

PUBLIC MATTER

FILED

1 STATE BAR OF CALIFORNIA
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AUG 18 2016

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

9 STATE BAR OF CALIFORNIA
10 HEARING DEPARTMENT – LOS ANGELES

11 In the Matter of:

CASE NO. 11-O-11758

12 VARTKES BOGHOS YEGHIAYAN,
13 State Bar No. 41773,

NOTICE OF DISCIPLINARY
CHARGES

14 A Member of the State Bar

15 **NOTICE—FAILURE TO RESPOND!**

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

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

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CASE NO. 11-O-11758

1 The State Bar of California alleges:

2 **JURISDICTION**

3 1. Vartkes Boghos Yeghiayan (“Respondent”) was admitted to the practice of law in
4 the State of California on January 24, 1968, was a member at all times pertinent to these charges
5 and is currently a member of the State Bar of California.

6 **COUNT ONE**

7 Case No. 11-O-11758

8 Business and Professions Code section 6068(d)

9 Rule of Professional Conduct 5-200

[Mislead a Judge]

10 **The Armenian Genocide Insurance Class Actions**

11 2. Respondent was counsel of record and co-lead counsel in class actions brought in
12 the United States District Court for the Central District of California, including: *Marootian, et al.*
13 *v. New York Life Insurance Company*, 99-cv-12073 (NYLIC class action); and *Kyurkjian, et al. v.*
14 *AXA, S.A., et al.*, 02-cv-1750; *Ouzounian, et al. v. AXA, S.A. et al.*, 05-cv-2596; (AXA class
15 actions).

16 3. The class actions were brought on behalf of heirs and descendants of persons who
17 had purchased life insurance policies that New York Life Insurance Company and AXA, S.A. had
18 sold throughout the Ottoman Empire and who had been killed during the Armenian Genocide of
19 1915-1918.

20 4. Respondent’s wife and a lawyer practicing in his office, Rita Madessian, was also
21 counsel of record in some of those cases, specifically *Kyurkjian, et al. v. AXA, S.A., et al.*, 02-cv-
22 1750.

23 5. Those class actions were all assigned to the Honorable Christine A. Snyder,
24 District Judge. *

25 **The New York Life Insurance Action Settlement**

26 6. On July 30, 2004 (the court’s preliminary approval) and January 10, 2005 (the
27 court’s final order and judgment), the NYLIC class action settled for \$20 million. The district
28 court entered an order and judgment approving the settlement according to its terms. Respondent,

1 as co-lead counsel, was responsible to carry out the terms of the court's order and judgment
2 approving the settlement.

3 7. The NYLIC class action settlement agreement created, *inter alia*, an "Unclaimed
4 Benefits Fund," with \$3,000,000 and nine specific, designated beneficiaries.

5 8. The settlement agreement further provided that, in addition, any amounts
6 remaining in either the settlement's Claim Fund (for payment of claims) or its Administrative
7 Fund (for payment of administration expenses), after payment of all class members' claims and
8 all administrative expenses, would pour over into the Unclaimed Benefits Fund for distribution to
9 charitable organizations that class counsel should recommend to the district court.

10 9. The criteria for class counsel's selection of such organizations were: "only those
11 charitable organizations whose activities advance the charitable interests of the Armenian
12 community and [which] will use the distribution solely for such purposes."

13 **Center for Armenian Remembrance**

14 10. Three months after the court approved the NYLIC class action settlement, on
15 March 9, 2005, Respondent, alone or together with his wife, a lawyer practicing in his offices,
16 Rita Mahdessian, established the Center for Armenian Remembrance (CAR), a California non-
17 profit, public corporation.

18 11. Rita Mahdessian was variously CAR's executive director, its agent for service of
19 process and the custodian of its records. CAR's physical address was the address of Respondent's
20 and Mahdessian's law firm, 535 N. Brand Blvd., Suite 270, Glendale, California.

21 12. Respondent hired Arthur Charchian, who served as CAR's executive director in
22 2007, and worked in CAR's offices within the offices of Respondent's law firm. Arthur
23 Charchian is the brother of Benjamin Charchian, then a lawyer-employee of Respondent's law
24 firm.

25 13. On November 14, 2006, Rita Mahdessian opened a bank checking account in
26 CAR's name at Wells Fargo Bank, Account No. 336-7102229, listing herself as one of two
27 primary owners/key individuals, and also an authorized signer on the account. The address on the
28 account for CAR was 535 N. Brand Blvd., Suite 270, Glendale, California, Respondent's and

1 Mahdessian's law firm's address.

2 14. On November 14, 2007, Rita Mahdessian also opened a bank savings account
3 savings account in CAR's name at Wells Fargo Bank, Account No. 696-2270432, listing herself
4 as one of two primary owners/key individuals, and also an authorized signer on the account. The
5 address on the account for CAR was 535 N. Brand Blvd., Suite 270, Glendale, California,
6 Respondent's and Mahdessian's law firm's address.

7 15. In a document Respondent filed on July 12, 2007, in *Marootian, et al v. New York*
8 *Life Insurance Company*, 99-cv-12073, Respondent represented to the district court that CAR
9 qualified as a charitable organization eligible to receive a \$200,000 distribution from the "pour
10 over" amounts of the Unclaimed Benefits Fund in accordance with the NYLIC class action
11 settlement agreement, and he sought an order from the district court approving that \$200,000
12 payment. Based on Respondent's representations, the court issued an order that enabled
13 Respondent to transfer those settlement funds to CAR.

14 16. Respondent deliberately and willfully withheld from the district court, and thus
15 misrepresented, the facts that Respondent and his wife, Rita Mahdessian, had caused CAR to
16 come into existence in California on March 9, 2005, only three months after the court had
17 approved the NYLIC class action settlement; that Rita Mahdessian was its executive director,
18 agent for service of process and custodian of its records; that CAR's physical address was the
19 address of Respondent's and Mahdessian's law firm, 535 N. Brand Blvd., Suite 270, Glendale,
20 California; that on November 14, 2006, Rita Mahdessian had opened a checking account at Wells
21 Fargo Bank, Account No. 336-7102229, listing herself as one of two primary owners/key
22 individuals, and also an authorized signed on the account; and that the address on the bank
23 account for CAR was 535 N. Brand Blvd., Suite 270, Glendale, California, Respondent's law
24 firm's address; that Rita Mahdessian had control of CAR's checking and savings account; that
25 Respondent had hired Arthur Charchian, the brother of Respondent's lawyer-employee, Benjamin
26 Charchian, as CAR's executive director; that Respondent could exercise such direction and
27 control over Arthur Charchian that he could direct Mr. Charchian to endorse the \$200,000
28 NYLIC class action settlement check for deposit into CAR's bank account.

1 17. At the time Respondent obtained the \$200,000 settlement funds for CAR,
2 Respondent also knew and deliberately and willfully failed to disclose to the district court that
3 CAR had no demonstrated record of engaging in activities for the sole purpose of advancing the
4 charitable interest of the Armenian community.

5 **The Payment to CAR and Disappearance of the Funds**

6 18. On August 29, 2007, Respondent caused the \$200,000 NYLIC class action
7 settlement payment to be deposited into CAR's checking account at Wells Fargo Bank, Account
8 No. 336-7102229. On August 28, 2007, immediately before the \$200,000 deposit, the checking
9 account had a balance of \$156.80.

10 19. On August 30, 2007, \$165,000 was withdrawn from CAR's Wells Fargo checking
11 account; \$65,000 of those funds went into CAR's Wells Fargo savings account; \$100,000 of
12 those funds went elsewhere. At the time only Rita Mahdessian, Respondent's wife, and Arthur
13 Charchian had signature authority on the two Wells Fargo accounts. Mr. Charchian did not
14 withdraw the \$165,000 or make the \$65,000 deposit.

15 20. The State Bar served a document subpoena on Rita Mahdessian in her capacity as
16 CAR's executive director and custodian of its records (as shown, for example, on CAR's federal
17 tax returns, Form 990, for 2009-2012), seeking financial records. Ms. Mahdessian has declared
18 under oath, now twice, that CAR has no general ledgers; no check books; and no income
19 statements or balance sheets for 2007-2011; and no federal tax returns (Form 990) for 2007, 2008
20 or 2009.

21 21. The \$65,000 deposited in the CAR savings account at Wells Fargo Bank on
22 August 30, 2007 was gone by January 2008 when the account had a balance of only \$.22. During
23 that period only Rita Mahdessian, Respondent's wife, and Arthur Charchian had signature
24 authority on the Wells Fargo accounts. Mr. Charchian did not withdraw the \$65,000, or any of it,
25 from the CAR savings account.

26 **AXA Class Action Settlement**

27 22. On May 15, 2006, the district court approved the AXA class action settlement (the
28 court's final order and judgment).

1 23. The AXA \$17,500,000 settlement was divided among a Claims Fund
2 (\$11,350,000), a Community Fund (\$3 million), and a Cost Fund (\$3,150,000)—the latter to
3 implement the settlement and pay attorneys fees and costs.

4 24. Any part of the Cost Fund remaining after payment of expenses and attorneys fees,
5 costs and expenses was to be added to the Community Fund and distributed as Community Fund
6 proceeds.

7 25. The Community Fund “shall be contributed to a charitable foundation, *based in*
8 *France* and approved by AXA, S.A., whose activities advance the interests of the Armenian
9 community ... for the benefit of the needy, or for educational purposes, and not for political
10 purposes.”

11 26. The court designated Respondent, as one of the lead counsel on the case, to
12 administer the settlement funds; Respondent created the Vartkes Yeghiayan AXA Trust account
13 (AXA Trust Account).

14 27. On June 11, 2008, Respondent, alone or with his wife, Rita Mahdessian, caused,
15 according to representations to Wells Fargo Bank, Articles of Incorporation to be filed in
16 California for *Conservatoire de la Memoire Armenienne* (CMA), with the business address of 535
17 N. Brand Blvd., Suite 270, Glendale California, Respondent’s and Mahdessian’s law firm’s
18 address.

19 28. On June 12, 2008, Rita Mahdessian opened bank accounts at Wells Fargo Bank for
20 CMA (including account no. 634\9500162), listing herself as one of two primary owners/key
21 individuals for the business, and also an authorized signer on the account.

22 29. In a document Respondent filed in *Kyurkjian, et al. v. AXA, S.A., et al.*, 02-cv-1750
23 on March 12, 2010, Respondent represented to the district court that *Conservatoire Memoire*
24 *Armenienne* (CMA) was an organization entitled, according to the AXA class action settlement
25 agreement, to receive a \$300,000 distribution from the Community Fund. Based on this
26 representation, the court authorized Respondent to transfer \$300,000 of settlement funds to CMA.

27 30. Respondent deliberately and willfully withheld from the district court, and thus
28 misrepresented, the facts that, on June 11, 2008, Respondent, alone or with his wife, Rita

1 Mahdessian, caused, according to representations to Wells Fargo Bank, Articles of Incorporation
2 to be filed in California for *Conservatoire de la Memoire Armenienne* , with the business address
3 of 535 N. Brand Blvd., Suite 270, Glendale California, Respondent's and Mahdessian's law
4 firm's address; that on June 12, 2008, Rita Mahdessian opened bank accounts at Wells Fargo
5 Bank for CMA (including account no. 634\9500162), listing herself as one of two primary
6 owners/key individuals for the business and also an authorized signer on the account; that Rita
7 Mahdessian had control of CMA's checking account; that CMA was inextricably linked with
8 CAR, the other entity that Respondent and his wife controlled and to which Respondent had
9 caused the district court to approve a \$200,000 distribution.

10 31. On October 26, 2010, in *Kyurkjian, et al. v. AXA, S. A., et al.* 02-cv-1750 and
11 *Ouzounian, et al. v. AXA S. A., et al.*, 05-cv-0296, Respondent represented to the district court
12 that, between March 24, 2010 and September 30, 2010, he had made charitable distributions, in
13 accord with the AXA class action settlement agreement, from the AXA Community Fund, to
14 some of the following:

- 15 (a) \$90,000 to CAR;
- 16 (b) \$100,000 to Loyola Law School;
- 17 (c) \$75,000 to *Instituto Per Le Opere Di Religione* (Vatican Bank);
- 18 (d) \$75,000 to CAM.

19 32. Respondent deliberately and willfully withheld from the district court, and thus
20 misrepresented, the facts that, on April 6, 2010, he had transferred to CAR \$125,000 from the
21 AXA Trust Account; that on May 5, 2010, he had transferred another \$20,000 to CAR from the
22 AXA Trust Account; that between June 9 and July 9, 2010, he had transferred another \$85,000 to
23 CAR from the AXA Trust Account; that, on August 12, 2010, he had transferred another \$50,000
24 to CAR from the AXA Trust Account; that, on August 23, 2010, he had transferred another
25 \$40,000 to CAR from the AXA Trust Account.

26 33. Respondent also deliberately and willfully withheld from the district court, and
27 thus misrepresented, the facts that, on April 13 and September 24 and October 3, 2010, he had
28 transferred \$31,000 to his law firm's bank account from the AXA Trust Account.

1 34. Respondent deliberately and willfully withheld from, and thus misrepresented to
2 the district court, that, between April 6, 2010 and August 23, 2010, he had transferred \$320,000
3 from the AXA Trust Account to CAR, not merely the \$90,000 he represented to the court in the
4 document he filed on October 26, 2010, as well as an additional \$31,000 to his law firm's bank
5 account.

6 35. Respondent deliberately and willfully withheld from, and thus misrepresented to
7 the district court, that, between April, 2010 and September 26, 2010 (the date of his
8 representations to the court), while he was transferring \$320,000 from the AXA Trust Account to
9 CAR, Rita Mahdessian, caused CAR to pay \$199,000 to Respondent personally or to their law
10 firm and, in addition caused CAR to pay \$11,000 to Loyola Law School toward the first year law
11 school tuition for their two children, Armen Yeghiayan and Tamar Yeghiayan, and to pay another
12 \$10,000 to Tamar Yeghiayan—thus, \$220,000 was paid from CAR to Respondent, their law firm,
13 or for his family's benefit between April 2010 and September 26, 2010, in addition to another
14 \$31,000 transferred directly to their law firm bank account from Respondent's AXA Trust
15 Account, for a total in excess of \$250,000.

16 36. Respondent also deliberately and willfully withheld from, and thus misrepresented
17 to the district court, that between January 1, 2009 and April 2010, Respondent's wife, Rita
18 Mahdessian, had caused CAR to pay an additional \$26,500 to Respondent, to herself or to their
19 law firm and another \$30,000 to their daughter, Tamar Yeghiayan—for a total of another \$56,500
20 before the transfers from the AXA Trust Fund began.

21 37. Respondent deliberately and willfully withheld from, and thus misrepresented to
22 the district court, that the four organizations—CAR; Loyola Law School; Vatican Bank; or
23 CAM—did not qualify, in accord with the AXA settlement agreement, as proper beneficiaries for
24 charitable distributions from the AXA Community Fund.

25 38. Respondent further deliberately and willfully withheld from, and thus
26 misrepresented to the district court, that Respondent's law firm, Yeghiayan Law Corp., was an
27 "interested person" in relation to CAR, and that CAR had an outstanding loan(s) from
28 Respondent's law firm—not, however, reduced to any written agreement; that Respondent's law

1 firm, Yeghiayanh Law Corp., was an “interested person” in relation to CAR and that his law firm
2 had received claimed reimbursement from CAR for staff and office space, which Respondent
3 claimed his law firm had provided to CAR—even as Respondent was seeking district court
4 approval for distribution of AXA settlement funds to CAR; and that he and his wife had the other
5 relationships with CAR and CAM, as set forth above.

6 39. By seeking to mislead Judge Snyder in the NYLIC and AXA litigation by
7 misrepresenting that CAR and CMA would satisfy the intended charitable purposes of the court’s
8 order; by failing to disclose the true amount of the funds withdrawn from the AXA trust account;
9 and by failing to disclose full information regarding CAR and CMA and their use of NYLIC and
10 AXA settlement funds in relation to Respondent, Respondent’s law firm and Respondent’s family
11 members and employees, Respondent willfully violated Business and Professions Code section
12 6068(d) and Rules of Professional Conduct, rule 5-200.

13 **COUNT TWO**

14 Violation of Rule of Professional Conduct 4-100(A)
15 [Misappropriation of Entrusted Funds]

16 40. The State Bar incorporates by this reference paragraphs 1; 2 through 8; 10 through
17 15; and 22 through 29, as set forth above.

18 41. On August 27, 2007, a check in the amount of \$200,000 payable to the order of
19 CAR, check no. 1008, was drawn on the account of the Armenian Insurance Settlement Fund,
20 Pacific Western Bank, Account No. 122238200.

21 42. Respondent then instructed Arthur Charchian, CAR’s executive director at that
22 time, who worked in CAR’S offices within the offices of Respondent’s law firm, to endorse the
23 \$200,000 check for deposit into CAR’s bank account at Wells Fargo Bank.

24 43. Thus, on August 29, 2007, Respondent had caused the \$200,000 NYLIC
25 settlement payment to be deposited into CAR’s checking account at Wells Fargo Bank, Account
26 No. 336-7102229. On August 28, 2007, immediately before the \$200,000 deposit, the checking
27 account had a balance of \$156.80.

28 44. On August 30, 2007, \$165,000 was withdrawn from CAR’s Wells Fargo checking

1 account; \$65,000 of those funds was deposited into CAR's Wells Fargo savings account;
 2 \$100,000 of those funds went elsewhere. At the time only Rita Mahdessian, Respondent's wife
 3 and a lawyer practicing in his office, and Arthur Charchian had signature authority on the Wells
 4 Fargo accounts. Mr. Charchian did not withdraw the \$165,000 or deposit the \$65,000.

5 45. The \$65,000 deposited in the CAR savings account at Wells Fargo Bank on
 6 August 30, 2007 was gone by January 2008 when the account had a balance of only \$.22. During
 7 that period only Rita Mahdessian, Respondent's wife, and Arthur Charchian had signature
 8 authority on the Wells Fargo accounts. Mr. Charchian did not withdraw the \$65,000, or any of it,
 9 from the CAR savings account.

10 **Payments from CAR Bank Account and AXA Trust Account in 2009 and 2010**

11 46. Between **January 1, 2009 and December 31, 2009**, Respondent's wife and a
 12 lawyer practicing in his firm, Rita Mahdessian, paid \$70,000 from the CAR Wells Fargo Bank
 13 account, as follows:

	DATE	CHECK NO.	AMOUNT	PAYEE
15	a. 1/16	2121	\$4,000	Vartkes Yeghiayan, "Repayment of Loan"
16	b. 2/5	2127	\$10,000	Law Offices of Vartkes Yeghiayan
17	c. 3/31	2139	\$2,000	Cash
18	d. 7/27	2164	\$5,000	Vartkes Yeghiayan
19	e. 10/20	2173	\$2,000	Rita Mahdessian
20	f. 10/20	2174	\$1,000	Rita Mahdessian
21	g. 10/30		\$30,000	Tamar Yeghiayan (daughter) "Sharebuilder transfer 0002167283"
	h. 11/05	2176	\$1,000	Vartkes Yeghiayan
	i. 11/12	2178	\$1,500	Rita Mahdessian

22 Between **January 1, 2010 and December 31, 2010**, Respondent transferred \$240,000
 23 from the "Vartkes Yeghiayan AXA Trust" (AXA Trust Account) into the CAR Wells Fargo Bank
 24 account and Rita Mahdessian paid \$237,369.98 out of the CAR Wells Fargo Bank account.

25 Respondent deposited \$125,000 into the CAR bank account on April 6, 2010 by wire
 26 transfer from the JPMorganChase account, "Vartkes Yeghiayan AXA Trust." Rita Mahdessian
 27 caused CAR to pay out:

	DATE	CHECK NO.	AMOUNT	PAYEE
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j.	4/6	2185	\$10,000	Dr. Vicken Manjiken "Return Loan"
k.	4/6	2186	\$80,000	Law Offices of Vartkes Yeghiayan
l.	4/8	2187	\$800	Friends of UCLA
m.	4/12	2190	\$5,000	Tamar Yeghiayan
n.	4/13	2192	\$5,000	Law Offices of Vartkes Yeghiayan

Respondent deposited \$20,000 into the CAR bank account on May 5 from the AXA Trust Account. Rita Mahdessian caused CAR to pay out:

	DATE	CHECK NO.	AMOUNT	PAYEE
o.	5/17	2207	\$2,000	Yeghiayan Law Firm
p.	5/24	2209	\$5,000	Yeghiayan Law Firm

Respondent deposited \$10,000 on June 9, \$50,000 on July 6 and \$25,000 on July 9 into the CAR bank account from the AXA Trust Account. Rita Mahdessian caused CAR to pay out:

	DATE	CHECK NO.	AMOUNT	PAYEE
q.	7/12	2224	\$5,000	Yeghiayan Law Firm
r.	7/16	2225	\$4,000	Yeghiayan Law Firm
s.	7/21	2227	\$4,000	Yeghiayan Law Firm

Respondent deposited \$50,000 on August 12 and \$40,000 on August 23 into the CAR bank account from the AXA Trust Account. Rita Mahdessian caused CAR to pay out:

	DATE	CHECK NO.	AMOUNT	PAYEE
t.	8/6	2228	\$7,000	Yeghiayan Law Corp.
u.	8/10	2231	\$7,500	Yeghiayan Law Corp.
v.	8/16	2240	\$5,500	Loyola Law School ¹
w.	8/16	2241	\$5,500	Loyola Law School
x.	8/23	2242	\$5,000	Tamar Yeghiayan
y.	9/14	2248	\$69.98	Vartkes Yeghiayan
z.	9/17	2250	\$7,000	Yeghiayan Law Firm
aa.	9/20	2251	\$5,000	Yeghiayan Law Firm
bb.	11/24	2261	\$4000	Yeghiayan Law Firm

Respondent deposited \$10,000 on December 3, 2010 into the CAR bank account from the AXA Trust Account. Rita Mahdessian caused CAR to pay out:

	DATE	CHECK NO.	AMOUNT	PAYEE
cc.	12/3	2264	\$10,000	Yeghiayan Law Firm

¹ The payments to Loyola Law School were for tuition for Respondent's children, Tamar and Armen Yeghiayan, students in their first year at the law school. The memo portion of the checks identified them by their student identification numbers: 7073988 (Armen Yeghiayan) and 7324939 (Tamar Yeghiayan). Rita Mahdessian signed both checks.

1 Mahdessian, California State Bar membership number 141901, Respondent assisted Mahdessian
2 in such conduct by enabling her to access funds entrusted to Respondent which were thereafter
3 used for improper expenditures as described above.

4 53. By enabling Rita Mahdessian to have access to funds entrusted to Respondent for
5 other purposes, Respondent knowingly assisted, solicited and induced State Bar member Rita
6 Mahdessian in her violations of the rules of Professional Conduct and the State Bar Act.

7 **NOTICE—INACTIVE ENROLLMENT!**

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

15 **NOTICE—COST ASSESSMENT!**

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

20 Dated: August 17, 2016

21 Respectfully submitted,

22 STATE BAR OF CALIFORNIA

23 
24 Edward J. McIntyre
25 Special Deputy Trial Counsel

PROOF OF SERVICE BY MAIL
C.C.P. 1013a

I declare that I am a resident of or employed in the County of San Diego, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is 750 B Street, Suite 2100, San Diego, CA 92101

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

On August 17, 2016, I served the Notice of Disciplinary Charges in Case No. 11-O-11758

on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at San Diego, CA, California addressed as follows:

By Registered Mail, Return Receipt Requested
Kevin P. Gerry, 711 Soledad Street, Santa Barbara, CA CA 93103
Attorney for Respondent Vartkes Yeghiayan

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on August 17, 2016, at San Diego, CA, California.

Edward J. McIntyre

(Type or print name)


(Signature)