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STATE BAR COURT
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PUBLIC MATTER

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of: LAWRENCE DERAK DUIGNAN, No. 110536, A Member of the State Bar.	Case Nos. 11-O-11990. 11-O-12116, 11-O-12118,11-O-13628, 11-O-14393 AMENDED NOTICE OF DISCIPLINARY CHARGES

NOTICE - FAILURE TO RESPOND!

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

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

The State Bar of California alleges:

JURISDICTION

1. Lawrence Derak Duignan ("Respondent") was admitted to the practice of law in the State of California on December 12, 1983, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

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COUNT ONE

Case No. 11-O-11990
Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

2. Respondent willfully violated Rules of Professional Conduct, rule 3-110(A), by intentionally, recklessly, or repeatedly failing to perform legal services with competence, as follows:

3. On or about September 21, 2010, Lauree Godwin ("Godwin") employed Respondent and his law firm, Property Law Group ("PLG"), to provide legal services related to her three real estate properties – her primary residence in Whittier and her two rental properties in Anaheim and Fountain Valley. At or about the time Godwin employed PLG, the firm was aware that Godwin's Whittier and Anaheim residences were in foreclosure with scheduled sale dates and the Fountain Valley residence was facing foreclosure.

4. In or about September 2010, Godwin was in discussions with her lender regarding a repayment plan to postpone foreclosure of the Fountain Valley residence. On or about September 30, 2010, Godwin received an email from the lender asking her when she would like to start the repayment plan. On the same day, Godwin forwarded the email to PLG asking how to respond. On or about September 30, 2010, a PLG employee told Godwin that this matter was for Respondent. Thereafter, Respondent failed to contact the lender or Godwin regarding the Fountain Valley residence.

5. On or about October 6, 2010, Godwin paid PLG $3,500 in advance attorney's fees for the legal work related to her residences. On or about October 21, 2010, Godwin paid PLG an additional $1,000 in advance attorney's fees.

6. On or about November 3, 2010, Godwin sent a fax to PLG non-attorney employee Heike Ruppert ("Ruppert") requesting the status of her matters. In the fax to Ruppert, Godwin noted that the foreclosure sale of the Anaheim property was still pending and also asked that the lender on the Whittier be contacted immediately about a possible lawsuit. PLG received the fax from Godwin but Godwin did not receive a response.

7. On or about November 4, 2010, Godwin sent an urgent fax to Ruppert stating that the

Anaheim property was set for a foreclosure sale the next day, and the lender needed to be contacted to stop the foreclosure. Thereafter, neither Respondent nor anyone else from PLG contacted the lender regarding the Anaheim property. On or about December 7, 2010, Godwin's Anaheim property was sold in foreclosure.

8. On or about November 16, 2010, PLG submitted a third party authorization signed by Godwin to First Horizon Loans, the lender on the Whittier property. On or about December 7, 2010, PLG requested loan documents from First Horizon Loans, which the lender provided. Thereafter, Respondent and PLG provided no other services regarding the Whittier property.

9. On or about December 17, 2010, Godwin spoke to Ruppert and asked her to file a lawsuit regarding the Whittier property. Thereafter, PLG took no action on the Whittier property.

10. On or about January 24, 2011, Godwin faxed a letter to Respondent and PLG employee, Robert Ainslie ("Ainslie"), regarding the lack of communication and lack of performance on her matters. In the January 24, 2011 letter, Godwin told Respondent and Ainslie that she wanted her files. Respondent received the letter but did not timely provide the files to Godwin.

11. On or about January 25, 2011, Godwin faxed an urgent letter to Respondent, Ainslie and Ruppert asking them to stop the sale of her Whittier property immediately. Respondent and his staff received the January 25, 2011 letter from Godwin but did not contact the lender. In or about January 2011, the lender sold Godwin's Whittier property in foreclosure.

12. On or about February 24, 2011, Godwin met with Respondent for the first time and requested the return of her file and a full refund.

13. By not taking any legal action on Godwin's behalf regarding three real estate properties, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence.

COUNT TWO

Case No. 11-O-11990
Rules of Professional Conduct, rule 3-700(D)(1)
[Failure to Release File]

14. Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(1), by failing to release promptly, upon termination of employment, to the client, at the request of the client, all

the client papers and property, as follows:

15. The allegations contained in Count One are incorporated herein by reference.

16. In or about February 2011, Respondent returned some documents to Godwin related to her Anaheim property but did not return her tax documents or the files related to the Whittier and Fountain Valley properties.

17. By not returning all of her original documents and by not returning all of her client files to Godwin, Respondent failed to release promptly, upon termination of employment, to the client, at the request of the client, all the client papers and property.

COUNT THREE

Case No. 11-O-11990
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

18. Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

19. The allegations contained in Count One are incorporated herein by reference.

20. Respondent did not provide any legal services of value to Godwin. Respondent did not earn any of the advanced fees paid by Godwin. To date, Respondent has not refunded any of the fees paid by Godwin.

21. By not refunding any of the fees paid by Godwin, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT FOUR

Case No. 11-O-12116
Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

22. Respondent willfully violated Rules of Professional Conduct, rule 3-110(A), by intentionally, recklessly, or repeatedly failing to perform legal services with competence, as follows:

23. As of on or about April 20, 2010, the home belonging to Charles R. Jordan and Frances Jordan (the "Jordans") had been placed in foreclosure and listed for sale.

24. On or about April 26, 2010, the Jordans employed Respondent to represent them after

they were locked out of their home by their mortgage lender. According to the retainer agreement, Respondent would evaluate their legal options for a fee of $1,150. On or about April 26, 2010, the Jordans paid the $1,150 fee and provided documents to Respondent for his review.

25. On or about April 30, 2010, Respondent notified the Jordans' lender, Cal-Vet, that he was representing the Jordans. In or about June 2010, Respondent obtained a copy of the Jordans' home loan file from Cal-Vet. On or about June 30, 2010, Respondent's employee had a conversation with Cal-Vet regarding the Jordans' deed. Thereafter, Respondent and his office had no further contact with Cal-Vet.

26. On or about August 13, 2010, Charles Jordan signed a second retainer agreement to employ Respondent for legal services involving any foreclosure legal action or defense and agreed to pay $500 a month in additional attorney's fees. On or about August 13, 2010, the Jordans paid $500 for legal services.

27. In or about January 2011, Charles Jordan learned that his home had been sold. As of in or about January 2011, Respondent had not taken any legal action on the Jordans' behalf.

28. In or about April 2011, Respondent informed the Jordans by letter that he was withdrawing from any further representation the Jordans because of his law firm's present workload. At the time he terminated the attorney-client relationship, Respondent did not provide the Jordans with their file or refund any attorney's fees.

29. By not advising the Jordans of their legal options or taking any legal action on their behalf to contest the foreclosure of their home, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence.

COUNT FIVE

Case No. 11-O-12116
Rules of Professional Conduct, rule 3-700(D)(1)
[Failure to Release File]

30. Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(1), by failing to release promptly, upon termination of employment, to the client, at the request of the client, all the client papers and property, as follows:

31. The allegations contained in Count Four are incorporated herein by reference.

32. On or about June 29, 2010, Charles Jordan sent a letter to Respondent's office asking Respondent to return the original documents the Jordans. Respondent received the letter but did not return any documents to the Jordans.

33. By not returning their original documents or any part of their client file to the Jordans, Respondent failed to release promptly, upon termination of employment, to the client, at the request of the client, all the client papers and property.

COUNT SIX

Case No. 11-O-12116
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

34. Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

35. The allegations contained in Count Four are incorporated herein by reference.

36. Respondent did not provide any legal services of value to the Jordans. Respondent did not earn any of the advanced fees paid by the Jordans. To date, Respondent has not refunded any of the fees paid by the Jordans.

37. By not refunding any of the attorney's fees paid by the Jordans, Respondent failed to Refund promptly any part of a fee paid in advance that has not been earned.

COUNT SEVEN

Case No. 11-O-12118
Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

38. Respondent willfully violated Rules of Professional Conduct, rule 3-110(A), by intentionally, recklessly, or repeatedly failing to perform legal services with competence, as follows:

39. On or about March 4, 2010, Sadie Karimi ("Karimi") employed Respondent to represent her in an action to contest the foreclosure of her condominium. On or about March 4, 2010, Karimi paid Respondent $1,150 in advanced attorney's fees for his legal services.

40. On or about March 22, 2010, Respondent filed a civil action on Karimi's behalf against her mortgage lender, Mission Federal Credit Union, in San Diego County Superior Court, case

no. 37-2010-00088140-CU-OR-CTL (the "Karimi action"). On that same date, Respondent filed an ex parte application for a court order enjoining the trustee's sale of Karimi's property. Respondent's associate appeared to argue the application. The court denied the application.

41. On or about June 21, 2010, counsel for the defendant in the Karimi action filed a demurrer to the complaint. On or about September 3, 2010, Respondent filed a notice of non-opposition to the demurrer and notice of intent to file an amended complaint. On or about September 13, 2010, Respondent filed a first amended complaint in the Karimi action but failed to serve defense counsel, who discovered the filing upon her own investigation.

42. On or about November 22, 2010, counsel for the defendant in the Karimi action properly served Respondent with written discovery requests. Respondent received the discovery requests but did not inform Karimi and did not respond to the discovery requests.

43. On or about December 7, 2010, defendant filed an ex parte application to continue the trial date. On or about December 7, 2010, Respondent was given notice of the December 8, 2010 hearing on the ex parte application but did not oppose the request. No one appeared on Karimi's behalf at December 8, 2010 hearing. At that time, the court set the trial date in the Karimi action for March 18, 2011. On or about December 9, 2010, the court properly served Respondent with notice of the new court dates.

44. On or about December 14, 2010, counsel for the defendant in the Karimi action filed a demurrer to the first amended complaint to be heard on or about January 7, 2011 and properly served with the demurrer and notice of hearing Respondent by mail. Respondent received notice but did not file any opposition.

45. On or about January 7, 2011, no attorney appeared on Karimi's behalf at the hearing on the demurrer, and the court sustained the demurrer as to six of the eleven counts. The court gave Karimi ten days to file and serve an amended complaint. Counsel for defendant in the Karimi action properly served notice of the ruling on Respondent by mail. Respondent received the notice of ruling but did not file a second amended complaint in the Karimi action.

46. In or about January 2011, Respondent contacted Karimi by telephone and requested an additional $500 so that he could make a court appearance in the Karimi action. On or about

COUNT EIGHT

Case No. 11-O-12118
Business and Professions Code, section 6068(m)
[Failure to Respond to Client Inquiries]

53. Respondent willfully violated Business and Professions Code, section 6068(m), by failing to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services, as follows:

54. The allegations contained in Count Seven are incorporated herein by reference.

55. In or about February 2011 and in or about March 2011, Karimi and her husband, Cameron Moshtaghi, telephoned Respondent's office on multiple occasions and left messages seeking the status of the Karimi action. Respondent received the messages but did not return the calls.

56. By not responding to Karimi's telephone calls or otherwise provide Karimi with the status of her case, Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services.

COUNT NINE

Case No. 11-O-12118
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

57. Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

58. The allegations contained in Count Seven are incorporated herein by reference.

59. Respondent did not earn the $500 paid to him in January 2011 to make a court Appearance in the Karimi action. To date Respondent has not refunded the $500 to Karimi.

60. By not refunding the $500 to Karimi, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT TEN

Case No. 11-O-13628
Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform With Competence]

61. Respondent willfully violated Rules of Professional Conduct, rule 3-110(A), by

intentionally, recklessly, or repeatedly failing to perform with competence, as follows:

62. On or about May 25, 2010, Zenaida Cartagena ("Cartegena") went to Respondent's law firm, Property Law Group ("PLG") to meet with Respondent regarding her two rental properties in Nevada. Instead, she met with non-attorney Robert Ainslie ("Ainslie") whose business card identified him as the Chief Operating Office of PLG. Ainslie told Cartagena that a loan expert would review her loan documents.

63. On or about May 25, 2010, Cartagena signed Respondent's retainer agreement and paid $500 in advanced attorney's fees. According to the retainer agreement, the $500 would cover general legal counsel, document review regarding settling the legal issues/disputes regarding Cartagena's property.

64. A few days later, Cartagena received a call from a PLG employee who told her that her loan documentation had been reviewed by loan experts, who noted several issues that could result in a potential lawsuit against the lenders. Cartagena was directed to Respondent's Carlsbad office if she was interested in pursuing a lawsuit.

65. On or about June 15, 2010, Cartagena signed a second retainer agreement with PLG that covered representing Cartagena in a lender-liability action.

66. On or about June 15, 2010, Cartagena paid an additional $1,800 in advanced attorney's fees to PLG and signed a release authorization. The PLG staff advised her that it would take two months to gather all the documents and correspondence. When that was complete, a lawyer would discuss the course of action with her.

67. On or about June 25, 2010, Cartagena met with PLG employee Janet Espinoza and associate attorney Sanjeev Dave ("Dave") who questioned her about the Nevada properties. Dave told her that the case would be difficult because PLG attorneys were only licensed in California. Thereafter, Cartagena did not hear from Dave.

68. From in or about June 2010 through in or about August 2010, Cartagena made several calls to PLG requesting updates on her matter, and in or about August 2010 was able to speak to PLG employee Veronica Aragon ("Aragon"). Aragon told Cartagena that she was waiting for the lender to respond before the case could go forward.

69. Thereafter, Cartagena left several messages with Aragon requesting updates, but her calls were not returned.

70. On or about November 17, 2010, Cartagena arrived for a scheduled meeting with Respondent, who did not appear. Instead, PLG non-attorney employees, Aragon and Heike Ruppert ("Ruppert"), appeared stating Respondent was unavailable. During the meeting, Ruppert told Cartagena that she would contact Cartagena the next week regarding hiring local counsel in Nevada. Cartagena inquired as to why this had not been done sooner but did not get a response.

71. On or about January 20, 2011, after three months of attempting to contact him, Cartagena met with Respondent. Cartagena told Respondent that she had expected him to provide information regarding her case, but Respondent did not respond and left the meeting.

72. As of on or about March 25, 2011, Respondent had not performed legal services on Cartagena's behalf.

73. By not performing any legal services for Cartagena, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence

COUNT ELEVEN

Case No. 11-O-13628
Business and Professions Code, section 6068(m)
[Failure to Respond to Client Inquiries]

74. Respondent willfully violated Business and Professions Code, section 6068(m), by failing to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to perform legal services, as follows:

75. The allegations contained in Count Eleven are incorporated herein by reference.

76. Between on or about January 20, 2011 and on or about March 25, 2011, Cartagena telephoned Respondent's office twice a week and left messages inquiring about her case. Respondent received the messages but did not return Cartagena's calls.

77. By not responding to telephone calls from Cartagena, Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide and perform legal services.

COUNT TWELVE

Case No. 11-O-13628
Rules of Professional Conduct, Rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

78. Respondent willfully violated Rules of Professional conduct, rule 3-700(D)(2) by failing to refund unearned fees, as follows:

79. The allegations contained in Count Eleven are incorporated herein by reference.

80. Following the January 20, 2011 meeting, Cartagena called Respondent's office several time and left messages requesting the return of her attorney's fees. Respondent received the messages but did not return the attorney's fees and did not respond.

81. At no time did Respondent perform services of value to Cartagena. He did not earn any of the $2,300 in advance attorney fees paid by Cartagena. Respondent has not refunded any part of the $2,300 in advanced fees paid by Cartagena.

82. By failing to refund any of the advanced fees paid by Cartagena, Respondent failed to refund promptly any part of a fee paid in advance that had not been earned.

COUNT THIRTEEN

Case No. 11-0-14393
Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

83. Respondent willfully violated Rules of Professional Conduct, rule 3-110(A), by intentionally, recklessly, or repeatedly failing to perform with competence, as follows:

84. On or about July 15, 2010, Michael McPherson ("McPherson") contacted Property Law Group ("PLG") regarding legal services and faxed loan documentation regarding his two properties to a PLG employee for review.

85. On or around July 16, 2010, McPherson employed PLG and paid a retainer fee of $2,900 for representation regarding both his primary residence and his rental property. According to the retainer agreements, PLG would represent McPherson in a lender-liability case, including performing forensic loan audits and any legal action necessary based on the results of the audits.

86. On or about July 16, 2010, McPherson provided PLG with copies of his loan applications, mortgage notes, deed of trust and other documentation. McPherson also signed two

third-party authorization forms.

87. McPherson also met with two non-attorney employees of PLG, Bob Olek, a legal assistant and Steve Walker, the President of PLG. They advised McPherson that PLG would engage an outside auditor to perform forensic audits on the loans on both his primary residence and his rental property. Thereafter, PLG would determine whether to pursue the matter legally in court by means of arbitration or mediation.

88. On or about August 5, 2010, McPherson was interviewed over the phone by PLG attorney Audrey Powers-Thornton ("Thortnon").

89. On or about August 10, 2010, McPherson faxed a letter to PLG's Operations Manager Veronica Aragon ("Aragon") and attorney Thornton and provided them with documentation regarding his home loans. McPherson did not receive a response to this fax.

90. On or about August 30, 2010, McPherson sent an email to Aragon at PLG stating that the lender on his primary residence had been calling him several times a day because PLG had not sent a cease and desist letter to the lender.

91. On or about November 5, 2010, a PLG employee faxed the lender on McPherson's primary residence a letter of representation signed by Respondent, a request for loan documents and a third party authorization signed by McPherson. This was Respondent/PLG's only communication with the lender on the primary residence.

92. In or around mid-November 2010, McPherson met with Respondent. Respondent did not present McPherson with a forensic loan audit. Respondent told McPherson that some documents had been received from his lender but the documents were not shown to McPherson. A PLG staff member made appointments for follow-up telephone calls between Respondent and McPherson, but Respondent did not keep the appointments.

93. On or about February 3, 2011, Respondent and McPherson met for a second time, and Respondent apologized for his staff mishandling his case. Respondent reassured McPherson that the staff would complete the audit ASAP. A follow-up meeting was scheduled for February 17, 2011, but Respondent failed to attend.

94. On or about February 17, 2011, McPherson met with Ruppert instead of Respondent and

reminded Ruppert that the audits needed to be done. Ruppert promised to arrange for an outside auditor to do the audits.

95. On or about February 23, 2011, McPherson sent a letter to Respondent by certified mail and email stating that he had not seen any evidence of Respondent's staff doing anything on his behalf and requested a full refund from Respondent. On or about February 23, 2011 Respondent received the email and on or about March 2, 2011, he received the certified letter, but Respondent did not respond and did not provide a refund.

96. On or about March 22, 2011, McPherson sent a second letter to Respondent by certified mail, fax and e-mail. In the letter, McPherson stated that he had not seen any written proof of work done in his case and again requested a refund. On or about March 22, 2011, Respondent received the fax and email, and on or about March 25, 2011, Respondent received the letter, but he did not respond and did not provide a refund.

97. On or about April 6, 2011, McPherson's primary residence was sold, and he moved into his rental property.

98. Respondent did not perform any legal services on McPherson's behalf.

99. By not performing any legal services for McPherson, including but not limited to, completing a forensic audits, requesting loan documentation on the rental property, and by not advising McPherson of his legal options relative to the foreclosure and sale of his primary residence, Respondent intentionally, recklessly, or repeatedly failed to perform with competence.

COUNT FOURTEEN

Case No. 11-O-14393
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

100. Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

101. The allegations contained in Count Seventeen are incorporated herein by reference.

102. Respondent did not provide legal services of value to McPherson. He did not earn any of the advanced fees paid by McPherson. To date, Respondent has not refunded any of the advanced fees paid by McPherson.

103. By not refunding any of the attorney's fees paid by McPherson, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

NOTICE - INACTIVE ENROLLMENT!

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

NOTICE - COST ASSESSMENT!

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

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF THE CHIEF TRIAL COUNSEL

DATED: 4/18/12

By: _____
Anthony Garcia
Deputy Trial Counsel

DECLARATION OF SERVICE

by

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

CASE NUMBER(s): **11-O-11990, 11-O-12116, 11-O-12118, 11-O-13628, 11-O-14393**

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California 90015, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

AMENDED NOTICE OF DISCIPLINARY CHARGES

☐ **By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))**

☒ **By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))**

- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles.

☐ **By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))**

- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS').

☐ **By Fax Transmission: (CCP §§ 1013(e) and 1013(f))**

Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.

☐ **By Electronic Service: (CCP § 1010.6)**

Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s_ at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ *(for U.S. First-Class Mail)* in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: *(see below)*

☒ *(for Certified Mail)* in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article No.: 7196 9008 9111 0442 2677 at Los Angeles, addressed to: *(see below)*

☐ *(for Overnight Delivery)* together with a copy of this declaration, in an envelope, or package designated by UPS, Tracking No.: _____ addressed to: *(see below)*

Person Served	Business-Residential Address	Fax Number	Courtesy Copy to:
ANTON CARL GERSCHLER	914-A NORTH COAST HIGHWAY 101 ENCINITAS, CA 92024	Electronic Address	

☐ via inter-office mail regularly processed and maintained by the State Bar of California addressed to:

N/A

I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS'). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

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

DATED: April 18, 2012

SIGNED: _____

Ana B. Nercessian
Declarant