FILED JUNE 26, 2014

STATE BAR COURT OF CALIFORNIA

HEARING DEPARTMENT - LOS ANGELES

In the Matter of	)	Case No.: **13-O-11598-RAP**
	)	
GEORGE ELLIS CORSON IV,	)	**DECISION**
	)	
Member No. 157305,	)	
	)	
A Member of the State Bar.	)	

Introduction

In this contested disciplinary proceeding, Respondent **GEORGE ELLIS CORSON IV** is charged with two counts of violating Business and Professions Code section 6106 (section 6016) by engaging in acts involving moral turpitude and dishonesty (misrepresentation) in a single client matter. The Office of the Chief Trial Counsel of the State Bar of California (State Bar) is represented by Senior Trial Counsel Eli D. Morgenstern and Deputy Trial Counsel Timothy G. Byer. Respondent is representing himself.

For the reasons set forth *post*, the court finds that Respondent is culpable of the misconduct charged in both counts and recommends that Respondent be placed on four years' stayed suspension and four years' probation on conditions, including a one-year period of actual suspension.

Significant Procedural History

The State Bar initiated this proceeding by filing the notice of disciplinary charges (NDC) on November 26, 2013. Thereafter, Respondent filed a response to the NDC on January 16, 2014.

On March 26, 2014, the parties filed a partial stipulation as to facts and admission of documents. A three-day trial in this matter was held on March 26 through 28, 2014.[1] The court took the matter under submission for decision at the conclusion of the trial on March 28, 2014.

Also, on March 28, 2014, Respondent filed a closing brief. Thereafter, on April 8, 2014, the State Bar filed a brief in rebuttal to Respondent's closing brief.

Findings of Fact and Conclusions of Law

Respondent was admitted to the practice of law in California on December 16, 1991, and has been a member of the State Bar of California since that time. In addition, Respondent has been certified by the State Bar of California Board of Legal Specialization as a Legal Specialist in Worker's Compensation Law for the past 15 years.

Credibility Determinations

After reflecting on the record as a whole and after carefully weighing and considering the witnesses' demeanor while testifying and the manner in which they testified; their personal interest or lack of interest in the outcome of this proceeding; their capacity to accurately perceive, recollect, and communicate the matters on which they testified; and their attitudes toward this disciplinary proceeding and towards their giving of testimony (see, e.g., Evid. Code, § 780 [listing various factors to consider in determining credibility]), the court finds that Respondent's testimony on many of the disputed/dispositive facts lacks credibility. The documentary evidence (particularly Respondent's emails to Attorney Vanessa M. Ruggles) strongly supports this court's adverse credibility determinations with respect to much of Respondent's testimony before it. Likewise, the inherent improbability/implausibility of significant parts of Respondent's testimony also supports the court's adverse determinations.

[1] On March 27, 2014, Respondent filed a motion to dismiss this proceeding on the ground that the State Bar failed to meet its burden of proof. (Rules Proc. of State Bar, rule 5.110(A).) The motion to dismiss is denied because the State Bar met its burden of proof.

In sharp contrast to Respondent's repeatedly incredible testimony, is the very credible and consistent testimony of Attorney Maily Dinh and Mediator Nikki Tolt, both of whom have no vested interest in the outcome of this proceeding, and of Attorney Vanessa M. Ruggles.

Case No. 13-O-11598 – The Moreau Client Matter

Facts

On July 24, 2011, Ann Moureau sustained an injury arising out of and in the course of her employment. In August 2011, Moureau was fired from her job.

In April 2012, Moureau retained Respondent to represent her with respect to her July 24, 2011, injury at work. Thereafter, Respondent filed (1) a worker's compensation claim for Moureau based on her work injury and (2) an application for the adjudication of that claim in the California Worker's Compensation Appeals Board (WCAB) case number ADJ8274071, styled *Ann Moureau v. Hospitality Employees, Inc., dba Two Bunch Palms Resort; Hartford Sacramento* (*Moureau* WCAB matter).

Also, in April 2012, Respondent also filed, in the *Moureau* WCAB matter: (1) a petition seeking increased worker's compensation benefits under Labor Code section 132a (section 132a) (benefits may be increased whenever an employer retaliates against an employee for filing a worker's compensation claim); and (2) a petition seeking increased benefits under Labor Code section 4553 (section 4553) (benefits may be increased if an employee's injury was caused by the employer's serious and willful misconduct). Claims under sections 132a and 4553 are referred to as uninsured worker's compensation claims because while the WCAB has jurisdiction over the claims, the claims are not covered by worker's compensation insurance. Thus, if the WCAB awards an applicant increased benefits under section 132a or section 4553, the employer (and not the worker's compensation insurance carrier) must pay the increased benefits.

Before Moureau retained Respondent to represent her on her injury at work claims, Moureau filed in propria persona claims against her former employer both with the California Department of Fair Employment and Housing (DFEH) and with the United States Equal Employment Opportunity Commission (EEOC) for, inter alia, disability discrimination, failure to accommodate disability, and failure to engage in the interactive process (disability-discrimination claims). Moureau did not retain Respondent to represent her on the disability-discrimination claims that she filed with the DFEH and EEOC. Respondent does not handle disability-discrimination claims. Disability-discrimination claims are not covered by worker's compensation. Nor does the WCAB have jurisdiction to adjudicate those claims.

Because Respondent does not handle disability-discrimination claims, he undertook to locate for Moureau an attorney who does. Specifically, Respondent looked on the Internet for an attorney who handles disability-discrimination claims in Moureau's geographical area and found Attorney Vanessa M. Ruggles. Respondent gave Attorney Ruggles's contact information to Moureau. Shortly thereafter, Moureau retained Attorney Ruggles to handle her disability-discrimination claims. Attorney Ruggles and Moureau entered into a fee agreement under which Attorney Ruggles was to receive a contingent fee of 35 percent of any recovery on Moureau's disability-discrimination claims.

Respondent was not a party to Attorney Ruggles's fee agreement with Moureau. Nor did Respondent ever have any type of fee-sharing agreement (e.g., a referral-fee agreement) with Attorney Ruggles.

In an attempt to settle both Moreau's worker's compensation claims and her disability-discrimination claims at one time, a mediation lasting nine and one-half hours was held on October 29, 2012, before Mediator Nikki Tolt. At that mediation, Respondent represented Moureau on her worker's compensation claims and Attorney Ruggles represented Moureau on

her disability-discrimination claims. Attorney Aaron Hayes represented Moureau's former employer with respect to Moureau's disability-discrimination claims, and Attorney Maily Dinh represented the worker's compensation insurance carrier with respect to Moureau's worker's compensation claims.

At the outset of the mediation, everyone (i.e., the parties, the attorneys, and the mediator) agreed that the settlement of Moureau's disability-discrimination claims would be mediated/negotiated separately from her worker's compensation claims so that there would not be a conflict over how the global settlement amount would be apportioned between Moureau's worker's compensation claims and her disability-discrimination claims for purposes of calculating Respondent's and Attorney Ruggles's attorney's fees. By negotiating the settlements separately, Respondent's fees would be 15 percent of the settlement of Moureau's worker's compensation claims, and Attorney Ruggles's fees would be 35 percent of the settlement of Moureau's disability-discrimination claims.

Moureau's former employer rejected as meritless Moureau's claims for increased worker's compensation benefits under sections 132a and 4553. As Respondent conceded at the time of the mediation, no value was assigned to those claims for purposes of mediation or settlement.

At the October 29, 2012, mediation, Moureau's worker compensation claims were addressed first, and they were settled in a relatively short period of time for a total of $25,000, which was to be paid by the worker's compensation insurance carrier. Out of the $25,000, Respondent was awarded $3,750 (15 percent of $25,000) as his reasonable attorney's fees. In addition, it was agreed that Respondent would receive $787 in additional attorney's fees under Labor Code section 5710 (section 5710) for attending Moureau's deposition noticed by

Moureau's former employer. In sum, Respondent was awarded attorney's fees totaling $4,537 ($3,750 plus $787) on Moureau's worker's compensation claims.

After the worker's compensation claims were settled, Attorney Dinh left the mediation. Respondent, however, stayed while Moureau's disability-discrimination claims were addressed so that he could prepare the documentation needed to dismiss the petitions for increased benefits under sections 132a and 4553 that Respondent filed in the *Moureau* WCAB matter.

The mediation of Moureau's disability-discrimination claims took the majority of the day to settle. Eventually, those claims were settled for $65,000 to be paid to Moureau by her former employer. The settlement also required that Moureau promptly dismiss (1) the complaints she filed against her former employer with the DFEH and the EEOC and (2) the petitions for increased benefits under sections 132a and 4553 that Respondent filed in the *Moureau* WCAB matter.

Out of that $65,000 settlement, Attorney Ruggles was to receive about $22,750 (35 percent of $65,000) as her attorney's fees.

Moureau and her former employer executed a settlement agreement, which not only set forth the terms of the mediated settlement of Moureau's disability-discrimination claims, but also set forth the terms of the mediated settlement of Moureau's worker's compensation claims.[2] Even though the WCAB did not have jurisdiction over Moureau's disability-discrimination claims, Moureau's former employer and the worker's compensation insurance carrier wanted the settlement of those claims signed off on by the WCAB. Mediator Tolt aptly explained that she has personally participated in more than 300 global settlements of worker's compensation claims and disability-discrimination claims in which the WCAB "signed off on" the settlement of the

[2] This settlement agreement does not refer to Respondent's $787 fee award under section 5710 for attending Moureau's deposition presumably because Respondent is not a party to the agreement.

disability-discrimination claims. Mediator Tolt instructed the parties how to accomplish this goal. Specifically, she instructed the parties that they needed to complete and execute a WCAB nine-page preprinted form Compromise and Release (C&R) and to file it in the *Moureau* WCAB matter. She further instructed the parties to remove page 6 of the preprinted form C&R and to replace it with the settlement agreement that Moureau and her former employer executed.

Mediator Tolt further instructed Attorney Hayes to hold the executed C&R (with the settlement agreement inserted in place of the preprinted form's page 6) and to deliver the executed C&R to Attorney Dinh. Tolt also instructed that Attorney Dinh was the attorney authorized under the settlements to file the C&R and walk it through the WCAB approval process *after the expiration of an applicable federal statutory seven-day-rescission period*. As Mediator Tolt aptly explained, if the C&R was filed with the WCAB before the expiration of the seven-day-rescission period, the C&R would be voidable, and Moureau could lose the settlement to which she agreed and clearly wanted. Each of the four attorneys who participated in the October 29, 2012, mediation received a copy of the competed C&R.

At the trial in this disciplinary proceeding, Respondent testified that, at the mediation on October 29, 2012, he told Mediator Tolt and Attorneys Ruggles, Dinh, and Hayes that the WCAB would not accept a C&R that did not contain a preprinted form page 6. This court, however, rejects Respondent's testimony because it lacks credibility. This adverse credibility determination is supported by the email that Respondent sent to Attorney Ruggles and to Moureau on October 29, 2012, at 11:50 p.m., which is discussed *post*. Moreover, Respondent's testimony is clearly rebutted by very credible testimony from Mediator Tolt, Attorney Ruggles, and Attorney Dinh. At the trial in this disciplinary proceeding, Mediator Tolt, Attorney Ruggles, and Attorney Dinh each credibly testified that Respondent did not object, at the mediation, to the foregoing instructions from Mediator Tolt.

Shortly after all of Moureau's claims had been settled and the mediation had concluded, Respondent complained to Attorney Ruggles that he had been totally shut out of the settlement of Moureau's disability-discrimination claims. By being shut out, Respondent meant that he did not share in Attorney Ruggles's 35 percent contingent fee. At that point, Attorney Ruggles offered Respondent a $1,000 referral fee, but noted that she first needed to speak with Moureau (the client) about it. Respondent did not reply to Attorney Ruggles's suggestion of a $1,000 referral fee and walked out of the room and returned home. Attorney Ruggles then reported Respondent's complaint to Mediator Tolt.

Respondent never complained to Mediator Tolt about being shut out of the settlement of Moureau's disability-discrimination claims. Nor did Respondent ever complain to Mediator Tolt about the amount of his fee in the *Moureau* WCAB matter. Nor has Respondent ever articulated any legitimate claim to any portion of Attorney Ruggles's 35 percent fee.

On October 29, 2012, at 11:50 p.m., Respondent sent an email to both Attorney Ruggles and Moureau stating his deep disappointment at being "written out of the $65,000 … settlement" of Moureau's disability-discrimination claims and the $22,750 in attorney's fees to be paid to Attorney Ruggles, noting, however, that he had learned a valuable lesson. In addition, even though Respondent participated in the mediation and global settlement of all of the Moureau's claims and even though Respondent knew that Attorney Dinh (and not Respondent) was the attorney authorized under the settlement to which his client was a party, to file and walk the C&R through the WCAB's approval process *after the expiration of the seven-day-rescission period*, Respondent defiantly stated, in his October 29, 2012, email, that he would get the settlement of Moureau's worker's compensation claims "walked through" the WCAB within the next two days.

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And, in fact, the next day (October 30, 2012), Respondent filed and walked the $25,000 settlement of Moureau's worker's compensation claims through the WCAB approval process and obtained approval of the $25,000 settlement of Moureau's worker's compensation claims and of Respondent's attorney's fees award thereon. Even though Respondent gave Attorney Ruggles a few hours advanced notice of his intent to violate the terms of the mediated settlement of all of Moureau's claims (a settlement that Respondent's client had agreed to), Respondent did not give either Attorney Dinh, Attorney Hayes, or Mediator Tolt advance notice of his planned action. Nor did Respondent thereafter promptly notify any of them of his actions.

In addition to improperly obtaining the WCAB's approval of the $25,000 settlement of Moureau's worker's compensation claims on October 30, 2012, Respondent claims to have had an ex parte communication with a worker's compensation administrative law judge on October 30, 2012. In that purported ex parte communication, Respondent allegedly showed the judge the settlement agreement that Moureau and Moureau's former employer executed, and the judge allegedly laughed at Respondent and told Respondent that there was no way that he would approve Attorney Ruggles's 35 percent fee. This court rejects Respondent's testimony about an alleged ex parte communication with a worker's compensation judge because it lacks credibility.

On October 30, 2012, at 5:23 p.m., Respondent sent Attorney Ruggles yet another email in which Respondent again made clear his view that Attorney Ruggles "screwed" him out of a fee on the settlement of Moureau's disability-discrimination claims. After Respondent stated, in that email, that no one was going to screw him twice," Respondent threatened that, if Attorney Ruggles did not agree to give Respondent a significant portion of the her $22,750 fee, Respondent would file in the WCAB and walk through the $65,000 settlement on the following Monday (November 5, 2012) and obtain approval of only a $9,750 (15 percent of $65,000) fee instead of the $22,750 (35 percent of $65,000) fee provided for in Attorney Ruggles's fee

agreement with Moureau. In sum, a careful, but fair reading of Respondent's October 30, 2012, email in the context of the surrounding circumstances makes clear that Respondent sent the email to Attorney Ruggles in a deliberate attempt to hijack for himself a significant portion of Attorney Ruggles's $22,750 fee.

On October 31, 2012, at 9:29 a.m., Attorney Ruggles sent Respondent an email in which she stated that she was sorry he felt that he got "screwed," asked Respondent what he felt he should have received, and offered to pay Respondent $1,500.

Respondent responded to Attorney Ruggles in an email that he sent her at 1:59 p.m. that same day. In that email, Respondent continued to berate Ruggles and accused her of attempting to "screw" and "Home Town" him with her choice of Mediator Tolt. In addition, Respondent continued his attempt to hijack a significant portion of Attorney Ruggles's $22,750 fee. In addition, Respondent finally told Attorney Ruggles what it was that he wanted. He wanted at least $7,500 of her $22,750 fee. At the end of this email, Respondent provided Attorney Ruggles with two options: Option A, which Respondent labeled "Good for Everyone"; and Option B, which Respondent labeled "Good for Everyone But [Attorney Ruggles]."

Under Option A, Attorney Ruggles was required to "Say you are sorry" and to send Respondent a signed fee-splitting agreement under which (1) Respondent's attorney's fee on Moureau's $65,000 disability-discrimination settlement was increased from zero to $7,500; (2) Attorney Ruggles's fee on the settlement was reduced from $22,750 to $15,250 ($22,750 less the $7,500 to be hijacked by Respondent); and (3) Moureau—the client—was to get what she was expecting to receive (i.e., $41,875).

Under Option B: Respondent threatened that, on the following Monday, he would obtain an attorney's fee award of $9,750 (15 percent of $65,000) on the disability-discrimination settlement agreement that Moureau and her former employer executed. Respondent claimed that

he would place that $9,750 fee in his trust account until he and Attorney Ruggles either saw a judge or agreed on a split.[3] Under Option B, Moureau would net $54,875 (which was $13,000 more than she was expecting or entitled to receive under her fee agreement with Attorney Ruggles).

Attorney Ruggles never responded to Respondent's October 31, 2012, email. And, just as he had threatened to do, on the following Monday, November 5, 2012, Respondent filed, in the *Moureau* WCAB matter, a compromise and release in which Respondent sought WCAB approval of a settlement of Moureau's petitions for increased benefits under section 132a and 4553 for $65,000 out of which Respondent requested for himself $9,750 *as the applicant's attorney's fee* with the remaining balance of $55,250 ($65,000 less $9,750) being paid to Moureau.

Respondent's contention that he was authorized to alter the C&R by removing the settlement agreement that Moureau and Moureau's former employer executed and replacing it with a single sheet of fabricated settlement terms and to then file and walk the altered C&R through the WCAB because Attorney Ruggles did not protest his threat to walk through the C&R on the following Monday is frivolous. Moreover, even if Attorney Ruggles could have and did, in fact, consent to Respondent's unilateral alteration and premature filing of the C&R merely by failing to protest Respondent's threat, Respondent never sought, much less obtained, authorization for the alterations and premature filing from either Moureau's former employer or the worker's compensation insurance carrier.

[3] As Respondent indicates in this email, even if Respondent actually deposited the $9,750 fee into his trust account as he indicates he will under Option B, the WCAB might not award any portion of the fee to Attorney Ruggles because she was neither a party to the settlement agreement nor an attorney of record in the *Moureau* WCAB matter. The fact that Attorney Ruggles might not receive any fee for representing and negotiating a $65,000 settlement for Moureau alone discloses the clear impropriety of Respondent's Option B.

In addition, according to the single sheet of fabricated settlement terms, Respondent and Respondent alone was entitled to collect a 15 percent attorney's fees in the amount of $9,750 out of the $65,000 settlement. Respondent did not disclose to any party, attorney, or the WCAB the unauthorized, unilateral alterations he made to the C&R before he filed and walked it through the WCAB. In sum, Respondent's conduct is aptly described as shockingly dishonest.

On November 5, 2012, Worker's Compensation Administrative Law Judge Willmon issued an order approving the settlement of Moureau's claims for increased benefits under sections 132a and 4553 for $65,000 and awarding $9,750 of the $65,000 to Respondent as his attorney's fees.

Upon learning of Respondent's dishonest acts, Ruggles filed a Petition for Reconsideration in the *Moureau* WCAB matter. Thereafter, on February 11, 2013, Judge Willmon issued an order rejecting the C&R Respondent filed on November 5, 2012. In her February 11, 203, order, Judge Willmon accurately found that Respondent had both removed the settlement agreement executed by Moureau and Moureau's former employer from the C&R and then replaced the settlement agreement with a single page 6 that was fabricated by Respondent without authorization from the signatories to the C&R.

Even though Respondent refuses to recognize (or is unable to recognize) that his conduct involves not only moral turpitude, but also dishonesty, Respondent's expert witness readily admitted that an attorney, who without the agreement of all the parties, removes certain pages from a C&R and replaces them with a single sheet containing fabricated settlement terms; then files and walks the C&R through the WCAB approval process without disclosing the alterations; and obtains an order approving the altered C&R acts dishonestly.

Respondent's email to Attorney Ruggles on November 12, 2012, shows the full extent of Respondent's hubris. As Respondent states in the last paragraph of that email:

> This is about Respect, and not money. I feel that attempting to take the entire Fee of the Confidential Settlement was blatantly disrespectful. I took the case to assist Ms. Moureau, and referred it to you with the same goal. The first Fee Split Offer [I proposed to you] was very fair, but you rejected it; now there must be a Consequence. The current 50/50 Offer is also Reasonable, but less attractive to you than before. Since you proposed ZERO for me, I have the upside; you have the downside. Please either sign the form indicating an Equal Fee Split, or sign and initial a proposed fee sum for my consideration/signature. You will undoubtedly be taking a haircut no matter how we cut the current pie, but that is how we all learn.

Respondent's Improper Petition for Fees Under Labor Code Section 5710

Respondent's attempt to obtain additional attorney's fees in the *Moureau* matter did not end with the dishonest conduct as already described *ante*. On October 31, 2012, Respondent unleashed a second coordinated plan to wrongfully obtain additional attorney's fees for representing Moureau by filing, in the *Moureau* WCAB matter, a petition for an award of $5,250 in additional attorney's fees under Labor Code section 5710. According to that petition, Respondent sought the additional fees under section 5710 for his "attendance in Palm Springs" on October 29, 2012, as scheduled on Notice by Moureau's former employer regarding Moureau's claims for additional benefits under sections 132a and 4553. According to that petition, the $5,250 was for 15 hours at $350 per hour. The 15 hours was calculated as follows: 10 hours for Respondent's attendance in Palm Springs on October 29, 2012, plus 4 hours for Respondent's travel time to and from Palm Springs on that same day plus 1 hour for purportedly preparing Moureau for the noticed October 29, 2012, "proceeding."

The only proceeding that Respondent could have attended for 10 hours on October 29, 2012, was the mediation of Moureau's claims (not Moureau's deposition). As a long-time Certified Legal Specialist in Worker's Compensation Law, Respondent knew that section 5710 authorizes discretionary awards of reasonable attorney's fees *only* for attending a worker's compensation claimant's deposition *noticed either by the employer (or former employer) or the*

worker's compensation insurance carrier. Accordingly it is clear that Respondent deliberately concealed from the WCAB that he was seeking $5,250 in attorney's fees for attending the October 29, 2012, mediation. He did so by stating vaguely the basis of his fee request as detailed *ante*.[4]

On November 5, 2012, Worker's Compensation Administrative Law Judge Willmon issued an order for payment of deposition attorney fees under section 5710 in the amount of $4,875.00 in favor of Respondent and against Moureau's former employer. The first sentence in that order states: "The petition for Deposition Attorney's Fees pursuant to Labor Code § 5710 filed by George E. Corson on 10/31/2012 having been received and reviewed …." That first sentence makes clear that Respondent successfully deceived Judge Willmon into incorrectly believing that his request for $5,250 in additional attorney's fees was for his attendance at Moureau's deposition that was noticed by Moureau's former employer or the insurance carrier. Respondent's deception is particularly offensive in light of the fact that, at the October 29, 2012, mediation, Respondent agreed to accept $787 in attorney's fees under section 5710 for his actual attendance at Moureau's deposition.

Moureau's former employer later filed an objection to the November 5, 2012, order awarding Respondent $4,875 in additional attorney's fees. And, on February 8, 2013, Judge Willmon issued a new order denying Respondent's October 31, 2012, petition for attorney's fees under section 5710.

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[4] Respondent claims that he held an honest but mistaken belief that section 5710 could be extended to permit awards for attorney's fees for attending a mediation in a worker's compensation case. According to Respondent's own expert, such a mistaken belief is objectively unreasonable. The court need not determine whether such a mistaken belief is objectively unreasonable because the court rejects for want of credibility Respondent's claim that he held such a mistaken belief. This adverse credibility determination is supported by the fact that Respondent's section 5710 petition does not mention or reference any extension of section 5710 to include attorney's fees for client preparation, attendance at, and travel time to attend a mediation in a worker's compensation proceeding.

Conclusions of law

Count One - (Bus. & Prof. Code, § 6106 [Moral Turpitude])

Business and Professions Code section 6106 provides, in part, that the commission of any act involving moral turpitude, dishonesty, or corruption constitutes cause for suspension or disbarment. The record clearly establishes that, on November 5, 2012, Respondent engaged in an act involving not only moral turpitude, but also dishonesty in willful violation of section 6106 as charged in count one. Without question, when Respondent, without authorization, removed, from the C&R, the settlement agreement that Moureau and Moureau's former employer signed and replaced that settlement agreement with a single sheet containing fabricated settlement terms and then filed the C&R with the WCAB and obtained an order approving the C&R, Respondent committed acts involving both moral turpitude and dishonesty.

Respondent argued numerous legal theories in an attempt to justify or ameliorate his misconduct. All of Respondent's contentions are without merit, and none of them warrant discussion. Respondent's meritless attempts to justify or ameliorate his misconduct are particularly troubling to the court because they establish that Respondent fails to appreciate the wrongfulness of his misconduct, which as noted *post* is an aggravating circumstance.

Count Two -(§ 6106 [Moral Turpitude])

The record clearly establishes that, on October 31, 2012, Respondent engaged in an act involving not only moral turpitude, but also dishonesty in willful violation of section 6106 as charged in count two. It is true that Respondent did not specifically state, in his October 31, 2012, petition for attorney's fees, that he attended Moureau's deposition on October 29, 2012. But it is also true that Respondent did not specifically state, in his October 31, 2012, petition for attorney's fees, that he attended a mediation on October 29, 2012. In fact, the record clearly establishes that Respondent deliberately failed to state that he attended a mediation on October

29, 2012, in an attempt to improperly obtain $5,250 in additional attorney's fees under section 5710. Acts of moral turpitude include concealment as well as affirmative misrepresentations. (*Grove v. State Bar* (1965) 63 Cal.2d 312, 315.) Indeed, " '[n]o distinction can … be drawn among concealment, half-truth, and false statement of fact. [Citation.]' [Citation.]" (*In the Matter of Chesnut* (Review Dept. 2000) 4 Cal. State Bar Ct. Rptr. 166, 174.)

The court rejects for want of credibility Respondent's contention that he filed his October 31, 2012, petition for attorney's fees to raise an issue of first impression regarding whether section 5710 authorizes attorney's fee awards to worker's compensation claimants who desire legal counsel during mediation.

Aggravation[5]

Overreaching (Std. 1.5(d).)

Respondent's misconduct was surrounded by overreaching. Respondent's overreaching is established by the abusive and condescending emails that Respondent sent to Attorney Ruggles in an unfounded attempt to hijack a significant portion of Attorney Ruggles's attorney's fees under the global settlement for himself.

Indifference Toward Rectification or Atonement For Consequences of Misconduct (Std. 1.5(g).)

Respondent's continued insistence that his misconduct was justified and Respondent's multiple meritless defenses establish that Respondent lacks insight into the wrongfulness of his conduct. (*In re Morse* (1995) 11 Cal.4th 184, 197-198, 206, 209.) Respondent's demonstrated lack of insight into the seriousness of his misconduct is particularly troubling because it suggests that Respondent's misconduct will reoccur. (*Blair v. State Bar* (1989) 49 Cal.3d 762, 781-782.)

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[5] All references to standards (or stds.) are to the Rules of Procedure of the State Bar, title IV, Standards for Attorney Sanctions for Professional Misconduct.

Mitigation

No Prior Record (Std. 1.6(a).)

Respondent has been an attorney in California since 1991 and has no prior record of discipline. Even though Respondent's misconduct is serious, he is entitled to mitigation for his more than 20 years of misconduct free practice. (*In the Matter of Stamper* (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 96, 106, fn. 13 [noting that the Supreme Court has repeatedly applied standard 1.6(a)'s predecessor in cases involving serious misconduct and citing *Rodgers v. State Bar* (1989) 48 Cal.3d 300, 317; *Cooper v. State Bar* (1987) 43 Cal.3d 1016, 1029].)

Good Character Evidence (Std. 1.6(f).)

Respondent presented good-character testimony from seven witnesses, five of whom are attorneys. Even though all of the witnesses testified to Respondent's good character, a majority of the witnesses were unaware of the full extent of Respondent's misconduct.

Moreover, the court further discounts the testimony from four of the witnesses because their testimony lacked internal consistency. Two witnesses readily agreed that filing an altered document with a court without authorization from all parties to the document and without disclosing the alteration involves dishonesty and two other witnesses testified that they would never file an altered document without such authorization and disclosure of the alteration. Nonetheless, according to these four witnesses, the fact that Respondent filed an altered document with the WCAB without authorization from all parties to the document and without disclosing the alteration did not affect their high opinion of Respondent's character.

One of Respondent's witnesses, a kindergarten teacher, credibly testified that Respondent provides books for all students on a yearly basis and has donated an iPad to her classroom.

In sum, Respondent is entitled to only limited mitigation for his good character.

Discussion

The purpose of the 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, supra*, 43 Cal.3d. at p. 1025.)

The State Bar recommends that Respondent actually be suspended from the practice of law for a period of one year. Respondent, on the other hand, argues for dismissal of the charges. In determining the appropriate 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). The standards, however, "do not mandate a specific discipline." (*In the Matter of Van Sickle* (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.) Even though the standards are not binding, they are entitled to great weight. (*In re Silverton* (2005) 36 Cal.4th 81, 92.)

The applicable sanction in this proceeding is set forth in standard 2.7, which provides: "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 mislead the victim and related to the member's practice of law."

In the present proceeding, the magnitude of the misconduct is substantial, and it directly relates to and involves Respondent's practice of law. Respondent committed two acts involving both moral turpitude and dishonesty within five days of each other. However, Respondent committed both acts in a single client matter, and Respondent has no other record of discipline.

(*Boehme v. State Bar* (1988) 47 Cal.3d 448, 451-452; *Edwards v. State Bar* (1990) 52 Cal.3d 28, 36-37, 39.)

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.) "As the Supreme Court has noted an attorney's dishonesty ' "violates 'the fundamental rules of ethics--that of common honesty--without which the profession is worse than valueless in the place it holds in the administration of justice.' [Citations.]" (*Rhodes v. State Bar* (1989) 49 Cal.3d 50, 60.) The Supreme Court has regularly and consistently condemned attorney dishonesty. (*Sevin v. State Bar* (1973) 8 Cal.3d 641, 645-646 [misappropriation and fabricated loan agreement]; *Chang v. State Bar* (1989) 49 Cal.3d 114, 128 [misappropriation with fraudulent and contrived misrepresentations to State Bar]; *Marquette v. State Bar* (1988) 44 Cal.3d 253, 263 [insufficiently funded checks].)" (*In the Matter of Dahlz* (Review Dept. 2001) 4 Cal. State Bar Ct. Rptr. 269, 285.)

The court finds *In the Matter of Dahlz, supra*, 4 Cal. State Bar Ct. Rptr. 269 instructive on the issue of discipline even though the misconduct and aggravation in *Dahlz* are greater than the misconduct and aggravation found here.

In *Dahlz*, the attorney was found culpable, in a single client matter, of failing to perform, improperly withdrawing from representation, and misrepresenting to a worker's compensation insurance adjuster that his client no longer wanted to pursue her claim. In aggravation, the attorney committed multiple acts of misconduct, had one prior record of discipline, caused significant client harm, and lacked candor toward the Court and the State Bar investigator. The lack of candor was egregious and involved presenting a false telephone log and a falsified stipulation and misrepresenting that the attorney appeared before a WCAB judge when the client's claim was settled. In mitigation, slight weight was afforded for limited pro bono services

the attorney rendered. The recommended and imposed discipline in *Dahlz* was four years' stayed suspension and four years' probation on conditions, including a one-year actual suspension.

The record fails to support Respondent's claim that his sole and exclusive goal in representing Moureau was to pursue and advance her best interests. Instead, the record clearly establishes that Respondent put his own interests before those of Moureau and others by attempting on multiple occasions to hijack for himself a portion of Attorney Ruggles's attorney's fees.

In addition to his dishonest conduct in the *Moureau* WCAB matter, the court is equally concerned with Respondent's total lack of remorse and recognition of wrongdoing; Respondent's inability to recognize and appreciate his professional duties and ethical responsibilities to his client, to opposing counsel, and to the courts; and Respondent's seeming unwillingness or inability even to consider the appropriateness of his conduct and legal analysis (*In re Morse* (1995) 11 Cal.4th 184, 209). On balance, these foregoing concerns when considered together with the found misconduct (and aggravating and mitigating circumstances) counsel a discipline recommendation in the present proceeding that is identical to that in *Dahlz*, notwithstanding the greater misconduct and aggravation in *Dahlz*.

Recommendations

Discipline

It is recommended that Respondent **GEORGE ELLIS CORSON IV,** State Bar number 157305, be suspended from the practice of law in California for four years, that execution of that

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period of suspension be stayed, and that he be placed on probation[6] for a period of four years subject to the following conditions:

1. Respondent GEORGE ELLIS CORSON IV is suspended from the practice of law for the first year of probation.

2. Respondent must comply with the provisions of the State Bar Act, the Rules of Professional Conduct, and all of the conditions of Respondent's probation.

3. Within 10 days after any change in the information required to be maintained on the membership records of the State Bar under Business and Professions Code section 6002.1, subdivision (a), including Respondent's current office address and telephone number, or if no office is maintained, the address to be used for State Bar purposes, Respondent must report such change in writing to the Membership Records Office and the State Bar's Office of Probation.

4. Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all of the conditions of Respondent's probation during the preceding calendar quarter. In addition to all quarterly reports, a final report, containing the same information, is due no earlier than 20 days before the last day of the probation period and no later than the last day of the probation period.

5. Subject to the assertion of applicable privileges, Respondent must answer fully, promptly, and truthfully, any inquiries of the Office of Probation or any probation monitor that are directed to Respondent personally or in writing, relating to whether Respondent is complying or has complied with Respondent's probation conditions.

6. Within one year after the effective date of the Supreme Court order in this proceeding, Respondent must submit to the Office of Probation satisfactory evidence of completion of the State Bar's Ethics School and passage of the test given at the end of that session. This requirement is separate from any Minimum Continuing Legal Education (MCLE) requirement, and Respondent is ordered not to claim any MCLE credit for attending Ethics School. (Accord, Rules Proc. of State Bar, rule 3201.)

7. Within 30 days after the effective date of the Supreme Court order in this proceeding, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.

[6] The probation period will begin on the effective date of the Supreme Court order in this proceeding. (See Cal. Rules of Court, rule 9.18.)

8. At the expiration of the probation period, if Respondent has complied with all conditions of probation, Respondent will be relieved of the stayed suspension.

Multistate Professional Responsibility Examination

It is further recommended that Respondent be ordered to take and pass the Multistate Professional Responsibility Examination within one year after the effective date of the Supreme Court order in this proceeding and to provide satisfactory proof of such passage to the State Bar's Office of Probation in Los Angeles within the same period.

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. Failure to do so may result in disbarment or suspension.

Costs

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

Dated: June 25, 2014.

RICHARD A. PLATEL
Judge of the State Bar Court