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**FILED**

SEP 05 2013

STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

6 Attorney for Respondent,  
7 A. EDWARD EZOR IN PRO PER

8 BEFORE THE STATE BAR COURT  
9 OF THE STATE OF CALIFORNIA  
10 HEARING DEPARTMENT - LOS ANGELES

11  
12 In the Matter of:

13 A. EDWARD EZOR,  
14 No. 50469

15 A Member of the State Bar  
16

CASE NO. 13-O-10239

RESPONSE TO NOTICE OF  
DISCIPLINARY CHARGES



19 Respondent, A. Edward Ezor responds to the Notice of Disciplinary Charges of file herein as  
20 follows:

21 1. Respondent admits that he was admitted to the practice of law in the State of  
22 California on January 5, 1972, was a member at all times pertinent to these charges, and is currently  
23 a member of the State Bar of California.

24 **COUNT ONE**

- 25 2. Respondent denies the allegations set forth in paragraph 2.  
26 3. Respondent admits the allegations set forth in paragraph 3.  
27 4. Respondent is informed and believes same and on that basis admits the allegations se  
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1 forth in paragraph 4.

2 5. Respondent denies that a fee agreement was not made and admits to the remaining  
3 allegations set forth in paragraph 5.

4 6. Respondent denies that the balance was \$1,685.00 but \$2,285.30 and admits  
5 \$1,685.00 was a discounted payment requested by Safarian.

6 7. Respondent admits to the allegation set forth in paragraph 7.

7 8. Respondent denies that an accounting was not provided and denies that the fee was an  
8 advance. Otherwise, admits on information and belief the remaining allegations of paragraph 8.

9 9. Respondent repeats and realleges responses to paragraph 8 for paragraph 9.

10 10. Respondent denies the allegations as characterized as set forth in paragraph 10.

11 11. Respondent admits in part and denies in part the allegations set forth in paragraph 11:

12 Respondent admits that he mailed Safarian an accounting on December 19, 2012, reflecting  
13 the activities performed on her behalf between March 7, 2012 and November 6, 2012 for the case  
14 entitled In Re Marriage of Safarian v. Rostomian, Case No. ED031749. Respondent denies that the  
15 December 19, 2012 accounting improperly included activities allegedly performed and received  
16 payment under a February 15, 2012 fee agreement. Respondent admits that the December 19, 2012  
17 accounting remained unpaid with a balance owing to Respondent of \$919.00 for the case entitled In  
18 Re Marriage of Safarian v. Rostomian, Case No. ED031749.

19 12. Respondent denies the allegations set forth in paragraph 12.

20  
21 **COUNT TWO**

22 13. Respondent denies the allegations set forth in paragraph 13.

23 14. Respondent's admissions and denials are incorporated herein as to Count One.

24 15. Respondent denies the allegations set forth in paragraph 15:

25 In February 2012, Safarian came to Respondent's office for representation of a potential  
26 employment litigation case. Attorney David Pourati requested information for his clients Paul Lee  
27 Reagor, Justin E. Jones and Matthew A. Chavez, who were former employees of Gentlecare  
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1 Transport, Inc. At that time, Safarian gave Respondent a \$5,000.00 retainer to deal with Mr. Pourati  
2 directly. Respondent's office did handle the matter with correspondence, telephone conversations  
3 with Mr. Pourati and Safarian, numerous meetings with Safarian, and providing numerous  
4 documents to Mr. Pourati as requested. Mr. Pourati later added additional employees to the case.

5 Safarian later reported the pending case to her insurance carrier. She indicated to me that the  
6 Gentlecare policy had a \$300,000.00 attorney fees coverage provision and that she was allowed to  
7 choose her own attorneys to handle the case. Gentlecare's insurance adjuster in New York did not  
8 want Respondent's office to represent Gentlecare even though Safarian insisted that Respondent's  
9 office handle the case. Her insurance carrier gave false information to her in order to bring in a firm  
10 of their choosing and among other things apparently told her that Respondent was a family law  
11 specialist which is an outright lie. Despite her request, the insurance carrier went ahead and hired  
12 another firm to handle the case.

13 Safarian telephoned Respondent's office for the purpose of meeting with counsel retained by  
14 the carrier at the Gentlecare facility, in order to bring the new firm up to date on the activity in the  
15 case. This meeting was held on August 8, 2012. At the time of the meeting, Safarian indicated to  
16 the new attorney that she wished to have Respondent's office act as co-counsel in the case and any  
17 employment litigation which might arrive.

18 After insurance counsel left the meeting, Safarian insisted that Respondent stay on the case  
19 and elected to give Respondent a flat fee of \$10,000.00 for the purposes of assisting and monitoring  
20 the work of the new firm hired by her insurance company. Safarian took this action because she had  
21 gotten a poor result during the last representation when her company was sued by the same attorney.  
22 Respondent's office had an outstanding bill with Gentlecare that Respondent suggested should be  
23 taken care of in addition to the flat fee. Safarian then gave two checks for \$5,000.00 each, plus the  
24 remaining unpaid balance of Respondent's last invoice. Approximately two weeks later, she gave  
25 consent to deposit the second for \$5,000.00. Both checks were deposited to Respondent's account.

26 Respondent's office was still representing Gentlecare until about September 2012, at which  
27 time Safarian informed Respondent that Respondent's office would no longer act as counsel on the  
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1 case and that her insurance carrier would not permit Respondent's office to keep track of the  
2 activities of the firm retained by the carrier.

3 \$10,000.00 paid to Respondent was to retain Respondent's office and Respondent's services  
4 on an "as needed" basis for the purpose of monitoring, assisting and advising Gentlecare as to the  
5 work performed by the law firm chosen, against her wishes, to handle the employment litigation,  
6 which had not been filed at the time that Respondent was retained on a flat fee basis. These services  
7 could necessarily include acting as "second chair" in any potential litigation; and given the potential  
8 complexity of employment issues in this case, Respondent's services could well exceed the  
9 \$10,000.00 fee paid. A retainer can be paid for an attorney's availability to counsel and advise on  
10 upcoming matters for a client. That fee is earned and does not require a refund or itemized  
11 accounting.

12 16. Respondent denies the allegations set forth in paragraph 16:

13 Respondent provided an accounting dated August 1, 2013 to Safarian leaving a credit  
14 remaining of \$7,711.00 and Respondent was in a position of settlement on August 7, 2013 with  
15 Safarian for \$8,500.00 to be tendered on August 15, 2013, and that Mr. Morgenstern would not file  
16 the NDC until August 8, 2013 should settlement not occur. Mr. Morgenstern made a bad faith NDC  
17 filing on August 6, 2013 as an agreement was reached between Respondent and Safarian. Because of  
18 the bad faith NDC filing by Mr. Morgenstern, he has damaged Safarian \$8,500.00.

19 17. Respondent denies the allegations set forth in paragraph 17:

20 Respondent provided an accounting dated August 1, 2013 to Safarian leaving a credit  
21 remaining of \$7,711.00 and Respondent was in a position of settlement on August 7, 2013 with  
22 Safarian for \$8,500.00 to be tendered on August 15, 2013, and that Mr. Morgenstern would not file  
23 the NDC until August 8, 2013 should settlement not occur. Mr. Morgenstern made a bad faith NDC  
24 filing on August 6, 2013 as an agreement was reached between Respondent and Complainant.  
25 Because of the bad faith NDC filing by Mr. Morgenstern, he has damaged Safarian \$8,500.00.



1 **SIXTH AFFIRMATIVE DEFENSE**

2 (Client Consent)

3 To the extent funds were used to offset the costs of prosecuting successful litigation,  
4 Respondent had client consent for such offsets.

5 **SEVENTH AFFIRMATIVE DEFENSE**

6 (Bias as Against Richard A. Platel and Eli Morgenstern)

7 This case has been assigned to the Honorable Richard A. Platel who is currently the subject  
8 of a Motion to Disqualify Judge Richard Platel under CCP § 170.1 for Bias against this Respondent.

9 On Case No. 12-0-10043, a trial on those charges was set for 1-22-13 and 1-23-13. On 1-15-  
10 13 Respondent's attorney Dennis V. Greene appeared before State Bar Judge Richard Platel to  
11 request a continuance of the trial dates because Respondent was ill with the influenza virus. In  
12 support of this request, Respondent's attorney lodged a medical report (letter) from the medical  
13 doctor containing the diagnosis, treatment and prognosis. The Court vacated the trial dates and  
14 ordered a telephonic status conference which was held on 1-28-13 with Respondent's attorney, Bar  
15 Trial counsel Eli Morgenstern, Judge Platel, and presumably the clerk(s) of the Court.

16 Respondent's attorney caused to be delivered to Judge Platel and counsel Morgenstern an  
17 updated medical report (letter) dated 2-26-13 for the hearing on 2-28-13. The medical doctor  
18 prescribed a treatment plan for at least 3 months including periodic reevaluations. The Court having  
19 considered the medical report and counsel Greene's request for a further status conference ordered  
20 trial dates of 5-22-13 and 5-23-13. Counsel Greene inquired as to whether Judge Platel would be  
21 disposed to a continuance depending on the reevaluations and Judge Platel responded in the negative.

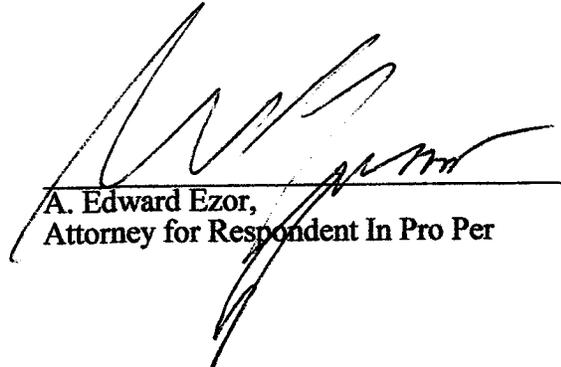
22 The phone conference was participated in by counsel Greene in Respondent's office where  
23 there are 2 phone instruments (a base phone and an extension). Respondent came into the outer  
24 office and picked up and turned on the phone extension intending to inquire if Judge Platel had any  
25 questions for Respondent and/or Respondent's medical doctor who Respondent would make  
26 available. When Respondent turned on the extension Respondent heard with astonishment Bar  
27 counsel Morgenstern say "bullshit" and Judge Platel say "yeah I think it's bullshit too, but I'm not a  
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1 doctor.” Counsel Greene said the hearing had concluded. What occurred is ex parte communication  
2 between Judge Platel and Morgenstern calling Respondent and Respondent’s doctor liars. There can  
3 be no other meaning for this biased exchange. Respondent cannot and will not be judged by this  
4 Judicial Officer who has exhibited Judicial misconduct (along with his prosecutor Morgenstern) and  
5 who must be disqualified as the law requires where, as here, there is prima facie grounds for  
6 disqualification. Furthermore, this misconduct and the language used has tainted this Bar Judge  
7 from holding a fair and impartial trial. Based upon what Respondent and Counsel Greene overheard  
8 during the teleconference hearing, it is clear that this Judicial Officer cannot serve to determine this  
9 case on an impartial basis; and, therefore should be disqualified pursuant to California Code of Civil  
10 Procedure §170.1(a)(6)(A)(iii). Respondent also would rely on the California Code of Judicial  
11 Ethics, specifically Cannon 2, which provides a judge shall avoid impropriety and the appearance of  
12 impropriety in all of the judge’s activities, as well as Cannon 3, which provide a judge shall perform  
13 the duties of judicial office impartially, competently and diligently.

14 WHEREFORE, Respondent prays that the Court find that Respondent did not commit acts  
15 constituting professional misconduct, and that the Notice of Disciplinary Charges be dismissed.

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17 Dated: September 4, 2013

Law Office of A. Edward Ezor

  
A. Edward Ezor,  
Attorney for Respondent In Pro Per

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**PROOF OF SERVICE**

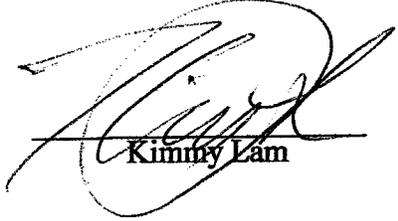
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 201 South Lake Avenue, Suite 505, Pasadena, California 91101. On September 4, 2013, I served the foregoing document described as **RESPONSE TO NOTICE OF DISCIPLINARY CHARGES** on Office of the Chief Trial Counsel for the State Bar of California by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Eli Morgenstern, Senior Trial Counsel  
Office of the Chief Trial Counsel  
Enforcement  
The State Bar of California  
1149 South Hill Street  
Los Angeles, CA 90015-2299  
Email: [Eli.Morgenstein@Calbar.ca.gov](mailto:Eli.Morgenstein@Calbar.ca.gov)

I emailed this document to the email address indicated above. Executed this 4<sup>th</sup> day of September, 2013.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Kimmy Lam