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<b>State Bar Court of California</b> <b>Hearing Department</b> <b>Los Angeles</b> <b>DISBARMENT</b>		
<b>Counsel For The State Bar</b>  <b>Hugh G. Radigan</b> <b>Deputy Trial Counsel</b> <b>845 South Figueroa Street</b> <b>Los Angeles, California 90017-2515</b> <b>213-765-1206</b>  <b>Bar # 94251</b>	<b>Case Number(s):</b> <b>12-O-14768 RAH</b>	<b>For Court use only</b>  <b>FILED</b>  <b>MAY 08 2014</b>  <b>STATE BAR COURT</b> <b>CLERK'S OFFICE</b> <b>LOS ANGELES</b>
<b>Counsel For Respondent</b>  <b>James I. Ham</b> <b>1010 Sycamore Avenue, Suite 308</b> <b>South Pasadena, California 91030</b> <b>213-626-7300</b>  <b>Bar # 100849</b>	<b>Submitted to: Settlement Judge</b>  <b>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND</b> <b>DISPOSITION AND ORDER APPROVING; ORDER OF</b> <b>INVOLUNTARY INACTIVE ENROLLMENT</b>  <b>DISBARMENT</b>  <input type="checkbox"/> <b>PREVIOUS STIPULATION REJECTED</b>	
<b>In the Matter of:</b> <b>FRED RAYMOND HUNTER, JR.</b>  <b>Bar # 165381</b>  <b>A Member of the State Bar of California</b> <b>(Respondent)</b>		

**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 **June 16, 1993**.
- (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 (13) 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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(Effective January 1, 2014)

Disbarment

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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 [Standards for Attorney Sanctions for Professional Misconduct, standards 1.2(f) & 1.5]. Facts supporting aggravating circumstances are required.**

- (1)  **Prior record of discipline**
- (a)  State Bar Court case # of prior case **01-O-02446, 01-O-04028, 01-O-04298, 01-O-04597 and 02-O-12122.**
  - (b)  Date prior discipline effective **May 3, 2003.**
  - (c)  Rules of Professional Conduct/ State Bar Act violations: **Seven counts of violation of Rules of Professional Conduct, rule 4-100(A), and three counts of violation of Business and Professions Code section 6106.**
  - (d)  Degree of prior discipline **Eighteen months actual suspension, three years stayed suspension and three years probation.**
  - (e)  If respondent has two or more incidents of prior discipline, use space provided below:
- (2)  **Dishonesty:** Respondent's misconduct was intentional, surrounded by, or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3)  **Trust Violation:** Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4)  **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. **See page 10 of the attachment.**

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- (5)  **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6)  **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7)  **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. **See page 10 of the attachment.**
- (8)  **Restitution:** Respondent failed to make restitution.
- (9)  **No aggravating circumstances** are involved.

**Additional aggravating circumstances:**

**C. Mitigating Circumstances [see standards 1.2(g) & 1.6]. 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, the public, or the administration of justice.
- (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 with a good faith belief that was honestly held and reasonable.
- (8)  **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct respondent suffered extreme emotional difficulties or physical or mental 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 the difficulties or disabilities no longer pose a risk that Respondent will commit misconduct.
- (9)  **Severe Financial Stress:** At the time of the misconduct, respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10)  **Family Problems:** At the time of the misconduct, respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.

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- (11)  **Good Character:** Respondent's extraordinarily 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 subsequent rehabilitation.
- (13)  **No mitigating circumstances** are involved.

**Additional mitigating circumstances:**

**See page 10 of the attachment.**

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**D. Discipline: Disbarment.**

**E. Additional Requirements:**

- (1) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (2)  **Restitution:** Respondent must make restitution to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ plus 10 percent interest per year from \_\_\_\_\_. If the Client Security Fund has reimbursed \_\_\_\_\_ 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 \_\_\_\_\_ days from the effective date of the Supreme Court order in this case.
- (3)  **Other:**

**ATTACHMENT TO**  
**STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION**

IN THE MATTER OF:                      FRED RAYMOND HUNTER

CASE NUMBER:                            12-O-14768 RAH

**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. 12-O-14768 (Complainant: Mario Pineda)

**FACTS:**

1. Respondent was employed by Mario Pineda ("Pineda") on January 8, 2010, to pursue his personal injury and property damage claims arising out of a vehicular accident which occurred on November 20, 2009. The retainer contained a power of attorney clause authorizing Respondent to execute settlement drafts and release documents on behalf of Pineda.
2. On April 21, 2010, two checks issued from Pineda's insurance carrier, Farmers Insurance (Farmers), payable to Respondent and Pineda in a total amount of \$3,609, intended to address outstanding medical bills incurred by Pineda. Respondent endorsed both checks on behalf of himself and simulated Pineda's signature without advising Pineda of the payment and deposited them into his Client Trust Account (CTA) on April 26, 2010. Respondent failed to utilize the proceeds to address the existent medical bills.
3. On February 8, 2011, Respondent made a policy limits demand upon the defendant's carrier, GMAC. Defendant was deemed to be at fault. GMAC accepted the \$15,000 demand and proffered a release on February 15, 2011 to Respondent which Respondent executed on behalf of Pineda by simulating Pineda's signature on February 28, 2011.
4. On March 11, 2011, GMAC issued their settlement draft payable to Respondent and Pineda which Respondent endorsed on behalf of himself and Pineda by simulating Pineda's signature and deposited into his CTA on March 16, 2011. Respondent did not advise Pineda of the settlement and did not disburse the settlement proceeds. Respondent was obligated to maintain \$13,609 in his CTA for the benefit of Pineda. Without any disbursements to the client or on the client's behalf, Respondent's CTA fell below \$13,609. On June 8, 2011, Respondent's CTA dropped to \$237. Respondent dishonestly misappropriated Pineda's settlement proceeds and medical bill payments for his own use and purposes.
5. Pineda retained another attorney to pursue this matter, The Blackman Law Firm, in early 2011. On June 9, 2011, Farmers wrote Blackman that their records reflected Respondent as attorney of record and on that basis did not share with Blackman the amounts paid to date to address medical bills. Respondent was copied on this correspondence and placed on notice of the

disputed representation. Blackman additionally advised GMAC that they represented Pineda by letter dated August 3, 2011.

6. On September 9, 2011, Respondent wrote to Farmers in response to their medical bill reimbursement demand, sharing with them a settlement breakdown to induce them to waive their reimbursement demand. Respondent itemized Pineda's medical costs as \$11,986, litigation costs of \$356, and attorney's fees of \$6,203.
7. On October 3, 2011, Farmers wrote to Respondent and confirmed their agreement to resolve the medical bill reimbursement issue by payment of \$1,600. Respondent failed to so advise Pineda and failed to satisfy the agreement.
8. On October 5, 2011, a property damage check was issued by GMAC payable to Pineda and Respondent in the amount of \$1,319.25. Respondent had earlier executed the property damage release on behalf of Pineda by simulating Pineda's signature on August 12, 2011. Respondent received the draft but never deposited nor negotiated this draft.
9. Respondent was required to maintain in his CTA for the benefit of Pineda \$13,609 (the settlement proceeds and medical bill payments less Respondent's contingency fee).
10. Pineda filed a small claims action against the defendant on August 22, 2011. The hearing of the small claims matter was conducted November 9, 2011.
11. Present at the November 9, 2011, hearing were Respondent as well as the claims representative from GMAC, both of whom testified in addition to Pineda. Respondent acknowledged at the hearing that Pineda had not authorized the settlement and that the signature on the release was not Pineda's. Based on this representation, the hearing officer gave Respondent his 5<sup>th</sup> Amendment advisement and continued the matter to January 9, 2012.
12. Based upon the conduct at the small claims hearing, Respondent concluded he no longer represented Pineda. GMAC's claims representative, hearing this testimony, determined that the settlement was ineffective and demanded that Respondent return the settlement proceeds by letter dated November 10, 2011. On November 28, 2011, Pineda filed a request for dismissal without prejudice as to the small claims matter.
13. Respondent accommodated GMAC's request on December 2, 2011, returning a \$15,000 check and the unendorsed original property damage check for \$1,319.25 to GMAC and a \$3,609 check payable to Farmers to refund the medical billing payments.
14. Before this return of funds was accomplished, Respondent filed a complaint on behalf of Pineda on November 18, 2011, Case No. 30-201-00524015 in the Orange County Superior Court, to ostensibly protect against the running of the statute of limitations. He did this without the knowledge, permission or consent of Pineda.
15. Pineda's subsequent counsel, Blackman, had similarly protected against the running of the statute by filing a complaint on behalf of Pineda on November 16, 2011, Case No. 30-2011-00523125, also in the Orange County Superior Court.

16. In January 2012 Respondent became aware of the fact that Blackman had also filed suit on behalf of Pineda, and on this basis Respondent dismissed with prejudice his action filed on behalf of Pineda on February 14, 2012. The dismissal was filed without either Blackman's or Pineda's knowledge or consent.
17. Defendant's counsel construed the dismissal with prejudice as a voluntary waiver of his cause of action leading to a lengthy series of demurrers and protracted motions to attempt to resurrect Pineda's action. On June 29, 2012, Respondent filed a motion to reinstate Pineda's complaint that Respondent had earlier filed and dismissed under California Code of Civil Procedure section 473. Pineda retained additional counsel to replace Blackman who ultimately resolved the matter for policy limits.
18. Between February 2011 through December 2011, Respondent did not promptly remove funds which Respondent had earned as fees from Respondent's client trust account at Wells Fargo, account no. xxxxxx1388, and issued the following checks from those funds in Respondent's CTA for the payment of personal expenses:

<u>CHECK #</u>	<u>PAYEE</u>	<u>AMOUNT OF CHECK</u>
1781	Lee Armstrong Co. Inc.	\$10,739.30
1783	Stella Lemus	\$2,000.00
1791	Stella Lemus	\$190.00
1795	Stella Lemus	\$2,031.00
1799	Stella Lemus	\$2,000.00
1816	Stella Lemus	\$2,000.00
1819	Stella Lemus	\$2,000.00
1836	Full Spectrum	\$332.54
2100	Stella Lemus	\$2,000.00
2117	Stella Lemus	\$2,000.00
2133	Stella Lemus	\$2,000.00
2186	Stella Lemus	\$1,520.00
2195	Stella Lemus	\$130.00
2211	Full Spectrum P.C.	\$85.00
2230	House of Sportsmen Inc.	\$1,189.00

## CONCLUSIONS OF LAW:

19. By settling Pineda's claim without his knowledge or consent in February 2011 and by failing to negotiate or address Pineda's medical bills, Respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful violation of the Rules of Professional Conduct, rule 3-110(A).
20. By not advising Pineda of the February 15, 2011 written offer of settlement made to Pineda in that civil matter, Respondent failed to communicate promptly to the client all terms and conditions of the offer, in willful violation of the Rules of Professional Conduct, rule 3-510.
21. By failing to maintain a balance of \$13,609 on behalf of the client in Respondent's client trust account, Respondent willfully violated the Rules of Professional Conduct, rule 4-100(A).
22. By dishonestly misappropriating for Respondent's own purposes \$13,372 (\$13,609 less the balance of \$237 in the CTA as of June 8, 2011), that Respondent's client was entitled to receive, Respondent committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code section 6106.
23. By failing to advise Pineda until October 31, 2011, that Respondent had received on his behalf two medical bill payments on April 21, 2010, totaling \$3,609, Respondent failed to notify the client of Respondent's receipt of funds on the clients behalf, in willful violation of Rules of Professional Conduct, rule 4-100(B)(1).
24. By failing to advise Pineda until October 31, 2011, that Respondent had received on his behalf, a settlement check from GMAC in the sum of \$15,000, Respondent failed to notify the client of Respondent's receipt of funds, in willful violation of Rules of Professional Conduct, rule 4-100(B)(1).
25. By filing a complaint in *Pineda v. Berzack*, Orange County Superior Court, case no. 30-2011-005240015, on November 18, 2011; dismissing the action with prejudice on February 14, 2012; and filing a motion to reinstate the action on June 29, 2012, all of which he did after he had been terminated, Respondent willfully, and without authority, appeared as attorney for a party, Mario Pineda, to an action or proceeding in willful violation of Business and Professions Code, section 6104.
26. By not promptly removing funds which Respondent had earned as fees from his CTA and by issuing checks from his CTA to pay for his personal expenses, Respondent commingled funds belonging to Respondent in a client trust account in willful violation of Rules of Professional Conduct, rule 4-100(A).
27. By misrepresenting to GMAC that his client, Mario Pineda, had executed or caused to be executed a bodily injury release when Respondent knew the statement was false, Respondent committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

28. By misrepresenting to GMAC that his client, Mario Pineda, had executed or caused to be executed a property damage release when Respondent knew the statement was false, Respondent committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

**Mitigating Circumstances:**

**Pretrial Stipulation:** Respondent has stipulated to misconduct and thereby demonstrated his cooperation with the State Bar and saved the State Bar's resources. (*Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 [where mitigation credit was given for entering into a stipulation as to facts and culpability].)

**Aggravating Circumstances:**

**Prior Record of Discipline, Standard 1.8(a):** In State Bar Court Case Nos. 01-O-02446, 01-O-04028, 01-O-04298, 01-O-04597, 01-O-05326 and 02-O-12122, the Court imposed an actual suspension of 18 months, stayed suspension of three years and three years probationary period, effective May 3, 2003. Respondent admitted culpability for seven violations of Rules of Professional Conduct, rule 4-100(A) (failure to maintain client funds in CTA, commingling and misuse of his CTA), and four violations of Business and Professions Code section 6106 (NSF checks) and three violations of section 6106 (misappropriation). Generally, prior misconduct is considered aggravating to current misconduct. (*In the Matter of Downey* (Review Dept. 2009) 5 Cal State Bar Ct. Rptr. 151.)

**Harm, Standard 1.5(f):** Respondent's failure to properly keep his client advised of the progress of settlement discussions, receipt of medical bill payment benefits, unauthorized settlement of the client's claims without advising the client or disbursing settlement proceeds, and unauthorized filing of a complaint and subsequent dismissal with prejudice, severely prejudiced his client's best interests and necessitated the client retaining replacement counsel while unnecessarily prolonging the underlying resolution, and resulted in significant harm and delay to the client. (*In the Matter of Bach* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 631, where attorney's loss of client's cause of action constituted significant harm.)

**Multiple Acts of Misconduct, Standard 1.5(b):** Respondent committed multiple acts of misconduct, specifically violations of Rules of Professional Conduct, Rule 3-110(A) [failure to perform], rule 3-510 [failure to communicate settlement offer], rule 4-100(A) [commingling personal funds in client trust account and failure to maintain client funds in client trust account], rule 4-100(B)(1) [failure to notify of receipt of client funds], rule 4-100(B)(3) [failure to render accounts of client funds], Business and Professions Code section 6104 [appearing for party without authority], and Business and Professions Code section 6106 [moral turpitude/misappropriation].

**AUTHORITIES SUPPORTING DISCIPLINE.**

The Standards for Attorney Sanctions for Professional Misconduct "set forth a means for determining the appropriate disciplinary sanction in a particular case and to ensure consistency across cases dealing with similar misconduct and surrounding circumstances." (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, 1.1 Purposes and Scope of Standards. All further references to standards are to this source.)

The Standards help fulfill the primary purposes of discipline, which include: protection of the public, the courts and the legal profession; the maintenance of the highest professional standards; and preservation of public confidence in the legal profession. (See std. 1.1; *In re Morse* (1995) 11 Cal. 4th 184, 205.)

Although not binding, the standards are entitled to "great weight" and should be followed "whenever possible" in determining level of discipline. (*In re Silverton* (2005) 36 Cal.4th 81, 92, quoting *In re Brown* (1995) 12 Cal.4th 205, 220 and *In re Young* (1989) 49 Cal.3d 257, 267, fn. 11.) Adherence to the standards in the great majority of cases serves the valuable purpose of eliminating disparity and assuring consistency, that is, the imposition of similar attorney discipline for instances of similar attorney misconduct. (*In re Naney* (1990) 51 Cal.3d 186, 190.) If a recommendation is at a high end or low end of a Standard, an explanation must be given as to how the recommendation was reached. (Std. 1.1.) Any disciplinary recommendation that deviates from the standards must include clear reasons for the departure. (Std. 1.1; *Blair v. State Bar* (1989) 49 Cal.3d 762, 776, fn. 5.)

In determining whether to impose a sanction greater or less than that specified in a given Standard, in addition to the factors set forth in the specific Standard, consideration is to be given to the primary purposes of discipline; the balancing of all aggravating and mitigating circumstances; the type of misconduct at issue; whether the client, public, legal system or profession was harmed; and the member's willingness and ability to conform to ethical responsibilities in the future. (Stds. 1.7(b) and (c).)

Respondent admits to committing multiple acts of professional misconduct. Standard 1.7(a) requires that where a Respondent commits two or more acts of misconduct, and different sanctions are prescribed by the standards that apply to those acts, the sanction imposed shall be the most severe prescribed in the applicable standards.

The most severe sanction applicable to respondent's misconduct is set forth in standard 2.1(a), which applies to Respondent's misappropriation of the settlement proceeds and medical bill payment benefits. Standard 2.1(a) provides that disbarment is appropriate for intentional or dishonest misappropriation of entrusted funds or property, unless the amount misappropriated is insignificantly small or the most compelling mitigating circumstances clearly predominate.

Here, Respondent misappropriated in excess of \$13,000, which is not insignificantly small, and there are no compelling mitigating circumstances, rendering disbarment the appropriate sanction. That alone justifies disbarment under the standards. Moreover, when combined with the many other serious offenses, disbarment is the only sanction sufficient to protect the public.

Case law supports disbarment as well. In *Kelly v. State Bar* (1988) 45 Cal. 3rd 649, Respondent misappropriated \$19,597.05 of funds being in trust for one client. Respondent subsequently contacted the client, whom he knew was then represented by another attorney, without the consent of their attorney and coerced the client into signing a statement that the client had loaned the misappropriated money to the Respondent. The court imposed discipline consisting of disbarment. The court noted that there was no evidence suggesting that Respondent's behavior was an isolated act. The court also noted that Respondent's lack of a prior record of discipline was not especially commendable. In this regard, Respondent had been practicing seven and one half years, which was long enough to know that his conduct was wrong, but not so long as to make his blemish free record surprising.

The gravamen of the Respondent's misconduct herein sounds primarily in his misappropriation of settlement funds. Respondent's unilateral behavior in negotiating and resolving the client's personal injury case without maintaining any meaningful communication with the client, aggravated his misconduct. Not only was the client left in the dark with respect to the handling of his case, but no breakdown of the settlement proceeds was ever memorialized, no disbursement of settlement proceeds was ever effectuated and nothing had been done to address the client's multiple bills. Instead, the client was sent the release instrument executed without his knowledge by Respondent as his first notice that the case has been resolved without his authorization or knowledge. Further, Respondent was aware of the fact that another law office had been retained by the client and he did nothing constructive to resolve this disputed issue of retention, while misappropriating the settlement and medical bill payments. Rather, Respondent compounded his misconduct by again unilaterally filing a

complaint on the client's behalf after he has acknowledged he had been terminated after the testimony of the witnesses was secured at the small claims hearing. Not yet done compromising his client's rights, Respondent dismissed the filed complaint with prejudice, again without client authorization and without so advising replacement counsel. This behavior compounded the client's ability to timely effectuate resolution of his claim. By virtue of the fact that Respondent's prior misconduct is virtually identical to these charges is compelling indicia that Respondent is either unwilling or unable to reform his behavior. (*In the Matter of Rose* (Review Dept. 1997) 3 Cal. State Bar Court Rptr. 646 [disbarment appropriate where prior discipline coupled with probation has not rehabilitated attorney].)

#### **PENDING PROCEEDINGS.**

The disclosure date referred to at page 2, paragraph A(7), was March 14, 2014.

#### **COSTS OF DISCIPLINARY PROCEEDINGS.**

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of March 14, 2014, the prosecution costs in this matter are approximately \$4,658.22. 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.

#### **EXCLUSION FROM MCLE CREDIT**

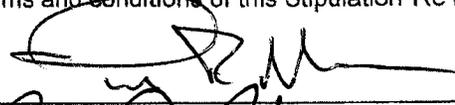
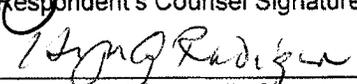
Pursuant to rule 3201, Respondent may not receive MCLE credit for completion of State Bar Ethics School, State Bar Client Trust Accounting School, and/or any other educational course to be ordered as a condition of reproof or suspension. (Rules Proc. of State Bar, rule 3201.)

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In the Matter of: FRED RAYMOND HUNTER	Case number(s): 12-O-14768 RAH
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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.

<u>4/3/2014</u> Date	 Respondent's Signature	<u>Fred Raymond Hunter</u> Print Name
<u>4/9/2014</u> Date	 Respondent's Counsel Signature	<u>James I. Ham, Esq.</u> Print Name
<u>April 9 '14</u> Date	 Deputy Trial Counsel's Signature	<u>Hugh G. Radigan</u> Print Name

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In the Matter of: FRED RAYMOND HUNTER	Case Number(s): 12-O-14768 RAH
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### DISBARMENT ORDER

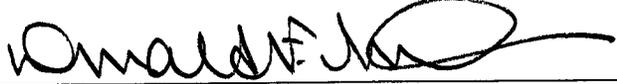
Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- 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.

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 Fred Raymond Hunter 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.

5/8/14  
Date

  
DONALD F. MILES  
Judge of the State Bar Court

**AMENDED 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 May 8, 2014, I deposited a true copy of the following document(s):

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

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

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

JAMES IRWIN HAM  
PANSKY MARKLE HAM LLP  
1010 SYCAMORE AVE UNIT 308  
SOUTH PASADENA, CA 91030

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

Hugh G. Radigan, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on May 8, 2014.

  
\_\_\_\_\_  
Julieta E. Gonzales  
Case Administrator  
State Bar Court