

ORIGINAL

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FILED
OCT 15 2014
STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

STATE BAR COURT

HEARING DEPARTMENT – LOS ANGELES

In the matter of)	Case No. 13-O-14801
VICTOR E. HOBBS)	
State Bar Member)	
No. 80191)	ANSWER TO DISCIPLINARY CHARGE
_____)	

COUNT ONE

The allegations set forth in COUNT ONE are Denied.

COUNT TWO

The allegations set forth in COUNT TWO are Denied.

COUNT THREE

The allegations set forth in COUNT THREE are Denied.



COUNT FOUR

The allegations set forth in COUNT FOUR are denied.

AFFIRMATIVE DEFENCES

1. The Law Firm was organized on or about the early part of 2011. During 2011, a Trust Account XXXXXX5418 was opened in the Wells Fargo Bank.
2. The Law Firm also had a business account at the Wells Fargo Bank used to pay bills and other expenses.
2. The respondent was responsible for various cases, making court appearances for both Law Firm and personal Civil and Criminal cases.
3. The office was managed by an Office Manager, who also kept the accounting on the Trust and the Business Account. He had Real Estate Brokers Licenses in several States, attended one year of Law School, and had three Master Degrees. The subject case is the only instance in which there was a problem with the Trust Account.
- 5 There was a Retainer Agreement with the Morins, the Office Manager and clients signed. However, this agreement was signed prior to the Judge issuing his Order requiring the Plaintiffs to pay money each month into the Law Firm's Trust Account.
- 6 The clients eventually ceased making their agreed to monthly payment of legal fees.
7. The aforesaid case was first brought to my attention on or about March 2013. When I, (the Respondent) and the Office Manager discussed the Trust Account, generally. The second time the matter was discussed was on or about June 2013. On this occasion, the Office Manager informed the Respondent that the Morins' money in the Trust should be, \$6,600.00, however he expected a

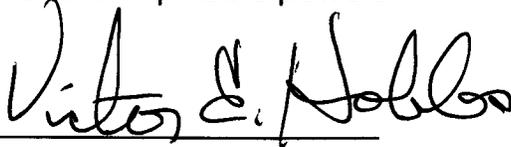
dispute with the Morins. Said sum was eventually sent to the Morins in a certified check. The Morins sent Respondent two demands, both sums were between \$10,000.00 to \$11,000.00. Which the wife claimed was owed to them.

8. There was never a request from the Morins for an accounting made to the Respondent in either writing or oral.
9. The office was being shut down during the aforesaid month. The Office Keys were returned to the Landlord on or about April 4, 2013.
10. During 2012 and 2013 I, (the Respondent) worked 7 days week including all holidays. I had no knowledge of the Morin's Case and due to the lack of any I had no knowledge of the Judge's Order, nor have I ever seen said Judge's Order on the Trust Account deposits.

PRAYER

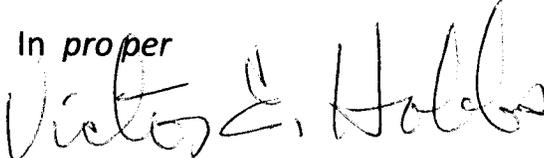
1. The Complainant take nothing by their actions;
 2. The Respondent has requested discovery, since May 29, 2014. It is anticipated to be delivered.
1. The Court exercise its equitable powers.

August 4, 2014



Victor E. Hobbs

In proper



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State Bar Court
Case Administrator – Julieta E. Gonzales
845 S. Figueroa St.
Los Angeles, CA 90017

Kimberly Kasreliovich – Enforcement
845 S. Figueroa St.
Los Angeles, CA. 90017