

FILED

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SAN FRANCISCO

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9 STATE BAR COURT
10 HEARING DEPARTMENT - SAN FRANCISCO
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12 In Re:) CASE NOS. 12-O-16850; [13-O-11620]
13 Hal E. Wright, SBN 157814,)
14) RESPONSE TO NOTICE OF
15 Member of the State Bar) DISCIPLINARY CHARGES
_____)

16 Paragraph 1. Deny in part.

17 I was admitted to the practice of law in the State of California on April 7, 1992, not 1997.

18 COUNT ONE

19 13-O-11620

20 Paragraph 2. Deny.

21 Paragraph 3. Admit.

22 Mr. Isaacson was a long-standing client and did not feel an agreement was necessary.

23 Paragraph 4. Admit.

24 Paragraph 5. Admit in part.

25 Mr. Isaacsson verbally gave me blanket authority to settle.

26 Paragraph 6. Admit
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28



1 Paragraph 7. Admit
2 Paragraph 8. Admit
3 Paragraph 9. Admit
4 Paragraph 10. Deny legal conclusion
5 Paragraph 11. Admit in part/Deny in part
6 Paragraph 12. Deny

7 COUNT TWO

8 13-O-11620

9 Paragraph 13. Deny legal conclusion
10 Paragraph 15. Admit
11 Paragraph 16. Admit
12 Paragraph 17. Admit.
13 Paragraph 18. Admit
14 Paragraph 19. Admit
15 Paragraph 20. Deny legal conclusion

16 The Isaacson/Big Idea matter falls squarely within the time frame for the pending decision
17 wherein it was acknowledged that I was undergoing great personal, financial and emotional
18 difficulties.

19 I have done much legal work for Mr. Isaacson and DMTC. I represented DMTC in a suit
20 wherein they were sued by a company which leased them a copy machine on unconscionable terms.
21 I told them to give the machine back and breach the contract because something was not right. They
22 took my advice and were sued. I succeeded in having the suit dismissed. (Yolo County Case No.
23 CV 07-102, Exhibit A).

24 I was also asked by Mr. Isaacson to help him in a matter involving a patron who had put up a
25 \$600,000 CD for DMTC's benefit and was worried about the security of her investment. I helped
26 allay the woman's fears and the storm passed. I therefore felt, at that time, that the Isaacsons were

1 indebted to me. My mental state at that time was exacerbated by Mr. Isaacson's incessant,
2 inappropriate conduct toward young girls and women in the shows he produces. He frequently and
3 openly, in the presence of others, fantasizes about women in the show, constantly commenting on
4 breast size, telling crude and off-color "jokes" in the presence of minors, for example. He even
5 commented on my wife's figure once in my presence (she was in the show, her last with them). I
6 was shocked and did not quite know how to react. There have been many individuals who have left
7 DMTC because of this behavior and even more who just "grin and bear it". I warned Mr. Isaacson,
8 as a friend, on several occasions that his conduct could be actionable. I did not make a fuss about it
9 because we were friends but, over time, it became an increasing source of aggravation for me and, as
10 I understand now with ongoing therapy, provided a rationale to act in a passive/aggressive dishonest
11 and inappropriate manner instead of confronting Mr. Isaacson and being forthcoming about monies I
12 felt were owed to me.

13 Mr. Isaacson, from the outset, was intent on "bringing Big Idea Theater down". Demanding
14 that I do everything possible to put them out of business when it was not even clear that Big Idea was
15 culpable (they, in fact, never admitted liability). I was deluged with text messages, emails and phone
16 calls at all hours of the day and night. I felt paralyzed and angry. I never intended to permanently
17 deprive Mr. Isaacson any monies due him. Instead, I was, albeit inappropriately and passive-
18 aggressively, attempting to balance the ledger.

19 COUNT THREE

20 13-O-11620

21 Paragraph 21. Deny legal conclusion

22 Paragraph 23. Deny legal conclusion

23 COUNT FOUR

24 13-O-11620

25 Paragraph 24. Deny legal conclusion

26 Paragraph 26. Admit

COUNT FIVE

13-O-11620

Paragraph 27. Deny legal conclusion

Paragraph 29. Admit

Paragraph 30. Admit

Paragraph 31. Admit

Paragraph 32. Deny legal conclusion

Paragraph 33. Deny legal conclusion

COUNT SIX

13-O-11620

Paragraph 34. Deny legal conclusion

Paragraph 36. Admit

Paragraph 37. Deny legal conclusion

COUNT SEVEN

13-O-11620

Paragraph 38. Deny legal conclusion

Paragraph 40. Admit

Paragraph 41. Admit

Paragraph 42. Admit

Paragraph 43. Admit

Paragraph 44. Admit

Paragraph 45. Deny legal conclusion

Paragraph 46. Deny legal conclusion

In December 2011 I produced and directed a Christmas program. It was performed at the DMTC theater and Mr. Isaacson, initially, wanted nothing to do with it and told me I could keep the lion's share of the proceeds and we were to negotiate a share of the proceeds. This never occurred.

1 After it became apparent that the show would make money, Mr. Isaacson was suddenly very
2 interested in doing the ticketing. DMTC kept all the proceeds. The retention of the Bridget Trust
3 money was to, again, recoup monies owed to me.

4 In any event, I have kept in contact with Mr. Isaacson's attorney, Mr. Ewing, and kept him
5 apprised of developments and possibilities to begin paying whatever restitution is owed.

6 I donated virtually all of the sound equipment in the theater worth thousands of dollars,
7 donated \$1,000 cash to the theater and played in numerous shows since 2005. In short, I have a long-
8 standing, complex nearly 8 year relationship with Mr. Isaacson that has had ups and downs. I believe
9 he owes me and that an offset is in order. I also realize that I did not deal with my issues with him
10 appropriately in the least

11
12 COUNT EIGHT

13 13-O-11620

14 Paragraph 47. Deny legal conclusion

15 Paragraph 49. Admit

16 Paragraph 50. Deny legal conclusion

17 COUNT NINE

18 12-O-16850

19 Paragraph 51. Deny legal conclusion

20 Paragraph 52. Admit

21 Paragraphs 53 and 54. Deny

22 I vehemently deny any allegation that they received nothing of value for my services.
23 Admittedly, Mrs. Ramirez was not happy with most of the answers she got but those answers were
24 factual. She simply could not obtain what she wished to obtain so I spent many hours with her and
25 her husband working on alternatives to address their concerns. The desire to form two LLC's was
26 dropped because Mrs. Ramirez decided she did not want to pay the \$800 minimum tax per year for
27

1 each LLC. She changed her mind and the scope of the agreement. I conducted hours upon hours of
2 research into trademark law (mostly unbilled) to find alternative to the unpleasant fact, for her, that
3 she could not trademark a proper name. The fact that they did not follow my advice is not actionable.

4 COUNT TEN

5 12-O-16850

6 Paragraphs 55-60. Deny

7 COUNT ELEVEN

8 12-O-16850

9 Paragraph 61. Deny legal conclusion

10 Paragraph 63. Admit

11 Paragraph 64. Neither admit nor deny

12 Paragraph 65. Admit

13 Paragraph 66. Admit

14 Paragraph 67. Deny

15 COUNT TWELVE

16 12-O-16850

17 Paragraph 68. Deny legal conclusion

18 Paragraph 70. No personal information. Mr Carlone represented to me that he represented the
19 Ramirez' but I have no personal knowledge of that fact. I do know that Mr. Carlone threatened me
20 with a Bar complaint if I did not capitulate completely with his demands.

21 Paragraph 71. Admit

22 Paragraph 72. Admit

23 I agreed to a full refund at the time to avoid having to deal with the Ramirez's again. My
24 wife is forced to see Kathy Ramirez on a daily basis and I wanted to see this matter resolved as
25 quickly as possible. Unfortunately, I was not able to make all of the agreed upon payments.

26 Paragraph 73. Deny

1 Paragraph 74. Admit

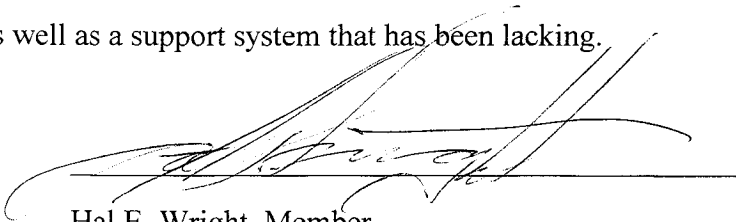
2 Paragraph 75. Deny

3 CONCLUSION

4 Many clients over the past 21 years have been more than satisfied with my work and my
5 representation of them. The pattern of which Bar counsel speaks is a narrow window of time
6 within that 21 years.

7 I have been undergoing therapy for the last 8 months to help me deal with emotional issues
8 that have been plaguing me for the last several years. I freely admit that these issues have greatly
9 impacted, but not in any way justified, my lack of judgement. The progress I have made has given
10 me the tools to deal with these issues as well as a support system that has been lacking.

11
12 June 7, 2013

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14 Hal E. Wright, Member
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EXHIBIT

A

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) W. Jeffery Fulton (State Bar # 089527) Law Office of W. Jeffery Fulton 1545 Hotel Circle South, Suite 240 San Diego, CA 92108		TELEPHONE NO.: (619) 688-0018 FAX NO.: (619) 688-0088	FOR COURT USE ONLY FILED YOLO SUPERIOR COURT MAY 19 2008 BY <u>L. CORREIA</u> DEPUTY
ATTORNEY FOR (Name): Plaintiff Lyon Financial Services Insert name of court and name of judicial district and branch court, if any. SUPERIOR COURT OF CALIFORNIA, COUNTY OF YOLO Central Branch			
PLAINTIFF/PETITIONER: Lyon Financial Services, Inc., DEFENDANT/RESPONDENT: Davis Musical Theatre Company			
REQUEST FOR DISMISSAL <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other (specify): Collections			CASE NUMBER: CV 07-102

- A conformed copy will not be returned by the clerk unless a method of return is provided with the document. -

1. TO THE CLERK: Please dismiss this action as follows:

a. (1) ☐ With prejudice (2) ☒ Without prejudiceb. (1) ☐ Complaint (2) ☐ Petition(3) ☐ Cross-complaint filed by (name):(4) ☐ Cross-complaint filed by (name):(5) ☒ Entire action of all parties and all causes of action(6) ☐ Other (specify):

on (date):

on (date):

Date: May 16 2008

W. Jeffery Fulton

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

If dismissal requested is of specified parties only or specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

(SIGNATURE)

Attorney or party without attorney for:

☒ Plaintiff/Petitioner☐ Defendant/Respondent☐ Cross-complainant

2. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint or Response (Family Law) seeking affirmative relief is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 681 (1) or (2).

(SIGNATURE)

Attorney or party without attorney for:

☐ Plaintiff/Petitioner☐ Defendant/Respondent☐ Cross-complainant

(To be completed by clerk)

3. ☒ Dismissal entered as requested on (date): **MAY 19 2008**4. ☐ Dismissal entered on (date): as to only (name):5. ☐ Dismissal not entered as requested for the following reasons (specify):6. ☐ a. Attorney or party without attorney notified on (date):

b. Attorney or party without attorney not notified. Filing party failed to provide

☐ a copy to conformed ☐ means to return conformed copyDate: **MAY 19 2008**

Clerk, by

JAMES B. PERRY**L. CORREIA**

Deputy

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