

FILED

APR -7 2016

STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

1 STATE BAR OF CALIFORNIA  
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**PUBLIC MATTER**

10 STATE BAR COURT

11 HEARING DEPARTMENT - LOS ANGELES

13 In the Matter of: ) Case No. 15-O-14136  
14 MICHAEL VANCE WRIGHT, )  
No. 162159, ) NOTICE OF DISCIPLINARY CHARGES  
15 )  
16 A Member of the State Bar )

17 **NOTICE - FAILURE TO RESPOND!**

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

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

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1 The State Bar of California alleges:

2 JURISDICTION

3 1. Michael Vance Wright ("respondent") was admitted to the practice of law in the State  
4 of California on December 14, 1992, was a member at all times pertinent to these charges, and is  
5 currently a member of the State Bar of California.

6 COUNT ONE

7 Case No. 15-O-14136  
8 Rules of Professional Conduct, rule 4-100(A)  
[Failure to Maintain Client Funds in Trust Account]

9 2. On or about May 12, 2014, Ms. Uche Virginia Inno-Igwe, CEO of Dorcas-Jedi  
10 Investment ("Dorcas-Jedi"), and Dr. Ron Gounder, CEO of SkySet Investment LLC ("SkySet  
11 Investment"), and respondent entered into an Escrow Agreement. The Escrow Agreement was  
12 prepared in conjunction with a Joint Venture Agreement between Dorcas-Jedi and SkySet. The  
13 Joint Venture Investment involved the lease and monetization of a \$5 million Bank  
14 Guarantee/Stand By Line of Credit issued from the Royal Bank of Scotland. Pursuant to the  
15 Escrow Agreement, Ms. Inno-Igwe was to deposit \$100,000 into respondent's client trust  
16 account at Bank of America, account no. xxxxxxxx6374<sup>1</sup> ("respondent's client trust account"), in  
17 order to accomplish the transaction. Pursuant to the Escrow Agreement, respondent was to act as  
18 an escrow agent with respect to the \$100,000. Pursuant to the Escrow Agreement, respondent  
19 was to transfer Ms. Inno-Igwe's funds to SkySet Investment only after the occurrence of six  
20 precedent events. Respondent signed and initialed the Escrow Agreement, and had actual  
21 knowledge of the terms of the Escrow Agreement at all times relevant to the charges herein. On  
22 or about May 15, 2014, Ms. Inno-Igwe transferred \$100,000 ("Escrow Funds") into respondent's  
23 client trust account pursuant to the Escrow Agreement. On or about May 16, 2014, respondent  
24 transferred \$96,500 of the Escrow Funds to SkySet Investment's account at JP Morgan Chase  
25 Bank without the knowledge, authorization, and consent of Ms. Inno-Igwe, before any of the six  
26 precedent events described in the Escrow Agreement had occurred, and in contradiction of the

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28 <sup>1</sup> The full account number is omitted for privacy reasons.

1 Escrow Agreement. On or about May 29, 2015, respondent disbursed the remaining \$3,500 of  
2 the Escrow Funds to himself without the knowledge, authorization, and consent of Ms. Inno-  
3 Igwe, before any of the six precedent events described in the Escrow Agreement had occurred,  
4 and in contradiction of the Escrow Agreement. By failing to maintain the Escrow Funds in  
5 respondent's client trust account, respondent willfully violated Rules of Professional Conduct,  
6 rule 4-100(A).

7 COUNT TWO

8 Case No. 15-O-14136  
9 Business and Professions Code, section 6106  
[Moral Turpitude –Misappropriation]

10 3. On or about May 12, 2014, Ms. Uche Virginia Inno-Igwe, CEO of Dorcas-Jedi  
11 Investment (“Dorcas-Jedi”), and Dr. Ron Gounder, CEO of SkySet Investment LLC (“SkySet  
12 Investment”), and respondent entered into an Escrow Agreement. The Escrow Agreement was  
13 prepared in conjunction with a Joint Venture Agreement between Dorcas-Jedi and SkySet  
14 Investment. The Joint Venture Agreement involved the lease and monetization of a \$5 million  
15 Bank Guarantee/Stand By Line of Credit issued from the Royal Bank of Scotland. Pursuant to  
16 the Escrow Agreement, Ms. Inno-Igwe was to deposit \$100,000 into respondent's client trust  
17 account at Bank of America, account no. xxxxxxxx6374<sup>2</sup> (“respondent's client trust account”), in  
18 order to accomplish the transaction. Pursuant to the Escrow Agreement, respondent was to act  
19 as an escrow agent with respect to the \$100,000. Pursuant to the Escrow Agreement, respondent  
20 was to transfer Ms. Inno-Igwe's funds to SkySet Investment only after the occurrence of six  
21 precedent events. Respondent signed and initialed the Escrow Agreement, and had actual  
22 knowledge of the terms of the Escrow Agreement at all times relevant to the charges herein. In  
23 his capacity as an escrow agent pursuant to the Escrow Agreement, respondent owed Ms. Inno-  
24 Igwe a fiduciary duty to either maintain the \$100,000 in respondent's client trust account or  
25 disburse the funds consistent with the terms of the Escrow Agreement. On or about May 15,  
26 2014, Ms. Inno-Igwe transferred \$100,000 (“Escrow Funds”) into respondent's client trust

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28 <sup>2</sup> The full account number is omitted for privacy reasons.

1 account pursuant to the Escrow Agreement. On or about May 16, 2014, respondent knowingly  
2 or with gross negligence misappropriated \$96,500 of the Escrow Funds by disbursing that  
3 amount to SkySet Investment's account at JP Morgan Chase Bank without the knowledge,  
4 authorization, and consent of Ms. Inno-Igwe, before any of the six precedent events described in  
5 the Escrow Agreement had occurred, and in contradiction of the Escrow Agreement. By on or  
6 about May 29, 2015, respondent knowingly or with gross negligence misappropriated the  
7 remaining \$3,500 of the Escrow Funds by disbursing that amount to himself without the  
8 knowledge, authorization, and consent of Ms. Inno-Igwe, before any of the six precedent events  
9 described in the Escrow Agreement had occurred, and in contradiction of the Escrow Agreement.  
10 By knowingly or with gross negligence misappropriating the Escrow Funds, respondent willfully  
11 committed an act(s) of moral turpitude, dishonesty, or corruption in violation of Business and  
12 Professions Code section 6106.

13 COUNT THREE

14 Case No. 15-O-14136  
15 Business and Professions Code, section 6068(a)  
16 [Failure to Comply With Laws-Breach of Common Law Fiduciary Duty]

17 4. On or about May 12, 2014, Ms. Uche Virginia Inno-Igwe, CEO of Dorcas-Jedi  
18 Investment ("Dorcas-Jedi"), and Dr. Ron Gounder, CEO of SkySet Investment LLC ("SkySet  
19 Investment"), and respondent entered into an Escrow Agreement. The Escrow Agreement was  
20 prepared in conjunction with a Joint Venture Agreement between Dorcas-Jedi and SkySet  
21 Investment. The Joint Venture Agreement involved the lease and monetization of a \$5 million  
22 Bank Guarantee/Stand By Line of Credit issued from the Royal Bank of Scotland. Pursuant to  
23 the Escrow Agreement, Ms. Inno-Igwe was to deposit \$100,000 into respondent's client trust  
24 account at Bank of America, account no. xxxxxxxx6374<sup>3</sup> ("respondent's client trust account"), in  
25 order to accomplish the transaction. Pursuant to the Escrow Agreement, respondent was to act  
26 as an escrow agent with respect to the \$100,000. Pursuant to the Escrow Agreement, respondent  
27 was to transfer Ms. Inno-Igwe's funds to SkySet Investment only after the occurrence of six

28 <sup>3</sup> The full account number is omitted for privacy reasons.

1 precedent events. Respondent signed and initialed the Escrow Agreement, and had actual  
2 knowledge of the terms of the Escrow Agreement at all times relevant to the charges herein. In  
3 his capacity as an escrow pursuant to the Escrow Agreement, respondent owed Ms. Inno-Igwe a  
4 fiduciary duty to either maintain the \$100,000 in respondent's client trust account or disburse the  
5 funds consistent with the terms of the Escrow Agreement. On or about May 15, 2014, Ms. Inno-  
6 Igwe transferred \$100,000 ("Escrow Funds") into respondent's client trust account pursuant to  
7 the Escrow Agreement. On or about May 16, 2014, respondent knowingly or with gross  
8 negligence misappropriated \$96,500 of the Escrow Funds by disbursing that amount to SkySet  
9 Investment's account at JP Morgan Chase without the knowledge, authorization, and consent of  
10 Ms. Inno-Igwe, before any of the six precedent events described in the Escrow Agreement had  
11 occurred, and in contradiction of the Escrow Agreement. By on or about May 29, 2014,  
12 respondent knowingly or with gross negligence misappropriated the remaining \$3,500 of the  
13 Escrow Funds by disbursing that amount to himself without the knowledge, authorization, and  
14 consent of Ms. Inno-Igwe, before any of the six precedent events described in the Escrow  
15 Agreement had occurred, and in contradiction of the Escrow Agreement. By misappropriating  
16 the Escrow Funds, respondent breached his fiduciary duties toward Ms. Inno-Igwe and Dorcas-  
17 Jedi, and thereby failed to support the Constitution and the laws of the United States and of this  
18 state in willful violation of Business and Professions Code, section 6068(a).

19 COUNT FOUR

20 Case No. 15-O-14136  
21 Rules of Professional Conduct, rule 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

22 5. On or about May 12, 2014, Ms. Uche Virginia Inno-Igwe, CEO of Dorcas-Jedi  
23 Investment ("Dorcas-Jedi"), and Dr. Ron Gounder, CEO of SkySet Investment LLC ("SkySet  
24 Investment"), and respondent entered into an Escrow Agreement. The Escrow Agreement was  
25 prepared in conjunction with a Joint Venture Agreement between Dorcas-Jedi and SkySet  
26 Investment. The Joint Venture Agreement involved the lease and monetization of a \$5 million  
27 Bank Guarantee/Stand By Line of Credit issued from the Royal Bank of Scotland. Pursuant to  
28

1 the Escrow Agreement, Ms. Inno-Igwe was to deposit \$100,000 into respondent's client trust  
2 account at Bank of America, account no. xxxxxxxx6374<sup>4</sup> ("respondent's client trust account"), in  
3 order to accomplish the transaction. Pursuant to the Escrow Agreement, respondent was to act  
4 as an escrow agent with respect to the \$100,000. Pursuant to the Escrow Agreement, respondent  
5 was to transfer Ms. Inno-Igwe's funds to SkySet Investment only after the occurrence of six  
6 precedent events. Respondent signed and initialed the Escrow Agreement, and had actual  
7 knowledge of the terms of the Escrow Agreement at all times relevant to the charges herein. In  
8 his capacity as an escrow agent pursuant to the Escrow Agreement, respondent owed Ms. Inno-  
9 Igwe a fiduciary duty to either maintain the \$100,000 in respondent's client trust account or  
10 disburse the funds consistent with the terms of the Escrow Agreement. On or about May 15,  
11 2014, Ms. Inno-Igwe transferred \$100,000 ("Escrow Funds") into respondent's client trust  
12 account pursuant to the Escrow Agreement. On or about May 16, 2014, respondent transferred  
13 \$96,500 of the Escrow Funds to SkySet Investment's account at JP Morgan Chase Bank without  
14 the knowledge, authorization, and consent of Ms. Inno-Igwe, before any of the six precedent  
15 events described in the Escrow Agreement had occurred, and in contradiction of the Escrow  
16 Agreement. On or about May 29, 2015, respondent disbursed the remaining \$3,500 of the  
17 Escrow Funds to himself without the knowledge, authorization, and consent of Ms. Inno-Igwe,  
18 before any of the six precedent events described in the Escrow Agreement had occurred, and in  
19 contradiction of the Escrow Agreement. On or about June 30, 2015, Ejike Uzor, Ms. Inno-  
20 Igwe's attorney, sent a letter to respondent requesting an accounting of the Escrow Funds. To  
21 date, respondent has failed to render an appropriate accounting to Mr. Uzor or Ms. Inno-Igwe  
22 regarding the Escrow Funds, in willful violation of the Rules of Professional Conduct, rule 4-  
23 100(B)(3).

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28 <sup>4</sup> The full account number is omitted for privacy reasons.

**NOTICE - INACTIVE ENROLLMENT!**

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**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: April 7, 2016

By: \_\_\_\_\_

Eli D. Morgenstern  
Senior Trial Counsel

DECLARATION OF SERVICE

by

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

CASE NUMBER(s): 15-O-14136

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, 845 South Figueroa Street, Los Angeles, CA 90017-2515, declare that:

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

NOTICE OF DISCIPLINARY CHARGES

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

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

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

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

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

(for U.S. First-Class Mail) in a sealed envelope placed for collection and mailing at Los Angeles, 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 2010 0741 13 at Los Angeles, 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)

Table with 4 columns: Person Served, Business-Residential Address, Fax Number, Courtesy Copy to. Row 1: Michael V. Wright, Law Ofc Michael V Wright, 16162 Beach Blvd # 207, Huntington Beach, CA 92647, 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 Los Angeles, California, on the date shown below.

DATED: April 7, 2016

SIGNED: [Signature] JULI FINNILA Declarant