

STEPHEN F. GUINER, ESQ. SBN 44495  
7203 Lotus Ave., #C  
San Gabriel, CA 91775  
(626) 688-3367

Respondent

FILED

JUL 18 2016

STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

STATE BAR COURT  
HEARING DEPARTMENT - LOS ANGELES

In the Matter of: ) Case No. 15-0-15624  
STEPHEN FRANCIS GUINER )  
No. 44495 ) ANSWER TO NOTICE OF DISCIPLINARY CHARGES.  
A Member of the State Bar ) Assigned to: Hon. Donald F. Miles, Judge of the State  
Bar Court

Stephen F. Guiner (sometimes "Guiner") submits the following Answer to Notice of Disciplinary Charges in the above matter, within the required time, as extended by the written stipulation previously filed with the Court.

The alphabetical letters used to organize the sub-parts of the Answer are the ones corresponding to those in the sub-parts of the Notice of Disciplinary Charges, to make the reference easier. A copy the charge associated with each alphabetical letter is set forth first, to make the answer easier to understand.

2. Guiner denies the allegation, set forth in paragraph 2 of the Notice, which is applicable to every charge, that he was willful in any violation of Business & Professions Code section 606(k).

A. Failing to place the disputed funds in an interest bearing trust account by November 3, 2013 could not be done. Guiner consulted with the probation department, and was told it should be a checking account. Guiner went to the Bank of America timely, and attempted to open an interest bearing trust checking account within the required time. The Bank of America officer told him that he could open such an account only if it was IOLTA account. He told the bank officer that it was not allowed to be an IOLTA account. He therefore checked with the probation department about the conflict, and the

1 possibilities seemed to be to open an non-interest bearing trust account, or an interest bearing trust  
2 savings account, neither of which would comply, but were the only alternatives. He therefore discussed  
3 the matter further, and finally opened an interest bearing trust savings account. It took time consulting  
4 on the matter with the Probation department and the Bank to see which would most closely comply.  
5 However, as a result, he later learned there were not monthly statements for a savings account, not  
6 checks able to be issued personally from it, so that created some delay in convincing the Probation  
7 Department that the funds were there, and arranging with the former client to accept a cashier's check,  
8 since no check could be issued on the savings account, and having to arrange a personal meeting to get  
9 his signed receipt for it, since there would be no check coming back to Guiner to prove that he had paid  
10 it.

11 B. Failing to contact the Office of Probation to schedule the schedule the required  
12 meeting by November 18,2013. Guiner denies that. As shown by the notes of the meeting which took  
13 place, signed by Guiner and the Probation department, He phoned the probation department ahead of  
14 that deadline, and was told they could have the appointment until some other things happened. Guiner  
15 also has phone notes of it.

16 C. Failing to timely submit to the Office of Probation proof showing the disputed funds  
17 were placed in an interest bearing trust account by November 18,2013; Guiner consulted with the  
18 probation department, and was told it should be a checking account. Guiner went to the Bank of  
19 America timely, and attempted to open an interest bearing trust checking account within the required  
20 time. The Bank of America officer told him that he could open such an account only if it was IOLTA  
21 account. He told the bank officer that it was not allowed to be an IOLTA account. He therefore checked  
22 with the probation department about the conflict, and the possibilities seemed to be to open an non-  
23 interest bearing trust account, or an interest bearing trust savings account, neither of which would  
24 comply, but were the only alternatives. He therefore discussed the matter further, and finally opened an  
25 interest bearing trust savings account. It took time consulting on the matter with the Probation  
26 department and the Bank to see which would most closely comply. However, as a result, he later learned  
27 there were not monthly statements for a savings account, not checks able to be issued personally from it,  
28 so that created some delay in convincing the Probation Department that the funds were there, and

1 arranging with the former client to accept a cashier's check, since no check could be issued on the  
2 savings account, and having to arrange a personal meeting to get his signed receipt for it, since there  
3 would be no check coming back to Guiner to prove that he had paid it.

4 D. Failing to timely submit a medical waiver to the Office of Probation by November 18,  
5 2013; Deny . I believe it was timely submitted. I am looking for the stamped copy.

6 E. Failing to timely initiate arbitration by November 18,2013; I tried initiating arbitration, and the local  
7 bar association which was going to administer it then cancelled because they said they didn't do that  
8 type, so I had to reset it for a later date that would work for the new bar association, arbitrator, and client.

9 F. Failing to submit timely a report from his mental health treatment provider by its due  
10 date of January 10,2014. Deny because the health provider is the one who has to sign it, even though  
11 Guiner has usually prepared it to make it easier for him. Guiner has no control over him. At times, it  
12 worked. At other times, there was no appointment between the end of the quarter and the due date, so  
13 Guiner would give it to him to sign when the quarter was over, or leave it with the receptionist  
14 downstairs for him to sign and ask to call Guiner when it was done so he could pick it up. Otherwise,  
15 the provider had hour after hour of other clients. Guiner does not have control over that mental health  
16 treatment provider. Usually, there was not call back, or it got lost with the receptionist. All of the  
17 reports got in however, even those which the Charges allege did not - I have the conformed copies of  
18 them with the date stamps.

19 G. Failing to submit timely a quarterly report by its due date of April 10,2014; There was one quarterly  
20 report which was one day late, because I arrived at what my watch said was 4:59, but the person at the  
21 door said it was 5:02, and I could not enter the building. I asked if I could just put it on the receptionists  
22 desk, so it would be timely. He said no. I got him to sign a statement that I was there, at what he  
23 thought was 5:02 to file it. I brought it again and delivered it the next morning. Other than that one  
24 time, I believe the other quarterly reports were timely, and I have conformed copies which I am looking  
25 for. The exception is the 3 reports due at the very end of probation: I had been told that without the  
26 mental health treatment provider's signature on his report, my quarterly reports were not acceptable. He  
27 was on a two month family leave, without my having known it ahead of time, so I had to wait for him to  
28 get back. Then I got the remaining (3?) health reports signed by him, attached them to the quarterly

1 reports I had prepared, dated and signed on the 10<sup>th</sup> after each quarter, but didn't file then because I was  
2 told they had to have the mental health report signed and on it.

3 H. Failing to submit timely a report from his mental health treatment provider by its due  
4 date of April 10, 2014; *Deny because the health provider is the one who has to sign it, even though*  
5 Guiner has usually prepared it to make it easier for him. Guiner has no control over him. At times, it  
6 worked. At other times, there was no appointment between the end of the quarter and the due date, so  
7 Guiner would give it to him to sign when the quarter was over, or leave it with the receptionist  
8 downstairs for him to sign and ask to call Guiner when it was done so he could pick it up. Otherwise,  
9 the provider had hour after hour of other clients. Guiner does not have control over that mental health  
10 treatment provider. Usually, there was not call back, or it got lost with the receptionist. All of the  
11 reports got in however, even those which the Charges allege did not - I have the conformed copies of  
12 them with the date stamps.

13 I Failing to timely submit to the Office of Probation proof showing the disputed funds  
14 were placed in an interest bearing trust account by April 10, 2014; Guiner consulted with the probation  
15 department, and was told it should be a checking account. Guiner went to the Bank of America timely,  
16 and attempted to open an interest bearing trust checking account within the required time. The Bank of  
17 America officer told him that he could open such an account only if it was IOLTA account. He told the  
18 bank officer that it was not allowed to be an IOLTA account. He therefore checked with the probation  
19 department about the conflict, and the possibilities seemed to be to open an non-interest bearing trust  
20 account, or an interest bearing trust savings account, neither of which would comply, but were the only  
21 alternatives. He therefore discussed the matter further, and finally opened an interest bearing trust  
22 savings account. It took time consulting on the matter with the Probation department and the Bank to  
23 see which would most closely comply. However, as a result, he later learned there were not monthly  
24 statements for a savings account, not checks able to be issued personally from it, so that created some  
25 delay in convincing the Probation Department that the funds were there, and arranging with the former  
26 client to accept a cashier's check, since no check could be issued on the savings account, and having to  
27 arrange a personal meeting to get his signed receipt for it, since there would be no check coming back to  
28 Guiner to prove that he had paid it.

1 J. Failing to timely submit a copy of the arbitration award to the Office of Probation by  
2 April 11, 2014; I tried initiating arbitration, and the local bar association which was going to administer  
3 it then cancelled because they said they didn't do that type, so I had to reset it for a later date that would  
4 work for the new bar association, arbitrator, and client.

5 K. Failing to timely comply with the arbitration award by April 26, 2014; I tried initiating arbitration,  
6 and the local bar association which was going to administer it then cancelled because they said they  
7 didn't do that type, so I had to reset it for a later date that would work for the new bar association,  
8 arbitrator, and client.

9 L. Failing to submit timely proof of compliance with the arbitration award to the Office  
10 of Probation by May 26, 2014; I tried initiating arbitration, and the local bar association which was going  
11 to administer it then cancelled because they said they didn't do that type, so I had to reset it for a later  
12 date that would work for the new bar association, arbitrator, and client.

13 M. Failing to submit timely a quarterly report by its due date of July 10, 2014; There was one quarterly  
14 report which was one day late, because I arrived at what my watch said was 4:59, but the person at the  
15 door said it was 5:02, and I could not enter the building. I asked if I could just put it on the receptionists  
16 desk, so it would be timely. He said no. I got him to sign a statement that I was there, at what he  
17 thought was 5:02 to file it. I brought it again and delivered it the next morning. Other than that one  
18 time, I believe the other quarterly reports were timely, and I have conformed copies which I am looking  
19 for. The exception is the 3 reports due at the very end of probation: I had been told that without the  
20 mental health treatment provider's signature on his report, my quarterly reports were not acceptable. He  
21 was on a two month family leave, without my having known it ahead of time, so I had to wait for him to  
22 get back. Then I got the remaining (3?) health reports signed by him, attached them to the quarterly  
23 reports I had prepared, dated and signed on the 10<sup>th</sup> after each quarter, but didn't file then because I was  
24 told they had to have the mental health report signed and on it.

25 N. Failing to submit a report from his mental health treatment provider by its due date of  
26 July 10, 2014; Deny because the health provider is the one who has to sign it, even though Guiner has  
27 usually prepared it to make it easier for him. Guiner has no control over him. At times, it worked. At  
28 other times, there was no appointment between the end of the quarter and the due date, so Guiner would

1 give it to him to sign when the quarter was over, or leave it with the receptionist downstairs for him to  
2 sign and ask to call Guiner when it was done so he could pick it up. Otherwise, the provider had hour  
3 after hour of other clients. Guiner does not have control over that mental health treatment provider.  
4 Usually, there was not call back, or it got lost with the receptionist. All of the reports got in however,  
5 even those which the Charges allege did not - I have the conformed copies of them with the date stamps.

6 O. Failing to attend Ethics School, the test given at the end of the session, and submit  
7 proof of the same to the Office of Probation by October 19,2014. Guiner denies this charge. He took  
8 the Ethics School course, and the exam at the end of the course, all day on Thursday, August 21, 2015.  
9 His contemporaneous phone notices and the records for the course show that, and a phone call to the  
10 School when he had not timely received the certificate, but had checked online to see that he had passed.  
11 The woman on the phone said they have a practice of already notifying the State Bar..

12 P. Failing to submit timely a report from his mental health treatment provider by its due  
13 date of January 10,2015; Deny because the health provider is the one who has to sign it, even though  
14 Guiner has usually prepared it to make it easier for him. Guiner has no control over him. At times, it  
15 worked. At other times, there was no appointment between the end of the quarter and the due date, so  
16 Guiner would give it to him to sign when the quarter was over, or leave it with the receptionist  
17 downstairs for him to sign and ask to call Guiner when it was done so he could pick it up. Otherwise,  
18 the provider had hour after hour of other clients. Guiner does not have control over that mental health  
19 treatment provider. Usually, there was not call back, or it got lost with the receptionist. All of the  
20 reports got in however, even those which the Charges allege did not - I have the conformed copies of  
21 them with the date stamps.

22 Q. Failing to submit timely a report from his mental health treatment provider by its due  
23 date of April 10,2015; Deny because the health provider is the one who has to sign it, even though  
24 Guiner has usually prepared it to make it easier for him. Guiner has no control over him. At times, it  
25 worked. At other times, there was no appointment between the end of the quarter and the due date, so  
26 Guiner would give it to him to sign when the quarter was over, or leave it with the receptionist  
27 downstairs for him to sign and ask to call Guiner when it was done so he could pick it up. Otherwise,  
28 the provider had hour after hour of other clients. Guiner does not have control over that mental health

1 treatment provider. Usually, there was not call back, or it got lost with the receptionist. All of the  
2 reports got in however, even those which the Charges allege did not - I have the conformed copies of  
3 them with the date stamps.

4 R. Failing to submit a report from his mental health treatment provider by its due date of  
5 July 10, 2015 or at any time; Deny because the health provider is the one who has to sign it, even  
6 though Guiner has usually prepared it to make it easier for him. Guiner has no control over him. At  
7 times, it worked. At other times, there was no appointment between the end of the quarter and the due  
8 date, so Guiner would give it to him to sign when the quarter was over, or leave it with the receptionist  
9 downstairs for him to sign and ask to call Guiner when it was done so he could pick it up. Otherwise,  
10 the provider had hour after hour of other clients. Guiner does not have control over that mental health  
11 treatment provider. Usually, there was not call back, or it got lost with the receptionist. All of the  
12 reports got in however, even those which the Charges allege did not - I have the conformed copies of  
13 them with the date stamps.

14 S. Failing to submit a quarterly report by its due date of October 10, 2015 or at any time; There was one  
15 quarterly report which was one day late, because I arrived at what my watch said was 4:59, but the  
16 person at the door said it was 5:02, and I could not enter the building. I asked if I could just put it on the  
17 receptionists desk, so it would be timely. He said no. I got him to sign a statement that I was there, at  
18 what he thought was 5:02 to file it. I brought it again and delivered it the next morning. Other than that  
19 one time, I believe the other quarterly reports were timely, and I have conformed copies which I am  
20 looking for. The exception is the 3 reports due at the very end of probation: I had been told that without  
21 the mental health treatment provider's signature on his report, my quarterly reports were not acceptable.  
22 He was on a two month family leave, without my having known it ahead of time, so I had to wait for him  
23 to get back. Then I got the remaining (3?) health reports signed by him, attached them to the quarterly  
24 reports I had prepared, dated and signed on the 10<sup>th</sup> after each quarter, but didn't file then because I was  
25 told they had to have the mental health report signed and on it.

26 T. Failing to submit a report from his mental health treatment provider by its due date of  
27 October 10, 2015 or at any time; Deny because the health provider is the one who has to sign it, even  
28 though Guiner has usually prepared it to make it easier for him. Guiner has no control over him. At

1 times, it worked. At other times, there was no appointment between the end of the quarter and the due  
2 date, so Guiner would give it to him to sign when the quarter was over, or leave it with the receptionist  
3 downstairs for him to sign and ask to call Guiner when it was done so he could pick it up. Otherwise,  
4 the provider had hour after hour of other clients. Guiner does not have control over that mental health  
5 treatment provider. Usually, there was not call back, or it got lost with the receptionist. All of the  
6 reports got in however, even those which the Charges allege did not - I have the conformed copies of  
7 them with the date stamps.

8 U. Failing to submit his final report by its due date of October 19,2015 or at any time; There was one  
9 quarterly report which was one day late, because I arrived at what my watch said was 4:59, but the  
10 person at the door said it was 5:02, and I could not enter the building. I asked if I could just put it on the  
11 receptionists desk, so it would be timely. He said no. I got him to sign a statement that I was there, at  
12 what he thought was 5:02 to file it. I brought it again and delivered it the next morning. Other than that  
13 one time, I believe the other quarterly reports were timely, and I have conformed copies which I am  
14 looking for. The exception is the 3 reports due at the very end of probation: I had been told that without  
15 the mental health treatment provider's signature on his report, my quarterly reports were not acceptable.  
16 He was on a two month family leave, without my having known it ahead of time, so I had to wait for him  
17 to get back. Then I got the remaining (3?) health reports signed by him, attached them to the quarterly  
18 reports I had prepared, dated and signed on the 10<sup>th</sup> after each quarter, but didn't file then because I was  
19 told they had to have the mental health report signed and on it.

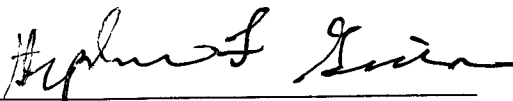
20 V. Failing to submit a report from his mental health treatment provider by its due date of  
21 October 19, 2015 or at any time; Deny because the health provider is the one who has to sign it, even  
22 though Guiner has usually prepared it to make it easier for him. Guiner has no control over him. At  
23 times, it worked. At other times, there was no appointment between the end of the quarter and the due  
24 date, so Guiner would give it to him to sign when the quarter was over, or leave it with the receptionist  
25 downstairs for him to sign and ask to call Guiner when it was done so he could pick it up. Otherwise,  
26 the provider had hour after hour of other clients. Guiner does not have control over that mental health  
27 treatment provider. Usually, there was not call back, or it got lost with the receptionist. All of the  
28 reports got in however, even those which the Charges allege did not - I have the conformed copies of



1 them with the date stamps.

2  
3 Respectfully submitted,

4 DATED: July 15, 2016

  
Stephen F. Guiner, Attorney

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 7203 No. Lotus Ave., #C, San Gabriel, CA 91775.

On July <sup>18</sup>~~15~~, 2016 I served the foregoing documents described as

ANSWER TO NOTICE OF DISCIPLINARY CHARGES

on interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Shataka Shores-Brooks,  
Deputy Trial Counsel,  
Office of the Chief Trial Counsel  
of the State Bar of California  
845 S. Figueroa St.  
Los Angeles, CA 90017

\_\_\_\_ (By Mail) I placed such envelope with postage thereon fully prepaid in the United States mail at San Gabriel, California.

  x   (By Personal Service) I delivered such envelope by hand to the offices of the addressee.

\_\_\_\_ (By Overnight Service): I placed the above-referenced document(s) in an envelope for collection and delivery on this date in accordance with standard overnight delivery procedures.

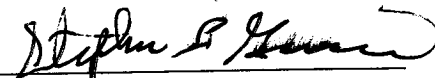
\_\_\_\_ (By Express Mail): I placed such envelope with postage thereon fully prepaid for Express Mail by next day service with the United States Post Office at San Gabriel, California.

\_\_\_\_ (By Facsimile): by faxing a copy of the document to each of the persons at the numbers set forth above.

Executed on July <sup>18</sup>~~15~~, 2016 at Los Angeles, California.

  x   (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.

  
Stephen F. Guiner