kwiktag ® 211 098 704

FILED
JUN 03 2016
STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

PUBLIC MATTER

STATE BAR COURT OF CALIFORNIA

HEARING DEPARTMENT - LOS ANGELES

In the Matter of **BERNARD RICHARD DEETMAN,** **Member No. 120511,** A Member of the State Bar.	Case No.: **14-O-06274** **AMENDED DECISION AND ORDER OF INVOLUNTARY INACTIVE ENROLLMENT**

Introduction[1]

In this disciplinary proceeding, Bernard Richard Deetman ("Respondent") is charged with ten counts of misconduct in a single client matter. The charged misconduct includes: (1) failing to a notify client of receipt of client funds; (2) commingling personal funds in a client trust account; (3) failing to render an account of client funds; (4) failing to maintain client funds in a client trust account; (5) committing acts of moral turpitude, and (6) failing to respond to client inquiries. The court finds, by clear and convincing evidence, that Respondent is culpable on all of the ten charged counts of misconduct. In light of the serious nature and extent of Respondent's misconduct, as well as the aggravating and mitigating circumstances, the court recommends that Respondent be disbarred.

Significant Procedural History

The Office of the Chief Trial Counsel of the State Bar of California ("State Bar") initiated this proceeding by filing a Notice of Disciplinary Charges ("NDC") on August 26, 2015. Respondent filed his response on September 29, 2015. On December 7, 2015, the State Bar filed a trial brief regarding Medicare related issues ("Trial Brief No. 1"). Respondent did not

[1] Unless otherwise indicated, all references to rules refer to the State Bar Rules of Professional Conduct. Furthermore, all statutory references are to the Business and Professions Code, unless otherwise indicated.

respond to Trial Brief No. 1. On November 30, 2015, the parties filed a stipulation as to facts and admission of documents ("Stipulation").

Trial took place December 21, 2015. The State Bar, represented by Senior Trial Counsel Charles Calix and Deputy Trial Counsel Shataka Shores-Brooks, filed its closing brief on January 15, 2016. Respondent, who was self-represented, declined to file a closing brief. The court took this matter under submission on January 15, 2016, and filed its original decision on April 14, 2016.

On May 20, 2016, the parties filed a stipulated Motion To Reopen The Record and Stipulation As To Facts, No. Two. The parties' stipulated motion to reopen the record was granted by order filed June 3, 2016.[2]

Findings of Fact and Conclusions of Law

Respondent was admitted to the practice of law in California on December 16, 1985, and has been a member of the State Bar of California at all times since that date.

The following findings of fact are based on the Stipulation previously filed by the parties and the documentary and testimonial evidence admitted at trial.

Case No. 14-O-06274 – The Lisa Cameron Matter

Facts

Lisa Cameron ("Cameron") hired Respondent to represent her in a personal injury matter on a contingency fee basis. The retainer agreement executed by Cameron and Respondent contains a provision that states "[S]ince in some instances funds *may be advanced by any party* to this agreement, this agreement will also constitute a loan agreement, operative until closing of

[2] Based on the stipulated facts set forth in Stipulation No. Two, this court amended its original decision by withdrawing the requirement for Respondent to pay restitution to his former client, Ms. Cameron. In all other respects, the original decision and its recommendations remain unchanged.

this matter. Any such loans will not involve interest or any other loan charges." (Emphasis added.)

On or about May 29, 2013, about two months after he was retained by Cameron, Respondent sent a letter to opposing counsel in the personal injury matter stating, in part, that Cameron had medical expenses of at least $13,427.11. Attached was a document entitled "CMS Medicare Summary Notice" which stated in part, that Medicare had provided Cameron medical care totaling $5,414.11. Opposing counsel received the letter and responded that "$13,427.11 was all processed through Medicare." Respondent acknowledged that he received opposing counsel's letter. As of August 12, 2013, Respondent was aware that Medicare had a statutory claim for at least $5,414.11 for the health care that had been provided to Cameron. Respondent did not take steps to resolve Cameron's Medicare lien.

On or about August 5, 2013, Respondent called his client, Lisa Cameron, to advise her that he had negotiated a settlement on her behalf with Hornblower Cruises ("Hornblower") in the amount of $22,500. That same day, Respondent signed his client's name on a Release of All Claims ("the Release") entered into between Hornblower and Cameron. Respondent also signed as a "witness" to Lisa Cameron's signature on the Release. Subsequently, Respondent obtained the $22,500 settlement check and on August 15, 2013, Respondent deposited the check and other unrelated funds for $321.60 into his client trust account ("CTA"). The resulting in a CTA balance was $22,847.29. Based on Respondent's contingency fee arrangement with Cameron, he was entitled to $7,500 in attorney's fees and $144.23 in costs. Rather than withdraw his contingency fees and costs in one or two sums, Respondent withdrew them from the CTA as needed.

Of the $22,500 in settlement proceeds, Respondent was required to maintain in trust for Cameron, the sum of $14,855.77. Yet, between August 28, 2013 and on or about September 16, 2015, the balance in Respondent's CTA repeatedly fell below $14,855.77. Respondent made repeated withdrawals and transfers for his personal use, and at its lowest, Respondent's CTA fell to -$82.27 on September 16, 2013.

Between August 1, 2013, and November 15, 2015, Respondent did not prepare a client ledger or perform monthly reconciliations for his CTA of Cameron's entrusted funds,.

Confused and uncertain as to the status of her settlement, Cameron called Respondent about 25 times between August 20, 2013 and July 2014, inquiring about the settlement and seeking a clarification about the Medicare lien and the set aside. During that time frame, Respondent called Cameron two or three times to discuss the Medicare lien and the set aside but he did not clearly explain or provide documents to Cameron that clearly explained either issue.

On or about October 19, 2014, Cameron and her friend, Catherine Worix ("Worix"), met Respondent at a coffee shop. During the meeting, Respondent inquired as to when she would receive her check for the settlement. Respondent did not inform Respondent or Worix that he had already received $22,500 to settle her case against Hornblower. He only offered to pay a $1,000 per month "advance" to Cameron if she needed money.

On or about November 6, 2014, Respondent personally delivered a money order to Cameron for $1,000. The money order bears the notation, "Monthly Installment / Advance."

Cameron submitted a complaint to the State Bar on or about November 25, 2014. In mid-December, 2014, Respondent promised to make payments of $1,000 to Cameron. On or about January 12, 2015, Cameron received a money order for $1,000 from Respondent, dated December 31, 2015. The money order bears the notation, "Periodic Payment." Altogether, Respondent has paid $2,000 to Cameron, and therefore, owes Cameron $12,855.77.

On or about February 27, 2015, attorney Richard Leuthold ("Leuthold") sent a letter on behalf of Cameron to Respondent requesting an accounting of the settlement proceeds. Respondent received the letter, but did not provide the accounting. On April 9, 2015, Leuthold filed a civil lawsuit on behalf of Cameron against Respondent for breach of contract, negligence, breach of fiduciary duty, accounting, conversion, common count and elder abuse in the Superior Court of California, County of San Diego ("San Diego Lawsuit"). The San Diego Lawsuit seeks punitive damages and treble damages pursuant to Civil Code section 3345 [unfair or deceptive practices against senior citizen or disabled person.]

The parties to the San Diego Lawsuit entered into a Settlement Agreement and General Release of All Claims on December 20, 2015. It was intended by the parties that Respondent's settlement payment to Cameron in the amount of $16,600 constituted full compensation for the restitution owed to Cameron by Respondent. The settlement payment was also consideration for dismissal with prejudice of the San Diego Lawsuit.

Conclusions of Law

Count One – Rule 4-100(B)(1) [Failure to Notify of Receipt of Client Funds]

Rule 4-100(B)(1) provides that an attorney must promptly notify a client of the receipt of the client's funds, securities or other properties which come into the attorney's possession. In Count One, the State Bar contends that Respondent never notified Cameron of his receipt of the Hornblower settlement funds which totaled $22,500.

Respondent stipulated that he deposited a settlement check for Cameron into his CTA for $22,500 on or about August 15, 2013. Cameron testified that sometime during the month of August 2013, Respondent called and told her that he had negotiated a $22,500 settlement. Respondent's client file notes reflect that such a call was made on August 5, 2013. However, there was no credible evidence, in Respondent's client file or elsewhere, indicating that

Respondent promptly, or at any time, advised Cameron that he not only negotiated but, that he had actually received the $22,500 in settlement proceeds. As such, Respondent willfully violated rule 4-100(B)(1) and is culpable of the misconduct charged in Count One.

Count Two – Rule 4-100(A) [Commingling Personal Funds in CTA]

Rule 4-100(A) provides that all funds received or held for the benefit of clients must be deposited into a client trust account and no funds belonging to the attorney or law firm must be deposited therein or otherwise commingled therewith, except for limited exceptions.

In Count Two, the State Bar charges that as of August 15, 2013, Respondent was entitled to $7,644.23 in attorney's fees and costs from Cameron's Hornblower settlement. However, as Respondent stipulated, rather than promptly withdrawing his earned fees and costs from the CTA, Respondent left the fees and costs in the CTA and withdrew them as needed.

Respondent is culpable on Count Two because he failed to promptly remove the attorney's fees and costs from the CTA, which resulted in Respondent commingling his personal funds with Cameron's entrusted client funds, in willful violation of rule 4-100(A).

Count Three – Rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]
Count Eight – Rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]

Rule 4-100(B)(3) provides that an attorney must maintain records of all client funds, securities, and other properties coming into the attorney's possession and render appropriate accounts to the client regarding such property.

In Count Three, the State Bar charges Respondent received and deposited the $22,500 in settlement funds but failed to prepare and maintain a written ledger or journal for the client or the CTA. In Count Eight, the State Bar charges that between August 2013 and October 2014, Respondent failed to respond to Cameron's 20 or so telephonic requests for an accounting of her settlement funds.

Cameron credibly testified that she called Respondent and his brother multiple times requesting an accounting for and payment of the settlement proceeds. Respondent's client file even reflects that Respondent called Cameron on at least three occasions; however, Respondent did not provide an accounting of the entrusted settlement funds. As a matter of fact, Respondent stipulated that he "did not prepare a client ledger for Cameron or perform monthly reconciliations for his CTA between August 1, 2013 and November 15, 2015." (Stipulation, Fact No. 7.) Respondent further stipulated that even after Ms. Cameron hired a lawyer who requested an accounting of the settlement proceeds, Respondent did not provide an accounting.

By failing to maintain records or provide an accounting of Cameron's entrusted settlement proceeds deposited into Respondent's CTA, Respondent willfully violated rule 4-100(B)(3) and is culpable as to the misconduct charged in Counts Three and Eight.

Count Four – Rule 4-100(A) [Failure to Maintain Client Funds in Trust]
Count Six – Rule 4-100(A) [Failure to Maintain Client Funds in Trust]

Rule 4-100(A) provides that all funds received or held for the benefit of a client must be deposited in a client trust account and no funds belonging to the attorney or law firm must be deposited therein or otherwise commingled therewith, except for limited exceptions. In Count Four, the State Bar charges Respondent with failing to maintain in the CTA, $14,855.77 of Cameron's entrusted settlement funds. Count Six charges that Respondent failed to maintain $5,314.11 of Cameron's entrusted funds to which Medicare was entitled pursuant to its lien against Cameron's recovery.

Respondent stipulated that between August 27, 2013, and September 16, 2013, the withdrawals he made from his CTA resulted in a negative balance of -$82.27. None of the funds withdrawn during that time frame were paid to Cameron, Medicare or her medical providers. By withdrawing *all* of the entrusted funds and failing to maintain any of the entrusted funds in his CTA for the benefit of Cameron, Respondent failed to maintain funds received for the benefit of

a client, in willful violation of rule 4-100(A). Accordingly, Respondent is culpable of the misconduct charged in Counts Four and Six.

Count Five – § 6106 [Moral Turpitude - Misappropriation]
Count Seven – § 6106 [Moral Turpitude - Misappropriation]

Section 6106 provides, in part, that the commission of any act involving dishonesty, moral turpitude, or corruption constitutes cause for suspension or disbarment.

In Count Five, the State Bar charges that Respondent dishonestly or grossly negligently misappropriated for his own purposes $14,855.77 of Cameron's settlement funds which Respondent deposited into his CTA on or about August 15, 2013. In Count Seven, the State Bar charges that Respondent received but failed to disperse to Medicare $5,314.11 of Cameron's entrusted funds.

Respondent testified that he did not distribute Cameron's entrusted funds to her or to Medicare because the amount of the Medicare lien had not been settled and because by executing the retainer agreement, Cameron had agreed to loan and/or advance funds to him. For several reasons, Respondent's testimony lacks candor.

On November 30, 2015, Respondent stipulated that as early as August 2013, Respondent knew the amount of the Medicare lien. Yet, at trial, less than a month after he signed the Stipulation, Respondent testified under penalty of perjury that he did not pay Cameron because he didn't know the amount of the Medicare lien or the set aside. Respondent's testimony was again at odds with his conduct when he testified that he held onto Cameron's funds because he was worried that she might fall again and would have no Medicare benefits. The court finds that statement to lack candor and to be insincere given that Respondent misappropriated all of Cameron's entrusted funds which would have been used (all or in part), to pay Cameron's Medicare lien(s).

Respondent's understanding that Cameron "loaned" or "advanced" the settlement funds to him is equally disingenuous. Respondent never loaned or advanced any of *his funds* to Cameron and it was clear that Cameron never intended to loan or advance *her settlement funds* to him, with or without interest. Moreover, Cameron was never advised to seek outside counsel regarding such a transaction with Respondent.[3]

It is well settled that "the wilful misappropriation of a client's funds involves moral turpitude.[Citation.]" (*McKnight v. State Bar* (1991) 53 Cal.3d 1025, 1033-1034.) While moral turpitude generally requires a certain level of intent, guilty knowledge, or willfulness, the law is clear that where an attorney's fiduciary obligations are involved, particularly trust account duties, even a finding of gross negligence will support such a charge. (*In the Matter of Blum* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 403, 410.)

By proffering corroborating and credible testimony from Cameron and Worix, the State Bar proved that for over a year and a half, Respondent failed to inform Cameron that he had received the $22,500 settlement payment. In addition, Respondent stipulated to a number of facts that collectively prove by clear and convincing evidence that Respondent intentionally misappropriated Cameron's settlement funds: 1) Respondent received and deposited Cameron's settlement funds into his CTA on or about August 15, 2013; 2) within two months of receipt and deposit of Cameron's entrusted funds, Respondent made withdrawals from his CTA that resulted in a negative balance; 3) none of the funds withdrawn from the CTA between August 15, 2013, and September 15, 2013, were paid to Cameron or her medical provider(s); 4) by August 12, 2013, Respondent knew that at least $5,314.11 of Cameron's entrusted funds were statutorily owed to Medicare for payment of Cameron's Medicare costs; 5) Respondent failed to disperse

[3] As the State Bar did not charge a rule 3-300 violation, this court does not further address the propriety or impropriety of Respondent's retainer agreement regarding the lending or advancing of funds.

the Medicare lien funds that he received on Cameron's behalf; 6) Respondent did not tell Cameron that he had received and deposited the $22,500 in settlement funds.

By intentionally misappropriating $14,855.77 (including $5,314.11 in Medicare funds), Respondent committed acts of moral turpitude in willful violation of section 6106.

Count Nine – Section 6068(m) [Failure to Respond to Client Inquiries]

Section 6068, subdivision (m), provides that an attorney has a duty to promptly respond to reasonable status inquiries of clients and to keep clients reasonably informed of significant developments in matters with regard to which the attorney has agreed to provide legal services.

In Count Nine, the State Bar charges that Respondent failed to respond promptly to multiple (15) telephonic inquiries made by Cameron between August 2013 and August 2014. The misconduct charged in Count Nine is duplicative of the misconduct for which Respondent was found culpable in Count Eight. As such, the court dismisses Count Eight with prejudice.

Count Ten – § 6106 [Moral Turpitude - Misrepresentation]

The State Bar contends that Respondent was dishonest when he stated to Cameron (in Worix's presence) that he had not received any settlement proceeds during their October 19, 2014 meeting.

Both Cameron and Worix credibly testified that during the meeting, Cameron asked Respondent directly about the status of the settlement funds. Specifically, Cameron asked when she would receive her $22,500 settlement check. Respondent told Cameron "that's not going to happen" and provided no information regarding his receipt, deposit and withdrawal for personal use of the $22,500. Respondent did not offer any explanation as to the status of the entrusted funds. Instead, he offered to pay Cameron an "advance" of $1,000 per month "out of his own pocket" by paying a monthly bill. In reality, Respondent never advanced funds to Cameron; he misappropriated her entrusted funds and then tried to characterize the misappropriated funds as a

"loan" to himself. The concealment of material facts is just as misleading as explicit false statements. (See *Lewis v. State Bar* (1973) 9 Cal.3d 704, 713 [attorney's concealment of material facts designed to mislead others is no less serious than affirmative deceptive statements].)

By failing to answer Cameron's inquiries candidly regarding the status of the $22,500 in settlement funds before and during the October 19, 2014 meeting, Respondent's omissions and false statements were acts involving moral turpitude, deceit and dishonesty, in willful violation of section 6106.

Aggravation[4]

The State Bar bears the burden of proving aggravating circumstances by clear and convincing evidence. (Std. 1.5.)

Multiple Acts/Pattern of Misconduct (Std. 1.5(b).)

Respondent has been found culpable of multiple acts of misconduct. Respondent's multiple acts of misconduct comprise substantial aggravation.

Concealment and Overreaching (Stds. 1.5(f) and (g).)

The fact that Respondent signed and "witnessed" his client's "signature" to the Release, didn't inform her for almost a year and a half that he obtained and deposited the settlement funds and subsequently, took entrusted funds from the CTA for his own personal use, reflect the extent to which Respondent was willing to go to conceal his dishonesty and misconduct. Respondent's misconduct is further exacerbated by his "money in, money out" plan to transform his client's entrusted funds into a loan to himself without his client's consent. Respondent's overreaching,

[4] All references to standards are to the Rules of Procedure of the State Bar, title IV, Standards for Attorney Sanctions for Professional Misconduct.

dishonesty and efforts to conceal his misconduct warrant significant consideration in aggravation.

Harm to Client (Std. 1.5(j).)

Respondent's misconduct caused significant financial harm to his client. In addition to Respondent's failure to promptly pay his client her entrusted funds, Cameron was harmed by incurring the expense of hiring another attorney to file the San Diego Lawsuit against Respondent on her behalf. (*In the Matter of Casey* (Review Dept. 2008) 5 Cal. State Bar Ct. Rptr. 117, 126 [significant harm where client hired new attorney, incurred attorney fees and suffered for three years due to attorney's misconduct].) Overall, the significant harm Respondent caused his client and the profession warrants strong consideration in aggravation.

Lack of Candor (Std. 1.5(l.)

Respondent displayed a lack of candor when he testified that he failed to distribute any settlement funds to Cameron or Medicare because he was unaware of the amount of the Medicare lien. Respondent's testimony directly contradicts his Stipulation, which states that as early as August 2013, he knew the amount of the Medicare lien. Respondent's lack of candor is a significant aggravating factor. (*In the Matter of Dahlz* (Review Dept. 2001) 4 Cal. State Bar Ct. Rptr. 269, 282-283 [lack of candor during State Bar proceedings is considered a strong aggravating circumstance].)

Failure to Make Restitution (Std. 1.5(m).)

After the misappropriation of her entrusted funds, Respondent made three payments to Cameron; two payments $1,000 each and one payment for $16,600.[5]

---

[5] Before the parties reopened the record with additional information regarding the $16,600 Respondent paid to resolve the San Diego Lawsuit, Respondent had not proven by clear and convincing evidence that the San Diego Lawsuit settlement payment constituted full, or even partial, restitution for the funds Respondent misappropriated in this matter. As a matter of fact, in his first Stipulation, filed November 30, 2015, Respondent stated he still owed Cameron

While Respondent paid Cameron the first money order for $1,000 before she submitted a complaint to the State Bar, the second money order for $1,000 was paid on January 12, 2015, almost two months after Cameron complained to the State Bar. The third payment made by Respondent was made on December 20, 2015, three days before the hearing in this matter.

Respondent is not entitled to mitigation for having paid Cameron while under the pressure of disciplinary proceedings. Nor is Respondent entitled to restitution mitigation credit for funds he led his client to believe were funds paid "out of his pocket" rather than the payment of funds he owed to her. Respondent's late restitution payment warrants some consideration as an aggravating factor.

Mitigation

Respondent bears the burden of proving mitigating circumstances by clear and convincing evidence. (Std. 1.6.)

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

Prior to the misconduct charged in this matter, Respondent practiced law for 28 years with no prior record of discipline. Such a period of discipline-free practice is a significant mitigating factor. (See *In the Matter of Elkins* (Review Dept. 2009) 5 Cal. State Bar Ct. Rptr. 160, 167 [an attorney with 24 years of practice without discipline is entitled to significant mitigation].)

Cooperation with the State Bar (Std. 1.6(e).)

Respondent entered into a stipulation as to facts and admission of documents which evidenced Respondent's stipulation as to culpability for Counts Three, Six and Seven. Respondent's cooperation preserved court time and resources, and merits some consideration in

---

$12,855.77. However, based on the facts contained in the second stipulation, Respondent established that his December 20, 2015, settlement payment constituted full payment to Cameron for the funds he misappropriated.

mitigation. (See *Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 [mitigation credit given for entering into a stipulation as to facts and culpability].)

Good Character (Std. 1.6(f).)

Respondent presented evidence of good moral character from a single witness. That witness was an attorney declarant who has known Respondent since the mid-1980s and who represented Respondent in the San Diego Lawsuit. The attorney declarant described Respondent as "a decent and honorable person" who has suffered setbacks.

However, the court assigns no mitigation credit for Respondent's good character evidence because Respondent has not shown extraordinary good character "attested to by a wide range of references in the legal and general communities." (See Std. 1.6(e); *In the Matter of Riordan*, (Review Dept. 2007) 5 Cal. State Bar Ct. Rptr. 41, 50 [testimony of four character witnesses afforded diminished weight in mitigation]; *In the Matter of Myrdall* (Review Dept. 1995) 3 Cal. State Bar Ct. Rptr. 363, 387 [testimony of three clients and three attorneys warranted limited mitigation because not broad range of references].)

Extreme Emotional Difficulties (Std. 1.6(d).)

Respondent mentioned (and may seek) mitigation credit for extreme emotional difficulties that he experienced in connection with his wife's suicide that occurred on November 11, 2014. While that is truly a tragic and likely emotional event, it appears that Respondent's wife committed suicide over a year after Respondent had misappropriated all of Cameron's entrusted settlement funds. As such, this court affords no mitigation credit for this incident.

Community Service and Pro Bono Activities

This court affords Respondent no mitigation credit for community service or pro bono activities. While Respondent testified that he has been active in community service and pro bono activities, he offered no supporting evidence of his involvement in any of those endeavors.

Moreover, the timing of his stated community service and pro bono work pre-dated Respondent's misconduct.

Discussion

The purpose of State Bar disciplinary proceedings is not to punish the attorney, but to protect the public, the courts, and the legal profession; to maintain the highest possible professional standards for attorneys, and to preserve public confidence in the legal profession. (*Chadwick v. State Bar* (1989) 49 Cal.3d 103, 111; *Cooper v. State Bar* (1987) 43 Cal.3d 1016, 1025.)

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.) Standard 1.7 provides that the appropriate sanction for the misconduct found must be balanced with any mitigating or aggravating circumstances. If two or more acts of professional misconduct are found in a single disciplinary proceeding, the sanction imposed shall be the most severe of the applicable sanctions. (Std. 1.7(a).)

Standards 2.1(a), 2.2(a), and 2.11, among others, apply to this matter. Standard 2.1(a) is the most severe sanction in that it presumes disbarment for intentional or dishonest misappropriation of entrusted funds unless the amount misappropriated is insignificantly small or unless the most compelling mitigating circumstances clearly predominate, in which case actual suspension of one year is appropriate.

The Supreme Court gives the standards "great weight" and will reject a recommendation consistent with the standards only where the court entertains "grave doubts" as to its propriety. (*In re Silverton* (2005) 36 Cal.4th 81, 91-92; *In re Naney* (1990) 51 Cal.3d 186, 190.) Although the standards are not mandatory, a compelling, well-defined reason must be provided for any

deviation from them. (*Bates v. State Bar* (1990) 51 Cal.3d 1056, 1061, fn. 2; *Aronin v. State Bar* (1990) 52 Cal.3d 276, 291.)

The State Bar urges the court to disbar Respondent from the legal profession. Respondent, on the other hand, has not articulated which level of discipline he believes to be appropriate for his misconduct. While the court gives consideration to Respondent's mitigation, the severity of the present misconduct coupled with his concealment and dishonesty is cause for serious concern.

Honesty is the fundamental rule of ethics, "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 disciplined attorneys for 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 the State Bar]; *Marquette v. State Bar* (1988) 44 Cal.3d 253, 263 [insufficiently funded checks].)

Cases involving client deceit and misappropriation, have been known to warrant disbarment. (*Kelly v. State Bar* (1988) 45 Cal.3d 649 [disbarment for $20,000 misappropriation, moral turpitude, dishonesty, and improper communication with adverse party with no prior record in mitigation and no aggravation]; *In the Matter of Spaith* (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 511 [disbarment for $40,000 misappropriation, intentionally misleading client with mitigation for emotional problems, repayment of money, 15 years of discipline-free practice, strong character evidence, and candor and cooperation with State Bar].)

Here, Respondent practiced law for 28 years without discipline; a significant mitigating factor. However, the misappropriation of over $14,000, Respondent's dishonest and deceitful actions surrounding his misconduct, and the substantial aggravation here, far outweigh Respondent's mitigating factors.

Therefore, having considered the nature and extent of the misconduct, the aggravating and mitigating circumstances, as well as the case law, the court finds that Respondent's disbarment is necessary to preserve public confidence in the legal profession and to protect the public, the courts, and the legal community.

Recommendations

It is recommended that Respondent Bernard Richard Deetman, State Bar Number 120511, be disbarred from the practice of law in California and that Respondent's name be stricken from the roll of attorneys.

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

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

Order of Involuntary Inactive Enrollment

As set forth on page 2 of this Amended Decision, with the exception of the original restitution requirement, which has now been withdrawn, the original decision filed on April 14, 2016, and its discipline recommendations, remain unchanged. Accordingly, Respondent will remain involuntarily enrolled inactive under Business and Professions Code section 6007, subdivision (c)(4).

Dated: June 3, 2016

Yvette D. Roland
Judge of the State Bar Court

CERTIFICATE OF SERVICE

[Rules Proc. of State Bar; Rule 5.27(B); Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on June 3, 2016, I deposited a true copy of the following document(s):

AMENDED DECISION AND ORDER OF INVOLUNTARY INACTIVE ENROLLMENT

in a sealed envelope for collection and mailing on that date as follows:

☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

BERNARD RICHARD DEETMAN
DEETMAN & ASSOCIATES
3525 DEL MAR HEIGHTS RD NO 420
SAN DIEGO, CA 92130 - 2122

☒ by interoffice mail through a facility regularly maintained by the State Bar of California addressed as follows:

Charles T. Calix, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on June 3, 2016.

Angela Carpenter
Case Administrator
State Bar Court