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FILED
FEB 10 2016
STATE BAR COURT
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LOS ANGELES

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

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10 State Bar of California,
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12 **Petitioner,**
13 vs.
14 **Jamaul Cannon,**
15 **Respondent.**

CASE NO. 15-O-10433 AND 15-O-10808

**MEMBER JAMAUL CANNON'S
VERIFIED RESPONSE TO THE
STATE BAR'S NOTICE OF
DISCIPLINARY CHARGES**

Courtroom.: C
ISC Date : February 10, 2016
Time: 1:30 p.m.

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1 State Bar Member Jamaul D. Cannon ("Member") hereby submits the following response
2 to the State Bar of California's (State Bar's) Notice of Disciplinary Charges (the "NDC") in the
3 above-entitled action as follows:

4 JURISDICTION

5 1. Member admits Paragraph 1 of the NDC.

6 COUNT ONE

7 2. Member specifically denies Paragraph 2 of the NDC. Specifically, the Member did
8 take steps "to finalize" Jhoana Almache's ("Almache's") action for marital dissolution. Though
9 Member concedes he did not work on Almache's dissolution as expediently as he could have due
10 to a myriad of personal problems he was undergoing related to Member's own dissolution of
11 marriage, Member's actions were not willful.

12 COUNT TWO

13 3. Member specifically denies Paragraph 3 of the NDC. Almache was not entitled
14 to receive any advanced fees. Member alleges he performed services and earned fees
15 notwithstanding Almache's continual complaints regarding the cost of her legal representation.
16 Additionally, pursuant to the terms of Almache's fee agreement, she agreed to arbitrate any fee
17 disputes through the Los Angeles County Bar Association's ("LACBA's") Mediation Program.
18 Almache failure to raise a timely claim with LACBA further waived her right to seek a return of
19 fees.

20 COUNT THREE

21 4. Member specifically denies Paragraph 4 of the NDC. Member's November 26,
22 2014 did not specifically refer to any work performed on Almache's action; Member simply
23 represented he would provide an itemized list of work he performed on a later date.

24 COUNT FOUR

25 5. Member specifically denies Paragraph 5 of the NDC. Jennifer Wazney-Walter and
26 Garrett Walter (the "Walters") never entered into a fee agreement for services with Member.
27 Instead, Jennifer Wazney ("Wazney") entered into an agreement with Member's former partner
28 William Watkins ("Watkins"), and Watkins performed *all* work for Wazney, including generating

1 her invoices. A month after Member terminated his partnership with Watkins, Garrett Walter, who
2 was never a client of either Member or Watkins, called Member demanding a "full refund" of a
3 \$2,500 retainer "refresher" that he paid on behalf of Wazney. Because Watkins had been deleted
4 from Member's computer billing system, it took a few months for Member to recover Watkins'
5 prior time entries so that he could generate a billing statement for work that Watkins performed.
6 The foregoing acts, however, were not willful.

7 COUNT SIX

8 6. Member specifically denies Paragraph 6 of the NDC. As stated *supra*, Member
9 never represented either of the Walters and indeed, never even *met* the two. Watkins performed all
10 work for them and represented to Member that he was working on their file at his residence.
11 Member has never *seen* the documents the Walters furnished to Watkins, nor does he have a
12 motive or inclination to withhold their file.

13 COUNT SEVEN

14 7. Member specifically denies Paragraph 7 of the NDC. Member *never* represented
15 that he or his firm personally refunded \$2,500 to the Walters. Member represented Garrett Walker
16 initiated a \$2,500 chargeback (which Member furnished supporting documents of to a State Bar
17 Investigator). Member further represented to the State Bar Investigator he believed his merchant
18 services provider had already processed the \$2,500 chargeback to Garrett Walker because he
19 received a debit from his merchant services provider. Member even "cc'd" the State Bar
20 Investigator to his merchant services representative requesting proof that the foregoing \$2,500
21 deduction went to Walter. Member later discovered the chargeback posted on his firm operating
22 account was for a different client. However, at no point did Member knowingly provide a false
23 statement to an agent of the State Bar.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on February 9, 2016 at Pasadena, California.



By: _____
Jamaul Cannon

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am over the age of 18 and not a party to the within action; I am employed by CANNON LEGAL GROUP, A.P.C. in the County of Los Angeles at 201 S. Lake Avenue, Suite 510, Pasadena, California 91101-3004.

On February 9, 2016, I served the foregoing document(s) described as

JAMAUL CANNON's Response to Notice of Disciplinary Charges

- by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list;
- by placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

Kimberly Anderson
845 S. Figueroa St.
Los Angeles, CA 90017

- (BY MAIL) I placed said envelope(s) for collection and mailing, following ordinary business practices, at the business offices of CANNON LEGAL GROUP, A.P.C., and addressed as shown on the attached service list, for deposit in the United States Postal Service. I am readily familiar with the practice of CANNON LEGAL GROUP, A.P.C. for collection and processing correspondence for mailing with the United States Postal Service, and said envelope(s) will be deposited with the United States Postal Service on said date in the ordinary course of business.
- (BY OVERNIGHT DELIVERY) I placed said documents in envelope(s) for collection following ordinary business practices, at the business offices of CANNON LEGAL GROUP, A.P.C. and addressed as shown on the attached service list, for collection and delivery to a courier authorized by _____ to receive said documents, with delivery fees provided for. I am readily familiar with the practices of CANNON LEGAL GROUP, A.P.C. for collection and processing of documents for overnight delivery, and said envelope(s) will be deposited for receipt by _____ on said date in the ordinary course of business.

- (BY EMAIL) I caused the above-referenced document to be transmitted to the interested parties electronically via mutual agreement of the parties.
- (BY PERSONAL SERVICE) I delivered such envelope(s) by hand to the offices of the addressee(s).

- (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under penalty of perjury that the above is true and correct.

Executed on February 9, 2016 at Pasadena, California.

/s/ _____
Ana L. Aguilar