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STATE BAR OF CALIFORNIA
OFFICE OF CHIEF TRIAL COUNSEL
JAYNE KIM, No. 174614
CHIEF TRIAL COUNSEL
JOSEPH R. CARLUCCI, No. 172309
DEPUTY CHIEF TRIAL COUNSEL
GREGORY P. DRESSER, No. 136532
ASSISTANT CHIEF TRIAL COUNSEL
ROBERT A. HENDERSON, No. 173205
SUPERVISING SENIOR TRIAL COUNSEL
180 Howard Street
San Francisco, California 94105-1639
Telephone: (415) 538-2385

STATE BAR COURT

HEARING DEPARTMENT - SAN FRANCISCO

In the Matter of: ALDON LOUIS BOLANOS, No. 233915, A Member of the State Bar.	Case No.: 15-O-10896 - LMA **AMENDED** NOTICE OF DISCIPLINARY CHARGES

NOTICE - FAILURE TO RESPOND!

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

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

The State Bar of California alleges:

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JURISDICTION

1. Aldon Louis Bolanos ("respondent") was admitted to the practice of law in the State of California on December 1, 2004, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

COUNT ONE
Case No. 15-O-10896
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

2. On or about February 14, 2014, respondent entered into an agreement for and collected from Anila Maharaj a fee of $18,577 to perform legal services that was illegal because the claim was for dental malpractice, which is governed by Business and Professions Code section 6146 and the fee collected exceeded the amount permitted by $6,578.20, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

COUNT TWO
Case No. 15-O-10896
Business and Professions Code, section 6068(a)
[Failure to Comply With Laws – MICRA Limitation and Disclosure]

3. On or about February 14, 2014, respondent entered into a contingent fee contract with Anila Maharaj, to represent her in an ongoing dental malpractice lawsuit, which was governed by Business and Professions Code section 6146 and required to be disclosed in writing by Business and Professions Code section 6147. The contract as implemented violated Business and Professions Code section 6146 because respondent collected in excess of the amount permitted and also violated Business and Professions Code section 6147 because the contract did not disclose that it was subject to the rates set forth in Business and Professions Code section 6146 which were the maximum limits for the contingency fee agreement, and thereby willfully violated Business and Professions Code, section 6068(a).

COUNT THREE
Case No. 15-O-10896
Business and Professions Code, section 6068(m)
[Failure to Inform Client of Significant Development]

4. Respondent failed to keep respondent's client, Anila Maharaj, reasonably informed of

significant developments in a matter in which respondent had agreed to provide legal services, in willful violation of Business and Professions Code, section 6068(m), by failing to inform the client of the following: that her dental malpractice case fell under the MICRA limitations found in Business and Professions Code section 6146.

COUNT FOUR
Case No. 15-O-10896
Rules of Professional Conduct, rule 4-100(A)
[Failure to Maintain Client Funds in Trust Account]

5. On or about August 8, 11, and 18, 2014, respondent received on behalf of respondent's client, Anila Maharaj ("Maharaj"), three settlement checks payable to respondent and Maharaj each for $9,999, for a total of $29,997. On or about August 8, 11, and 18, 2014, respondent deposited the three checks of $9,999, totaling $29,997, into respondent's client trust account at JPMorgan Chase Bank, account no. XXXXXX6123, on behalf of the client. Of this sum, the client was entitled to $18,998. Respondent failed to maintain a balance of $18,998 on behalf of the client in respondent's client trust account, in willful violation of Rules of Professional Conduct, rule 4-100(A).

COUNT FIVE
Case No. 15-O-10896
Business and Professions Code, section 6106
[Moral Turpitude - Misappropriation]

6. On or about August 8, 11 and 18, 2014, respondent received on behalf of respondent's client, Anila Maharaj ("Maharaj"), three settlement checks payable to respondent and Maharaj each for $9,999 for a total of $29,997. On or about August 8, 11 and 18, 2014, respondent deposited the three checks of $9,999 totaling $29,997 into respondent's client trust account at JPMorgan Chase, account no. XXXXXX6123 on behalf of the client. On or about August 15, 2014, respondent dishonestly or grossly negligently misappropriated for respondent's own purposes $3,991 that respondent's client was entitled to receive, and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106. On or about November 20, 2014, respondent dishonestly or grossly negligently misappropriated for respondent's own purposes at least $2,478 that

respondent's client was entitled to receive, and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

NOTICE - INACTIVE ENROLLMENT!

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

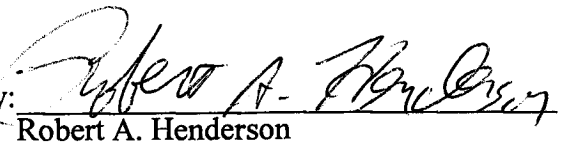
NOTICE - COST ASSESSMENT!

IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.10.

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF CHIEF TRIAL COUNSEL

DATED: February 23, 2016

By: 
Robert A. Henderson
Supervising Senior Trial Counsel

DECLARATION OF SERVICE

by

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

CASE NUMBER: **15-O-10896 - LMA**

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 180 Howard Street, San Francisco, California 94105, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

AMENDED NOTICE OF DISCIPLINARY CHARGES

☒ **By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))** ☒ **By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))**
- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County
- of San Francisco.

☐ **By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))**
- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS') Next Day Air / Worldwide Express.

☐ **By Fax Transmission: (CCP §§ 1013(e) and 1013(f))**
Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.

☐ **By Electronic Service: (CCP § 1010.6)**
Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ *(for U.S. First-Class Mail)* in a sealed envelope placed for collection and mailing at San Francisco, addressed to: *(see below)*

☒ *(for Certified Mail)* in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,
Article No.: **9414 7266 9904 2042 4861 06** at San Francisco, addressed to: *(see below)*

☐ *(for Overnight Delivery)* together with a copy of this declaration, in an envelope, or package designated by UPS,
Tracking No.: addressed to: *(see below)*

Person Served	Business-Residential Address	Fax Number	Courtesy Copy to:
William A. Munoz	Murphy Pearson et al 520 Capitol Mall, Ste. 250 Sacramento, CA 95814	Electronic Address	

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

N/A

I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS'). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at San Francisco, California, on the date shown below.

DATED: February 23, 2016

SIGNED: Paula H. D'Oyen
Paula H. D'Oyen
Declarant