

1 STATE BAR OF CALIFORNIA
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PUBLIC MATTER

FILED

APR - 1 2014

STATE BAR COURT CLERK'S OFFICE
SAN FRANCISCO

STATE BAR COURT
HEARING DEPARTMENT - SAN FRANCISCO

11 In the Matter of:) Case Nos. 13-O-14408 [13-O-16443;
12) 13-O-16629; 13-O-16985]
13 JOHN JASON GENTRY MULLINS,)
14 No. 236485,) NOTICE OF DISCIPLINARY CHARGES
15 A Member of the State Bar)

NOTICE - FAILURE TO RESPOND!

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

- (1) YOUR DEFAULT WILL BE ENTERED;**
- (2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU
WILL NOT BE PERMITTED TO PRACTICE LAW;**
- (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;**
- (4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.
SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE
OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN
ORDER RECOMMENDING YOUR DISBARMENT WITHOUT
FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ.,
RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.**

The State Bar of California alleges:



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JURISDICTION

1. John Jason Gentry Mullins ("Respondent") was admitted to the practice of law in the State of California on June 1, 2005, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

COUNT ONE

Case No. 13-O-14408
Business and Professions Code, section 6106
[Moral Turpitude - Misappropriation]

2. On or about May 15, 2013, Respondent, acting in his capacity as escrow agent for a transaction between Securo Capital Limited and Atlanta Capital, LLC, received \$296,960 from Feldman & Associates, PLLC on behalf of Securo Capital Limited, which was wired into Respondent's client trust account held at Comerica Bank, account no. 189441XXXX¹. Pursuant to the Escrow Agreement and Instructions, Respondent was obligated to maintain the \$296,960 in trust until the occurrence of specified events. Between on or about May 15, 2013, and on or about May 28, 2013, and prior to the occurrence of any of the specified events and without the consent of Securo Capital Limited and Atlanta Capital, LLC, Respondent dishonestly or grossly negligently misappropriated \$296,921.94 that was to be maintained in escrow in his client trust account and thereby committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

COUNT TWO

Case No. 13-O-14408
Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

3. On or about May 15, 2013, Respondent, acting in his capacity as escrow agent for a transaction between Securo Capital Limited and Atlanta Capital, LLC, received \$296,960 from Feldman & Associates, PLLC on behalf of Securo Capital Limited, which was wired into Respondent's client trust account at Comerica Bank, account no. 189441XXXX. Pursuant to the Escrow Agreement and Instructions, Respondent was obligated to maintain the \$296,960 in trust

¹ The full account number has been omitted to protect the security of the account. The information is available to the court upon request.

1 until the occurrence of specified events. Between on or about May 15, 2013, and on or about
2 May 28, 2013, and prior to the occurrence of any of the specified events and without the consent
3 of Securo Capital Limited and Atlanta Capital, LLC, Respondent withdrew and/or transferred
4 \$296,921.94 from his trust account. Respondent failed to maintain the full \$296,960 in entrusted
5 funds held in Respondent's trust account, in willful violation of Rules of Professional Conduct,
6 rule 4-100(A).

7 COUNT THREE

8 Case No. 13-O-14408
9 Business and Professions Code, section 6106
[Moral Turpitude – Breach of Common Law Fiduciary Duty]

10 4. On or about May 15, 2013, Respondent, acting in his capacity as escrow agent for a
11 transaction between Securo Capital Limited and Atlanta Capital, LLC, received \$296,960 from
12 Feldman & Associates, PLLC, on behalf of Securo Capital Limited, which was wired into
13 Respondent's client trust account at Comerica Bank, account no. 189441XXXX. Pursuant to the
14 Escrow Agreement and Instructions, Respondent was obligated to maintain the funds in trust
15 until the occurrence of certain specified events in the agreement. Between on or about May 15,
16 2013, and on or about May 28, 2013, and prior to the occurrence of the specified events in the
17 Agreement and without the consent of the parties, Respondent disbursed \$296,921.94. In so
18 doing, Respondent mishandled and failed to safeguard the \$296,960 entrusted to him as escrow
19 agent, breaching Respondent's fiduciary duty owed to Securo Capital Limited and Atlanta
20 Capital, LLC. By breaching fiduciary duties owed to Securo Capital Limited and Atlanta Capital,
21 LLC, Respondent dishonestly or grossly negligently committed an act involving moral turpitude,
22 dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

23 COUNT FOUR

24 Case No. 13-O-14408
25 Business and Professions Code, section 6068(a)
[Failure to Comply With Laws – Breach of Common Law Fiduciary Duty]

26 5. On or about May 15, 2013, Respondent, acting in his capacity as escrow agent for a
27 transaction between Securo Capital Limited and Atlanta Capital, LLC, received \$296,960 from
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1 Feldman & Associates, PLLC, on behalf of Securo Capital Limited, which was wired into
2 Respondent's client trust account at Comerica Bank, account no. 189441XXXX. Pursuant to the
3 Escrow Agreement and Instructions, Respondent was obligated to maintain the funds in trust
4 until the occurrence of certain specified events in the agreement. Between on or about May 15,
5 2013, and on or about May 28, 2013, and prior to the occurrence of the specified events in the
6 Agreement and without the consent of the parties, Respondent disbursed \$296,921.94. In so
7 doing, Respondent mishandled and failed to safeguard the \$296,960 entrusted to him as escrow
8 agent, breaching Respondent's fiduciary duty owed to Securo Capital Limited and Atlanta
9 Capital, LLC. By breaching fiduciary duties owed to Securo Capital Limited and Atlanta Capital,
10 LLC, Respondent failed to support the Constitution and laws of the United States and of this
11 state, in wilful violation of Business and Professions Code section 6068(a).

12 COUNT FIVE

13 Case No. 13-O-16443
14 Business and Professions Code, section 6106
15 [Moral Turpitude - Misappropriation]

16 6. On or about July 2, 2013 and on or about July 3, 2013, Respondent, acting in his
17 capacity as escrow agent for a transaction between 8153418 Canada Inc. and Atlanta Capital,
18 LLC, received two deposits of \$74,980, totaling \$149,960, from 8153418 Canada Inc., which
19 were wired into Respondent's client trust account held at Comerica Bank, account no.
20 189441XXXX. Pursuant to the Escrow Agreement and Instructions, Respondent was obligated
21 to maintain the \$149,960 in trust until the occurrence of specified events. Between on or about
22 July 3, 2013, and on or about July 11, 2013, and prior to the occurrence of any of the specified
23 events and without the consent of 8153418 Canada Inc. and Atlanta Capital, LLC, Respondent
24 dishonestly or grossly negligently misappropriated \$147,000 that was to be maintained in escrow
25 in his client trust account and thereby committed an act involving moral turpitude, dishonesty or
26 corruption in wilful violation of Business and Professions Code, section 6106.

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COUNT SIX

Case No. 13-O-16443
Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

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7. On or about July 2, 2013 and on or about July 3, 2013, Respondent, acting in his capacity as escrow agent for a transaction between 8153418 Canada Inc. and Atlanta Capital, LLC, received two deposits of \$74,980, totaling \$149,960, from 8153418 Canada Inc., which were wired into Respondent's client trust account held at Comerica Bank, account no. 189441XXXX. Pursuant to the Escrow Agreement and Instructions, Respondent was obligated to maintain the \$149,960 in trust until the occurrence of specified events. Between on or about July 3, 2013, and on or about July 11, 2013, and prior to the occurrence of any of the specified events and without the consent of 8153418 Canada Inc. and Atlanta Capital, LLC, Respondent withdrew and/or transferred \$147,000 from his trust account. Respondent failed to maintain the full \$149,960 in entrusted funds held in Respondent's trust account, in willful violation of Rules of Professional Conduct, rule 4-100(A).

COUNT SEVEN

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Case No. 13-O-16443
Business and Professions Code, section 6106
[Moral Turpitude – Breach of Common Law Fiduciary Duty]

8. On or about July 2, 2013 and on or about July 3, 2013, Respondent, acting in his capacity as escrow agent for a transaction between 8153418 Canada Inc. and Atlanta Capital, LLC, received a total of \$149,960 from 8153418 Canada Inc., which was wired into Respondent's trust account at Comerica Bank, account no. 189441XXXX. Pursuant to the Escrow Agreement and Instructions, Respondent was obligated to maintain the funds in trust until the occurrence of certain specified events in the agreement. Between on or about July 3, 2013, and on or about July 11, 2013, and prior to the occurrence of the specified events in the Agreement and without the consent of the parties, Respondent disbursed \$147,000. In so doing, Respondent mishandled and failed to safeguard the \$149,960 entrusted to him as escrow agent breaching Respondent's fiduciary duty owed to 8153418 Canada Inc. and Atlanta Capital, LLC. By breaching fiduciary duties owed to 8153418 Canada Inc. and Atlanta Capital, LLC,

1 Respondent dishonestly or grossly negligently committed an act involving moral turpitude,
2 dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

3 COUNT EIGHT

4 Case No. 13-O-16443
5 Business and Professions Code, section 6068(a)
6 [Failure to Comply With Laws – Breach of Common Law Fiduciary Duty]

7 9. On or about July 2, 2013 and on or about July 3, 2013, Respondent, acting in his
8 capacity as escrow agent for a transaction between 8153418 Canada Inc. and Atlanta Capital,
9 LLC, received a total of \$149,960 from 8153418 Canada Inc., which was wired into
10 Respondent's trust account at Comerica Bank, account no. 189441XXXX. Pursuant to the
11 Escrow Agreement and Instructions, Respondent was obligated to maintain the funds in trust
12 until the occurrence of certain specified events in the agreement. Between on or about July 3,
13 2013, and on or about July 11, 2013, and prior to the occurrence of the specified events in the
14 Agreement and without the consent of the parties, Respondent disbursed \$147,000. In so doing,
15 Respondent mishandled and failed to safeguard the \$149,960 entrusted to him as escrow agent
16 breaching Respondent's fiduciary duty owed to 8153418 Canada Inc. and Atlanta Capital, LLC.
17 By breaching fiduciary duties owed to 8153418 Canada Inc. and Atlanta Capital, LLC,
18 Respondent failed to support the Constitution and laws of the United States and of this state, in
19 wilful violation of Business and Professions Code section 6068(a).

20 COUNT NINE

21 Case No. 13-O-16629
22 Business and Professions Code, section 6106
23 [Moral Turpitude - Misappropriation]

24 10. On or about June 14, 2013, Respondent, acting in his capacity as escrow agent for a
25 transaction between Kongkia Investment Co., Ltd. and Atlanta Capital, LLC, received
26 \$149,984.56 from Kongkia Investment Co., Ltd., which was wired into Respondent's client trust
27 account held at Comerica Bank, account no. 189441XXXX. Pursuant to the Escrow Agreement
28 and Instructions, Respondent was obligated to maintain the \$149,984.56 in trust until the
occurrence of specified events. Between on or about June 14, 2013, and on or about June 19,

1 2013, and prior to the occurrence of any of the specified events and without the consent of
2 Kongkia Investment Co., Ltd. and Atlanta Capital, LLC, Respondent dishonestly or grossly
3 negligently misappropriated \$149,984.56 that was to be maintained in escrow in his client trust
4 account and thereby committed an act involving moral turpitude, dishonesty or corruption in
5 wilful violation of Business and Professions Code, section 6106.

6 COUNT TEN

7 Case No. 13-O-16629
8 Rules of Professional Conduct, rule 4-100(A)
9 [Failure to Maintain Client Funds in Trust Account]

10 11. On or about June 14, 2013, Respondent, acting in his capacity as escrow agent for a
11 transaction between Kongkia Investment Co., Ltd. and Atlanta Capital, LLC, received
12 \$149,984.56 from Kongkia Investment Co., Ltd., which was wired into Respondent's client trust
13 account held at Comerica Bank, account no. 189441XXXX. Pursuant to the Escrow Agreement
14 and Instructions, Respondent was obligated to maintain the \$149,984.56 in trust until the
15 occurrence of specified events. Between on or about June 14, 2013, and on or about June 19,
16 2013, and prior to the occurrence of any of the specified events and without the consent of
17 Kongkia Investment Co., Ltd. and Atlanta Capital, LLC, Respondent withdrew and/or transferred
18 \$149,984.56 from his trust account. Respondent failed to maintain the full \$149,984.56 in
19 entrusted funds held in Respondent's trust account, in willful violation of Rules of Professional
20 Conduct, rule 4-100(A).

21 COUNT ELEVEN

22 Case No. 13-O-16629
23 Business and Professions Code, section 6106
24 [Moral Turpitude – Breach of Common Law Fiduciary Duty]

25 12. On or about June 14, 2013, Respondent, acting in his capacity as escrow agent for a
26 transaction between Kongkia Investment Co., Ltd. and Atlanta Capital, LLC, received
27 \$149,984.56 from Kongkia Investment Co., Ltd., which was wired into Respondent's trust
28 account at Comerica Bank, account no. 189441XXXX. Pursuant to the Escrow Agreement and
Instructions, Respondent was obligated to maintain the funds in trust until the occurrence of

1 certain specified events in the agreement. Between on or about June 14, 2013, and on or about
2 June 19, 2013, and prior to the occurrence of the specified events in the Agreement and without
3 the consent of the parties, Respondent disbursed \$149,984.56. In so doing, Respondent
4 mishandled and failed to safeguard the \$149,984.56 entrusted to him as escrow agent breaching
5 Respondent's fiduciary duty owed to Kongkia Investment Co., Ltd. and Atlanta Capital, LLC.
6 By breaching fiduciary duties owed to Kongkia Investment Co., Ltd. and Atlanta Capital, LLC,
7 Respondent dishonestly or grossly negligently committed an act involving moral turpitude,
8 dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

9 COUNT TWELVE

10 Case No. 13-O-16629

11 Business and Professions Code, section 6068(a)

12 [Failure to Comply With Laws – Breach of Common Law Fiduciary Duty]

13 13. On or about June 14, 2013, Respondent, acting in his capacity as escrow agent for a
14 transaction between Kongkia Investment Co., Ltd. and Atlanta Capital, LLC, received
15 \$149,984.56 from Kongkia Investment Co., Ltd., which was wired into Respondent's trust
16 account at Comerica Bank, account no. 189441XXXX. Pursuant to the Escrow Agreement and
17 Instructions, Respondent was obligated to maintain the funds in trust until the occurrence of
18 certain specified events in the agreement. Between on or about June 14, 2013, and on or about
19 June 19, 2013, and prior to the occurrence of the specified events in the Agreement and without
20 the consent of the parties, Respondent disbursed \$149,984.56. In so doing, Respondent
21 mishandled and failed to safeguard the \$149,984.56 entrusted to him as escrow agent breaching
22 Respondent's fiduciary duty owed to Kongkia Investment Co., Ltd. and Atlanta Capital, LLC.
23 By breaching fiduciary duties owed to Kongkia Investment Co., Ltd. and Atlanta Capital, LLC,
24 Respondent failed to support the Constitution and laws of the United States and of this state, in
25 wilful violation of Business and Professions Code section 6068(a).

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COUNT THIRTEEN

Case No. 13-O-16985
Business and Professions Code, section 6106
[Moral Turpitude - Misappropriation]

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14. On or about July 31, 2013, Respondent, acting in his capacity as escrow agent for a transaction between Embrace Development & Management LLC and Atlanta Capital, LLC, received \$100,000 from Embrace Development & Management LLC, which was wired into Respondent's client trust account held at Comerica Bank, account no. 189441XXXX. Pursuant to the Escrow Agreement and Instructions, Respondent was obligated to maintain the \$100,000 in trust until the occurrence of specified events. Between on or about July 31, 2013, and on or about August 2, 2013, and prior to the occurrence of any of the specified events and without the consent of Embrace Development & Management LLC and Atlanta Capital, LLC, Respondent dishonestly or grossly negligently misappropriated \$100,000 that was to be maintained in escrow in his client trust account and thereby committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

COUNT FOURTEEN

Case No. 13-O-16985
Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

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15. On or about July 31, 2013, Respondent, acting in his capacity as escrow agent for a transaction between Embrace Development & Management LLC and Atlanta Capital, LLC, received \$100,000 from Embrace Development & Management LLC, which was wired into Respondent's client trust account held at Comerica Bank, account no. 189441XXXX. Pursuant to the Escrow Agreement and Instructions, Respondent was obligated to maintain the \$100,000 in trust until the occurrence of specified events. Between on or about July 31, 2013, and on or about August 2, 2013, and prior to the occurrence of any of the specified events and without the consent of Embrace Development & Management LLC and Atlanta Capital, LLC, Respondent withdrew and/or transferred \$100,000 from his trust account. Respondent failed to maintain the full \$100,000 in entrusted funds held in Respondent's trust account, in willful violation of Rules of Professional Conduct, rule 4-100(A).

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COUNT FIFTEEN

Case No. 13-O-16985
Business and Professions Code, section 6106
[Moral Turpitude – Breach of Common Law Fiduciary Duty]

16. On or about July 31, 2013, Respondent, acting in his capacity as escrow agent for a transaction between Embrace Development & Management LLC and Atlanta Capital, LLC, received \$100,000 from Embrace Development & Management LLC, which was wired into Respondent's trust account at Comerica Bank, account no. 189441XXXX. Pursuant to the Escrow Agreement and Instructions, Respondent was obligated to maintain the funds in trust until the occurrence of certain specified events in the agreement. Between on or about July 31, 2013, and on or about August 2, 2013, and prior to the occurrence of the specified events in the Agreement and without the consent of the parties Respondent disbursed \$100,000. In so doing, Respondent mishandled and failed to safeguard the \$100,000 entrusted to him as escrow agent breaching Respondent's fiduciary duty owed to Embrace Development & Management LLC and Atlanta Capital, LLC. By breaching fiduciary duties owed to Embrace Development & Management and Atlanta Capital, LLC, Respondent dishonestly or grossly negligently committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

COUNT SIXTEEN

Case No. 13-O-16985
Business and Professions Code, section 6068(a)
[Failure to Comply With Laws – Breach of Common Law Fiduciary Duty]

17. On or about July 31, 2013, Respondent, acting in his capacity as escrow agent for a transaction between Embrace Development & Management LLC and Atlanta Capital, LLC, received \$100,000 from Embrace Development & Management LLC, which was wired into Respondent's trust account at Comerica Bank, account no. 189441XXXX. Pursuant to the Escrow Agreement and Instructions, Respondent was obligated to maintain the funds in trust until the occurrence of certain specified events in the agreement. Between on or about July 31, 2013, and on or about August 2, 2013, and prior to the occurrence of the specified events in the Agreement and without the consent of the parties Respondent disbursed \$100,000. In so doing,

1 Respondent mishandled and failed to safeguard the \$100,000 entrusted to him as escrow agent
2 breaching Respondent's fiduciary duty owed to Embrace Development & Management LLC and
3 Atlanta Capital, LLC. By breaching fiduciary duties owed to Embrace Development &
4 Management and Atlanta Capital, LLC, Respondent failed to support the Constitution and laws
5 of the United States and of this state, in wilful violation of Business and Professions Code
6 section 6068(a).

7 **NOTICE - INACTIVE ENROLLMENT!**

8 **YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR
9 COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE
10 SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL
11 THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO
12 THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN
13 INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE
14 ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE
15 RECOMMENDED BY THE COURT.**

16 **NOTICE - COST ASSESSMENT!**

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

22 Respectfully submitted,
23
24 THE STATE BAR OF CALIFORNIA
25 OFFICE OF THE CHIEF TRIAL COUNSEL

26 DATED: April 1, 2014

27 By: 
28 Robert A. Henderson
Senior Trial Counsel

