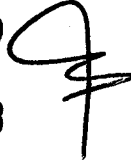



(Do not write above this line.)

State Bar Court of California  
Hearing Department  
Los Angeles  
DISBARMENT

**PUBLIC MATTER**

<p>Counsel For The State Bar</p> <p>Susan J. Jackson Deputy Trial Counsel 1149 S. Hill Street Los Angeles, CA 90015-2299 (213) 765-1498</p> <p>Bar # 125042</p>	<p>Case Number(s):</p> <p>12-O-14888 - RAP 13-O-10816 - RAP 13-O-10454 (INV) 13-O-11192 (INV)</p>	<p>For Court use only</p> <p><b>FILED</b> </p> <p><b>AUG 08 2013</b></p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p> <p>kwiktag® 152 148 812 </p>
<p>In Pro Per Respondent</p> <p>BRAD DANIEL PORTERFIELD 535 N Puente St Brea, CA 92821 (949) 291-2309</p> <p>Bar # 134060</p>	<p>Submitted to: <b>Settlement Judge</b></p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</p> <p><b>DISBARMENT</b></p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter of: BRAD DANIEL PORTERFIELD</p> <p>Bar # 134060</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 June 14, 1998.
- (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."

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

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

- (1)  **Prior record of discipline**
- (a)  State Bar Court case # of prior case
  - (b)  Date prior discipline effective
  - (c)  Rules of Professional Conduct/ State Bar Act violations:
  - (d)  Degree of prior discipline
  - (e)  If respondent has two or more incidents of prior discipline, use space provided below:
- (2)  **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct. See Attachment, page 12.
- (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 Attachment, page 12.
- (4)  **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. See Attachment, page 12.
- (5)  **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct. See Attachment, page 12.

(Do not write above this line.)

---

- (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 Attachment, page 12.
- (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.
- (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.

(Do not write above this line.)

---

**Additional mitigating circumstances:**

See Attachment, pages 12-13.

**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 Christine Bellwood in the amount of \$ \$35,000, plus 10 percent interest per year from July 18, 2012. If the Client Security Fund has reimbursed Christine Bellwood 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: Respondent must make restitution to Rebecca McKeown in the amount of \$28,333, plus 10 percent interest per year from July 8, 2009. If the Client Security Fund has reimbursed Rebecca McKeown 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:                   Brad Daniel Porterfield

CASE NUMBERS:                     12-O-14888-RAP; 13-O-10816 RAP;  
  13-O-10454 (INV); 13-O-11192 (INV)

**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-14888-RAP (Complainant: Zohreh P. Ball)

**FACTS:**

1. In late 2008, Zohreh P. Ball (“Ball”) hired Respondent to represent her in pursuing a personal injury claim against Conoco Phillips Company (“Conoco”) on a contingency fee basis. Respondent filed a lawsuit on Ball’s behalf.
2. In 2012, Respondent settled Ball’s lawsuit after mediation for \$50,000.
3. On May 7, 2012, Respondent received the \$50,000 settlement check from Conoco. Respondent failed to inform Ball that he received the settlement check on May 7, 2012.
4. The settlement check was issued payable only to “Law Offices of Brad D. Porterfield.” On May 7, 2012, Respondent deposited the \$50,000 settlement check into his client trust account (“CTA”) at U. S. Bank.
5. On May 8, 2012, Ball sent Respondent an email inquiring about the status of the settlement check. Respondent received the e-mail. In his response to the email, Respondent failed to inform Ball that he had already received and deposited her settlement check. Instead, in his email, Respondent misled Ball to believe that he had not received the check by falsely informing Ball that there was “still some delay.”
6. On May 10, 2012, Respondent disbursed \$7,500 to Ball but Respondent still failed to inform her that he had already received and deposited her settlement check.
7. On May 31, 2012, Ball learned from Conoco that Respondent received the settlement check on May 7, 2012. Later that day, Ball sent an email to Respondent informing him of the information she received from Conoco and inquiring about the status of her settlement funds. Respondent received the email.

8. On May 31, 2012, Ball received a reply email from Respondent's assistant, Harmony L. Kenney, who informed Ball that Respondent was out of the office due to surgery. Kenney also for the first time informed Ball that her share of the settlement funds could not be distributed until they received a response from Medicare regarding its outstanding lien against the settlement proceeds.

9. On June 12, 2012, the State Bar received Ball's complaint against Respondent.

10. By October 4, 2012, Respondent disbursed an additional \$200 to Ball.

11. On October 5, 2012, Respondent disbursed \$24,303.48 to Ball as her remaining share of the settlement funds.

12. On October 5, 2012, Respondent also provided an accounting to Ball setting forth all disbursements of her settlement proceeds, as follows: \$4,559.52, reimbursed to Medicare; \$2,337, in legal costs; \$7,700, disbursements to Ball; \$11,100, attorneys' fees to Respondent; and \$24,303.48, disbursement to Ball.

13. Respondent included with his October 5, 2012 accounting an explanation that while he believed he was entitled to \$16,665 in attorneys' fees (one-third of the settlement as set forth in the retainer agreement), he gave Ball a professional courtesy discount that reduced his fees to \$11,100, and resulted in a disbursement to Ball of \$24,303.48.

14. During the period from May 7, 2012 to May 9, 2012, Respondent was required to maintain in the CTA a minimum balance of \$33,335 (\$50,000, less fees of \$16,665); from May 10, 2012, to October 3, 2012, Respondent was required to maintain a balance of \$25,835 (\$33,335, less disbursement of \$7,500, to Ball); on and after October 4, 2012, Respondent was required to maintain a balance of \$25,635 (\$25,835, less \$200, disbursement to Ball). During the period from May 7, 2012, to October 3, 2012, the CTA balance fell below \$25,835, on multiple dates. On June 30, 2012, the CTA balance fell to its lowest of \$196.44. Respondent intentionally misappropriated \$25,638.56, of Ball's funds.

#### CONCLUSIONS OF LAW:

15. By failing to maintain a CTA balance of \$25,638.56 on Ball's behalf between May 7, 2012 and October 3, 2012, 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).

16. By not informing Ball that he received the \$50,000 settlement check on May 7, 2012, Respondent failed to notify a client promptly of the receipt of the client's funds, in willful violation of Rules of Professional Conduct, rule 4-100(B)(1).

17. By not rendering an appropriate accounting to Ball until five months after he received her settlement proceeds, and until after Ball complained to the State Bar, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession in willful violation of Rules of Professional Conduct, rule 4-100(B)(3).

18. By not disbursing to Ball her share of the settlement proceeds until five months after he received and deposited the settlement check, despite her repeated inquiries about the status of the settlement check, and not until after she had complained to the State Bar, Respondent failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive, in willful violation of Rules of Professional Conduct, rule 4-100(B)(4).

19. By falsely informing Ball that there had been a delay in the settlement process, Respondent made a material misrepresentation to a client about the status of her settlement funds. By making a material misrepresentation to a client, Respondent committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

20. By intentionally misappropriating \$25,638.56, in funds belonging to Ball, Respondent committed acts involving moral turpitude, dishonesty, or corruption, in willful violation of Business and Professions Code, section 6106.

Case No. 13-O-10816-RAP (Complainant: Christine Bellwood)

FACTS:

21. On November 28, 2011, Christine Bellwood ("Bellwood") hired Respondent to represent her in pursuing a personal injury claim for a 25 percent contingency fee.

22. In July 2012, Respondent settled Bellwood's claim for \$100,000, with Bellwood's knowledge and consent.

23. In early July 2012, Respondent received the settlement check in the amount of \$100,000, on behalf of Bellwood.

24. On July 18, 2012, Respondent deposited the \$100,000 settlement check into his client trust account at U. S. Bank.

25. Respondent was entitled to receive \$25,000 from Bellwood's settlement as his contingency fee.

26. During the period from July 18, 2012 through August 5, 2012, Respondent was required to maintain in the CTA a minimum balance of \$75,000 on Bellwood's behalf. During that period, the balance in the CTA fell below \$75,000 on multiple dates. On August 3, 2012, the CTA balance fell to its lowest of \$59,696.44.



27. On August 6, 2012, Respondent disbursed \$40,000, of the settlement proceeds to Bellwood.

28. During the period from August 6, 2012 to the present, Respondent was required to maintain in the CTA a minimum balance of \$35,000, on Bellwood's behalf. During that period, the balance in the CTA fell below \$35,000 on multiple dates and none of the monies expended from the trust account were expended on behalf of Bellwood. On September 6, 2012, the CTA balance fell to \$246.44. Respondent intentionally misappropriated \$34,753.34, of Bellwood's funds.

29. Beginning July 18, 2012 until the present, Respondent was required to maintain in the CTA sufficient funds to pay medical liens in Bellwood's case. The total amount of those liens is \$32,894. To date, Respondent has not disbursed any settlement funds to pay the outstanding liens in Bellwood's case.

30. To date, Respondent has not provided Bellwood with any accounting of the settlement proceeds.

#### CONCLUSIONS OF LAW:

31. By failing to maintain a CTA balance of \$75,000 on Bellwood's behalf from July 18, 2012 to August 5, 2012; and a balance of \$35,000 from August 6, 2012 to the present; 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).

32. By not rendering any accounting of Bellwood's settlement proceeds, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in willful violation of Rules of Professional Conduct, rule 4-100(B)(3).

33. By intentionally misappropriating \$34,753.34 in funds belonging to Bellwood, Respondent committed acts involving moral turpitude, dishonesty, or corruption, in willful violation of Business and Professions Code, section 6106.

#### Case No. 13-O-14054 (INV) (Complainant: Rebecca McKeown)

#### FACTS:

34. In late 2007, Rebecca McKeown ("McKeown") hired Respondent to represent her in pursuing a personal injury claim on a contingency fee basis. Her injuries were sustained in a car accident that took place in July 2006.

35. In 2008, Respondent settled the McKeown claim for \$80,000 with McKeown's knowledge and consent.

36. On July 8, 2009, Respondent received the \$80,000 settlement check and deposited it into his client trust account at U. S. Bank.

37. Respondent was entitled to receive one-third of the settlement (\$26,667) as his contingency fee.

38. During the period from July 8, 2009 to January 10, 2010, Respondent disbursed \$25,000 of the settlement funds to McKeown, in two payments of \$20,000 and \$5,000, respectively. No other settlement funds were disbursed.

39. During the entire period from July 8, 2009 to January 10, 2010, Respondent was required to maintain in the CTA a minimum balance of \$28,333 on McKeown's behalf.

40. During the period from July 8, 2009 to January 10, 2010, the balance in Respondent's CTA fell below \$28,333. On August 13, 2009, the CTA balance fell to \$21.84. Respondent intentionally misappropriated \$28,311 of McKeown's funds.

41. Respondent has not paid any additional funds to McKeown since January 10, 2010.

42. At no time did Respondent provide McKeown with any accounting of her settlement proceeds.

#### CONCLUSIONS OF LAW:

43. By failing to maintain a CTA balance of at least \$28,333, for the period from July 8, 2009 to January 10, 2010, 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).

44. By intentionally misappropriating \$28,311, Respondent committed an act involving moral turpitude, dishonesty or corruption, in willful violation of Business and Professions Code, section 6106.

45. By not providing McKeown with any accounting of the settlement proceeds he received on her behalf, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in willful violation of Rules of Professional Conduct, rule 4-100(B)(3).

#### Case No. 13-O-11192 (INV) (Complainant: Cheryl Fowlkes)

#### FACTS:

46. On November 13, 2009, Cheryl Fowlkes ("Fowlkes") hired Respondent to represent her in pursuing a personal injury claim for a 33 1/3 percent contingency fee.

47. Prior to settlement, the AAA gave two advances to Fowlkes, totaling \$3,077.42. The first advance, issued prior to November 13, 2009, in the amount of \$15, was for a medical prescription. The second advance in the amount of \$ 3,062.42, was disbursed on January 6, 2010.

48. In December 2011, Respondent settled the claim with the Interinsurance Exchange of the Automobile Club ("AAA") for \$30,000 without Fowlkes' knowledge or consent.

49. Respondent did not inform Fowlkes that her personal injury claim had settled.

50. In December 2011, Respondent received a settlement check on behalf of Fowlkes, in the amount of \$26,923.

51. Respondent did not inform Fowlkes that he received the settlement check.

52. Without Fowlkes' knowledge or consent, on December 15, 2011, Respondent signed or caused to be signed Fowlkes's name to the Hold Harmless/Indemnity Agreement ("Hold Harmless") received from AAA.

53. From December 2011 through April 28, 2012, Fowlkes repeatedly contacted Respondent and inquired about the status of her matter. Each time, Respondent responded to Fowlkes but he concealed the fact that her case had settled or that he had received the settlement proceeds.

54. On April 29, 2012, Fowlkes learned through an independent third party that her matter had already settled. Fowlkes immediately contacted Respondent and requested payment of her undisputed share of the settlement funds. Respondent received Fowlkes demand but did not promptly disburse any funds to Fowlkes and did not otherwise respond to the demand.

55. In August 2012, Fowlkes hired attorney Seymone Javaherian ("Javaherian"), to assist her in obtaining her share of the settlement proceeds from respondent. Subsequently, on multiple occasions, Javaherian requested on Fowlkes' behalf an accounting of the settlement proceeds from respondent.

56. On September 11, 2012, respondent provided an accounting of the settlement proceeds to Javaherian.

57. In October 2012, 10 months after he received the settlement proceeds, Respondent disbursed Fowlkes' share of the settlement funds totaling \$19,563.36 to Javaherian.

#### CONCLUSIONS OF LAW:

58. By concealing from Fowlkes that her case had settled and that he had received the settlement proceeds; and by signing Fowlkes' name to the Hold Harmless, or causing it to be signed, without Fowlkes knowledge and consent; Respondent made material misrepresentations and omissions to a client about the status of her case, and misrepresentations to the insurance company that Fowlkes had agreed to the settlement and signed the Hold Harmless. By making

material misrepresentations and omissions to a client and misrepresentations to the insurance company that settled the case in exchange for the client's release, Respondent committed acts involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

59. By not informing Fowlkes that he received the settlement check in December 2011, Respondent failed to notify a client promptly of the receipt of the client's funds, in willful violation of Rules of Professional Conduct, rule 4-100(B)(1).

60. By not disbursing to Fowlkes her share of the settlement proceeds until 10 months after he received the settlement check, despite her repeated inquiries about the status of the case, and only after she hired new counsel to assist her, Respondent failed to pay promptly, as requested by a client, any funds in Respondent's possession which the client is entitled to receive, in willful violation of Rules of Professional Conduct, rule 4-100(B)(4).

61. By not rendering an appropriate accounting to Fowlkes until nine months after he received her settlement proceeds, and only after Fowlkes hired new counsel to assist her, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession in willful violation of Rules of Professional Conduct, rule 4-100(B)(3).

#### **ADDITIONAL FACTS RE AGGRAVATING CIRCUMSTANCES.**

**Dishonesty** (Standard 1.2(b)(iii)): Respondent misappropriated client funds in three matters, and still owes money to two former clients. Respondent also misrepresented to one client that there had been a delay in the settlement process of her claim; and, he concealed from another client the fact that her case had settlement and that he had received the settlement funds.

**Trust Violations** (Standard 1.2(b)(iii)): Respondent failed to maintain client funds in his client trust account in three matters, and failed to render an appropriate accounting in all four matters.

**Harm** (Standard 1.2(b)(iv)): Respondent misappropriated a total of \$88,702.90 in client funds belonging to three separate clients. Although Respondent has fully disbursed all settlement funds to one victim, he still owes \$63,333.00 (plus interest) to the other two victims.

**Indifference** (Standard 1.2(b)(v)): Respondent has not taken any steps to pay Bellwood or McKeown the amounts owed to them.

**Multiple Acts of Misconduct** (Standard 1.2(b)(ii)): Respondent engaged in multiple acts of wrongdoing, for nearly four years.

#### **ADDITIONAL FACTS RE MITIGATING CIRCUMSTANCES.**

**No Prior Record of Discipline:** Though Respondent's misconduct is extremely serious, Respondent has no prior record of discipline in nearly 18 years of practice and is entitled to some mitigation. (Standard 1.2(e)(i); *In the Matter of Riordan* (Review Dept. 2007) 5 Cal. State Bar

Ct. Rptr. 41, 49; *In the Matter of Stamper* (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 96, 106, fn.13.)

**Pretrial Stipulation:** Respondent is entitled to mitigation for entering into this stipulated settlement without the need of a trial to resolve this matter (*Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 [where mitigative credit was given for entering into a stipulation as to facts and culpability].)

#### **AUTHORITIES SUPPORTING DISCIPLINE.**

The Standards for Attorney Sanctions for Professional Misconduct provide a “process of fixing discipline” pursuant to a set of written principles to “better discharge the purposes of attorney discipline as announced by the Supreme Court.” (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, Introduction (all further references to standards are to this source).) The primary purposes of disciplinary proceedings and of the sanctions imposed 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.” (*In re Morse* (1995) 11 Cal.4th 184, 205; std. 1.3.)

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.) Any discipline recommendation different from that set forth in the applicable standards should clearly explain the reasons for the deviation. (*Blair v. State Bar* (1989) 49 Cal.3d 762, 776, fn. 5.)

Respondent admits to committing multiple acts of professional misconduct. Standard 1.6(a) requires that where two or more acts of misconduct are found or acknowledged, and different sanctions are prescribed by the standards for such acts, the sanction imposed shall be the more or most severe prescribed in the applicable standards.

The most severe sanction applicable to Respondent’s misconduct is found in standard 2.2(a), which applies to Respondent’s violation of Business and Professions Code section 6106.

Standard 2.2(a) provides that:

“Culpability of a member of wilful misappropriation of entrusted funds or property shall result in disbarment. Only if the amount of funds or property misappropriated is insignificantly small or if the most compelling mitigating circumstances clearly predominate, shall disbarment not be imposed. In those latter cases, the discipline shall not be less than a one-year actual suspension, irrespective of the mitigating circumstances.”

Respondent misappropriated a significant amount of money, totaling at least \$88,702.90. There are no compelling mitigating circumstances. Accordingly, Respondent's disbarment is warranted under standard 2.2.

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

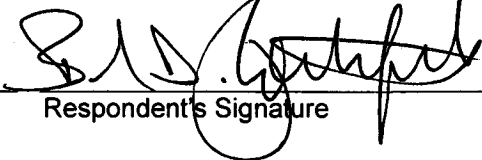

Respondent acknowledges that the Office of the Chief Trial Counsel has informed him that as of July 9, 2013, the prosecution costs in this matter are \$9,921.53. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

(Do not write above this line.)

In the Matter of: BRAD DANIEL PORTERFIELD SBN 134060	Case number(s): 12-O-14888-RAP, 13-O-10816-RAP, 13-O-10454 (INV), 13-O-11192 (INV)
--	--

**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>7/9/13</u> Date	 Respondent's Signature	<u>Brad Daniel Porterfield</u> Print Name
<u>                    </u> Date	<u>                    </u> Respondent's Counsel Signature	<u>N/A</u> Print Name
<u>7/9/13</u> Date	 Deputy Trial Counsel's Signature	<u>Susan J. Jackson</u> Print Name

(Do not write above this line.)

In the Matter of: BRAD DANIEL PORTERFIELD SBN 134060	Case Number(s): 12-O-14888-RAP, 13-O-10816-RAP, 13-O-10454 (INV), 13-O-11192 (INV)
--	--

**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:

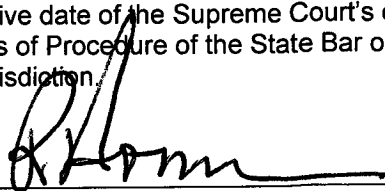
- The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- All Hearing dates are vacated.

See attached Modifications to Stipulation.

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 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.

8/8/13  
Date

  
RICHARD A. HONN  
Judge of the State Bar Court



In the Matter of :  
BRAD DANIEL PORTERFIELD  
SBN 134060

Case Number(s):  
12-O-14888-RAP, 13-O-10816-RAP,  
13-O-10454 (INV), 13-O-11192 (INV)

MODIFICATIONS TO STIPULATION

1. On page 2 of the stipulation, the "X" in boxes B(2) (Dishonesty) and B(3) (Trust Violation) are DELETED. Without question, it is improper to rely on the same act or acts to establish both a substantive statutory or rule violation (e.g., Bus. & Prof. Code, § 6106) and an aggravating circumstance under standard 1.2(b)(iii). (E.g., In the Matter of Chesnut (Review Dept. 2000) 4 Cal. State Bar Ct. Rptr. 166, 176; In the Matter of Duxbury (Review Dept. 1999) 4 Cal. State Bar Ct. Rptr. 61, 68; In the Matter of Fandey (Review Dept. 1994) 2 Cal. State Bar Ct. Rptr. 767, 777.)
2. On page 2 of the stipulation, in paragraph B(2) (Dishonesty), the following sentence is DELETED: "See Attachment, page 12."
3. On page 2 of the stipulation, in paragraph B(3) (Trust Violation), the following sentence is DELETED: "See Attachment, page 12."
4. On page 9 of the stipulation, in paragraph number 28, in the fifth line, the figure "\$34,753.34" is changed to "\$34,753.56."
5. On page 9 of the stipulation, in paragraph number 30, in the first line, the figure "\$34,753.34" is changed to "\$34,753.56."
6. On page 12 of the stipulation, under the heading "Additional Facts Re Aggravating Circumstances," the first two paragraphs, which begin "Dishonesty (Standard 1.2(b)(iii))" and "Trust Violations (Standard 1.2(b)(iii))," respectively, are DELETED.
7. On page 12 of the stipulation, under the heading "Additional Facts Re Mitigating Circumstances," in the first paragraph, which begins "No Prior Record of Discipline," in the second and third lines, the phrase "and is entitled to some mitigation" is DELETED, and the phrase "for which respondent is entitled to significant mitigation" is INSERTED in its place.

-x-x-x-

**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 August 8, 2013, I deposited a true copy of the following document(s):

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

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

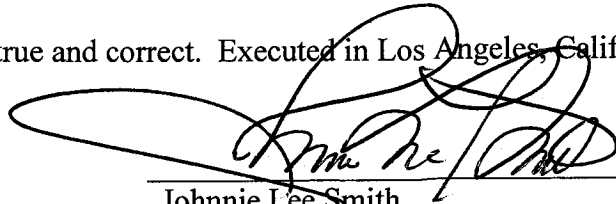
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

BRAD D. PORTERFIELD  
535 N PUENTE ST  
BREA, CA 92821

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

Susan J. Jackson, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on August 8, 2013.



---

Johnnie Lee Smith  
Case Administrator  
State Bar Court