

FILED

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STATE BAR COURT CLERK'S OFFICE
SAN FRANCISCO

1 STATE BAR OF CALIFORNIA
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STATE BAR COURT

HEARING DEPARTMENT - SAN FRANCISCO

13 In the Matter of:) Case No. 14-O-5418
14 ALBERT MIKLOS KUN,)
No. 55820,) NOTICE OF DISCIPLINARY CHARGES
15)
16 A Member of the State Bar.)

NOTICE - FAILURE TO RESPOND!

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

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

27 The State Bar of California alleges:

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JURISDICTION

1. Albert Kun ("respondent") was admitted to the practice of law in the State of California on June 28, 1973, 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. 14-O-5418
Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

2. On or about June 10, 2014, respondent received a check from respondent's client, Dana LeGrande, for advanced fees and costs in the sum of \$2460. On or about June 12, 2014, respondent deposited the \$2460 into respondent's client trust account at Bank of the West, account number xxx-xx7401¹ on behalf of the client. Of this sum, respondent was obligated to maintain \$460 in his client trust account. Respondent failed to maintain a balance of \$460 on behalf of the client in respondent's client trust account, in willful violation of Rules of Professional Conduct, rule 4-100(A).

COUNT TWO

Case No. 14-O-5418
Business and Professions Code, section 6106
[Moral Turpitude - Misappropriation]

3. On or about June 10, 2014, respondent received a check from respondent's client, Dana LeGrande, for advanced fees and costs in the sum of \$2460.

4. On or about June 12, 2014, respondent deposited the \$2460 into respondent's client trust account at Bank of the West, account number xxx-xx7401 on behalf of the client. Between on or about June 12, 2014 and July 7, 2014, respondent dishonestly or grossly negligently misappropriated for respondent's own purposes \$450.99 that Dana Le Grande was entitled to receive, and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

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¹ The complete account number is redacted for privacy purposes.

COUNT THREE

Case No. 14-O-5418
Rules of Professional Conduct, rule 4-100(A)
[Commingling Personal Funds in Client Trust Account]

5. Between on or about July 25, 2014 and April 23, 2015, respondent deposited or commingled funds belonging to respondent into respondent's client trust account at Bank of the West, account number xxx-xx7401, as follows in wilful violation Rules of Professional Conduct, rule 4-100(A):

<u>DATE OF DEPOSIT</u>	<u>AMT. DEPOSITED</u>	<u>FORM OF DEPOSIT</u>
7/25/14	\$ 200	Cash
8/20/14	\$ 120	Check
8/25/14	\$ 100	Cash
8/27/14	\$ 500	Cash
9/2/14	\$ 80	Cash
11/17/14	\$ 300	Cash
12/3/14	\$ 245	Cash
1/23/15	\$ 300	Cash
3/18/15	\$ 500	Cash
3/24/15	\$ 460	Cash
4/1/15	\$1,000	Cash
4/23/15	\$ 500	Cash

COUNT FOUR

Case No. 14-O-5418
Rules of Professional Conduct, rule 4-100(A)
[Commingling – Payment of Personal Expenses from Client Trust Account]

6. Between in or about June 2014 and April 2015, respondent issued the following checks and/or authorized electronic debits from funds in respondent's client trust account at

1 Bank of the West, account number xxx-xx7401 for the payment of personal expenses, in willful
2 violation of Rules of Professional Conduct, rule 4-100(A):

3	<u>CHECK # / DATE OF</u>		<u>\$ AMT OF CK/</u>
4	<u>DEBIT</u>	<u>PAYEE</u>	<u>DEBIT</u>
5	4841	Kaiser Permanente	\$27.05
6	4842	Kaiser Permanente	\$76.00
7	4844	Evergreen Holdings, Inc.	\$512.50
8	4845	Kaiser Permanente	\$76.00
9	4846	Wells Fargo Dealer Services	\$266.53
10	4849	Kaiser Permanente	\$76.00
11	4853	Wells Fargo Dealer Services	\$279.86
12	4854	Evergreen Holdings, Inc.	\$512.50
13	4857	Wells Fargo Dealer Services	\$306.50
14	4908	Kaiser Permanente	\$82.85
15	4912	Capital One	\$40.00
16	4914	Wells Fargo Dealer Services	\$266.53
17	4915	Evergreen Holdings, Inc.	\$512.50
18	4916	Wells Fargo Dealer Services	\$266.53
19	4917	Kaiser Permanente	\$19.20
20	4918	Evergreen Holdings, Inc.	\$512.50
21	4920	AT&T	\$134.13
22	4921	AT&T	\$103.00
23	4923	Wells Fargo Dealer Services	\$266.53
24	4924	Kaiser Permanente	\$96.00
25	4925	Evergreen Holdings, Inc.	\$512.50
26	4926	Capital One	\$100.00

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	<u>CHECK # / DATE OF DEBIT</u>	<u>PAYEE</u>	<u>\$ AMT OF CK/ DEBIT</u>
1			
2	4928	AAA	\$47.00
3	4929	Capital One	\$15.00
4	4930	State Bar of CA	\$430.00
5	4931	AT&T	\$45.00
6	4932	AT&T	\$45.73
7	4933	AT&T	\$142.72
8	4934	Kaiser Permanente	\$90.00
9	4936	Evergreen Holdings, Inc.	\$512.50
10	4941	Kaiser Permanente	\$25.00
11	4942	Kaiser Permanente	\$25.00
12	4943	Kaiser Permanente	\$55.00
13	4945	Evergreen Holdings, Inc.	\$512.50
14	4946	AT&T	\$45.00
15	4947	AT&T	\$69.39
16	4948	AT&T	\$138.24
17	4949	Kaiser Permanente	\$56.65
18	4955	Evergreen Holdings, Inc.	\$512.50
19			
20	6/2/14	ATM Cash Withdrawal	\$40.00
21	6/2/14	ATM Cash Withdrawal	\$40.00
22	6/4/14	ATM Cash Withdrawal	\$40.00
23	6/6/14	ATM Cash Withdrawal	\$40.00
24	6/16/14	ATM Cash Withdrawal	\$40.00
25	6/16/14	ATM Cash Withdrawal	\$40.00
26	6/16/14	ATM Cash Withdrawal	\$40.00
27			
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	<u>CHECK # / DATE OF DEBIT</u>	<u>PAYEE</u>	<u>\$ AMT OF CK/ DEBIT</u>
1			
2	6/16/14	AT&T	\$40.00
3	6/16/14	AT&T	\$65.00
4	6/18/14	ATM Cash Withdrawal	\$40.00
5	6/23/14	ATM Cash Withdrawal	\$40.00
6	6/23/14	ATM Cash Withdrawal	\$40.00
7	6/23/14	ATM Cash Withdrawal	\$40.00
8	6/24/14	ATM Cash Withdrawal	\$40.00
9	6/25/14	ATM Cash Withdrawal	\$40.00
10	6/25/14	AT&T	\$155.36
11	6/26/14	ATM Cash Withdrawal	\$40.00
12	6/26/14	AT&T	\$55.17
13	6/26/14	Mercury Casualty	\$143.00
14	6/27/14	ATM Cash Withdrawal	\$40.00
15	6/27/14	AT&T	\$30.00
16	6/30/14	ATM Cash Withdrawal	\$40.00
17	6/30/14	AT&T	303.30
18	7/1/14	ATM Cash Withdrawal	\$40.00
19	7/3/14	ATM Cash Withdrawal	\$40.00
20	7/7/14	ATM Cash Withdrawal	\$40.00
21	7/7/14	AT&T	\$107.00
22	7/25/14	Mercury Casualty	\$143.00
23	8/25/14	ATM Cash Withdrawal	\$40.00
24	8/26/14	Mercury Casualty	\$143.00
25	8/27/14	ATM Cash Withdrawal	\$40.00
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28			

	<u>CHECK # / DATE OF DEBIT</u>	<u>PAYEE</u>	<u>\$ AMT OF CK/ DEBIT</u>
1			
2	8/29/14	ATM Cash Withdrawal	\$40.00
3	9/2/14	ATM Cash Withdrawal	\$40.00
4	9/2/14	ATM Cash Withdrawal	\$40.00
5	9/2/14	ATM Cash Withdrawal	\$40.00
6	9/2/14	ATM Cash Withdrawal	\$100.00
7	9/2/14	ATM Cash Withdrawal	\$100.00
8	9/2/14	ATM Cash Withdrawal	\$40.00
9	9/4/14	ATM Cash Withdrawal	\$40.00
10	9/15/14	ATM Cash Withdrawal	\$40.00
11	9/22/14	ATM Cash Withdrawal	\$40.00
12	9/23/14	ATM Cash Withdrawal	\$40.00
13	9/24/14	AT&T	\$61.00
14	9/25/14	ATM Cash Withdrawal	\$40.00
15	9/25/14	ATM Cash Withdrawal	\$40.00
16	9/25/14	Mercury Casualty	\$143.00
17	10/3/14	ATM Cash Withdrawal	\$40.00
18	10/24/14	Mercury Casualty	\$143.00
19	11/20/14	ATM Cash Withdrawal	\$40.00
20	11/21/14	ATM Cash Withdrawal	\$40.00
21	11/21/14	AT&T	\$53.00
22	11/24/14	ATM Cash Withdrawal	\$40.00
23	11/24/14	AT&T	\$147.89
24	11/25/14	Mercury Casualty	\$145.87
25	11/28/14	ATM Cash Withdrawal	\$40.00
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	<u>CHECK # / DATE OF DEBIT</u>	<u>PAYEE</u>	<u>\$ AMT OF CK/ DEBIT</u>
1			
2	11/28/14	AT&T	\$151.79
3	12/8/14	ATM Cash Withdrawal	\$40.00
4	12/8/14	ATM Cash Withdrawal	\$40.00
5	12/16/14	AT&T	\$91.84
6	12/18/14	AT&T	84.00
7	12/24/14	ATM Cash Withdrawal	\$40.00
8	12/24/14	ATM Cash Withdrawal	\$40.00
9	12/24/14	ATM Cash Withdrawal	\$40.00
10	12/26/14	AT&T	\$129.83
11	12/26/14	Mercury Casualty	\$144.60
12	12/29/14	ATM Cash Withdrawal	\$40.00
13	12/31/14	ATM Cash Withdrawal	\$40.00
14	12/31/14	ATM Cash Withdrawal	\$40.00
15	12/31/14	ATM Cash Withdrawal	\$40.00
16	12/31/14	ATM Cash Withdrawal	\$40.00
17	12/31/14	ATM Cash Withdrawal	\$40.00
18	1/7/15	ATM Cash Withdrawal	\$40.00
19	1/12/15	ATM Cash Withdrawal	\$40.00
20	1/15/15	ATM Cash Withdrawal	\$40.00
21	1/16/15	ATM Cash Withdrawal	\$40.00
22	1/20/15	ATM Cash Withdrawal	\$40.00
23	1/21/15	ATM Cash Withdrawal	\$40.00
24	1/26/15	Mercury Casualty	\$144.60
25	1/28/15	ATM Cash Withdrawal	\$40.00
26	1/29/15	ATM Cash Withdrawal	\$40.00
27			
28			

	<u>CHECK # / DATE OF DEBIT</u>	<u>PAYEE</u>	<u>\$ AMT OF CK/ DEBIT</u>
1			
2	1/30/15	ATM Cash Withdrawal	\$40.00
3	2/5/15	ATM Cash Withdrawal	\$40.00
4	2/5/15	ATM Cash Withdrawal	\$40.00
5	2/9/15	ATM Cash Withdrawal	\$40.00
6	2/18/15	ATM Cash Withdrawal	\$40.00
7	2/19/15	ATM Cash Withdrawal	\$40.00
8	2/23/15	ATM Cash Withdrawal	\$40.00
9	2/25/15	ATM Cash Withdrawals	\$40.00
10	2/26/15	ATM Cash Withdrawals	\$40.00
11	2/26/15	Mercury Casualty	\$144.60
12	2/27/15	ATM Cash Withdrawal	\$40.00
13	3/4/15	ATM Cash Withdrawal	\$40.00
14	3/5/15	ATM Cash Withdrawal	\$40.00
15	3/6/15	ATM Cash Withdrawal	\$40.00
16	3/9/15	ATM Cash Withdrawal	\$40.00
17	3/23/15	ATM Cash Withdrawal	\$40.00
18	3/24/15	ATM Cash Withdrawal	\$40.00
19	3/26/15	ATM Cash Withdrawal	\$40.00
20	3/26/15	Mercury Casualty	\$144.60
21	3/27/15	ATM Cash Withdrawal	\$40.00
22	3/30/15	ATM Cash Withdrawal	\$40.00
23	3/31/15	ATM Cash Withdrawal	\$40.00
24	4/2/15	ATM Cash Withdrawal	\$40.00
25	4/2/15	ATM Cash Withdrawal	\$40.00
26	4/2/15	ATM Cash Withdrawal	\$40.00
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28			

	<u>CHECK # / DATE OF DEBIT</u>	<u>PAYEE</u>	<u>\$ AMT OF CK/ DEBIT</u>
1			
2	4/6/15	ATM Cash Withdrawal	\$40.00
3	4/7/15	ATM Cash Withdrawal	\$40.00
4	4/9/15	ATM Cash Withdrawal	\$40.00
5	4/15/15	ATM Cash Withdrawal	\$40.00
6	4/17/15	ATM Cash Withdrawal	\$40.00
7	4/24/15	Mercury Casualty	\$144.60
8	4/30/15	ATM Cash Withdrawal	\$40.00
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NOTICE - INACTIVE ENROLLMENT!

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

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 CHIEF TRIAL COUNSEL

DATED: October 2, 2015

By: *Erica L. M. Dennings*
Erica L. M. Dennings
Senior Trial Counsel

DECLARATION OF SERVICE

by

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

CASE NUMBER(s): 14-O-5418

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, 180 Howard Street, San Francisco, California 94105, 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 San Francisco.



By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))



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)

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 San Francisco, addressed to: (see below)

(for Certified Mail) in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article No.: 9414 7266 9904 2011 9774 37 at San Francisco, 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:
Albert M. Kun	381 Bush Street, Suite 200 San Francisco, CA 94104	Electronic Address albert_kun@hotmail.com	albert_kun@hotmail.com

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

N/A

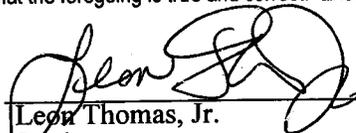
I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS'). In the ordinary course of the State Bar of California's practice, correspondence 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 San Francisco, California, on the date shown below.

DATED: October 2, 2015

SIGNED:


Leon Thomas, Jr.
Declarant