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State Bar Court of California Hearing Department Los Angeles ACTUAL SUSPENSION		
Counsel For The State Bar Charles T. Calix Senior Trial Counsel 845 S. Figueroa Street Los Angeles, CA 90017-2515 (213) 765-1255 Bar # 146853	Case Number(s): 15-O-10512, 15-O-10860, 15-O-12681 [Inv], and 15-O-15120 [Inv]	For Court use only <div style="text-align: center;"> FILED MAR 21 2016  STATE BAR COURT CLERK'S OFFICE LOS ANGELES </div>
In Pro Per Respondent Lee Humphrey Durst The Justice Law Center 637 Albertoni Street, Suite 108 Carson, CA 90746 (310) 366-5800 Bar # 69704	PUBLIC MATTER	
In the Matter of: LEE HUMPHREY DURST Bar # 69704 A Member of the State Bar of California (Respondent)	Submitted to: Settlement Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING ACTUAL SUSPENSION <input checked="" type="checkbox"/> PREVIOUS STIPULATION REJECTED	

Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted **September 13, 1976**.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of **21** pages, not including the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."

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- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
 - ☒ Until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 5.130, Rules of Procedure.
 - ☐ Costs are to be paid in equal amounts prior to February 1 for the following membership years: (Hardship, special circumstances or other good cause per rule 5.132, Rules of Procedure.) If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.
 - ☐ Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - ☐ Costs are entirely waived.

B. Aggravating Circumstances [Standards for Attorney Sanctions for Professional Misconduct, standards 1.2(h) & 1.5]. Facts supporting aggravating circumstances are required.

- (1) ☐ **Prior record of discipline**
 - (a) ☐ State Bar Court case # of prior case
 - (b) ☐ Date prior discipline effective
 - (c) ☐ Rules of Professional Conduct/ State Bar Act violations:
 - (d) ☐ Degree of prior discipline
 - (e) ☐ If Respondent has two or more incidents of prior discipline, use space provided below.
- (2) ☐ **Intentional/Bad Faith/Dishonesty:** Respondent's misconduct was dishonest, intentional, or surrounded by, or followed by bad faith.
- (3) ☐ **Misrepresentation:** Respondent's misconduct was surrounded by, or followed by, misrepresentation.
- (4) ☐ **Concealment:** Respondent's misconduct was surrounded by, or followed by, concealment.
- (5) ☐ **Overreaching:** Respondent's misconduct was surrounded by, or followed by, overreaching.
- (6) ☐ **Uncharged Violations:** Respondent's conduct involves uncharged violations of the Business and Professions Code, or the Rules of Professional Conduct.
- (7) ☐ **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.

- (8) ☐ **Harm:** Respondent's misconduct harmed significantly a client, the public, or the administration of justice.
- (9) ☐ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (10) ☐ **Candor/Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct, or to the State Bar during disciplinary investigations or proceedings.
- (11) ☒ **Multiple Acts:** Respondent's current misconduct evidences multiple acts of wrongdoing. See Attachment at page 16.
- (12) ☐ **Pattern:** Respondent's current misconduct demonstrates a pattern of misconduct.
- (13) ☐ **Restitution:** Respondent failed to make restitution.
- (14) ☐ **Vulnerable Victim:** The victim(s) of Respondent's misconduct was/were highly vulnerable.
- (15) ☐ **No aggravating circumstances** are involved.

Additional aggravating circumstances:

C. Mitigating Circumstances [see standards 1.2(i) & 1.6]. Facts supporting mitigating circumstances are required.

- (1) ☐ **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not likely to recur.
- (2) ☐ **No Harm:** Respondent did not harm the client, the public, or the administration of justice.
- (3) ☐ **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct or to the State Bar during disciplinary investigations and proceedings.
- (4) ☐ **Remorse:** Respondent promptly took objective steps demonstrating spontaneous remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) ☐ **Restitution:** Respondent paid \$ on in restitution to without the threat or force of disciplinary, civil or criminal proceedings.
- (6) ☐ **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) ☐ **Good Faith:** Respondent acted with a good faith belief that was honestly held and objectively reasonable.
- (8) ☐ **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical or mental disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and the difficulties or disabilities no longer pose a risk that Respondent will commit misconduct.

- (9) ☐ **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) ☐ **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) ☒ **Good Character:** Respondent's extraordinarily good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct. **See Attachment at pages 16 and 17.**
- (12) ☐ **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) ☐ **No mitigating circumstances** are involved.

Additional mitigating circumstances:

No Prior Discipline: See Attachment at page 17.

Remorse and Regognition of Wrongdoing: See Attachment at page 17.

Pretrial Stipulation: See Attachment at page 17.

D. Discipline:

- (1) ☒ **Stayed Suspension:**
- (a) ☒ Respondent must be suspended from the practice of law for a period of **three years**.
- i. ☐ and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and fitness to practice and present learning and ability in the general law pursuant to standard 1.2(c)(1) Standards for Attorney Sanctions for Professional Misconduct.
- ii. ☐ and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. ☐ and until Respondent does the following:
- (b) ☒ The above-referenced suspension is stayed.
- (2) ☒ **Probation:**
- Respondent must be placed on probation for a period of **four years**, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)
- (3) ☒ **Actual Suspension:**
- (a) ☒ Respondent must be actually suspended from the practice of law in the State of California for a period of **two years**.
- i. ☒ and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and fitness to practice and present learning and ability in the general law pursuant to standard 1.2(c)(1), Standards for Attorney Sanctions for Professional Misconduct

- ii. ☐ and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. ☐ and until Respondent does the following:

E. Additional Conditions of Probation:

- (1) ☐ If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and present learning and ability in the general law, pursuant to standard 1.2(c)(1), Standards for Attorney Sanctions for Professional Misconduct.
- (2) ☒ During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3) ☒ Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4) ☒ Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.
- (5) ☒ Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

In addition to all quarterly reports, a final report, containing the same information, is due no earlier than twenty (20) days before the last day of the period of probation and no later than the last day of probation.

- (6) ☐ Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7) ☒ Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8) ☒ Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.

☐ No Ethics School recommended. Reason: .

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- (9) ☐ Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.
- (10) ☐ The following conditions are attached hereto and incorporated:
- | | |
|---|---|
| <input type="checkbox"/> Substance Abuse Conditions | <input type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input type="checkbox"/> Financial Conditions |

F. Other Conditions Negotiated by the Parties:

- (1) ☒ **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 5.162(A) & (E), Rules of Procedure.**
- ☐ No MPRE recommended. Reason:
- (2) ☒ **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (3) ☐ **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (4) ☐ **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension:
- (5) ☐ **Other Conditions:**

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In the Matter of: LEE HUMPHREY DURST	Case Number(s): 15-O-10512, 15-O-10860, 15-O-12681 and 15-O-15120
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Financial Conditions

a. Restitution

- ☐ Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs.

Payee	Principal Amount	Interest Accrues From

- ☐ Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than

b. Installment Restitution Payments

- ☐ Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of payment to the Office of Probation with each quarterly probation report, or as otherwise directed by the Office of Probation. No later than 30 days prior to the expiration of the period of probation (or period of reprobation), Respondent must make any necessary final payment(s) in order to complete the payment of restitution, including interest, in full.

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency

- ☐ If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.

c. Client Funds Certificate

- ☒ 1. If Respondent possesses client funds at any time during the period covered by a required quarterly report, Respondent must file with each required report a certificate from Respondent and/or a certified public accountant or other financial professional approved by the Office of Probation, certifying that:
- Respondent has maintained a bank account in a bank authorized to do business in the State of California, at a branch located within the State of California, and that such account is designated as a "Trust Account" or "Clients' Funds Account";

b. Respondent has kept and maintained the following:

- i. A written ledger for each client on whose behalf funds are held that sets forth:
 1. the name of such client;
 2. the date, amount and source of all funds received on behalf of such client;
 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,
 4. the current balance for such client.
- ii. a written journal for each client trust fund account that sets forth:
 1. the name of such account;
 2. the date, amount and client affected by each debit and credit; and,
 3. the current balance in such account.
- iii. all bank statements and cancelled checks for each client trust account; and,
- iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.

c. Respondent has maintained a written journal of securities or other properties held for clients that specifies:

- i. each item of security and property held;
- ii. the person on whose behalf the security or property is held;
- iii. the date of receipt of the security or property;
- iv. the date of distribution of the security or property; and,
- v. the person to whom the security or property was distributed.

2. If Respondent does not possess any client funds, property or securities during the entire period covered by a report, Respondent must so state under penalty of perjury in the report filed with the Office of Probation for that reporting period. In this circumstance, Respondent need not file the accountant's certificate described above.

3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.

d. **Client Trust Accounting School**

- ☒ Within one (1) year of the effective date of the discipline herein, Respondent must supply to the Office of Probation satisfactory proof of attendance at a session of the Ethics School Client Trust Accounting School, within the same period of time, and passage of the test given at the end of that session.

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: LEE HUMPHREY DURST

CASE NUMBERS: 15-O-10512, 10-O-10860, 15-O-12681 and 15-O-15120

FACTS AND CONCLUSIONS OF LAW.

Lee Humphrey Durst ("Respondent") admits that the following facts are true and that he is culpable of violations of the specified statutes and/or Rules of Professional Conduct.

(General Background Facts)

1. Between 1980 and March 2013, Respondent only took a couple of cases a year in the area of construction defect or condemnation. He did not have any regular staff and would hire paralegals or assistants as needed for a case. Respondent or his spouse would perform the general office duties. In late 2012, Respondent's spouse became ill and she ceased being able to assist him to the degree that she had previously assisted him.

2. In early 2012, Respondent started working on a case with an attorney who maintained a law office in Carson, California. In March 2013, Respondent assumed responsibility for the case and law office. Respondent assumed that the staff had the training, education, and experience to perform their various duties, including the handling and disbursement of client funds, but did not vet them to ensure that they were competent. Respondent had never prepared and maintained client ledgers, written journals for his CTA, and/or the monthly reconciliation for the written ledger, written journal, and bank statement, and did not change his practice after becoming involved with the new office and taking on a greater number of cases in a wider range of practice areas.

3. Respondent admits he was grossly negligent in his handling of the funds received on behalf of his clients and in his supervision of the staff at his new office.

Case No. 15-O-10512 (Complainant: Karinna Malia Briseno)

FACTS:

4. On March 18, 2013, Karinna Malia Briseno ("Briseno") was involved in a motor vehicle accident.

5. Between March 22, 2013 and April 21, 2014, Briseno received \$8,252 in health care services from Ward J. Henry, D.C. at Alamitos Back Pain Center relating to the motor vehicle accident.

6. On April 11, 2013, Briseno hired Respondent to represent her and signed a contingency fee agreement stating that she would pay 33 percent of any recovery prior to the filing of a lawsuit and 40 percent of any recovery after the filing of a lawsuit.

7. On April 18, 2013, Briseno received \$337 in health care services from Beverly Radiology relating to the motor vehicle accident.

8. On September 18, 2014, Respondent received a medical payment check on behalf of Briseno from her insurance carrier, Mercury Insurance Group ("Mercury"), in the sum of \$5,000, which he negotiated on that date. Respondent instructed his staff to deposit the medical payment check into his client trust account and notify Briseno of the receipt of the medical payment check. However, Respondent's staff deposited the medical payment check into the general office account and failed to notify Briseno of the receipt of the medical payment check.

9. Respondent was unaware that the medical payment check had been deposited into his general account and used the entire \$5,000 as though it were his funds, even though he was only entitled to a contingency fee of \$1,650 from the \$5,000.

10. On October 14, 2014, Respondent sent a letter to the opposing party's insurance carrier, Western General Insurance Company ("Western General"), stating that he was enclosing the "original properly executed Personal Injury Release" and attaching the executed release bearing Briseno's simulated signature.

11. As of October 14, 2014, Briseno had not authorized Respondent to settle the matter or sign the release on her behalf.

12. On October 24, 2014, Respondent received a settlement check from Western General on behalf of Briseno in the sum of \$3,400, which he negotiated on that date. Respondent instructed his staff to deposit the \$3,400 into his client trust account and notify Briseno of the receipt of the settlement check. However, Respondent's staff deposited the settlement check into the general office account and failed to notify Briseno of the receipt of the settlement check.

13. Respondent was unaware that the settlement check for had been deposited into his general account and used the entire \$3,400 as though it were his funds, even though he was only entitled to a contingency fee of \$1,122 from the \$3,400. After subtracting his contingency fees from the medical payment check and settlement check, Briseno was entitled to receive \$5,628.

14. On October 28, 2014, Respondent and Briseno discussed the \$3,400 settlement from Western General.

15. On November 5 and 26, 2014, Briseno sent emails to Respondent agreeing to settle the matter for \$3,400 if they split the settlement proceeds as follows: 40% to Respondent; 30% to the health care providers; and 30% to her.

16. On November 26, 2014, Respondent's legal assistant responded to the emails dated November 5 and 26, 2014, stating that they were in the process of negotiating her health care expenses.

17. On December 19, 2014, Briseno sent an email to Respondent requesting a status report on the disbursement of the settlement, and copies of the settlement check and settlement breakdown sheet. Respondent received the email, but did not provide copies of the settlement check and settlement breakdown.

18. On December 22 and 23, 2014, Briseno left voice messages for Respondent's legal assistant requesting that Respondent call her to provide a status report on why the funds had not been disbursed to her. Respondent received the messages, but did not provide the requested status report or otherwise communicate with Briseno.

19. On March 25, 2015, Briseno sent an email to Respondent requesting a settlement breakdown. Respondent received the email.

20. On April 3, 2015, Respondent disbursed \$656 on behalf of Briseno to Ward J. Henry, D.C.

21. On April 6, 2015, Respondent sent the settlement breakdown sheet to Briseno.

22. On April 6, 2015, Respondent disbursed \$1,622 from his client trust account to Briseno, which included the amount held to pay Beverly Radiology. Briseno received the payment. Respondent deposited personal funds into his client trust account to make the payment. After disbursing his contingency fees, payment of \$656 to Ward J. Henry, D.C., and payment of \$1,622 to Briseno, Respondent still owed \$3,350 to Briseno..

23. On January 6, 2016, Respondent disbursed \$3,350 from his client trust account to Briseno. Respondent deposited personal funds into his client trust account to make the payment.

CONCLUSIONS OF LAW:

24. By failing to notify Briseno that he had received a medical payment check from Mercury made payable to his law office and Briseno for \$5,000 on September 18, 2015, and a settlement check from Western General made payable to his law office and Briseno for \$3,400 on October 24, 2015, Respondent failed to notified the client of his receipt of funds on the client's behalf, in willful violation of Rules of Professional Conduct, rule 4-100(B)(1).

25. By failing to deposit the checks received on behalf of Briseno for \$5,000 and \$3,400 on September 12, 2014 and October 24, 2014, respectively, into a client trust account, Respondent failed to deposit checks received for the benefit of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, in wilful violation Rules of Professional Conduct, rule 4-100(A).

26. By agreeing with Western General to settle Briseno's claim, simulating Briseno's signature of on a "Bodily Injury Release," and sending the release to Western General to receive the settlement check, when he knew that his client had not authorized him to accept the settlement offer or sign the release, Respondent committed acts involving moral turpitude or dishonesty in willful violation of Business and Professions Code section 6106.

27. By failing to disburse to Briseno or her health care providers at Briseno's request the sum of \$5,628 between November 5, 2014 and January 6, 2016, Respondent failed to pay promptly, as requested by the client, any portion of the \$5,628 in his possession to his client or his client's health care providers to resolve their claims in willful violation of Rules of Professional Conduct, rule 4-100(B)(4).

28. By failing to provide Briseno with an accounting for the \$5,000 and \$3,400 he received on September 12, 2014 and October 24, 2014, respectively, upon her emails requesting accountings on November 5, 2014 and December 19, 2014, Respondent failed to render an appropriate accounting to the client regarding those funds following the client's requests for such accountings, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

Case No. 15-O-10860 (Complainant: Theodora Reynolds)

FACTS:

29. On February 19, 2013, Theodora Reynolds ("Reynolds") was involved in a motor vehicle accident.

30. Between February 20, 2013 and October 7, 2013, Reynolds received \$10,461.58 in health care services from six different health care providers relating to the motor vehicle accident.

31. On March 8, 2013, Reynolds employed Respondent to represent her in a personal injury claim and signed a contingency fee agreement stating that she would pay 33 percent of any recovery prior to the filing of a lawsuit and 40 percent of any recovery after the filing of a lawsuit.

32. On April 22, 2014, Respondent settled Reynolds's claims with the other driver's insurance carrier, Mercury Insurance Group ("Mercury"), for \$15,000.

33. On April 23, 2014, Respondent deposited a settlement check for \$15,000 from Mercury into his client trust account at Wells Fargo, Account No. xxxx0715 ("CTA").¹ After depositing the settlement check, the balance in his CTA was \$17,000.45. After subtracting his contingency fee of \$4,950, Respondent was required to maintain the sum of the approximately \$10,050 in his CTA.

34. Between April 28, 2014 and May 14, 2014, the balance in Respondent's CTA fell below \$10,050 on repeated occasions, including, but not limited to, the following:

DATE	AMOUNT	TYPE OF WITHDRAWAL	BALANCE
4/23/14			\$17,000.45
4/28/14	\$1,000	To Business Checking	
4/28/14	\$5,000	To Business Checking	
4/28/14	\$1,500	Check No. 1022	\$9,500.45
4/29/14	\$1,500	To Business Checking	\$8,500.45
5/1/14	\$500	To Business Checking	\$8,000.45
5/5/14	\$500	To Business Checking	\$7,500.45
5/8/14	\$500	To Business Checking	
5/8/14	\$2,000	To Business Checking	\$5,000.45
5/9/14	\$1,000	To Business Checking	\$4,000.45
5/13/14	\$1,000	To Business Checking	\$3,000.45
5/14/14	\$3,000	To Business Checking	\$0.45

¹ The account number has been redacted to protect the account and accountholder.

35. Respondent mistakenly withdrew the funds because he had been informed by his staff that Reynolds and her health care providers had been disbursed their share of the settlement proceeds, and that the remainder of the funds in the CTA were his attorney's fee. Respondent was unaware of the error, in part, because he did not prepare and maintain a client ledger for Reynolds, reconcile his CTA account at any time between April 1, 2014 and the present, prepare a settlement distribution worksheet for Reynolds, and failed to supervise his staff.

36. On January 6, 2016, Respondent disbursed \$10,050.49 from his CTA to Reynolds. Respondent deposited personal funds into his client trust account to make the payment.

CONCLUSIONS OF LAW:

37. By failing to maintain in his CTA the \$10,500 that Reynolds was entitled to receive between April 28, 2014 and May 14, 2014, Respondent failed to maintain a balance of \$10,050 on behalf of the client in his CTA in willful violation of Rules of Professional Conduct, rule 4-100(A).

38. By misappropriating \$10,049.55 that Reynolds was entitled to receive between April 28, 2014 and May 14, 2014, Respondent grossly negligently misappropriated that sum that his client was entitled to receive, and thereby committed an act involving moral turpitude or dishonesty in willful violation of Business and Professions Code section 6106.

39. By failing to prepare and maintain a client ledger for Reynolds, a written journal for his CTA, and the monthly reconciliation for the written ledger, written journal, and bank statement, Respondent willfully violated Rules of Professional Conduct, rule 4-100(B)(3).

Case No. 15-O-12681 (Complainant: Billy Z. Earley)

FACTS:

40. On August 5, 2013, a civil complaint alleging defamation of character was filed on behalf of Billy Z. Earley ("Earley") and his business named First Choice Clinica Familiar ("First Choice") in the Superior Court of California, County of Riverside, titled *Billy Z. Earley, P.A. and First Choice Clinica Familiar v. CVS Pharmacy, CVS Caremark Corporation and Wal-Greens*, Case No. RIC 1308906 ("*Earley v. CVS*").

41. On December 2, 2013, Earley employed Respondent to represent him and First Choice in *Earley v. CVS*. The fee agreement provided for an hourly fee of \$225 plus a contingency fee of 25% of the net recovery at or before trial, or a contingency fee of 30% of the net recovery if the matter was appealed.

42. Between December 2, 2013 and March 24, 2015, Earley paid at least \$144,000 for legal services.

43. Between December 2, 2013 and January 29, 2016, Respondent did not send any billing statements to Earley.

44. On December 3, 2013, Respondent filed a Substitution of Attorney to assume representation of Earley and First Choice in *Earley v. CVS*.

45. On July 11, 2014, the attorneys for CVS Caremark Corporation and CVS Pharmacy ("CVS") and the attorneys for Wal-Greens co-filed a Motion to Strike Causes of Action Pursuant to Code of Civil Procedure section 425.16, aka an anti-SLAPP motion, in *Earley v. CVS*. On August 5, 2014, Respondent opposed the motion.

46. On August 18, 2014, the Superior Court heard the anti-SLAPP motion. The attorneys for CVS, attorneys for Wal-Greens and Respondent all appeared. The Superior Court granted the anti-SLAPP motion, struck all of the causes of action without leave to amend, and dismissed the matter with prejudice. Respondent received notice of the order.

47. On September 22, 2014, Respondent filed and served a Motion for Reconsideration of the Superior Court's ruling on the anti-SLAPP motion in *Earley v. CVS*. On November 4, 2014, the attorneys for CVS and the attorneys for Wal-Greens filed a joint opposition to the motion.

48. On November 18, 2014, the Superior Court heard the Motion for Reconsideration. The attorneys for CVS, attorneys for Wal-Greens and Respondent all appeared. The Superior Court denied the motion. Respondent received notice of the order.

49. On January 6, 2015, Respondent filed and served a notice of appeal in *Earley v. CVS*.

50. On April 23, 2015 and May 13, 2015, Earley sent emails to Respondent requesting that Respondent providing billing statements from December 2, 2015. Respondent received the emails, but did not provide the billing statements.

51. On May 11, 2015, Earley sent a fax to Respondent attaching a Substitution of Attorney in *Earley v. CVS* substituting in pro per Earley in place of Respondent. Respondent received the Substitution of Attorney, and signed and returned it on May 12, 2015.

52. On July 27, 2015, August 13, 2015, December 3, 2015, and December 15, 2015, a State Bar Investigator sent letters to Respondent requesting that he respond to allegations of misconduct being investigated in this matter, including but not limited to providing an accounting of the legal services that he provided to Earley. Respondent received the letters.

53. On January 29, 2016, Respondent provided the billing statements to Earley and the State Bar.

CONCLUSIONS OF LAW:

54. By failing to render an accounting to Earley regarding the attorney's fees that Earley had paid to him between December 2, 2103 and March 24, 2015 upon Earley's requests for accountings dated April 23, 2015 and May 13, 2015, and Earley's termination of his services on May 13, 2015, Respondent failed to render an appropriate accounting to the client regarding those funds following the client's request for such accounting in willful violation of Rules of Professional Conduct, rule 4-100(B)(3).

55. By failing to provide an accounting to the State Bar regarding the attorney's fees that Earley had paid to him between December 2, 2103 and March 24, 2015 upon the State Bar's requests for accountings dated July 27, 2015, August 13, 2015, December 3, 2015, and December 15, 2015, Respondent failed to cooperate and participate in a disciplinary investigation pending against him in willful violation of Business and Professions Code section 6068(i).

Case No. 15-O-15120 (Complainant: State Bar Investigation)

FACTS:

56. On August 4, 2010, Marco Lopez ("Lopez") was involved in a motor vehicle accident as a passenger in a vehicle owned by his employer The Fishel Company.

57. On August 3, 2012, Lopez filed an in pro per complaint against his co-worker who was driving the motor vehicle and his employer in the Superior Court of California, County of Orange, titled *Marco Lopez v. Rafael Morales and The Fishel Company*, Case No. 30-2012-00588601 ("*Lopez v. Morales*").

58. In March 2013, Lopez employed Respondent to represent him in *Lopez v. Morales*.

59. On March 11, 2013, Respondent filed a Substitution of Attorney to assume representation of Lopez in *Lopez v. Morales*.

60. On October 18, 2013, the attorney for The Fishel Company filed a Demurrer in *Lopez v. Morales* arguing, in part, that worker's compensation was Lopez's exclusive remedy against his co-worker and employer.

61. On December 9, 2013, the Superior Court sustained the Demurrer in *Lopez v. Morales* holding that worker's compensation was the exclusive remedy of an employee against his or her employer.

62. On February 13, 2014, Respondent filed an appeal in *Lopez v. Morales*. On May 28, 2015, the Court of Appeal issued its Opinion denying the appeal, and imposing sanctions to be decided by the Superior Court.

63. On July 6, 2015, the attorney for The Fishel Company filed and served a Motion for Sanctions against Lopez and Respondent in *Lopez v. Morales*, which was scheduled for a hearing on September 28, 2015. Respondent received the motion.

64. On September 28, 2015, the Superior Court held the hearing on the Motion for Sanctions in *Lopez v. Morales*. Respondent and the attorney for The Fishel Company did not appear, and submitted to the tentative ruling that had been posted on the Internet. The Court ordered Respondent to pay \$5,700 in sanctions to The Fishel Company, but did not specify the date by which the sanctions must be paid.

65. On October 5, 2015, the attorney for The Fishel Company filed and served a Notice of the Ruling of the Superior Court's order imposing \$5,700 in sanctions on Respondent payable to The Fishel Company in *Lopez v. Morales*. Respondent received the notice of ruling.

66. On November 14, 2015, the attorney for The Fishel Company sent a letter to Respondent via email and U.S. First Class Mail requesting payment of the \$5,700 in sanctions on or before November 30, 2015, and attaching a copy of the Notice of Ruling in *Lopez v. Morales*. Respondent received the letter and notice of ruling.

67. On December 9, 2015, the 60 day period to appeal the order imposing the sanctions to The Fishel Company expired pursuant to rule 8.104(a)(1)(B), California Rules of Court.

68. Respondent did not report the imposition of judicial sanctions to the State Bar within 30 days after he received the Notice of the Ruling of the Superior Court's order imposing \$5,700 in sanctions served upon him by mail or at any time before he received the State Bar's letter to him dated December 9, 2015, requesting his response to the allegations of misconduct in this matter.

69. Because the sanctions order did not specify the date by which the sanctions were due, respondent was required either to pay the sanctions or to seek relief from the sanctions order (e.g., based on an inability to pay) within a reasonable time after October 10, 2015, which was five days after the Notice of the Ruling of the Superior Court's order imposing \$5,700 in sanctions was served on him by mail.

70. On January 11, 2016, Respondent paid \$5,700 to The Fishel Company.

CONCLUSIONS OF LAW:

71. By failing to report to the State Bar the \$5,700 in sanctions the Superior Court imposed on Respondent on September 28, 2015, Respondent failed to report to the agency charged with attorney discipline, in writing, within 30 days of the time he had knowledge of the imposition of judicial sanctions against him, in willful violation of Business and Professions Code section 6068(o)(3).

72. By failing to pay the sanctions, request a stay of the imposition of sanctions, or appeal the imposition of sanctions within a reasonable period of time after their imposition on September 28, 2015, Respondent disobeyed or violated an order of the court requiring him to do or forbear an act connected with or in the course of his profession which he ought in good faith to do in willful violation of Business and Professions Code section 6103.

AGGRAVATING CIRCUMSTANCES.

Multiple Acts Of Misconduct (Std. 1.5(b)): Respondent's failures to deposit, failure to maintain, misappropriation, failure to maintain CTA records, dishonesty, failure to account, failure to cooperate in State Bar investigations, failure to pay sanctions, and failure to report sanctions constitute multiple acts of misconduct.

MITIGATING CIRCUMSTANCES.

Character Evidence (Std. 1.6(f)): Respondent presented letters from three attorneys, whom have known Respondent for over 12, 20, and 39 years. Respondent also presented letters or emails from three former clients who have known Respondent for over 9, 10, and 12 years, including a former officer of the Los Angeles Police Department who hired Respondent to work on four legal matters. Respondent also presented a letter from a legal assistant who worked in a law office Respondent worked with on a complex cases who has known Respondent for over four years. Each person stated that they were aware of Respondent's misconduct, and that they still considered Respondent to be of high moral character or

in the words of the former police officer, “his reputation has been stellar and his honesty and integrity have been outstanding.” Each also stated that Respondent had exception knowledge, skill, professionalism, and dedication. Two of the attorneys and two of the former clients, including the former police officer, stated that they believed that Respondent’s misconduct arose from his attempt to expand his practice beginning in 2013 and his misplaced reliance on the staff in the new office. The legal assistant also stated that Respondent helped many people that not have the money to hire an attorney and that Respondent always did everything he could to help everyone he met.

Remorse and Recognition of Wrongdoing: Respondent paid \$3,350 to Briseno, \$10,050 to Reynolds, and \$5,700 to opposing counsel in *Lopez vs. Morales* immediately after the State Bar Court told him that State Bar investigations and disciplinary proceeding did not preclude him from communicating with his former clients and/or opposing counsel, or paying the funds to his former clients and/or opposing counsel. Respondent has expressed his responsibility for the misconduct, embarrassment, humiliation, and shame to two of the attorneys and two of the former clients who submitted character letters on his behalf. (*In the Matter of Jensen* (Review Dept. 2013) 5 Cal. State Bar Ct. Rptr. 283, 291 [admitting culpability and expressing remorse to family and law colleagues is entitled to mitigation].)

No Prior Discipline: Respondent had been a member of the State Bar since September 13, 1976, and had no prior record of discipline before the misconduct began in April 2014. Even though the misconduct is serious, Respondent is entitled to significant mitigation for over 37 years of practice without discipline prior to commencing the misconduct, which began on his association with a new law office in March 2013. (See *In the Matter of Riordan* (Review Dept. 2007) 5 Cal. State Bar Ct. Rptr. 41, 49 [attorney’s practice of law for more than 17 years considered to be a significant mitigating circumstance even though the misconduct at issue was serious].)

Pretrial Stipulation: By entering into this stipulation prior to trial, Respondent has acknowledged his wrongdoing, and conserved the time and resources of the State Bar Court and State Bar. (See *Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 [where mitigative credit was given for entering into a stipulation as to facts and culpability].)

AUTHORITIES SUPPORTING DISCIPLINE.

The Standards for Attorney Sanctions for Professional Misconduct “set forth a means for determining the appropriate disciplinary sanction in a particular case and to ensure consistency across cases dealing with similar misconduct and surrounding circumstances.” (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, std. 1.1. All further references to Standards are to this source.) The Standards help fulfill the primary purposes of discipline, which include: protection of the public, the courts and the legal profession; maintenance of the highest professional standards; and preservation of public confidence in the legal profession. (See std. 1.1; *In re Morse* (1995) 11 Cal.4th 184, 205.)

Although not binding, the standards are entitled to “great weight” and should be followed “whenever possible” in determining level of discipline. (*In re Silvertown* (2005) 36 Cal.4th 81, 92, quoting *In re Brown* (1995) 12 Cal.4th 205, 220 and *In re Young* (1989) 49 Cal.3d 257, 267, fn. 11.) Adherence to the standards in the great majority of cases serves the valuable purpose of eliminating disparity and assuring consistency, that is, the imposition of similar attorney discipline for instances of similar attorney misconduct. (*In re Naney* (1990) 51 Cal.3d 186, 190.) If a recommendation is at the high end or low end of a Standard, an explanation must be given as to how the recommendation was reached. (Std. 1.1.)

“Any disciplinary recommendation that deviates from the Standards must include clear reasons for the departure.” (Std. 1.1; *Blair v. State Bar* (1989) 49 Cal.3d 762, 776, fn. 5.)

In determining whether to impose a sanction greater or less than that specified in a given standard, in addition to the factors set forth in the specific standard, consideration is to be given to the primary purposes of discipline; the balancing of all aggravating and mitigating circumstances; the type of misconduct at issue; whether the client, public, legal system or profession was harmed; and the member’s willingness and ability to conform to ethical responsibilities in the future. (Stds. 1.7(b) and (c).)

In these four matters, Respondent committed numerous acts of professional misconduct. Standard 1.7(a) requires that where a Respondent “commits two or more acts of misconduct and the Standards specify different sanctions for each act, the most severe sanction must be imposed.”

The most severe sanction applicable to Respondent’s misconduct is found in Standard 2.1(b), which applies to Respondent’s grossly negligent violation of Business and Professions Code section 6106 [moral turpitude – misappropriation]. Respondent’s misconduct is related to his decision to expand his practice and become involved with a new law office and take on more cases in different practice areas after his wife became ill and was no longer able to assist him to the degree that she had before her illness. Standard 2.1(b) states that actual suspension is the presumed sanction for the grossly negligent misappropriation of entrusted funds.

An actual suspension for grossly negligent misappropriation is supported by a substantial body of case law. In *Edwards v. State Bar* (1990) 52 Cal.3d 28, 38, the Supreme Court stated, in part, that, “Disbarment would rarely, if ever, be an appropriate discipline for an attorney whose only misconduct was a single act of negligent misappropriation, unaccompanied by acts of deceit or other aggravating factors. Thus we have ordered discipline as light as 30 days of actual suspension when the misappropriation resulted from negligence and other mitigating factors were present.” (Citing *Schultz v. State Bar* (1975) 15 Cal.3d 799, 803-805.)

In *Lipson v. State Bar* (1991) 53 Cal.3d 1010, the Supreme Court suspended an attorney for two years and until he satisfied the requirements of former Standard 1.4(c)(ii) [now Standard 1.2(c)(1)] for misconduct involving two clients. In one matter, Lipson intentionally misappropriated \$12,400, which was intended for the client’s lease expenses. Lipson later attempted to pay the client’s lessor with an NSF check, which was dishonored. Lipson borrowed an additional \$7,000 from the same client, and failed to repay the borrowed funds. Lipson also borrowed \$10,750 from a second client and attempted to repay the loan with numerous NSF checks. The client was unable to collect on this debt. In deviating from former Standard 2.2(a), the Supreme Court focused on the attorney’s 42 years of practice without discipline and his contrition. (*Id.* at p. 1021.)

In *Rhodes v. State Bar* (1989) 49 Cal.3d 50, Rhodes was found culpable of misappropriation and issuing numerous NSF checks drawn against his business, trust, and personal accounts. Rhodes was also convicted of a misdemeanor for issuing an NSF check for payment of wages, in violation of Labor Code section 212. Rhodes misused his CTA and operating account during a four-year period, including repeated commingling of client and personal funds. He also borrowed \$6,000 from a client, failed to repay the client after issuing two NSF checks that were dishonored, and refused to return entrusted funds to another client for six years. Most significantly, in aggravation, Rhodes had a prior record of discipline for commingling and misappropriating client funds, for which he received a two-year stayed suspension. The Supreme Court did not expressly find that Rhodes engaged in acts of moral turpitude,

but it did find his “taking money from clients and writing numerous bad checks over a four-year period represent[ed] a ‘continuing course of serious professional misconduct.’ [Citation.]” (*Id.* at p. 59.) The Court further found Rhodes’s misconduct was mitigated by domestic difficulties and family tragedy, remorse, modest evidence of good character and rehabilitation, and his eventual reimbursement of the misappropriated funds. Rhodes had practiced for less than four years and therefore was not afforded mitigation for his discipline-free record. Although acknowledging that Rhodes’s misappropriation could lead to disbarment under former Standard 2.2(a), the Supreme Court nevertheless imposed a two-year suspension and required a showing under former Standard 1.4(c)(ii).

In *Chang v. State Bar* (1989) 49 Cal. 3d 114, an attorney who took almost \$8,000 of his client’s funds as fees without the client’s knowledge or permission after representing to the client that his services would be free of charge, was disbarred. The fact that Chang had no prior record of discipline and the matter was an “isolated instance of misappropriation” was of no significance to the court. (*Id.* at 128-9.) That was because he had never acknowledged his impropriety, made no effort at reimbursing his client, and displayed a lack of candor. (*Id.*) Those factors made the likelihood he would engage in other misconduct sufficiently high to warrant disbarment. (*Id.*) Here, Respondent has acknowledged his misconduct, paid his clients and opposing counsel, and demonstrated candor and remorse, which demonstrates that his misconduct is isolated to his involvement with the new office and will not reoccur in the future because he will no longer be associated with his new office and expanded area of practice.

Balancing Respondent’s misconduct caused by his gross negligence and aggravation against his mitigation, especially his significant mitigation for 38 years or practice without prior discipline and restitution, a two year actual suspension and until Respondent provides proof satisfactory to the State Bar Court of rehabilitation, fitness to practice, and present learning and ability pursuant to Standard 1.2(c)(ii) will protect the public, the courts, and the legal profession, help maintain high professional standards, and preserve public confidence in the profession.

DISMISSALS.

The parties respectfully request the Court to dismiss the following alleged violations in the interest of justice:

<u>Case No.</u>	<u>Count</u>	<u>Alleged Violation</u>
15-O-10512	Six	Business and Professions Code section 6068(i) [failure to cooperate in State Bar investigation]
15-O-10860	Ten	Business and Professions Code section 6068(i) [failure to cooperate in State Bar investigation]

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of Chief Trial Counsel has informed Respondent that as of February 1, 2016, the prosecution costs in this matter are the approximately sum of \$10,117. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

EXCLUSION FROM MCLE CREDIT

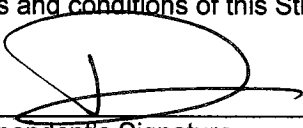
Pursuant to rule 3201, Respondent may not receive MCLE credit for completion of State Bar Ethics School and/or State Bar Client Trust Accounting School. (Rules Proc. of State Bar, rule 3201.)


(Do not write above this line.)

In the Matter of: LEE HUMPHREY DURST	Case number(s): 15-O-10512, 15-O-10860, 15-O-12681 and 15-O-15120
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SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts, Conclusions of Law, and Disposition.

<u>3/2/2016</u>		Lee H. Durst
Date	Respondent's Signature	Print Name

<u>3/11/2016</u>		
Date	Respondent's Counsel Signature	Print Name
	Deputy Trial Counsel's Signature	Charles T. Calix
		Print Name

(Do not write above this line.)

In the Matter of: LEE HUMPREY DURST	Case Number(s): 15-O-10512-YDR; 15-O-10860-YDR: Inv. Nos. 15-O-12681 and 15-O-15120
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ACTUAL SUSPENSION ORDER

Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- ☐ The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- ☒ The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- ☐ All Hearing dates are vacated.

See attached Modifications to Stipulation.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 5.58(E) & (F), Rules of Procedure.) **The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 9.18(a), California Rules of Court.)**

March 21, 2016
Date


W. KEARSE MCGILL
Judge of the State Bar Court

In the Matter of LEE HUMPREY DURST, Case Nos. 15-O-10512-YDR, 15-O-10860-YDR; Inv. Nos. 15-O-12681 and 15-O-15120

MODIFICATIONS TO STIPULATION

1. On page 6 of the stipulation, an "X" is inserted in the box in front of subsection E(10), and, in subsection E(10), an "X" is inserted in the box preceding the words "Financial Conditions."
2. On page 11 of the stipulation, in paragraph 26, in the 4th line, the phrase "involving moral turpitude or dishonesty" is MODIFIED to read "involving moral turpitude and dishonesty."
3. On page 13 of the stipulation, in paragraph 37, in the 2nd line, the phrase "between April 28, 2014 and May 14, 2014" is MODIFIED to read "as of April 28, 2014,".
4. On page 13 of the stipulation, in paragraph 38, in the 1st and 2nd lines, the phrase "between April 28, 2014 and May 14, 2014," is MODIFIED to read "as of April 28, 2014," and, in the 3rd line, the phrase "involving moral turpitude or dishonesty" is MODIFIED to read "involving moral turpitude."
5. On page 14 of the stipulation, in paragraph 50, in the 2nd line, the date "December 2, 2015" is CHANGED to "December 2, 2013."
6. On page 14 of the stipulation, in paragraph 54, in the 3rd line, the date "May 13, 2015," in the phrase "termination of his services on May 13, 2015," is CHANGED to "May 11, 2015."

-X-X-X-

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 March 21, 2016, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING

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:

LEE HUMPHREY DURST
THE DURST FIRM
220 NEWPORT CENTER DR
STE 11285
NEWPORT BEACH, CA 92660

- ☒ 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 March 21, 2016.



Angela Carpenter
Case Administrator
State Bar Court