. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

3. In fact, the creditors applied the respective payments to the interest owed by Householder on the outstanding debts and did not consider Householder's debt satisfied.

4. Respondent did not perform any services of value on behalf of Householder, including, but not limited to, negotiating and obtaining a resolution of Householder's debts.

5. In January 2010, Householder sent Respondent a letter terminating his services, demanding an itemization as to the disbursements made to the creditors, as well as accounting of the value of Respondent's services, and a refund of the advanced fees that he paid to Respondent. Respondent received the letter. At no time has Respondent provided Householder with an itemization or an accounting.

6. In April 2010, Respondent provided Householder with a refund of \$3,961.

7. To date, Respondent owes Householder a refund of \$15,489 (\$39,150-\$19,700-\$3,961).

Conclusions of Law

By failing to perform any services of value for Householder, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to provide Householder with an accounting, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession in wilful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.

By failing to refund all of the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 10-O-07716

Facts

1. In April 2010, Benjamin Miller ("Miller") employed Respondent to assist him with settling disputes with his credit card accounts. Miller paid Respondent a total of \$1,500.
2. In June 2010, Miller terminated Respondent's employment and requested a refund of the advanced fee that he had paid to Respondent. Respondent did not perform any services of value on behalf of Miller, including, but not limited to, negotiating and obtaining a resolution of Miller's debts.
3. Respondent has provided Miller with a refund of \$500. Respondent owes Miller a refund of \$1,000.

Conclusions of Law

By failing to refund all of the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 10-O-8296

Facts

1. On July 15, 2008, M. Crawford Gardner ("Gardner") employed Respondent to assist him with settling disputes with two credit card accounts with Bank of America. Gardner paid Respondent a total of \$24,514.
2. At all times relevant to the stipulated facts herein, Respondent knowingly employed a resigned member of the State Bar to assist him with Gardner's debt resolution matter.
3. At no time did Respondent serve written notice upon the State Bar of his employment of the resigned member.
4. At no time did Respondent serve written notice on Gardner that a resigned member was assisting Respondent with Gardner's debt resolution matter. Gardner spoke with the resigned member on several occasions during Gardner's employment of Respondent. Gardner also exchanged e-mails with the resigned member.
5. Respondent mailed checks to Gardner's creditors totaling \$2,451.4. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt. In fact, Bank of America applied the payment to the interest on the outstanding debt owed by Gardner and did not consider Gardner's debt satisfied.
6. In September 2009, Bank of America sued Gardner for the outstanding debts that he owed on his two credit card accounts.

7. On April 29, 2010, Gardner terminated Respondent's employment, and demanded a refund of the fees that he had paid to Respondent.

8. Respondent did not perform any services of value on behalf of Gardner, including, but not limited to, negotiating and obtaining a resolution of Gardner's debt on his Bank of America credit card accounts.

9. Respondent owes Gardner a refund of \$22,062.6 (\$24,514-\$2,451.4).

10. Gardner's credit reports indicate that one of the Bank of America credit card accounts is "charged off" and the other debt is "open, not paying."

### Conclusions of Law

By failing to notify the State Bar that he was employing a resigned attorney to work on legal matters, Respondent employed a person that he knew had resigned from the State Bar without serving written notice of the employment on the State Bar, in wilful violation of rule 1-311(D) of the Rules of Professional Conduct.

By failing to serve written notice upon Gardner that he employed a resigned attorney to perform work on his behalf, Respondent employed a person that he knew had resigned from the State Bar without serving written notice of the employment on his client on whose specific matter such person worked, in wilful violation of rule 1-311(D) of the Rules of Professional Conduct.

By failing to perform any services of value on behalf of Gardner, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

### Case No. 10-O-09368

### Facts

1. On March 9, 2009, Birthe Murray ("Murray") employed Respondent to assist her with settling disputes with several of her credit card accounts. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts would be 40% of Murray's total debt. Murray paid Respondent a total of \$6,800.

2. On October 5, 2009, Respondent mailed checks to five of Murray's creditors in the total sum of \$790. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

3. In fact, the creditors applied the respective payments to the interest owed by Murray on the outstanding debts and did not consider Murray's debt satisfied.

4. On July 17, 2010, Murray mailed Respondent a letter terminating Respondent's services and demanding a refund of the \$6,800 that Murray had paid Respondent in advanced attorney fees. Respondent received the letter.

5. Respondent did not perform any services of value on behalf of Murray, including, but not limited to, negotiating and obtaining a resolution of Murray's debts.

6. October 6, 2010, Respondent provided Murray with a refund in the sum of \$500.

7. To date, Respondent owes Murray a refund of \$5,510 (\$6800-\$790-\$500).

### Conclusions of Law

By failing to perform any services of value on behalf of Murray, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund all of the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

### Case No. 11-O-11328

### Facts

1. On January 12, 2010, Daniel Blake ("Blake") employed Respondent to assist him with settling a dispute with his Bank of America credit card account. The fee agreement specified that Respondent's fee, including the money needed to settle the debt with Bank of America would be 40% of Blake's total debt.

2. On January 12, 2010, Blake paid Respondent \$19,060 in advanced attorney fees for his legal services.

3. At all times relevant to the stipulated facts herein, Respondent knowingly employed a resigned member of the State Bar to assist him with Blake's debt resolution matter.

4. At no time did Respondent serve written notice upon the State Bar of his employment of the resigned member.

5. At no time did Respondent serve written notice on Blake that a resigned member was assisting Respondent with Blake's debt resolution matter.

6. In June 2010, Respondent mailed a check to Bank of America in the sum of \$5,000. The check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt. In fact, Bank of America applied the payment to the interest owed by Blake on the outstanding debt and did not consider Blake's debt satisfied.

7. On October 18, 2010, December 6, 2010, December 27, 2010, Blake mailed letters to Respondent inquiring about the status of his debt resolution matter. Respondent received the letters. At no time did Respondent respond to the letters.

8. On January 25, 2011, Blake mailed Respondent a letter terminating his services and demanding a refund of the advanced fees that Blake paid to Respondent. Respondent received the letter. Respondent did not respond to it.

9. Respondent did not perform any services of value on behalf of Blake, including, but not limited to, negotiating and obtaining a resolution of Blake's debt with Bank of America credit card.

10. Respondent owes Blake a refund of \$14,060 (\$19,060-\$5,000).

### Conclusions of Law

By failing to notify the State Bar that was employing a resigned attorney to work on legal matters, Respondent employed a person that he knew had resigned from the State Bar without serving written notice of the employment on the State Bar, in wilful violation of rule 1-311(D) of the Rules of Professional Conduct.

By failing to serve written notice upon Blake that he employed a resigned attorney to perform work on his behalf, Respondent employed a person that he knew had resigned from the State Bar without serving written notice of the employment on his client on whose specific matter such person worked, in wilful violation of rule 1-311(D) of the Rules of Professional Conduct.

By failing to provide any services of value for Blake, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to respond to Blake's letters, Respondent Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services in wilful violation of Business and Professions Code section 6068(m).

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

### Case No. 11-O-11706

### Facts

1. In August 2009, Nathaniel Ferguson ("Ferguson") employed Respondent to assist him with settling disputes with his credit card accounts. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Ferguson's total debt. Ferguson paid Respondent a total of \$9,002.20.

2. Respondent did not perform any services of value on behalf of Ferguson, including, but not limited to, negotiating and obtaining a resolution of Ferguson's credit card debts.

3. In January 2010, Ferguson received letters from his creditors' collection agencies. When Ferguson informed Respondent's office that collection agencies were contact him, Respondent's office staff stated that Respondent would not speak with the collection agencies.

4. In July 2010, Ferguson received a summons and complaint from a law firm representing two of Ferguson's creditors. When Ferguson informed Respondent's law firm of the complaint, Respondent's office staff stated to Ferguson that Respondent would be unable to represent him.

5. On February 16, 2011, a law firm representing one of Ferguson's creditors filed a wage garnishment notice with the Orange County Superior Court. Ferguson informed Respondent of the wage garnishment notice. Respondent did not take any action with respect to the wage garnishment.

6. On March 7, 2011, Ferguson contacted Respondent's bookkeeper inquiring as to how the \$9,002.20 that Ferguson provided to Respondent was disbursed to the creditors. The bookkeeper was unable to give Ferguson an answer.

7. In March 2011, Ferguson terminated Respondent's services.

8. Respondent owes Ferguson a refund of \$9,002.20.

Conclusions of Law

By failing to provide any services of value for Ferguson, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 11-O-11717

Facts

1. Between February 22, 2011, and March 3, 2011, Respondent issued the following checks from his client trust account at Wells Fargo Bank, account no. xxxxxx4542<sup>1</sup>, against insufficient funds:

<u>Date</u>	<u>Check No.</u>	<u>Amount</u>
02/22/11	4308	\$515
02/22/11	4313	\$435
02/22/11	4325	\$730
02/22/11	4331	\$2,102.66
02/24/11	4308	\$515
02/25/11	4252	\$225
02/28/11	4306	\$800
02/28/11	4331	\$2,102.66
03/03/11	4330	\$1,389.74

<sup>1</sup> The complete account number has been omitted due to privacy concerns.

### Conclusions of Law

By failing to properly administer his client trust account, Respondent wilfully violated rule 4-100(A) of the Rules of Professional Conduct.

### Case No. 11-O-11975

#### Facts

1. On March 17, 2010, Daniel Milheim ("Milheim") employed Respondent to assist him with settling a dispute with one of his credit card accounts. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Milheim's total debt.
2. Prior to terminating Respondent's employment in November 2010, Milheim paid Respondent \$12,068.34.
3. Respondent did not perform any services of value on behalf of Milheim, including, but not limited to, negotiating and obtaining a resolution of Milheim's credit card debts.
4. Respondent owes Milheim a refund of \$12,068.34.

### Conclusions of Law

By failing to provide any services of value for Milheim, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

### Case No. 11-O-12673

#### Facts

1. On March 11, 2009, Sibongile Yancy ("Yancy") employed Respondent to assist him with settling disputes with several credit card accounts. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Yancy's total debt.
2. Yancy agreed to make installment payments of \$389.65 per month for 36 months. Yancy made a total of fifteen (15) payments in the total sum of \$5,844.75.
3. At all times relevant to the stipulated facts herein, Respondent knowingly employed a resigned member of the State Bar to assist him with Yancy's debt resolution matter.
4. At no time did Respondent serve written notice upon the State Bar of his employment of the resigned member.

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5. At no time did Respondent serve written notice on Yancy that a resigned member was assisting Respondent with Yancy's debt resolution matter. Yancy mailed letters to the resigned member on several occasions during Yancy's employment of Respondent.

6. On November 19, 2009, Respondent mailed a check to one of Yancy's creditors in the sum of \$935. The check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

7. In fact, the creditors applied the payment to the interest owed by Yancy on the outstanding debt and did not consider Yancy's debt satisfied.

8. On November 23, 2010, Yancy mailed a letter to Respondent terminating his services and demanding a refund of the \$5,844.75 that he paid to Respondent. Respondent received the letter.

9. Respondent did not perform any services of value on behalf of Yancy, including, but not limited to, negotiating and obtaining a resolution of Yancy's credit card debts.

10. On March 23, 2011, Respondent provided Yancy with a partial refund of \$2,104.75.

11. Respondent owes Yancy a refund of \$2,805 (\$5,844.75-\$2,104.75-\$935).

#### Conclusions of Law

By failing to notify the State Bar that was employing a resigned attorney to work on legal matters, Respondent employed a person that he knew had resigned from the State Bar without serving written notice of the employment on the State Bar, in wilful violation of rule 1-311(D) of the Rules of Professional Conduct.

By failing to serve written notice upon Yancy that he employed a resigned attorney to perform work on his behalf, Respondent employed a person that he knew had resigned from the State Bar without serving written notice of the employment on his client on whose specific matter such person worked, in wilful violation of rule 1-311(D) of the Rules of Professional Conduct.

By failing to perform any services of value on behalf of Yancy, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

#### Case No. 11-O-13257

#### Facts

1. On September 9, 2009, Hector Zuniga ("Zuniga") employed Respondent to assist him with settling disputes with six (6) of his credit card accounts. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts would be 40% of Zuniga's total debt.

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2. Zuniga agreed to make installment payments of \$400.68 per month for 36 months. Zuniga made a total of fifteen payments to Respondent totaling \$6,010.20.

3. Respondent mailed a check to one of Zuniga's creditors in the sum of \$725. The check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

4. In fact, the creditor applied the payment to the interest owed by Zuniga on the outstanding debt and did not consider Zuniga's debt satisfied.

5. Respondent did not perform any services of value on behalf of Zuniga, including, but not limited to, negotiating and obtaining a resolution of Zuniga's credit card debts.

6. On January 27, 2011, Zuniga mailed Respondent a letter terminating his services and demanding a refund of the fees that he paid to Respondent. Respondent received the letter. Respondent did not provide Zuniga with a refund.

7. Respondent owes Zuniga a refund of \$5,285.2 (6,010.20-\$725).

#### Conclusions of Law

By failing to perform any services of value on behalf of Zuniga, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

#### Case No. 11-O-14200

#### Facts

1. On December 30, 2009, Amy Kiel ("Kiel") employed Respondent to assist her with settling disputes with several credit card accounts. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts would be 40% of Kiel's total debt.

2. Kiel agreed to make installment payments of \$855.78 per month for 39 months. Kiel made a total of ten payments to Respondent totaling \$8,557.80.

3. Respondent mailed checks to Kiel's creditors in the total sum of \$855.78. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

4. In fact, the creditors applied the respective payments to the interest owed by Kiel on the outstanding debts and did not consider Kiel's debt satisfied.

5. Respondent did not perform any services of value on behalf of Kiel, including, but not limited to, negotiating and obtaining a resolution of Kiel's credit card debts.

6. In June 2011, Kiel terminated Respondent and demanded a refund of the fees that she paid to Respondent. Respondent has not provided Kiel with a refund.

7. Respondent owes Kiel a refund of \$7,702.02 (\$8,557.80-\$858.78).

#### Conclusions of Law

By failing to perform any services of value on behalf of Kiel, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

#### Case No. 11-O-14331

#### Facts

1. On September 1, 2009, Wessne Gebrmedhin ("Gebrmedhin") employed Respondent to assist him with settling disputes with eight (8) credit card accounts. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Gebrmedhin's total debt.

2. Gebrmedhin agreed to make installment payments of \$1,882.50 per month for 12 months. Gebremedhin made a total of seven payments totaling \$13,495.

3. Respondent mailed checks to Gebremedhin's creditors in the total sum of \$2,635. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt. In fact, the creditors applied the respective payments to the interest owed by Gebremedhin on the outstanding debts and did not consider Gebremedhim's debt satisfied.

4. Respondent did not perform any services of value for Gebremedhin, including, but not limited to, negotiating and obtaining a resolution of Gebremedhin's credit card debts.

5. On July 14, 2011, Gebremedhin mailed a letter to Respondent terminating his services and demanding a refund.

6. Respondent has provided Gebremedhin with a refund in the sum of \$3,049.31. Respondent owes Gebremedhin a refund of \$7,810.69 (\$13,495-\$3,049.31-\$2,635).

### Conclusions of Law

By failing to provide any services of value for Gebremedhin, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the entire, unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

### Case No. 11-O-14656

#### Facts

1. In March 2010, Karen Rudd ("Rudd") employed Respondent to assist her with settling disputes with several credit card accounts. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Rudd's total debt.
2. Rudd made an initial payment of \$2,654.5 to Respondent. Thereafter, Rudd made installments of \$534 per month for fifteen months totaling \$8,010. Rudd paid Respondent a total of \$10,664.5 (\$8,010 + \$2,000).
3. Respondent mailed checks to Rudd's creditors totaling \$1,565. The checks bore a restrictive endorsement stating that depositing the checks would constitute full satisfaction of the disputed debt.
4. In fact, the creditors applied the respective payments to the interest owed by Rudd on the outstanding debts on the various accounts and did not consider Rudd's debt satisfied.
5. Respondent did not perform any services of value for Rudd, including, but not limited to, negotiating and obtaining a resolution of Rudd's credit card debts.
6. In May 2011, Rudd mailed a letter to Respondent terminating his services and demanding a refund. Respondent received the letter. Respondent did not respond to it.
7. Respondent owes Rudd a refund of \$9,099 (\$10,664.5-\$1,565).
8. Rudd was able to settle her credit card debts through her own efforts.

### Conclusions of Law

By failing to provide any services of value for Rudd, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 11-O-16058

Facts

1. On June 11, 2009, Nadie Pietropaolo ("Pietropaolo") employed Respondent to assist her with settling disputes with four (4) credit card accounts. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Pietropaolo's total debt.
2. Pietropaolo agreed to make installment payments of approximately \$216 per month for 48 months. Between on or about June 11, 2009, and on or about August 10, 2011, Pietropaolo paid Respondent a total of \$6,099 in fees.
3. Respondent mailed checks to Pietropaolo's creditors totaling \$609.90. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.
4. In fact, the creditors applied the respective payments to the interest owed by Pietropaolo on the outstanding debt and did not consider Pietropaolo's debt satisfied.
5. Respondent did not perform any services of value for Pietropaolo, including, but not limited to, negotiating and obtaining a resolution of Pietropaolo's credit card debts.
6. On August 12, 2011, Pietropaolo mailed Respondent a letter terminating Respondent and demanding a refund of \$5,489.10. Respondent received the letter. Respondent did not respond to it.
7. Respondent owes Pietropaolo a refund of \$5,489.10 (\$6,099-\$609.90).

Conclusions of Law

By failing to provide any services of value for Pietropaolo, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 11-O-16060

Facts

1. On June 27, 2008, Chris Yeaton ("Yeaton") employed Respondent to assist him with settling disputes with three (3) credit card accounts. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Yeaton's total debt.
2. Yeaton paid Respondent a total of \$10,769 in fees.

3. Respondent mailed checks to Yeaton's creditors totaling \$7,935 on behalf of Yeaton.

4. Yeaton was able to resolve his disputes with all three credit card accounts through a combination of his own efforts, and the \$7,935 that Respondent paid to the creditors on behalf of Yeaton. Apart from forwarding \$7,935 of Yeaton's money to Yeaton's creditors, Respondent did not perform any services of value for Yeaton, including, but not limited to, negotiating and obtaining a resolution of Yeaton's credit card debts.

5. Respondent owes Yeaton a refund of \$2,824 (\$10,769-\$7,935).

#### Conclusions of Law

By failing to provide any services of value for Yeaton, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

#### Case No. 11-O-16102

#### Facts

1. On July 28, 2009, Christopher Endlich ("Endlich") employed Respondent to assist him with settling disputes with two (2) credit card accounts that he maintained with Chase Bank. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Endlich's total debt.

2. Endlich paid Respondent a total of \$10,893.10 in two installments payments, with second and last installment payment made in August 2009.

3. Respondent mailed two checks totaling \$2,720 to Chase Bank. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt on each account maintained by Endlich.

4. In fact, Chase Bank applied the payments to the interest owed by Endlich on the outstanding debt on the two accounts and did not consider Endlich's debt satisfied.

5. Respondent did not perform any services of value for Endlich, including, but not limited to, negotiating and obtaining a resolution of Endlich's credit card debts.

6. Respondent owes Endlich a refund of \$7,980 (\$10,893.10-\$2,720).

### Conclusions of Law

By failing to provide any services of value for Endlich, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

### Case No. 11-O-16104

#### Facts

1. On March 22, 2010, Nathan Raghu ("Raghu") employed Respondent to assist him with settling disputes with five (5) credit card accounts that he maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Raghu's total debt.
2. Raghu paid Respondent an initial fee of \$495. Between May 2010 and August 2010, Raghu paid Respondent an additional \$13,300 in installment payments.
3. Respondent mailed checks to Raghu's creditors totaling \$1,330. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.
4. In fact, the creditors applied the respective payments to the interest owed by Raghu on the outstanding debt on the various accounts and did not consider Raghu's debt satisfied.
5. Respondent did not perform any services of value for Raghu, including, but not limited to, negotiating and obtaining a resolution of Raghu's credit card debts.
6. On June 17, 2011, Raghu sent Respondent an e-mail terminating his services and demanding a refund. Respondent received the e-mail. Respondent did not respond to it.
7. Respondent owes Raghu a refund of \$12,465 (\$13,795-\$1,330).

### Conclusions of Law

By failing to provide any services of value for Raghu, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 11-O-16106

Facts

1. On March 19, 2009, L. Serenella Leoni ("Leoni") employed Respondent to assist her with settling a credit card account dispute with Chase Bank. The fee agreement specified that Respondent's fee, including the money needed to settle the debt, would be 40% of Leoni's total debt, or \$16,582.24.
2. On May 6, 2009, Leoni paid Respondent \$16,582.24.
3. Thereafter, Respondent mailed a check to Chase Bank in the sum of \$4,145. The check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.
4. In fact, Chase Bank applied the payments to the interest owed by Leoni on the outstanding debt and did not consider Leoni's debt satisfied.
5. Respondent did not perform any services of value for Leoni, including, but not limited to, negotiating and obtaining a resolution of Leoni dispute with Chase Bank.
6. On August 24, 2011, Leoni sent Respondent an e-mail terminating his services and demanding a refund. Respondent received the e-mail. Respondent did not respond to it.
7. Respondent owes Leoni a refund of \$12,437.24 (\$16,582.24-\$4,145).

Conclusions of Law

By failing to provide any services of value for Leoni, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 11-O-16188

Facts

1. In July 2009, Joseph Gifford ("Gifford") employed Respondent to assist him with settling disputes with six (6) credit card accounts. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Gifford's total debt.
2. Thereafter, Gifford made several installment payments to Respondent totaling \$20,150.

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3. At all times relevant to the stipulated facts herein, Respondent knowingly employed a resigned member of the State Bar to assist him with Gifford's debt resolution matter.

4. At no time did Respondent serve written notice upon the State Bar of his employment of the resigned member.

5. At no time did Respondent serve written notice on Gifford that a resigned member was assisting Respondent with Gifford's debt resolution matter. Gifford spoke with the resigned member on several occasions during Gifford's employment of Respondent.

6. Respondent mailed checks to Gifford's creditors totaling \$4,990. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

7. In fact, the creditors applied the respective payments to the interest owed by Gifford on the outstanding debt on the various accounts and did not consider Gifford's debt satisfied.

8. Respondent did not perform any services of value for Gifford, including, but not limited to, negotiating and obtaining a resolution of Gifford's credit card disputes with his creditors.

9. On January 28, 2011, Gifford sent Respondent an e-mail terminating his services and demanding a refund. Respondent received the e-mail. Respondent did not provide Gifford with a refund.

10. Respondent owes Gifford a refund of \$15,160 (\$20,150-\$4,990).

#### Conclusions of Law

By failing to perform any services of value for Gifford, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund all of the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to notify the State Bar that he was employing a resigned attorney to work on legal matters, Respondent employed a person that he knew had resigned from the State Bar without serving written notice of the employment on the State Bar, in wilful violation of rule 1-311(D) of the Rules of Professional Conduct.

By failing to serve written notice upon Gifford that he employed a resigned attorney to perform work on his behalf, Respondent employed a person that he knew had resigned from the State Bar without serving written notice of the employment on his client on whose specific matter such person worked, in wilful violation of rule 1-311(D) of the Rules of Professional Conduct.

Case No. 11-O-16249

Facts

1. On April 13, 2010, Jeffrey Koch ("Koch") employed Respondent to assist him with settling disputes with eight (8) credit card accounts that he maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Koch's total debt.
2. Between April 15, 2010, and August 3, 2010, Koch paid Respondent a total of \$6,950 in fees.
3. Respondent mailed checks to Koch's creditors totaling \$1,730. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.
4. In fact, the creditors applied the respective payments to the interest owed by Koch on the outstanding debt on the various accounts and did not consider Koch's debt satisfied.
5. Respondent did not perform any services of value for Koch, including, but not limited to, negotiating and obtaining a resolution of Koch's credit card debts.
6. Respondent owes Koch a refund of \$5,220 (\$6,950-\$1,730).

Conclusions of Law

By failing to provide any services of value for Koch, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 11-O-16674

Facts

1. On February 24, 2009, Anthony Quicho ("Quicho") employed Respondent to assist him with settling disputes with several credit card accounts that he maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Quicho's total debt.
2. Quicho paid Respondent an initial fee of \$485. Between March 7, 2009, and April 26, 2010, Quicho made installment payments to Respondent totaling \$43,660.
3. Respondent mailed checks to Quicho's creditors totaling approximately \$11,000. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

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4. In fact, the creditors applied the respective payments to the interest owed by Quicho on the outstanding debt on the various accounts and did not consider Quicho's debt satisfied.

5. Respondent did not perform any services of value for Quicho, including, but not limited to, negotiating and obtaining a resolution of Quicho's credit card debts.

6. Respondent owes Quicho a refund of \$33,185 (\$44,185-\$11,00).

#### Conclusions of Law

By failing to provide any services of value for Quicho, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

#### Case No. 11-O-16681

#### Facts

1. On August 13, 2009, Fred H. Cagle, II ("Cagle") employed Respondent to assist him with settling disputes with several credit card accounts that he maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Cagle's total debt.

2. Between August 21, 2009, and December 10, 2009, Cagle made five installment payments to Respondent totaling \$76,000.

3. Respondent mailed checks to Cagle's creditors totaling \$21,392. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

4. In fact, the creditors applied the respective payments to the interest owed by Cagle on the outstanding debt on the various accounts and did not consider Cagle's debt satisfied.

5. Respondent did not perform any services of value for Cagle, including, but not limited to, negotiating and obtaining a resolution of Cagle's credit card debts.

6. Respondent owes Cagle a refund of \$54,608 (\$76,000-\$21,392).

#### Conclusions of Law

By failing to provide any services of value for Cagle, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

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Case No. 11-O-16682

Facts

1. . On December 28, 2009, Bozena Rynduch ("Rynduch") employed Respondent to assist her with settling disputes with ten (10) credit card accounts that she maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Rynduch's total debt.

2. Rynduch paid Respondent an initial fee of \$495. Thereafter, Rynduch paid Respondent an additional \$5,956.64 in installment payments.

3. Respondent mailed checks to Rynduch's creditors totaling approximately \$595. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

4. In fact, the creditors applied the respective payments to the interest owed by Rynduch on the outstanding debt on the various accounts and did not consider Rynduch's debt satisfied.

5. Respondent did not perform any services of value for Rynduch, including, but not limited to, negotiating and obtaining a resolution of Rynduch's credit card debts.

6. Respondent owes Rynduch a refund of \$5,856.64 (\$6,451.64-\$459).

Conclusions of Law

By failing to provide any services of value for Rynduch, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 11-O-16742

Facts

1. On or about September 15, 2008, Christopher Frye ("Frye") employed Respondent to assist him with settling disputes with seven (7) credit card accounts that he maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Frye's total debt, or \$43,830.16.

2. By January 2, 2009, Frye had paid Respondent \$43,830.16 in fees.

3. Thereafter, Respondent mailed checks to Frye's creditors totaling \$14,610.05. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

4. In fact, the creditors applied the respective payments to the interest owed by Frye on the outstanding debt on the various accounts and did not consider Frye's debt satisfied.

5. Respondent did not perform any services of value for Frye, including, but not limited to, negotiating and obtaining a resolution of Frye's credit card debts.

6. Respondent owes Frye a refund of \$29,220.11 (\$43,830.16-\$14,610.05).

#### Conclusions of Law

By failing to provide any services of value for Frye, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

#### Case No. 11-O-16744

#### Facts

1. On or about January 24, 2009, Mario and Donna Beaulieu (collectively, the "Beaulieus") employed Respondent to assist them with settling disputes with several credit card accounts that they maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of the Beaulieuses' total debt.

2. Between March 19, 2009, and March 29, 2011, the Beaulieus paid Respondent a total of \$30,282 in installment payments.

3. Respondent mailed checks to the Beaulieuses' creditors totaling approximately \$3,028.20. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

4. In fact, the creditors applied the respective payments to the interest owed by the Beaulieus on the outstanding debt on their various accounts and did not consider the Beaulieuses' debt satisfied.

5. Respondent did not perform any services of value for the Beaulieus, including, but not limited to, negotiating and obtaining a resolution of their credit card debts.

6. Respondent owes the Beaulieus a refund of \$27,252.80 (\$30,282-\$3,028.20).

#### Conclusions of Law

By failing to provide any services of value for the Beaulieus, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

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Case No. 11-O-16749

Facts

1. On or about October 12, 2009, Bozana Rublek ("Rublek") employed Respondent to assist her with settling disputes with several credit card accounts that she maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Rublek's total debt.
2. Between October 14, 2009, and May 24, 2010, Rublek paid Respondent a total of \$7,047.65 in fees.
3. Respondent mailed checks Rublek's creditors totaling \$825. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.
4. In fact, the creditors applied the respective payments to the interest owed by Rublek on the outstanding debt on the various accounts and did not consider Rublek's debt satisfied.
5. Respondent did not perform any services of value for Rublek, including, but not limited to, negotiating and obtaining a resolution of Rublek's credit card debts.
6. Respondent owes Rublek a refund of \$6,222.65 (\$7,047.65-\$825).

Conclusions of Law

By failing to provide any services of value for Rublek, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 11-O-16822

Facts

1. On or about August 4, 2009, Jeffrey Mangasarian ("Mangasarian") employed Respondent to assist him with settling disputes with several credit card accounts that he maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Mangasarian's total debt.
2. Between September 2, 2009, and October 18, 2010, Mangasarian paid Respondent a total of \$51,385.90 in fees.
3. Respondent mailed checks to eight (8) of Mangasarian's creditors totaling approximately \$5138.59. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

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4. In fact, the creditors applied the respective payments to the interest owed by Mangasarian on the outstanding debt on the various accounts and did not consider Mangasarian's debt satisfied.

5. Respondent did not perform any services of value for Mangasarian, including, but not limited to, negotiating and obtaining a resolution of Mangasarian's credit card debts.

6. Respondent owes Mangasarian a refund of \$46,247.31 (\$51,385.90-\$5,138.59).

#### Conclusions of Law

By failing to provide any services of value for Mangasarian, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

#### Case No. 11-O-16828

#### Facts

1. On or about October 1, 2009, Kathleen Hendricks ("Hendricks") employed Respondent to assist her with settling disputes with several credit card accounts that she maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Hendrickses' total debt.

2. Between November 12, 2009, and September 13, 2010, Hendricks paid Respondent a total of \$25,718 in fees.

3. Respondent mailed checks to four (4) of Hendrickses' creditors totaling \$6,480. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

4. In fact, the creditors applied the respective payments to the interest owed by Hendricks on the outstanding debt on the various accounts and did not consider Hendrickses' debt satisfied.

5. Respondent did not perform any services of value for Hendricks, including, but not limited to, negotiating and obtaining a resolution of Hendrickses' credit card debts.

6. Respondent owes Hendricks a refund of \$19,238 (\$25,718-\$6,480).

#### Conclusions of Law

By failing to provide any services of value for Hendricks, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 11-O-16869

Facts

1. On or about February 22, 2010, Jill Terral ("Terral") employed Respondent to assist her with settling disputes with several credit card accounts that she maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Terral's total debt.
2. Between April 10, 2010, and July 10, 2009, Terral paid Respondent a total of \$8,165.30 in fees.
3. Respondent mailed checks to Terral's creditors totaling \$816.53. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.
4. In fact, the creditors applied the respective payments to the interest owed by Terral on the outstanding debt on the various accounts and did not consider Terral's debt satisfied.
5. Respondent did not perform any services of value for Terral including, but not limited to, negotiating and obtaining a resolution of Terral's credit card debts.
6. Respondent owes Terral a refund of \$7,348.77 (\$8,165.30-\$816.53).

Conclusions of Law

By failing to provide any services of value for Terral, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 11-O-16870

Facts

1. On April 24, 2009, Rosanno DeLara ("DeLara") employed Respondent to assist him with settling disputes with several credit card accounts that he maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of DeLara's total debt.
2. Between April 24, 2009, and February 2010, DeLara paid Respondent a total of \$138,000 in fees.

3. Respondent mailed checks to DeLara's creditors totaling \$52,445. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

4. In fact, the creditors applied the respective payments to the interest owed by DeLara on the outstanding debt on the various accounts and did not consider DeLara's debt satisfied.

5. Respondent did not perform any services of value for DeLara including, but not limited to, negotiating and obtaining a resolution of DeLara's credit card debts.

6. After DeLara terminated Respondent's employment, DeLara filed for bankruptcy. Respondent has entered into a settlement agreement with the bankruptcy trustee to pay DeLara a sum of \$60,000 on or before November 30, 2011, or a payment of \$75,000 by February 28, 2012.

### Conclusions of Law

By failing to provide any services of value for DeLara, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

### Case No. 11-O-16871

### Facts

1. On June 23, 2009, Leslie Wirkkunen ("Wirkkunen") employed Respondent to assist him with settling disputes with several credit card accounts that he maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Wirkkunen's total debt.

2. Between June 23, 2009, and June 14, 2010, Wirkkunen paid Respondent a total of \$46,247.60 in fees.

3. Respondent mailed checks to Wirkkunen's creditors totaling \$4,624.76. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.

4. In fact, the creditors applied the respective payments to the interest owed by Wirkkunen on the outstanding debt on the various accounts and did not consider Wirkkunen's debt satisfied.

5. Respondent did not perform any services of value for Wirkkunen, including, but not limited to, negotiating and obtaining a resolution of Wirkkunen's credit card debts.

6. On April 13, 2011, Respondent refunded \$4,114 to Wirkkunen.

7. Respondent owes Wirkkunen a refund of \$37,508.84 (\$46,247.60-\$4,624.76-\$4114).

### Conclusions of Law

By failing to provide any services of value for Wirkkunen, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

### Case No. 11-O-16872

### Facts

1. On August 5, 2009, Dane and Lori Martens (collectively, the "Martenses") employed Respondent to assist him with settling disputes with several credit card accounts that they maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of the total debt of the Martenses.
2. Between August 5, 2009, and November 16, 2010, the Martenses paid Respondent a total of \$13,348.93 in fees.
3. Respondent mailed checks to the creditors of the Martenses totaling \$1,334.89. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.
4. In fact, the creditors applied the respective payments to the interest owed by the Martenses on the outstanding debt on the various accounts and did not consider their debt satisfied.
5. Respondent did not perform any services of value for the Martenses, including, but not limited to, negotiating and obtaining a resolution of their credit card debts.
6. Respondent owes the Martenses a refund of \$12,014.04 (\$13,348.93-\$1,334.89).

### Conclusions of Law

By failing to provide any services of value for the Martenses, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Facts

1. On April 20, 2009, Rhonda Eicher ("Rhonda") employed Respondent to assist her with settling disputes with several credit card accounts that she maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Rhonda's total debt.
2. Between April 21, 2009, and May 1, 2011, Rhonda paid Respondent a total of \$23,018.80 in fees.
3. Respondent mailed checks to Rhonda's creditors totaling approximately \$2,301.88. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.
4. In fact, the creditors applied the respective payments to the interest owed by Rhonda on the outstanding debt on the various accounts and did not consider her debt satisfied.
5. Respondent did not perform any services of value for Rhonda, including, but not limited to, negotiating and obtaining a resolution of Rhonda's credit card debts.
6. Respondent owes Rhonda a refund of \$20,716.12 (\$23,018.80-\$2,301.88).
7. On December 10, 2009, Galen Eicher ("Galen"), Rhonda's husband, employed Respondent to assist him with settling disputes with several credit card accounts that he maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Galen's total debt.
8. Between January 10, 2010, and September 1, 2010, Galen paid Respondent a total of \$48,284.97 in fees.
9. Respondent mailed checks to Galen's creditors totaling approximately \$4,828.50. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.
10. In fact, the creditors applied the respective payments to the interest owed by Galen on the outstanding debt on the various accounts and did not consider his debt satisfied.
11. Respondent did not perform any services of value for Galen, including, but not limited to, negotiating and obtaining a resolution of Galen's credit card debts.
12. Respondent owes Galen a refund of \$43,456.47 (\$48,284.97-\$4,828.50).

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### Conclusions of Law

By failing to provide any services of value for Rhonda and Galen , Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund the unearned fees to Rhonda and Galen, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

### Case No. 11-O-16920

### Facts

1. On October 13, 2009, David Hook ("Hook") employed Respondent to assist him with settling disputes with eight (8) credit card accounts that he maintained. The fee agreement specified that Respondent's fee, including the money needed to settle all the debts, would be 40% of Hook's total debt.
2. Between October 13, 2009, and July 2010, Hook paid Respondent a total of \$52,503.68 in fees.
3. At all times relevant to the stipulated facts herein, Respondent knowingly employed a resigned member of the State Bar to assist him with Hook's debt resolution matter.
4. At no time did Respondent serve written notice upon the State Bar of his employment of the resigned member.
5. At no time did Respondent serve written notice on Hook that a resigned member was assisting Respondent with Hook's debt resolution matter. Hook spoke with the resigned member on several occasions during Hook's employment of Respondent.
6. Respondent mailed checks to Hook's creditors totaling \$11,670. Each check bore a restrictive endorsement stating that depositing the check would constitute full satisfaction of the disputed debt.
7. In fact, the creditors applied the respective payments to the interest owed by Hook on the outstanding debt on the various accounts and did not consider Hook's debt satisfied.
8. Respondent did not perform any services of value for Hook, including, but not limited to, negotiating and obtaining a resolution of Hook's credit card debts.
9. Respondent owes Hook a refund of \$40,833.68 (\$52,308.68-\$11,670).

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### Conclusions of Law

By failing to perform any services of value for Hook, Respondent failed to perform competently in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to refund all of the unearned fee, Respondent failed to return an unearned fee in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to notify the State Bar that he was employing a resigned attorney to work on legal matters, Respondent employed a person that he knew had resigned from the State Bar without serving written notice of the employment on the State Bar, in wilful violation of rule 1-311(D) of the Rules of Professional Conduct.

By failing to serve written notice upon Hook that he employed a resigned attorney to perform work on his behalf, Respondent employed a person that he knew had resigned from the State Bar without serving written notice of the employment on his client on whose specific matter such person worked, in wilful violation of rule 1-311(D) of the Rules of Professional Conduct.

### **PENDING PROCEEDINGS.**

The disclosure date referred to on page 2, paragraph A(7), was October 14, 2011.

### **AGGRAVATING CIRCUMSTANCES.**

#### **1. Pattern of Misconduct.**

Respondent's clients employed him to assist them with settling their credit card disputes. Respondent performed no services of value for them and failed to refund unearned fees. Respondent's misconduct took place over at least a two and one-half year period. Respondent's misconduct involves a pattern of misconduct. (Std. 1.2(b)(ii).)

#### **2. Harm**

Respondent's pattern of misconduct caused harm to his clients. (Std. 1.2(b)(iv).)

### **MITIGATING CIRCUMSTANCES.**

#### **1. No Prior Record of Discipline**

Respondent has been a member of the State Bar since January 11, 1961, and has no prior record of discipline. Respondent had practiced approximately 47 years before he began committing the misconduct described herein. Respondent's approximately 47 years of discipline free-practice is entitled to great weight. (Std. 1.2(e)(i); see also, *In the Matter of McCarthy* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 364, 383 (40 years of discipline-free practice was a "strong mitigating factor").)

**2. Good Faith**

Respondent began attempting to assist clients with their credit card disputes in the Fall of 2008. At that time, he had a good faith belief that their credit card debts could be discharged by way of an accord and satisfaction. Respondent was able to help some people discharge their debts through an accord and satisfaction.

However, the credit card companies soon began to contest the accord and satisfaction method of resolution. As a result, Respondent has ceased representing people with their credit card disputes.

**3. Candor and Cooperation**

Respondent is entitled to mitigation for entering into this stipulation. (Std. 1.2(e)(v).)

**4. Remorse**

Respondent has demonstrated his remorse for his misconduct and recognized his wrongdoing by, among other things, agreeing to make restitution to the complainants herein. Respondent has also stopped attempting to resolve credit card disputes on behalf of clients. (Std. 1.2(e)(vii).)

**AUTHORITIES SUPPORTING DISCIPLINE.**

Standard 1.3 of the Standards for Attorney Sanctions for Professional Misconduct ("Standards") provides that the primary purpose of discipline is the protection of the public, the courts and legal profession; maintenance of high professional standards; and the preservation of public confidence in the legal profession.

Standard 2.4 provides that culpability of a member of willfully failing to perform services demonstrating the member's abandonment of cases in which he was retained shall result in disbarment.

In the case of *In re Ronald Robert Silverton*, (2005) 36 Cal.4th 81, 92, the Supreme Court held that Standards are entitled to great weight and the State Bar Court should follow their guidance whenever possible.

The parties submit that disbarment pursuant to, *inter alia*, Standard 2.4 is the appropriate discipline in this matter.

**STATE BAR ETHICS SCHOOL EXCLUSION.**

It is recommended that Respondent not be required to attend State Bar Ethics School because he is stipulating to disbarment.

**MULTISTATE PROFESSIONAL RESPONSIBILITY EXAMINATION EXCLUSION.**

It is recommended that Respondent not be required to take the Multistate Professional Responsibility Examination because he is stipulating to disbarment.

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**PENDING PROCEEDINGS.**

The disclosure date referred to on page 2, paragraph A(7) was December 2, 2011.

**COSTS OF DISCIPLINARY PROCEEDINGS.**

Respondent acknowledges that the Office of the Chief Trial Counsel has informed him that as of December 2, 2011, the prosecution costs in this matter are approximately \$34,017. The costs are to be paid in equal amounts prior to February 1 for the following three billing cycles following the effective date of the Supreme Court Order.

If Respondent fails to pay any installment within the time provided herein or as may be modified by the State Bar Court pursuant to section 6086.10, subdivision (c), the remaining balance of the costs is due and payable immediately and enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment unless relief has been granted under the Rules of Procedure of the State Bar of California. (Rules Proc. of State Bar, rule 286.)

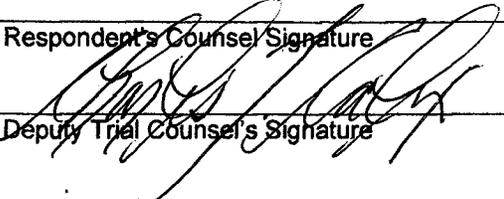
Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

(Do not write above this line.)

In the Matter of: Herbert Davis, No. 30870	Case number(s): 10-O-05162, 10-O-05690, 10-O-07716, 10-O-08296, 10-O-09368, 11-O-11328, 11-O-11706, 11-O-11717, 11-O-11975, 11-O-12673, 11-O-13257, 11-O-14200, 11-O-14331, 11-O-14656, 11-O-16058, 11-O-16060, 11-O-16102, 11-O-16104, 11-O-16106, 11-O-16188, 11-O-16249, 11-O-16674, 11-O-16681, 11-O-16682, 11-O-16742, 11-O-16744, 11-O-16749, 11-O-16822, 11-O-16828, 11-O-16869, 11-O-16870, 11-O-16871, 11-O-16872, 11-O-16919, 11-O-16920
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### SIGNATURE OF THE PARTIES

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

December <u>5</u> , 2011 Date	 Respondent's Signature	Herbert Davis Print Name
Date	Respondent's Counsel Signature	Print Name
December <u>15</u> , 2011 Date	 Deputy Trial Counsel's Signature	Charles T. Calix Print Name

(Do not write above this line.)

In the Matter of:  
HERBERT DAVIS  
State Bar No. 30870

Case Number(s):  
10-O-05162 et al.

### DISBARMENT ORDER

Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- All Hearing dates are vacated.

1. On page 5 of the stipulation, at the end of paragraph E(2) (Restitution), the following text is ADDED:

Any restitution to CSF is enforceable as provided in Business and Professions Code section 6140.5, subdivisions (c) and (d).

2. On page 6 of the stipulation, under the heading "Additional Requirements – Restitution," in the table listing respondent's restitution requirements, in the "Principal Amount" column for payee Rosanno DeLara, the following text is DELETED: "\$60,000.00 if paid by November 30, 2011; or \$75,000.00 if paid by February 28, 2012" and the amount "\$85,555.00" is INSERTED in its place to make clear that respondent is required to make restitution to DeLara (and to CSF if appropriate) in the principal sum of \$85,555.00 plus 10 percent interest per year from February 26, 2010.

3. On page 19 of the stipulation, at the end of paragraph number 2, the parenthetical "\$8,010 + \$2,000" is DELETED and the following parenthetical is INSERTED in its place: "\$2,654.50 plus \$8,010.00."

4. On page 26 of the stipulation, at the end of the first paragraph number 6, the amounts "\$33,185 (\$44,185-\$11,00)" are DELETED and the following amounts are INSERTED in their place: "\$33,145.00 (\$44,145.00 less \$11,000.00)."

5. On page 27 of the stipulation, at the end of paragraph number 6, the parenthetical "\$6,451.64-\$459" is DELETED and the following parenthetical is INSERTED in its place: "\$6,451.64 less \$595."

6. On page 32 of the stipulation, at the end of the first paragraph number 6, the following text is ADDED:

Nonetheless, respondent is required to make restitution to DeLara (and to CSF if appropriate) for the full \$85,555.00 (\$138,000.00 less \$52,445.00) in unearned fees. (See, e.g., Hippard v. State Bar (1989) 49 Cal.3d 1084, 1094; In the Matter of Katz (Review Dept. 1995) 3 Cal. State Bar Ct. Rptr. 430, 440 & fn. 5; In the Matter of Nees (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 459, 465.)

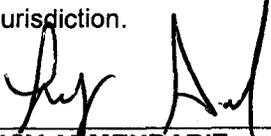
(Do not write above this line.)

7. On page 35 of the stipulation, at the end of paragraph number 9, the parenthetical “(\$52,308.68-\$11,670)” is DELETED and the following parenthetical is INSERTED in its place: “(\$52,503.68 less \$11,670.00).”

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 5.58(E) & (F), Rules of Procedure.) **The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 9.18(a), California Rules of Court.)**

Respondent Herbert Davis is ordered transferred to involuntary inactive status pursuant to Business and Professions Code section 6007, subdivision (c)(4). Respondent's inactive enrollment will be effective three (3) calendar days after this order is served by mail and will terminate upon the effective date of the Supreme Court's order imposing discipline herein, or as provided for by rule 5.111(D)(2) of the Rules of Procedure of the State Bar of California, or as otherwise ordered by the Supreme Court pursuant to its plenary jurisdiction.

Dec. 29, 2011  
Date

  
LUCY ARMENDARIZ  
Judge of the State Bar Court

**CERTIFICATE OF SERVICE**

[Rules Proc. of State Bar; Rule 5.27(B); Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, on December 29, 2011, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT

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

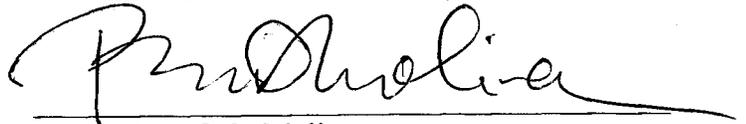
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at San Francisco, California, addressed as follows:

HERBERT DAVIS  
18653 VENTURA BLVD #335  
TARZANA, CA 91356 - 4514

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

ELI D. MORGENSTERN, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on December 29, 2011.



Bernadette C.O. Molina  
Case Administrator  
State Bar Court