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State Bar Court of California Hearing Department Los Angeles DISBARMENT		
<p style="font-size: 24pt; font-weight: bold; margin: 0;">PUBLIC MATTER</p> <p>Counsel For The State Bar</p> <p>Jessica A. Lienau Acting Senior Trial Counsel 1149 S. Hill St. Los Angeles, CA 90015 (213) 765-1165</p> <p>Bar # 269753</p>	<p>Case Number(s): 11-O-16376-RAP; 11-O-18108; 12-O-10167</p>	<p>For Court use only</p> <div style="text-align: center; margin-top: 20px;"> <p style="font-size: 24pt; font-weight: bold;">FILED</p> <p style="font-size: 18pt; font-weight: bold;">SEP 14 2012</p> <p style="font-size: 12pt; font-weight: bold;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p> </div> <div style="text-align: center; margin-top: 20px;"> <p style="font-size: 10pt;">kwiktag® 152 141 782</p> </div>
<p>In Pro Per Respondent</p> <p>Albert F. Quintrall 8880 Rio San Diego Dr. Ste. 800 San Diego, CA 92108 (619) 295-7117</p> <p>Bar # 58066</p>	<p>Submitted to: Settlement Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</p> <p>DISBARMENT</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter of: ALBERT FRANCIS QUINTRALL</p> <p>Bar # 58066</p> <p>A Member of the State Bar of California (Respondent)</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 December 18, 1973.
- (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 (15) pages, not including the order.
- (4) A statement of acts or omissions acknowledged by respondent as cause or causes for discipline is included under "Facts."

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- (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 05-O-01168 (05-O-01351)
 - (b) Date prior discipline effective October 27, 2005
 - (c) Rules of Professional Conduct/ State Bar Act violations: Two (2) violations of rule 4-100(A) and one (1) violation of rule 4-100(B), Rules of Professional Conduct
 - (d) Degree of prior discipline Public Reprimand
 - (e) If respondent has two or more incidents of prior discipline, use space provided below:

Second Imposition of Discipline:

State Bar Court Case Nos. of Prior Case: 06-O-14861 (07-O-11019; 09-O-14230)

Date Prior Discipline Effective: July 28, 2011

Rules of Professional Conduct/State Bar Act violations: Two (2) violations of section 6068(a) and one (1) violation of section 6106, Business and Professions Code and one (1) violation each of rules 4-100(A)(1) and 4-100(B)(1), Rules of Professional Conduct

Degree of Prior Discipline: Three (3) year suspension, stayed, on the conditions of 18 months actual suspension, three (3) years probation, probation conditions, and passage of the Multistate Professional Responsibility Examination.

- (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.

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- (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. See page Stipulation at page 11 (Stipulation Attachment page 7).
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (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.
- (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.
- (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.
- (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.
- (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.
- (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.

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- (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.
- (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:

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 Stephen Levine in the amount of \$ 2,777.78 plus 10 percent interest per year from July 14, 2011. If the Client Security Fund has reimbursed Stephen Levine 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: Restitution Conditions:** Respondent must make restitution to Gabriel Perez, Jr. in the amount of \$27,935.00 plus 10 percent interest per year from January 20, 2011. If the Client Security Fund has reimbursed Gabriel Perez, Jr. 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.

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: ALBERT F. QUINTRALL
CASE NUMBER(S): 11-O-16376; 11-O-18108; 12-O-10167

FACTS AND CONCLUSIONS OF LAW.

Respondent admits that the following facts are true and that he is culpable of violations of the specified statutes and/or Rules of Professional Conduct.

Case No. 11-O-16376 (State Bar Investigation)

FACTS:

1. On June 22, 2007, Respondent filed a civil complaint on behalf of client ASSI Security, Inc. ("ASSI") in the Los Angeles Superior Court, Case No. SC094356, against Webcor Construction, Inc. and Wilshire Landmark.
2. On October 2, 2007, Los Angeles Superior Court Case No. SC094356 was consolidated with other related litigation in Los Angeles Superior Court Case No. BC365315.
3. In November 2007, Respondent settled ASSI's claims stemming from Los Angeles Superior Court Case No. SC094356 in November 2007, but ASSI remained a party in Los Angeles Superior Court Case No. BC365315.
4. Los Angeles Superior Court Case No. BC365315 involved multiple parties and causes of action. One cause of action concerned the primary Homeowners Association ("HOA") litigation. A settlement was reached in the primary HOA litigation in early May 2011. The primary HOA litigation settlement required signatures of all interested parties in Los Angeles Superior Court Case No. BC365315, including ASSI, by May 23, 2011.
5. In early May 2011, Respondent was notified of the settlement and need for his and ASSI's execution of the HOA litigation settlement agreement prior to May 23, 2011.
6. On May 24, 2011, attorney Patrick Au ("Au"), an attorney for Glencoe Insurance Company, a party to the primary HOA litigation settlement, sent Respondent a letter enclosing the HOA litigation settlement agreement which needed to be executed by both Respondent and ASSI. In the May 24, 2011 letter, Au told Respondent that there was a hearing on the settlement scheduled for May 27, 2011, and that it was the intent of plaintiff's counsel, Stephen Levine ("Levine"), to request that the Court set an Order to Show Cause for parties who had not executed the primary HOA litigation settlement agreement. Respondent received Au's May 24, 2011 letter.
7. The Court in Los Angeles Superior Court Case No. BC365315 set an Order to Show Cause Hearing for June 14, 2011 ("June 14, 2011 OSC") to address any party's failure to execute the HOA

litigation settlement agreement by the date set in the agreement. On May 27, 2011, Levine served Respondent with Notice of the June 14, 2011 OSC. Respondent received this notice.

8. On June 1, 2011, Respondent emailed the executed primary HOA litigation settlement agreement to Au.

9. On June 14, 2011, the Court in Los Angeles Superior Court Case No. BC365315 held the OSC. Neither Respondent nor ASSI attended. The Court found: that Respondent and ASSI had been given notice of the OSC but failed to attend; that Respondent and ASSI were given timely notice of the primary HOA litigation settlement agreement; and that Respondent and ASSI failed to execute the primary HOA litigation settlement agreement by the May 23, 2011 due date. The Court ordered ASSI and Respondent to pay Levine's firm \$2,777.78 within 30 days (on or before July 14, 2011.) On June 15, 2011, Levine served Respondent with Notice of the Court's June 14, 2011 ruling. Respondent received the Notice.

10. To date, Respondent and ASSI have failed to pay to Levine any portion of the \$2,777.78 sanctions ordered by the Court's June 14, 2011 Order.

11. Respondent violated the Court's June 14, 2011 Order by failing to pay to Levine \$2,777.78 on or before July 14, 2011.

12. Respondent was required to report to the State Bar the imposition of the June 14, 2011 sanctions on or before July 14, 2011.

13. Respondent at no time reported the imposition of the June 14, 2011 sanctions to the State Bar.

CONCLUSIONS OF LAW:

14. By failing to pay to Levine \$2,777.78 on or before July 14, 2011, Respondent willfully disobeyed or violated an order of the court requiring him to do or forbear an act connected with or in the course of Respondent's profession which he ought in good faith to do or forbear in willful violation of Business and Professions Code, section 6103.

15. By failing to inform the State Bar of the imposition of the June 14, 2011 sanctions, Respondent failed to report to the agency charged with attorney discipline, in writing, within 30 days of the time Respondent had knowledge of the imposition of any judicial sanctions against Respondent in willful violation of Business and Professions Code, section 6068(o)(3).

Case No. 11-O-18108 (State Bar Investigation)

FACTS:

16. On June 28, 2011, the California Supreme Court filed Order No. S192458 (hereinafter "9.20 Order"). The 9.20 Order included a requirement that Respondent comply with Rule 9.20, California Rules of Court, by performing the acts specified in subdivisions (a) and (c) within 30 and 40 days, respectively, after the effective date of the 9.20 Order.

17. On June 28, 2011, the Clerk of the Supreme Court of the State of California properly served upon Respondent a copy of the 9.20 Order. Respondent received the 9.20 Order.

18. The Supreme Court Order became effective on July 28, 2011, thirty days after the 9.20 Order was filed. Thus Respondent was ordered to comply with subdivision (a) and/or (b) of rule 9.20 of the California Rules of Court no later than August 26, 2011, and was ordered to comply with subdivision (c) of Rule 9.20 no later than September 6, 2011.

19. On July 29, 2011, Respondent filed with the State Bar Court a Rule 9.20 Compliance Declaration ("9.20 Declaration") that he had signed under penalty of perjury on July 28, 2011. In the 9.20 Declaration, Respondent declared under penalty of perjury that he notified all clients who had pending matters, by certified registered mail, return receipt requested, of his disqualification to act as an attorney in the pending matter after July 28, 2011. In the 9.20 Declaration, Respondent declared under penalty of perjury that he notified all opposing counsel or adverse parties not represented by counsel, by certified registered mail, return receipt requested, of his disqualification to act as an attorney in the pending matter after July 28, 2011. In the 9.20 Declaration, Respondent declared under penalty of perjury that he filed with the court in any pending litigation a copy of his written notice of disqualification to opposing counsel.

20. On July 29, 2011, when Respondent filed his 9.20 Declaration, he was representing the plaintiffs in ongoing civil litigation in *Camping, et al. v. John Crean Homes, et al.*, Riverside County Superior Court, Case No. RIC 509357 (hereinafter "the Camping litigation").

21. At no time did Respondent notify any of the plaintiffs he represented in the Camping litigation of his suspension.

22. At no time did Respondent notify Michael F. Long, Esq., of Haight Brown & Bonesteel, LLP, who represented defendant Kent Harris Trucking & Materials in the Camping litigation, of his suspension.

23. At no time did Respondent file with the Court in the Camping litigation a copy of his written notice of suspension to opposing counsel.

24. On July 29, 2011, when Respondent filed his 9.20 Declaration stating that he had notified his clients, opposing counsel, and the courts in all pending litigation, he knew that the 9.20 Declaration was false as he had not notified his clients, opposing counsel or the Court in the Camping litigation of his suspension. On July 29, 2011, when Respondent filed his 9.20 Declaration stating that he had notified his clients, opposing counsel, and the courts in all pending litigation, he knew that the Camping litigation was pending.

CONCLUSIONS OF LAW:

25. By failing to notify his clients, opposing counsel and the Court in pending litigation of his suspension as required by the 9.20 Order, Respondent willfully failed to comply with the provisions of the 9.20 Order and willfully violated California Rules of Court, rule 9.20.

26. By knowingly filing with the State Bar Court a false 9.20 Declaration, Respondent committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

Case No. 12-O-10167 (Complainant: Gabriel Perez, Jr.)

FACTS:

27. At all times herein relevant, Respondent owned and operated Prolien Services, LLC.
28. In July 2010, Gabriel Perez, Jr. ("Perez"), President of Viking Environmental Corporation ("Viking"), hired Respondent to collect money from a Viking client, Marques Pipeline.
29. On August 8, 2010, Perez paid Respondent \$2,500.00 in advance attorney's fees.
30. On October 21, 2010, Respondent filed a Complaint on behalf of Viking in Sacramento Superior Court, Case No. 34-2010-00090305, *Viking Environmental, Inc. v. Marquez [sic.] Pipeline, Inc.* (hereinafter "the Marques Pipeline civil action").
31. Between October 21, 2010 and December 2010, Respondent negotiated a settlement of Viking's claims with counsel for Marques Pipeline, John W. Busby II ("Busby").
32. On December 23, 2010, Busby sent to Respondent correspondence enclosing a fully executed Settlement Agreement and Release whereby Marques Pipeline agreed to pay to Viking the sum of \$27,935.00 as full and complete settlement of the Marques Pipeline civil action. Marques Pipeline was required to make payments of \$9,311.67 on December 24, 2010, on January 7, 2011, and on January 14, 2011. Marques Pipeline was to make its payments to Quintrall & Associates, LLC Client Trust Account. Respondent received Busby's correspondence and the enclosed Settlement Agreement and Release on December 23, 2010.
33. At no point did Respondent inform Viking of the Settlement Agreement and Release that was sent by Busby to Respondent on December 23, 2010.
34. On December 29, 2010, Marques Pipeline sent a wire transfer in the amount of \$9,311.67 to Respondent's client trust account at Pacific Western Bank, Account Number ****1833 ("CTA").¹ At no point did Respondent inform Viking of Marques Pipeline's payment. Respondent was required to maintain in his CTA the approximate sum of \$9,311.67.
35. Between December 29, 2010 and January 5, 2011, Respondent made no disbursements to or payments on behalf of Viking from the \$9,311.67 Respondent was required to maintain in his CTA.
36. Between December 29, 2010 and January 5, 2011, the balance in his CTA fell below \$9,311.67 on repeated dates, including, but not limited to, the following:

DATE	BALANCE
December 29, 2010	\$6,069.47
December 30, 2010	\$4,069.47
December 31, 2010	\$4,055.47
January 3, 2011	\$2,905.47
January 5, 2011	\$2,005.47

¹ The account number has been redacted to protect the account and account holder.

37. On January 7, 2011, Marques Pipeline sent a wire transfer in the amount of \$9,311.67 to Respondent's CTA. At no point did Respondent inform Viking of Marques Pipeline's payment. Respondent was required to maintain in his CTA the approximate sum of \$18,623.34.

38. Between December 29, 2010 and on January 18, 2011, Respondent made no disbursements to or payments on behalf of Viking from the \$18,623.34 Respondent was required to maintain in his CTA.

39. Between January 7, 2011 and January 18, 2011, the balance in his CTA fell below \$18,623.34 on repeated dates, including, but not limited to, the following:

DATE	BALANCE
January 7, 2011	\$8,005.14
January 10, 2011	\$5,805.14
January 12, 2011	\$5,710.69
January 14, 2011	\$12,098.26
January 18, 2011	\$10,098.26

40. On January 14, 2011, Marques Pipeline sent to Respondent a check in the amount of \$9,311.67. On January 20, 2011, Respondent caused the \$9,311.67 check to be deposited in his CTA. At no point did Respondent inform Viking of Marques Pipeline's payment. Respondent was required to maintain in his CTA the approximate sum of \$27,935.00.

41. Between December 29, 2010 and January 21, 2011, Respondent made no disbursements to or payments on behalf of Viking from the \$27,935.00 Respondent was required to maintain in his CTA.

42. Between January 20, 2011 and January 21, 2011, the balance in his CTA fell below \$27,935.00 on repeated dates, including, but not limited to, the following:

DATE	BALANCE
January 20, 2011	\$14,909.92
January 10, 2011	\$12,909.92

43. On January 14, 2011, Marques Pipeline had paid the full amount of the Settlement Agreement and Release to Respondent for the benefit of Viking.

44. At no time has Respondent paid to Viking any portion of the \$27,935.00 received.

45. Respondent dishonestly misappropriated the approximate sum of \$27,935.00 that was to be held in trust for Viking.

46. After Marques Pipeline had paid the full amount of the Settlement Agreement and Release to Respondent for the benefit of Viking by on January 14, 2011, Perez, on behalf of Viking, made inquiries of Respondent via email regarding the status of the Marques Pipeline civil action and whether a settlement had been reached.

47. In response to Perez's email inquiries from February 2011 through September 2011, Respondent repeatedly stated via email replies that he had been unable to reach a settlement on the Marques Pipeline civil action.

48. At the times Respondent stated via email that the Marques Pipeline civil action had not settled, Respondent knew that the Marques Pipeline civil action had previously settled on December 23, 2010.

49. Respondent's statements to Perez stating that the Marques Pipeline civil action had not settled was false and Respondent knew they were false.

50. On September 16, 2011, Respondent sent an email to Perez stating that the Marques Pipeline civil action had settled in September 2011 and that Marques Pipeline was to pay the sum of \$27,935.00 in \$5,000.00 monthly installments beginning on October 1, 2011.

51. At the time Respondent stated via email that the Marques Pipeline civil action had settled in September 2011 and that Marques Pipeline was to begin making payments toward the settlement on October 1, 2011, Respondent knew that the Marques Pipeline civil action had previously settled on December 23, 2010 and that Marques Pipeline had paid the full amount of the Settlement Agreement and Release to Respondent for the benefit of Viking by January 14, 2011.

52. Respondent's statement to Perez stating that the Marques Pipeline civil action had settled in September 2011 and that Marques Pipeline was to begin making payments toward the settlement on October 1, 2011 was false and Respondent knew it was false.

53. On October 7, 2011, Respondent sent an email to Perez stating that Marques Pipeline had made its first payment pursuant to the settlement on October 6, 2011 and that Respondent had deposited the payment from Marques Pipeline into his CTA.

54. At the time Respondent stated via email that Marques Pipeline had made its first payment pursuant to the settlement on October 6, 2011 and that Respondent had deposited the payment from Marques Pipeline into his CTA, Respondent knew that the Marques Pipeline civil action had previously settled on December 23, 2010 and that Marques Pipeline had paid the full amount of the Settlement Agreement and Release to Respondent for the benefit of Viking by January 14, 2011.

55. Respondent's statement to Perez stating that Marques Pipeline had made its first payment pursuant to the settlement on October 6, 2011 and that Respondent had deposited the payment from Marques Pipeline into his CTA was false and Respondent knew it was false.

CONCLUSIONS OF LAW:

56. By not maintaining at least \$27,935.00 received on behalf of Viking in his CTA, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in willful violation of Rules of Professional Conduct, rule 4-100(A).

57. By misappropriating the approximate sum of \$27,935.00 that was to be held in trust for Viking, Respondent committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

58. By failing to inform Viking of the Settlement Agreement and Release and by failing to inform Viking of Marques Pipeline's payments to Respondent for the benefit of Viking, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services in willful violation of Business and Professions Code, section 6068(m).

59. By knowingly making false statements to Perez via email correspondence regarding the settlement of the Marques Pipeline civil action, Respondent committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

ADDITIONAL FACTS RE AGGRAVATING CIRCUMSTANCES.

An aggravating circumstance is "an event or factor established clearly and convincingly by the State Bar as having surrounded a member's professional misconduct and which demonstrates a greater degree of sanction than set forth in these standards for the particular act of professional misconduct found or acknowledged is needed to adequately protect the public, courts and legal profession." (Standard 1.2(b), Standards for Attorney Sanctions for Professional Misconduct.)

Prior Record of Discipline: This is discussed on page two of the Stipulation. Prior discipline is an aggravating factor. (Standard 1.2(b)(i).)

Multiple Acts of Wrongdoing: Respondent's misconduct evidences three separate incidents of misconduct all occurring in 2011, but does not evidence a pattern of misconduct. (Standard 1.2(b)(ii).)

Trust Violation: Respondent's refusal or inability to account for the funds given to Respondent by Perez (Case No. 12-O-10167) is a serious aggravating circumstance, given that Respondent was entrusted to hold approximately \$28,000.00 on behalf of Perez. (Standard 1.2(b)(iii).)

Respondent has not made restitution to Perez which is also an aggravating factor. (*In the Matter of Bouyer* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 404, 417.)

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(7), was August 7, 2012.

AUTHORITIES SUPPORTING DISCIPLINE.

The primary purposes of disciplinary proceedings and of sanctions imposed on an attorney are the protection of the public, the courts, and the legal profession, the maintenance of high professional standards by attorneys, and the preservation of public confidence in the legal profession. (Standard 1.3, Standards for Attorney Sanctions for Professional Misconduct.) The breadth and magnitude of Respondent's misconduct requires his removal from the practice of law in order to accomplish these important goals, primarily the protection of the public.

In determining the appropriate level of discipline, the Standards are entitled to great weight. (*In re Silverton* (2005) 36 Cal. 4th 81, 89-94; *In re Brown* (1995) 12 Cal. 4th 205, 220.) In the instant case, the discipline is within the applicable range based upon the Standards and case law and deviation is not appropriate.

Standard 2.2(a) states that a willful misappropriation of entrusted funds shall result in disbarment. Only if the amount of funds misappropriated is insignificantly small or the most compelling mitigating circumstances predominate shall disbarment not be imposed. In those cases where disbarment is not warranted, the discipline shall not be less than a one year actual suspension. In Respondent's matter, the amount misappropriated is approximately \$28,000.00, which is not insignificantly small, but rather, it is substantial. Respondent has not shown any evidence of mitigating factors, let alone predominating ones.

Standard 2.3 states that an act of moral turpitude warrants discipline ranging from actual suspension to disbarment, depending on the extent to which the victim of the misconduct is harmed or misled and depending on the magnitude of the misconduct and the degree to which it relates to the attorney's acts within the practice of law. Respondent's misrepresentations were to both his client, and the Court, both of which are serious acts of misconduct and both of which are related to the practice of law.

A violation of rule 9.20, California Rules of Court also warrants discipline consisting of disbarment. Rule 9.20, California Rules of Court states, in pertinent part:

... A suspended member's willful failure to comply with the provisions of this rule constitutes a cause for disbarment or suspension and for revocation of any pending probation. Additionally, such failure may be punished as contempt or a crime.

In addition to the Rule 9.20, case law also supports disbarment for 9.20 violations. (*Bercovich v. State Bar* (1990) 50 Cal. 3d 116, 131 ["disbarment is generally the appropriate sanction for a willful violation of rule 955²"]; also quoted in *In the Matter of Grueneich* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 439, 442, and in *In the Matter of Babero* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 322, 332.)

Here, Respondent's non-compliance with rule 9.20, California Rules of Court, is egregious as it entailed making misrepresentations to the Court. Disbarment is the only appropriate level of discipline.

Standard 1.7(b) states that when an attorney has two prior impositions of discipline, the degree of discipline shall be disbarment, unless the most compelling mitigating circumstances clearly predominate. Respondent has two prior impositions of discipline, as discussed *supra*. Respondent has not shown any evidence of mitigating factors, let alone predominating ones. Further, as discussed *supra*, there are several aggravating factors present here, including Respondent's failure to account to his client, Respondent's harm to his client, Respondent's indifference toward rectification of his misconduct, and Respondent's failure to cooperate with the State Bar.

The serious nature of Respondent's misconduct alone would warrant disbarment. The fact that Respondent has had two prior impositions of discipline makes Respondent's misconduct even more egregious and necessitates the removal of Respondent from the practice of law in order to ensure public protection.

² Rule 9.20, California Rules of Court, was formerly Rule 955, California Rules of Court.

COSTS OF DISCIPLINARY PROCEEDINGS.

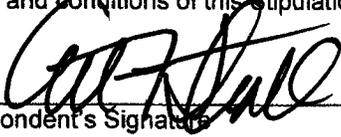
Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of August 7, 2012, the prosecution costs in this matter are \$8,772.00. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

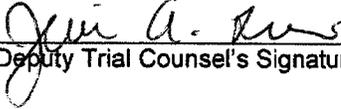
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In the Matter of: ALBERT F. QUINTRALL	Case number(s): 11-O-16376; 11-O-18108; 12-O-10167
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SIGNATURE OF THE PARTIES

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.

8/15/12  Albert F. Quintrall
Date Respondent's Signature Print Name

8/17/12  Jessica A. Lienau
Date Deputy Trial Counsel's Signature Print Name

(Do not write above this line.)

In the Matter of: ALBERT F. QUINTRALL	Case Number(s): 11-O-16376; 11-O-18108; 12-O-10167
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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.

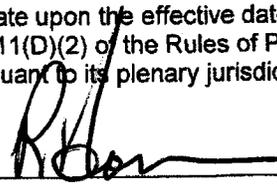
1. On page 8 of the Stipulation, add the following to paragraph 25:

"Therefore, by violating the 9.20 Order, respondent willfully violated Business and Professions Code section 6103, which provides that an attorney must not willfully disobey or violate an order of the court requiring him to do or forbear an act connected with or in the course of his professional duty which he ought in good faith to do or forbear."*

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 Albert F. Quintrall 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.

9/13/12
Date


Judge of the State Bar Court

RICHARD A. HONN

* Failure to comply with California Rules of Court, rule 9.20, should have been brought as an N case, instead of as an O case.

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 Los Angeles, on September 14, 2012, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING

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

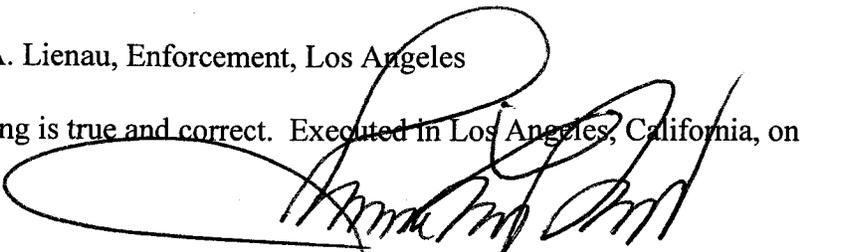
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

ALBERT FRANCIS QUINTRALL
QUINTRALL & ASSOCIATES, LLP
8880 RIO SAN DIEGO DR STE 800
SAN DIEGO, CA 92108

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

Jessica A. Lienau, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on September 14, 2012.



Johnnie Lee Smith
Case Administrator
State Bar Court