

STATE BAR COURT OF CALIFORNIA
HEARING DEPARTMENT - LOS ANGELES

In the Matter of)	Case Nos.: 12-O-16316-RAP (13-O-12929)
)	
CURTIS ALLEN WESTFALL,)	DECISION AND ORDER OF
)	INVOLUNTARY INACTIVE
Member No. 128447,)	ENROLLMENT
)	
A Member of the State Bar.)	

Introduction¹

In this contested disciplinary proceeding, respondent Curtis Allen Westfall is charged with (1) entering into a business relationship with a client without proper notifications; failing to communicate with a client; failing to pay client funds promptly; and committing an act of moral turpitude in one client matter; and (2) failing to comply with conditions attached to his disciplinary probation imposed by the California Supreme Court.

This court finds by clear and convincing evidence that respondent is culpable of the alleged misconduct. Based upon the nature and extent of culpability and the applicable aggravating circumstances, particularly his three prior records of discipline, the court recommends that respondent be disbarred from the practice of law and make restitution.

¹ Unless otherwise indicated, all references to rules refer to the State Bar Rules of Professional Conduct. Furthermore, all statutory references are to the Business and Professions Code, unless otherwise indicated.

Significant Procedural History

The Office of the Chief Trial Counsel of the State Bar of California (State Bar) filed a Notice of Disciplinary Charges (NDC) on August 22, 2013. Respondent filed a response to the NDC on December 11, 2013.

On January 30, 2014, the court denied respondent's motion to dismiss.

Trial in this matter was held on February 5, 2014. Respondent represented himself. The State Bar was represented by Deputy Trial Counsel Ross E. Viselman. A stipulation of facts was filed on the day of trial. The matter was submitted for decision at the conclusion of trial.

Findings of Fact and Conclusions of Law

Respondent was admitted to the practice of law in California on June 17, 1987, and has been a member of the State Bar of California at all times since that date.

Case No. 12-O-16316 – The Worley Matter

Facts

On September 15, 2004, Jonathan Worley ("Worley") employed respondent to represent him in an arbitration proceeding against Wedbush Morgan Securities, Inc., before the National Association of Securities Dealers, entitled *Wedbush Morgan Securities, Inc. v. Jonathan David Worley*, NASD-DR Arbitration No. 01-06380 ("the Wedbush arbitration").

Under the written retainer agreement between respondent and Worley, respondent was entitled to a contingency fee of 45% of any award obtained by Worley in the Wedbush arbitration. The retainer agreement also stated that it did not "contemplate any appeal or retrial and should an appeal or retrial be necessary, a further agreement shall be negotiated at that time." In other word, the agreement did not provide for respondent's representation in any appeal or establish attorney fees if there was an appeal in the matter.

On November 23, 2004, Worley obtained an award in the Wedbush arbitration against Wedbush in the amount of \$323,450 (“the arbitration award”).

On December 21, 2004, Wedbush appealed the arbitration award to the Los Angeles County Superior Court. Respondent represented Worley in the appeal. On April 11, 2005, the court confirmed the arbitration award (“the judgment”).

On May 12, 2005, Wedbush again appealed the judgment to the Second Appellate District of the California Court of Appeal.

On June 3, 2005, respondent and Worley discussed attorney fees for respondent to continue to represent Worley on appeal. Worley did not have the funds to pay respondent’s fee for the appeal. Respondent introduced Worley to The Lion Cub, LLC (“Lion Cub”), a company that loans money to plaintiffs who anticipate recovery from pending lawsuits or claims.

On June 23, 2005, following respondent’s advice, Worley entered into a Claim Investment Agreement (“Claim Agreement”) with Lion Cub in which Lion Cub agreed to advance Worley \$34,750 (the “advance”). Under the terms of the Claim Agreement, if Worley prevailed on appeal and the arbitration award became final, Worley would then be obligated to repay the advance plus interest to Lion Cub. Interest on repayment of the advance accrued from June 23, 2005, and compounded monthly at 3½% per month. Worley had no obligation to repay the advance to Lion Cub if Worley lost the appeal.

Respondent also signed the Claim Agreement acknowledging his understanding of the Claim Agreement, his obligation to disburse the arbitration award once it became final, and his obligation to keep Lion Cub notified of the status of the appeal.

Worley trusted respondent and signed the Claim Agreement because respondent told him that this type of deal was common and that there would be no risk to Worley.

On June 24, 2005, respondent and Worley entered into a contract entitled Agreement and Indemnity, in which Worley agreed to transfer the advance to respondent as attorney fees for the appeal. In exchange, respondent agreed to be solely responsible for repayment of the advance plus interest to Lion Cub under the same obligation and conditions that applied to Worley pursuant to the Claim Agreement. By entering into the Agreement and Indemnity, respondent agreed to pay client funds to a third party on the client's behalf.

Respondent never advised Worley of the risk to Worley if respondent failed to pay Lion Cub. Respondent did not advise Worley in writing that he could seek the advice of an independent lawyer of Worley's choice or allow Worley an opportunity to seek independent legal advice prior to entering into the Agreement and Indemnity with respondent.

Once again, Worley signed the Agreement and Indemnity because he trusted respondent and respondent told him that there would be "no risk" to Worley. Worley wanted respondent to continue representing him in the appeal but could not afford to pay respondent's attorney fees. Although he felt pressured and hurried by respondent to sign both the Lion Cub Claim Investment Agreement and the Indemnity Agreement, it was the only way for Worley to retain respondent to handle the appeal.

On June 28, 2005, Worley transferred the \$34,750 advance to respondent.

On November 8, 2005, the Second Appellate District of the California Court of Appeal affirmed the judgment with costs to Worley. The California Supreme Court denied Wedbush's petition for review and on January 23, 2006, the arbitration award became final in favor of Worley.

On January 31, 2006, Worley paid respondent the arbitration award in full and respondent disbursed to Worley his portion of the award and retained the remainder of the award as attorney fees.

However, respondent did not pay the advance to Lion Cub at the time of his disbursements and did not notify Lion Cub that the arbitration award had become final despite respondent's agreement to do so.

Between February 7 and November 13, 2006, Worley repeatedly asked respondent whether respondent had repaid the advance to Lion Cub. Respondent received the inquiries but did not respond to Worley.

Eventually, Lion Cub contacted Worley about the loan repayment. Worley was floored by the news and attempted to contact respondent. Respondent would not respond to Worley's numerous messages.

On November 13, 2006, Worley sent a letter to respondent requesting respondent repay the advance plus interest to Lion Cub on Worley's behalf. Respondent received the letter but did not respond to Worley.

On November 22, 2006, a representative of Lion Cub wrote to respondent, requesting repayment of the advance plus applicable interest, and concluded that, if respondent did not promptly repay the advance, Lion Cub would "take further action against you and your client to collect the funds due." Respondent received the letter but did not respond to Lion Cub.

On December 18, 2006, Lion Cub initiated an arbitration claim against Worley and respondent to recover the advance. Again, Worley attempted to contact respondent on numerous occasions concerning the arbitration. Respondent would not respond to Worley's numerous messages.

On July 23, 2007, Lion Cub obtained an arbitration award against Worley and respondent, jointly and severally, in the amount of \$63,913.41 plus 9% interest. Respondent received the arbitration award but did not repay the advance plus applicable interest.

On December 17, 2007, Lion Cub obtained a judgment from Los Angeles County Superior Court confirming the arbitration award against Worley and respondent, jointly and severally. Respondent received the notice of judgment but did not repay the advance plus applicable interest to Lion Cub.

In September 2008, respondent and Worley entered into a written agreement that respondent would pay Worley \$1,000 per month. Respondent secured the agreement by granting Worley a security interest for payments owed to Worley in a case respondent was then litigating. Respondent made one or two payments to Worley under the September 2008 agreement and then stopped making payments to Worley.

On March 3, 2009, Lion Cub obtained a writ of execution for enforcement of the judgment against Worley and respondent. Respondent received the notice of the writ of execution but did not repay the advance plus applicable interest to Lion Cub.

Commencing in or around April 2009 Lion Cub levied Worley's bank accounts and collected \$59,874. Worley testified that he was penniless after his bank accounts were wiped out by the levy. The ensuing financial stress caused Worley marital difficulties, almost leading to a divorce from his wife.

In addition, a deputy sheriff visited Worley's place of employment to serve a wage garnishment order against Worley with his employer. Since Worley works in the financial and investment field, Worley feared that he would be terminated by his employer because of the wage garnishment. However, the wage garnishment never took place because of the amount of funds Lion Cub received from the levy on Worley's bank accounts.

Respondent paid Worley \$10,000 on March 20, 2011, and \$15,000 on April 14, 2011, as partial reimbursement for Worley's payments to Lion Cub.

Worley testified that respondent has repaid him \$39,000 of the \$59,874 taken from his bank accounts by Lion Cub. Although respondent has paid other fees on Worley's behalf, such as Worley's attorney fees in the Lion Cub arbitration, respondent has not repaid Worley the \$20,874 still owed from the bank levy.

Respondent argues that he has repaid Worley the amount of the Lion Cub loan but has refused to pay more since the interest charged by Lion Cub in the Worley loan was illegal. Respondent testified that he made the same argument at the Lion Cub arbitration and to the superior court without success.

Conclusions

Count One – (Rule 3-300 [Avoiding Interests Adverse to a Client])

Rule 3-300 provides that an attorney must not enter into a business transaction with a client or knowingly acquire an ownership, security, possessory, or other pecuniary interest adverse to a client unless the transaction/acquisition and its terms are reasonable and fair to the client and are fully disclosed and transmitted in writing to the client in a reasonably understandable manner; the client is advised in writing that the client may seek the advice of an independent lawyer of the client's choice and is given a reasonable opportunity to do so; and the client thereafter consents in writing to the terms of the transaction/acquisition.

Clearly, the Agreement and Indemnity was adverse to Worley's interests. Yet, before entering into the agreement, respondent never advised Worley in writing to seek the advice of an independent lawyer or allow Worley an opportunity to seek independent legal advice.

Therefore, the court finds that there is clear and convincing evidence that respondent entered into a business transaction with a client without complying with the requirements of rule 3-300, in willful violation of rule 3-300, by entering into the Agreement and Indemnity contract

with Worley without disclosing in writing to the client that the client may seek the advice of an independent lawyer of the client's choice and give the client a reasonable opportunity to do so.

Count Two – (§ 6068, subd. (m) [Failure to Communicate])

Section 6068, subdivision (m), provides that an attorney has a duty to promptly respond to reasonable status inquiries of clients and to keep clients reasonably informed of significant developments in matters with regard to which the attorney has agreed to provide legal services.

Respondent was required to carry through to conclusion all matters undertaken for Worley. Here, the Lion Cub repayment was related to respondent's representation of Worley on the appeal and obtaining payment for his fees. Disbursements of the arbitration award were made in January 2006 and Worley repeatedly called respondent between February and November 2006. Absent a letter of termination that respondent's services had concluded, there is no evidence that their attorney-client relationship had yet ended.

Even if it had terminated, his duty to communicate with Worley regarding a matter that he had worked on continued after the termination to the extent that he must not act in a manner that would injure Worley with respect to the matter involved in the prior representation. (See *Oasis West Realty, LLC v. Goldman* (2011) 51 Cal.4th 811, 821.) Here, Worley's phone calls were specifically related to the payment of fees for the appeal which respondent handled. As a result of respondent's failure to pay Lion Cub, Worley was seriously injured in that his bank accounts were levied. Yet, respondent failed to return his client's phone calls about the status of the payment to Lion Cub.

Therefore, the court finds that there is clear and convincing evidence that respondent failed to communicate with a client, in violation of section 6068, subdivision (m), by failing to respond to numerous messages from Worley regarding the status of the repayment of funds to Lion Cub.

Count Three – (Rule 4-100(B)(4) [Promptly Pay/Deliver Client Funds])

Rule 4-100(B)(4) requires an attorney to promptly pay or deliver, as requested by the client, any funds, securities, or other properties in the attorney's possession which the client is entitled to receive.

The court finds that there is clear and convincing evidence that respondent failed to promptly pay client funds, in violation of rule 4-100(B)(4), by failing to pay the advance plus interest to Lion Cub on behalf of Worley.

Count Four – (§ 6106 [Moral Turpitude])

Section 6106 provides, in part, that the commission of any act involving dishonesty, moral turpitude, or corruption constitutes cause for suspension or disbarment.

The court finds that there is clear and convincing evidence that respondent committed an act involving dishonesty, moral turpitude, or corruption, in willful violation of section 6106, by gravely compromising his duty of loyalty to his client, ignoring his role as a fiduciary to his client when he failed to pay the advance to Lion Cub, placing his client at risk of having Worley's wages garnished, and causing his client's bank accounts being levied. Respondent exploited his position of trust to the detriment of his client by entering into the Agreement and Indemnity without following it through. (See *In the Matter of Casey* (Review Dept. 2008) 5 Cal. State Bar Ct. Rptr. 117.)

Case No. 13-O-12929 – The Probation Violation Matter

Facts

On November 2, 2011, the California Supreme Court issued Order No. S195926 (the "Order") in State Bar Court case Nos. 07-O-14273 and 08-O-14320. Pursuant to the Order, respondent was placed on probation for two years, with probation conditions and one-year stayed suspension.

Respondent was properly served with and received the Order.

Among the conditions of probation, respondent was required to meet with the Office of Probation (OP) by January 1, 2012. Respondent did not meet with OP Deputy Ivy Cheung until February 1, 2012.

Among the conditions of probation, respondent was required to submit written quarterly reports to the OP by January 10, April 10, July 10, and October 10 of the period of probation, stating under penalty of perjury his compliance with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent failed to submit to the OP his written quarterly reports due by July 10 and October 10, 2012, until October 28, 2012.

Respondent failed to submit his written quarterly report due January 10, 2013. Respondent faxed a copy of his January 10, 2013 quarterly report to OP Deputy Cheung on January 9, 2013. Cheung notified respondent that an original quarterly report must be filed.

On January 10, 2013, Cheung received an original signature page from respondent for his January 10, 2013 quarterly report.

Among the conditions of probation, respondent was required to answer fully, truthfully, and promptly any inquiries of the OP. On January 16, 2013, another OP deputy assigned to respondent's matter left a voice mail message for respondent inquiring about his missing January 2013 report. On January 16, 2013, respondent responded to the OP deputy's inquiry and stated that his January 10, 2013 report would "probably be in the mail tomorrow," or words to that effect. Respondent failed to mail the January 2013 report to the OP.

On February 12, 2013, the OP deputy left another voice mail message for respondent inquiring about his missing January 2013 report. Respondent failed to respond to the OP deputy's inquiry.

On April 9, 2013, the OP deputy called respondent and inquired again about his missing January 2013 report. Respondent told the OP deputy that he believed a “neighbor” had mailed it in, that he would confirm if this was the case, and that he would update the OP deputy on the status of his January 10, 2013 report the next day. Respondent failed to follow-up with the OP deputy’s inquiry.

Conclusion

Count Five - (§ 6068, subd. (k) [Failure to Comply with Probation Conditions])

Section 6068, subdivision (k), provides that an attorney has a duty to comply with all conditions attached to any disciplinary probation.

The court finds that there is clear and convincing evidence that respondent failed to comply with the terms of his probation, in willful violation of section 6068, subdivision (k), by failing to timely meet with his assigned OP Deputy; by failing to timely file his July 10 and October 10, 2012; by failing to file an original January 10, 2013 quarterly report; and by failing to answer fully, truthfully and promptly inquiries from the OP.

Aggravation²

Prior Record of Discipline (Std. 1.5(a).)

The respondent has a record of three prior disciplinary actions.

First Disciplinary Action

On October 13, 2004, the State Bar Court Hearing Department issued an order of private reproof with one year of probation conditions against respondent. Respondent stipulated to a violation of rule 3-110(A) in one client matter, which occurred from 2002 to 2003. (State Bar Court case No. 03-O-04269.)

² All references to standards (Std.) are to the Rules of Procedure of the State Bar, title IV, Standards for Attorney Sanctions for Professional Misconduct.

There were no aggravating factors. In mitigation, respondent had no prior record of discipline and displayed remorse.

Second Disciplinary Action

On November 2, 2011, pursuant to Supreme Court Order No. S195926, respondent was ordered to be suspended from the practice of law for one year, stayed, and placed on probation for two years. Respondent stipulated to misconduct in one client matter and trust account violations which occurred from 2006 through 2008. Respondent's misconduct violated rules 3-110(A), 3-700(D)(1), and 4-100(A), and section 6068, subdivisions (i) and (m). (State Bar Court case No. 07-O-14273 et al.)

In aggravation, respondent had a prior record of discipline and his misconduct included trust violations; caused harm to his client; and evidenced multiple acts of wrongdoing. In mitigation, respondent cooperated in the State Bar proceeding by entering into a stipulation and paid restitution to his client for the client's costs incurred in the underlying litigation as a result of respondent's failure to complete his client's appeal.

Third Disciplinary Action

On December 18, 2013, pursuant to Supreme Court Order No. S213935, respondent was ordered to be suspended from the practice of law for two years, stayed, and placed on probation for three years, with an actual suspension of the first year of probation and until he has shown proof satisfactory to the State Bar Court of his rehabilitation, fitness to practice and learning and ability in the general law. Respondent was found culpable in one client matter of violating rules 3-110(A) and 3-700(A)(2) and section 6068, subdivisions (i) and (m). The misconduct occurred from 2007 through 2011. (State Bar Court case No. 11-O-16521.)

In aggravation, respondent had two prior records of discipline; respondent committed multiple acts of misconduct; and his misconduct harmed his clients. In mitigation, at the time of

his misconduct, respondent was suffering from severe emotional distress and financial stress; and respondent had participated in community service.

Multiple Acts of Wrongdoing (Std. 1.5(b).)

Respondent's misconduct evidences multiple acts of wrongdoing. He failed to avoid interests adverse to his client, failed to communicate with client, failed to promptly pay Lion Cub on behalf of his client, committed an act of moral turpitude, and failed to comply with his probation conditions.

Harm to Client/Public/Administration of Justice (Std. 1.5(f).)

Respondent's misconduct harmed his client. Due to respondent's misconduct, and in addition to monetary loss of over \$20,000, Worley's marriage was affected; a deputy sheriff appeared at his place of employment to deliver a wage garnishment order, which caused Worley to fear that he would be terminated from employment; and \$60,000 was removed from his bank account by writ, which almost caused his bankruptcy and left him and his family penniless.

Indifference Toward Rectification/Atonement (Std. 1.5(g).)

Respondent has failed to recognize his wrongdoing. He has refused to pay the remaining balance owed to his client, insisting that the interest in the Lion Cub loan was illegal. He had made the same argument at the arbitration and before the superior court and had lost.

Failure to Make Restitution (Std. 1.5(i).)

Respondent has not provided complete restitution to Worley. Although he has paid his client \$39,000, he still owes Worley the remaining balance of \$20,784.

Mitigation

Extreme Emotional/Physical Difficulties (Std. 1.6(d).)

The parties stipulated that the court's findings in mitigation re: Extreme Emotional/Physical Difficulties, in its decision in State Bar Court case No. 11-O-16521

(S213935), filed on August 2, 2013 (third disciplinary action), be admitted into evidence in this matter.

Richard Sandor, M.D. ("Dr. Sandor"), testified on behalf of respondent. Dr. Sandor opined that based on what respondent told him during their discussions, respondent was suffering from major depression beginning in 2005, and he would have prescribed anti-depression medication and therapy to treat respondent's depression. Dr. Sandor described respondent's depression between 2005 and 2008 as severe, but varying, as respondent would sometimes feel better.

From 2006 to 2012, respondent was dealing with the deterioration of his marriage, ultimately leading to respondent removing himself from his wife and two children. Respondent felt guilty and shameful, particularly for leaving his two children, which he had promised himself that he would never do.

During the time of his misconduct in this matter, respondent was dealing with feelings of being unable to function and to think clearly. He protected himself from these overwhelming feelings by employing defense mechanisms, which are normal in everyone from childhood to adulthood. However, due to his depression, respondent was employing childhood defense mechanisms, such as avoidance. An example is respondent's failure to respond to the State Bar investigator's letters. Respondent's behavior was like an ostrich sticking his head in the sand, which is not an adult way to deal with a problem. Although at the time of the State Bar investigation in 2011, respondent was functioning well, a problem with his daughter brought back all the feelings of the shame and guilt, leading respondent to ignore the letters, and eventually leading to the court entering a default order in the third disciplinary matter.

During the periods of his depression, respondent would also blame others for his problems and not take responsibility for his mistakes, which is another example of respondent's

childhood defense mechanism. Respondent could still function but his depression impaired his motivation and cognitive ability and hindered his professional ability.

The court finds that at the time of his misconduct respondent was suffering from extreme emotional difficulties which expert testimony established was directly responsible for the misconduct.

Candor and Cooperation (Std. 1.6(e).)

Respondent entered into an extensive stipulation of facts at trial in this matter, which is a mitigating factor.

Other Mitigation

The parties stipulated that the court's findings in mitigation re: Financial Distress in respondent's third disciplinary matter (State Bar Court case No. 11-O-16521) be admitted into evidence in this matter.

At the time of his misconduct, respondent was suffering from severe financial difficulties. In addition to dealing with the break-up of his family, respondent was dealing with the financial stress of supporting his wife and children and supporting himself while living alone. He often had to borrow money from friends to meet his monthly expenses.

Discussion

The purpose of State Bar disciplinary proceedings is not to punish the attorney, but to protect the public, to preserve public confidence in the profession, and to maintain the highest possible professional standards for attorneys. (*Chadwick v. State Bar* (1989) 49 Cal.3d 103, 111; *Cooper v. State Bar* (1987) 43 Cal.3d 1016, 1025.)

In determining the level of discipline, the court looks first to the standards for guidance. (*Drociak v. State Bar* (1991) 52 Cal.3d 1085, 1090; *In the Matter of Koehler* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 615, 628.) Second, the court looks to decisional law. (*Snyder v.*

State Bar (1990) 49 Cal.3d 1302, 1310-1311; *In the Matter of Taylor* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 563, 580.)

Standard 1.1 provides that the primary purposes of disciplinary proceedings are the "(a) protection of the public, the courts, and the legal profession; (b) maintenance of the highest professional standards; and (c) preservation of public confidence in the legal profession."

Standard 1.7(a) provides, that if a member commits two or more acts of misconduct and the Standards specify different sanctions for each act, the most severe sanction must be imposed.

Standard 1.7(b) provides, in pertinent part, if aggravating circumstances are found, they should be considered alone and in balance with any mitigating factors.

Standard 1.7(c) provides, in pertinent part, if mitigating circumstances are found, they should be considered alone and in balance with any aggravating factors.

Standard 1.8(b) provides that, if an attorney has two or more prior records of discipline, disbarment is appropriate in the following circumstances, unless the most compelling mitigating circumstances clearly predominate or the misconduct underlying the prior discipline occurred during the same time period as the current misconduct:

1. Actual suspension was ordered in any one of the prior disciplinary matters;
2. The prior disciplinary matters coupled with the current record demonstrate a pattern of misconduct; or
3. The prior disciplinary matters coupled with the current record demonstrate the member's unwillingness or inability to conform to ethical responsibilities.

Standard 2.2(a) provides for actual suspension of three months to be appropriate for commingling or failure to promptly pay out entrusted funds.

Standard 2.4 provides that suspension is appropriate for improperly entering into a business transaction with a client or knowingly acquiring a pecuniary interest adverse to a client.

Standard 2.5(c) provides that reproof is appropriate for failing to perform legal services or properly communicate in a single client matter.

Standard 2.7 provides that disbarment or actual suspension is appropriate for an act of moral turpitude, dishonesty, fraud, corruption or concealment of a material fact. The degree of sanction depends on the magnitude of the misconduct and the extent to which the misconduct harmed or misled the victim and related to the member's practice of law.

Finally, standard 2.10 provides that actual suspension is appropriate for failing to comply with a condition of discipline.

The standards, however, "do not mandate a specific discipline." (*In the Matter of Van Sickel* (Review Dept. 2006) 4 Cal. State Ct. Rptr. 980, 994.) It has long been held that the court is "not bound to follow the standards in talismanic fashion. As the final and independent arbiter of attorney discipline, [the Supreme Court is] permitted to temper the letter of the law with considerations peculiar to the offense and the offender." (*Howard v. State Bar* (1990) 51 Cal.3d 215, 221-222.) Yet, while the standards are not binding, they are entitled to great weight. (*In re Silverton* (2005) 36 Cal.4th 81, 92.)

The State Bar recommends that respondent be disbarred. The court agrees.

There are no compelling mitigating circumstances in this matter. Instead, there is a track record of repeated violations by respondent of his professional obligations from 2002 through 2013, to the detriment of the public. Respondent's three prior impositions of discipline have not operated to cause respondent to conform his conduct to ethical norms. In sum, it is clear that strong steps must be taken to protect the public from future professional misconduct on his part. For all of the above reasons, this court concludes that it is both appropriate and necessary to recommend that respondent be disbarred from the practice of law under standard 1.8(b).

Recommendations

It is recommended that respondent Curtis Allen Westfall, State Bar Number 128447, be disbarred from the practice of law in California and respondent's name be stricken from the roll of attorneys.

Restitution

It is also recommended that respondent Curtis Allen Westfall be ordered to make restitution to the following payee:

1. Jonathan Worley in the amount of \$20,784 plus 10 percent interest per year from April 1, 2011.

Any restitution owed to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivisions (c) and (d).

California Rules of Court, Rule 9.20

It is further recommended that respondent be ordered to comply with the requirements of rule 9.20 of the California Rules of Court, and to perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 days, respectively, after the effective date of the Supreme Court order in this proceeding.

Costs

It is recommended that costs be awarded to the State Bar in accordance with Business and Professions Code section 6086.10, and are enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment.

Order of Involuntary Inactive Enrollment

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 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 State Bar Rules of Procedure, or as otherwise ordered by the Supreme Court pursuant to its plenary jurisdiction.

Dated: April 22, 2014

RICHARD A. PLATEL
Judge of the State Bar Court