

PUBLIC MATTER

FILED

AUG 08 2013

**STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES**

1 STATE BAR OF CALIFORNIA
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8
9 STATE BAR COURT

10 HEARING DEPARTMENT - LOS ANGELES

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12 In the Matter of:) Case No. 13-O-10239
13 A. EDWARD EZOR,)
No. 50469,) NOTICE OF DISCIPLINARY CHARGES
14)
15 A Member of the State Bar)

16 **NOTICE - FAILURE TO RESPOND!**

17 **IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE**
18 **WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT**
THE STATE BAR COURT TRIAL:

- 19 (1) **YOUR DEFAULT WILL BE ENTERED;**
20 (2) **YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU**
WILL NOT BE PERMITTED TO PRACTICE LAW;
21 (3) **YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN**
THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION
AND THE DEFAULT IS SET ASIDE, AND;
22 (4) **YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.**
23 **SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE**
24 **OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN**
ORDER RECOMMENDING YOUR DISBARMENT WITHOUT
25 **FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ.,**
RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

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1 The State Bar of California alleges:

2 JURISDICTION

3 1. A. Edward Ezor ("Respondent") was admitted to the practice of law in the State of
4 California on January 5, 1972, was a member at all times pertinent to these charges, and is
5 currently a member of the State Bar of California.

6 COUNT ONE

7 Case No. 13-O-10239
8 Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

9 2. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
10 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
11 possession, as follows:

12 3. On or about February 15, 2012, Artine Safarian ("Safarian") employed Respondent to
13 represent her with respect to an employment litigation matter involving Gentlecare Transport,
14 Inc. ("Gentlecare"), Safarian's company. On or about February 15, 2012, pursuant to their fee
15 agreement, Safarian paid Respondent \$5,000 in advanced, attorney's fees for Respondent's legal
16 services.

17 4. After Safarian employed Respondent, she reported the employment litigation matter
18 to Gentlecare's insurance carrier. In or about August 2012, Gentlecare's insurance carrier
19 informed Safarian that they had hired a law firm to represent Gentlecare in connection with the
20 employment litigation matter.

21 5. On or about August 8, 2012, Safarian employed Respondent for the purpose of
22 monitoring the work performed by the law firm employed by Gentlecare's insurance carrier.
23 Respondent did not prepare a new fee agreement; however, Safarian agreed to pay Respondent a
24 fixed fee of \$10,000 for Respondent's legal services in connection with monitoring the law firm
25 employed by Gentlecare's insurance. On or about August 8, 2012, Safarian paid Respondent
26 \$5,000, or one-half of the fixed fee that she had agreed to pay to Respondent.

27 6. On or about August 24, 2012, Safarian paid Respondent \$1,685, which represented
28 the outstanding balance owed to Respondent under the February 15, 2012 fee agreement.

1 7. On or about August 24, 2012, Safarian also paid Respondent \$5,000, which
2 represented the balance of the fixed fee that she had agreed to pay Respondent for his services in
3 connection with monitoring the law firm employed by Gentlecare's insurance carrier.

4 8. On or about September 19, 2012, Safarian sent Respondent an e-mail terminating his
5 services with respect to monitoring the law firm employed by Gentlecare's insurance carrier, and
6 requesting a refund of the \$10,000 fixed fee that she had paid to him. Respondent received the e-
7 mail. Respondent did not provide Safarian with an accounting or a refund of any portion of the
8 \$10,000 advanced fee.

9 9. Between on or about September 19, 2012, and November 8, 2012, Safarian sent
10 Respondent at least five e-mails and telephoned his official membership records telephone
11 number on several occasions, each time either leaving a message with Respondent's receptionist,
12 or on his voice mail, requesting a refund of the \$10,000 fixed fee that she had paid to him.
13 Respondent received the e-mails and the messages. Respondent did not provide Safarian with an
14 accounting or a refund of any portion of the \$10,000 fixed fee.

15 10. On or about November 8, 2012, Respondent sent Safarian a letter promising an
16 accounting of the \$10,000 fixed fee.

17 11. On or about December 19, 2012, Respondent mailed Safarian an accounting
18 reflecting the activities that he allegedly performed on her behalf between March 7, 2012, and
19 November 6, 2012. The December 19, 2012 accounting improperly included activities allegedly
20 performed by Respondent on Safarian's behalf during a time-period for which he had already
21 billed Safarian (and received payment) under the February 15, 2012 fee agreement, i.e., March 7,
22 2012 through June 14, 2012. Respondent also billed Safarian for activities performed after
23 September 19, 2012, the date on which Safarian terminated Respondent's services. In the
24 December 19, 2012 accounting, Respondent asserted that Safarian owed a balance of \$919.

25 12. By delaying three months after termination of his employment before providing
26 Safarian with an accounting of the \$10,000 fixed fee that she paid to him, and by providing an
27 accounting that inappropriately reflected activities that he allegedly performed during a time-
28 period for which he had already billed his client and received payment, and by inappropriately

1 billing his client for activities that he allegedly performed after his termination, Respondent
2 failed to render appropriate accounts to a client regarding all funds coming into Respondent's
3 possession.

4 COUNT TWO

5 Case No. 13-O-10239
6 Rules of Professional Conduct, rule 3-700(D)(2)
7 [Failure to Refund Unearned Fees]

8 13. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
9 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

10 14. The allegations of Count One are incorporated by reference.

11 15. Respondent did not earn any portion of the \$10,000 fixed fee that he received from
12 Safarian in connection with monitoring the law firm employed by Gentlecare's insurance carrier.

13 16. To date, Respondent has not provided Safarian with a refund of any portion of the
14 unearned, fixed fee of \$10,000 that she paid to him.

15 17. By failing to refund any portion of the unearned, \$10,000 fix fee that he received
16 from Safarian in connection with monitoring the law firm employed by Gentlecare's insurance
17 carrier, Respondent failed to refund promptly any part of a fee paid in advance that has not been
18 earned.

19 NOTICE - INACTIVE ENROLLMENT!

20 **YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR
21 COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE
22 SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL
23 THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO
24 THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN
25 INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE
26 ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE
27 RECOMMENDED BY THE COURT.**

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NOTICE - COST ASSESSMENT!

IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.10.

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF THE CHIEF TRIAL COUNSEL



DATED: August 7, 2013

By: _____

Eli D. Morgenstern
Supervising Senior Trial Counsel

DECLARATION OF SERVICE

by
U.S. FIRST-CLASS MAIL / U.S. CERTIFIED MAIL / OVERNIGHT DELIVERY / FACSIMILE-ELECTRONIC TRANSMISSION

CASE NUMBER(s): 13-O-10239

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California 90015, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

NOTICE OF DISCIPLINARY CHARGES

- By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))**
- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles.
- By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))**
- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS').
- By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))**
- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS').
- By Fax Transmission: (CCP §§ 1013(e) and 1013(f))**
Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.
- By Electronic Service: (CCP § 1010.6) to:**
Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

- (for U.S. First-Class Mail) in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: (see below)
- (for Certified Mail) in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,
Article No.: 7196-9008-9111-6410-1314 at Los Angeles, addressed to: (see below)
- (for Overnight Delivery) together with a copy of this declaration, in an envelope, or package designated by UPS,
Tracking No.: addressed to: (see below)

Person Served	Business-Residential Address	Fax Number	Courtesy Copy to:
A. Edward Ezor	201 S Lake Ave #505 Pasadena, CA 91101		
		Electronic Address	

via inter-office mail regularly processed and maintained by the State Bar of California addressed to:

I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS'). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: August 7, 2013

SIGNED: _____

Ana Botosaru Nergessian
Ana Botosaru Nergessian
Declarant