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FILED

JUL 22 2015

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

8 **STATE BAR COURT**
9 **HEARING DEPARTMENT - LOS ANGELES CALIFORNIA**

11 *In the Matter of*

) **Case No: 14-O-04053**
12) **14-O-04313**

13 **GEORGE STEVEN WASS**
14 **161732**

) **ANSWER TO**
15) **DISCIPLINARY CHARGES**
16)
17)

18 Defendant GEORGE S. WASS responds to the Disciplinary Charges on file herein as follows
19 as to Dale Painters Products, Inc and Dudley Williams as follows:
20

21 1. Under the provisions of Section 431.30 of the California Code of Civil
22 Procedure this answering Defendant specifically and generally **DENIES** each and every
23 allegation of the Disciplinary Complaint (hereinafter referred to just as "Complaint" or
24 "complaint") on file herein, and the whole thereof, including each and every purported cause
25



1 of action contained therein, and **DENIES** that Respondent Attorney committed any act or
2 omission alleged therein that would give rise to disciplinary action, nor committed any act not
3 consistent with the faithful execution of the duties of an attorney. Plaintiff Denies the
4 clients sustained any injury or damages due to the conduct of this responding attorney, or at
5 all, by reason of any act, breach or omission on the part of this answering Respondent, or at
6 all.

7 2. This Answering Attorney Admits he was Admitted to practice law in this State on
8 December 1, 1992, and has been continuously active member since that time.

9 3. This answering Attorney **DENIES** that he was guilty of any of the conduct alleged
10 in the Complaint, or otherwise, or at all, and further **DENIES** that the client was injured or
11 damaged, by this answering Defendant, either as alleged in the complaint on file herein, or
12 otherwise, or at all.

13 4. This answering Defendant **DENIES** liability to said Plaintiff upon any theory or
14 theories or set of facts whatsoever, and further denies that he owes the Client any refund on money
15 paid, which payment was in fact for services already rendered.

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17 **AS TO ALL COUNTS AS TO PAINTERS PRODUCTS**

18 5. Painters Products, Inc / Kurt Koptis paid attorney for some of the prior services
19 rendered prior to any further representation would be made. This was before Kurt Koptis owned
20 Painters, but was trying to purchase Painters Products.

21 Kurt Koptis as President of Painters Products, refused to sign a retainer agreement to
22 perform the new services. Never-the-less this Answering Attorney did file for arbitration to protect
23 the claim, as it appeared the statute of limitations may well have passed. Kurt was advised of his
24 dilatory moving on the lawsuit/arbitration. He talked about it over a year and a half before attempting

1 the Arbitration. The suit was based on patents rights, and violation of patent rights, and breaches
2 of contract.

3 Counsel for the Defendant Eclectic filed a response to the initial notice of Arbitration
4 stating the claims were outside of arbitration agreement.

5 Responding Attorney contacted Kurt Koptis and asked if he would like Lawrence Ecoff
6 as counsel as this Responding Attorney was not licensed in Oregon to practice law, nor did
7 answering Attorney practice in federal court, and told Kurt Koptis he would not do so. Lawrence
8 Ecoff had successfully handled another case for Kurt Koptis, and is a very good attorney.

9 Assuming a contract was formed with Painters and Responding Attorney, which responding
10 attorney denies, the contract was terminated when Lawrence Ecoff agreed to enter the litigation
11 under a new and superceding contract, with his firm stating his contract with answering Attorney
12 being paid a split fee, in an unstated amount or percentage. Mr Ecoff was willing to go the State
13 of Oregon, as was more familiar with federal court, and was willing to do the Arbitration, and sent
14 out a written agreement.

15 Kurt Koptis never returned to a signed retainer agreement of the Ecoff attorney -client to
16 Responding Attorney, but Responding was informed it was sent to Lawrence Ecoff. Koptis was told
17 he would have to have a signed agreement for representation with Mr. Ecoff as Responding Attorney
18 does not practice in Oregon. Responding Attorney's agreement, if any was superceded by Mr. Ecoff's
19 agreement, as Federal litigation was going to happen, and the Arbitration would have to wait until
20 jurisdiction was determined, and Mr. Ecoff was in that as well. Responding Attorney did attend
21 telephonic Arbitration meetings. As did Kurtis Koptis, who would then discuss each hearing
22 afterwards for about an hour each time.

23 Larry Ecoff checked on "Pacer" [Responding Attorney does not have a "Pacer"], and
24 learned that a law suit had been filed in United States District Court in Oregon, and told Responding
25

1 Attorney, and Kurtis Koptis. Responding attorney contacted Kurtis Koptis that a lawsuit had been
2 filed, and asked if he had been served, which he said "No". Mr. Kotis was told service could be
3 done by mail or in person. Mr. Koptios informed Responding Attorney that his desigated person
4 for service of process was his certified public accountant, Karl Andersen, in Palm Springs,
5 California, but he had called Karl Andersen , and Karl Andersen had said he not been served.
6 Responding Attorney instructed Kurtis Koptis to call Karl Andersen every couple of days to see if
7 he got served. Karl Andersen got served, but Kurt failed to contract Karl Andersen to see if he was
8 served, while informing Responding Attorney he had been served. In reality, one of Karl Andersen's
9 employees was served. However Karl Andersen e-mailed Kurt Koptis at his last known e-mail
10 address and called for Mr. Koptis.

11 Kurtis Koptis was served a complaint from Eclectic filed in the United States District Court
12 in Oregon, at Karl Andersen's office, his agent for service of procees, but Kurt had failed to check
13 to see if he had been served while informing Responding Attorney he was continuing checking.

14 Larry Ecoff found a proof of service on Pacer and informed Kurt Koptis and Responding Attorney,

15 Kurt Koptis did not check for service, and a motion was filed by Eclectic in Oregon to put
16 Painters into default, and for a default judgment.

17 At the beginning of the Arbtration, the Arbitrator was immediately informed in Eclectic
18 Answer that Federal Litigation was contemplated by Eclectic. Secondly the hearing were continued
19 for a second purpose, as counse for both side had trial conflicts.

20 When the Default Motoin was discovered in Oregon, Mr. Ecoff unilaterally resigned and
21 terminated the contract. Kurtis Koptis found an Attorney to work on setting aside, or opposing the
22 Motion for Default and Default Judgment, and to change venue to California which the contractwith
23 Eclectic and Painters stated the jurisdictioin for the litigation, . However this attorny appeared to
24 only be licensed to practice law in the last six months. The Orgeon Attorney was requested to file

1 a motion to set aside the Default, [which had not been entered], and a change of venue to California,
2 as per the Agreement between Eclectic and Painters.

3 Kurt Koptis had Responding Attorney prepared a blue print of what the motion of what he
4 thought the motion in Oregon Federal Court would look like, and provided it to the Oregon attorney.
5 It had both the motion to set aside / oppose the default and a change of venue. The Oregon
6 Attorney never filed nor included a motion for a change of venue, and milked the motion to set
7 aside the default, which she did not know how to properly prepare. Hours were spent going back
8 and forth with her.

9 The Arbitrator was informed of the issue with the Oregon lawsuit, and a continuance was
10 made. Counsel for Eclectic then asked for a more definitive statement of the claims. The Arbitrator
11 granted the motion. However Counsel for Eclectic wanted a continuance due to his trial conflict,
12 which Responding Party did not object to as he too had a conflict on certain other days.

13 While at Trial the Motion to Strike the Complaint for lack of prosecution was filed. The
14 Court held in reserve to pending the filing of the more extensive statement. The Statement was
15 timely filed, but the court ruled the next morning. Strangely saying the delays were caused by
16 Painters side, while the Federal Law suit filed by Eclectic, the continuances requested by Eclectic
17 and Painters counsel due to trials, counsel for Eclectic request to continuance due to yet another
18 trial, and the pending motion to set aside the default, as well as the arbitrator's jurisdiction was
19 before the arbitrator.

20 Two days before the Arbitrator ruled, the motion to set aside or prevent the default was
21 granted. Responding party filed his more extensive pleading as ordered and within the time to do
22 it in, and the next day the arbitrator granted the dismissal for not filing the response, which was in
23 fact done on the prior date.

24 Painter's Attorney in Oregon quit, as she said she did not know how to do the case, and all
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1 during the motion to set aside or deny the default in Oregon, Kurt Koptis told Responding Attorney
2 he wanted him to go to Oregon and be the Attorney there, while Responding Attorney kept informed
3 Kurt Koptis over and over, he was not licensed in Oregon, and could not practice there, and did not
4 do federal actions any more.

5 The more definitive answer was filed and served. Mr Koptis had been kept in contact
6 continuously at all times of what was happening, with extensive phone calls, and Mr. Koptis also
7 appeared at the telephonic hearings.

8 Responding party denies each and every count in the disciplinary complaint. The motion to
9 dismiss came while Responding party was at Trial, and after counsel for Ecltetic also declared he
10 had a trial conflict and the matter was continued.

11 However the Court's response to rule on the motion to dismiss was not ruled on until after
12 the time had passed to file the more definitive statement, however the order was it would not be
13 ruled in if the papers were filed, and the motion would not be granted. Filing of the more definitive
14 statement was timely made, thus there was no reason to oppose the motion.

15 Kurt Koptis was on the e-mail list of documents served and received copies of all the
16 proceeding, hearings and documents.

17 The fees was for prior services, not the arbitration.

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19 AS TO ALL COUNTS AS TO DUDLEY WILLIAMS

20 Dudley Williams went through about a week having his friend asks questions for him. Mr
21 Williams went out of the country but retained Responding Attorney to represent him. There were
22 extensive discussions regarding the likelihood of success, Temporary Restraining Orders and
23 Preliminary Injunctions, and their costs, and time to prepare, as well as the bond that had to be
24 provided if the preliminary injunction had to be filed.

1 He was also informed that his chances of success increase in the unlawful detainer court, as
2 the burden is on the Plaintiff, who usually does not have the evidence to prove a valid sale. But it
3 is would also be unnerving to go through an eviction process. The pros and cons were thoroughly
4 discussed.

5 There was less than a week left before the foreclosure sale, and Mr. Williams was informed
6 that was too short of time to prepare the type of complaint that would survive a demurrer as the then
7 current law was making it tough to bring a civil action without a solid complaint, with allegations
8 of the level that would support fraud, and that without a Temporary Restraining Order the sale
9 may go forward even if a lis pendens filed, and if you cannot prove your case at a motion to expunge
10 the lis pendens, he could also be liable for attorney fees to remove the lis pendens. There was no time
11 of the essence to perform and the contract did not call for it. A non-judicial foreclosure sale is not
12 final unless no action is taken. It can be challenged in an unlawful detainer hearings or by a separate
13 civil action (even years later based on certain circumstances) as Mr, Williams was told.

14 Further Responding Attorney got a call from Mr. Ballard, an attorney for Mr. Williams,
15 saying the foreclosure was continued 30 days, and that there was some breathing room to finish
16 preparing the complaint.

17 Responding party finished the complaint, however Mr. Williams decided not filed the
18 complaint. A copy of the complaint and lis pendens with his name on put onto it in pro per, was
19 sent to Mr. Williams, in plenty of time prior to the continued foreclosure date to serve the complaint
20 and a lis pendens on all parties prior to any foreclosure. If the lis pendens would have worked
21 before, it would have worked then.

22 Responding party completed the work and had spent more time in it than in the retainer, for
23 this "specialty contract". Mr. Williams cannot walk away for work that was performed specially at
24 his request.

1 The client was informed that the fee for the complaint and lis pendens would be \$7,500.00,
2 or more, prior to entering into the agreement.

3 Responding party responded with these facts as to Mr. Williams, including the threats of a
4 \$250,000.00 law suit, extortion - black mail, by a third party Responding party had no attorney
5 client relationship whatsoever. Responding Attorney believes the whole thing was a setup.
6

7 **ADDITIONAL AFFIRMATIVE DEFENSE**

8 **- as TO PAINTERS PRODUCTS**

9 1. The Arbitration Award was never completed as it was not taken to a judgment in United
10 States District Court for the Souhtern District of California, as required by the contract, not at all,
11 and it expired in 90 days.

12 2. The Abitration Award did not have clarity as to what the ruling was, the jurisdiction over
13 many of the counts had been disputed as belonging in federal court and are included in the Oregon
14 Case by the Defendant itself.

15 3. The Arbitration Award is illegal, as Oregon attorneys not licenced in to practic law in
16 California acted as counsel for Eclectic, and their acts are illegal, as is the Arbitration Award which
17 was never completed, and is void.
18
19

20 **ADDITIONAL AFFIRMATI VE DEFENSES**

21 **As to Dudley Williams**
22

23 1. The Client had a specialty contract, which he wanted to cancel after it was completed,
24 or alternativley did not want to pay the quantum meruit for the work perform to do the specialty
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26 v

1 contract, at his request.

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Respectfully Submitted

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5 Date: July 20, 2015

GEORGE S. WASS
In Propria Persona

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1 **PROOF OF SERVICE**
2 **(CCP §1013(a), 2015.5)**

3 I, the undersigned, declare:

4 I am employed in the County of Riverside. I am over the age of eighteen and I am not a party
5 to the within action; my business address is 2145 E. Tahquitz Canyon Way, Suite 4, Palm Springs,
6 CA 92262.

6 On July 22, 2015 I personally caused the following document(s):

7 1) **Answer to Dsiciplinary Charges of the State Bar**

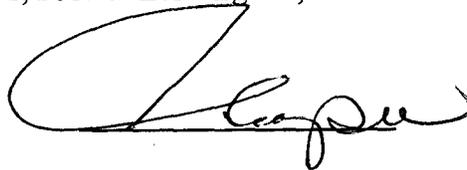
8 to be served by personal service this date on all parties listed below, by personally
9 delivering the original(s) a true and correct copy(s), of each of the above documents on each
10 person on the attached service list, by personally delivering these documents to each person or their
11 respective counsel of record, at their respective address of record as listed below on the Attached
12 Service List:

11 to be served by U. S. mail return receipt requested, this date, by personally placing the
12 original a true copy(s) of each document in a sealed envelope(s), with postage fully prepaid
13 thereon, one envelope for each of the party(s) named on the Attached Service List, or to their
14 respective attorneys of record at their respective addresses as listed below on the Attached Service
15 List, and then personally depositing each envelope for each addressee into the United States mail,
16 at Palm Springs, California this date.

15 to be served by FAX this date, by sending a true and correct copy(s) thereof by facsimile
16 transmission to all interested parties at each of their FAX numbers listed on the Attached Service
17 List.

17 to be served by e-mail pursuant to Order of the Court, agreement of the parties, or statute, by
18 sending a true and correct copy(s) thereof by e-mail to all interested parties, and/or their respective
19 counsel of record, at each of their e-mail addresses listed on the Attached Service List.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct and was executed on July 22, 2015 at Los Angeles, California.

21 

1 **ATTACHED SERVICE LIST**

2
3 STATE BAR OF CALIFORNIA
4 OFFICE OF CHIEF TRIAL COUNSEL
5 JAYNE KIM, Esq
6 CHIEF TRIAL COUNSEL
7 JOSEPH R. CARLUCCI, Esq
8 Deputy Trial Counsel
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11 STATE BAR COURT
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