

# PUBLIC MATTER



1 STATE BAR OF CALIFORNIA  
 OFFICE OF CHIEF TRIAL COUNSEL  
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**FILED**  
**SEP 28 2016**  
 STATE BAR COURT  
 CLERK'S OFFICE  
 LOS ANGELES

10 STATE BAR COURT  
 11 HEARING DEPARTMENT - LOS ANGELES

13 In the Matter of: ) Case Nos. 16-O-10146, 16-O-10543,  
 14 ROBYN LYNNETTE POOL, ) 16-O-11766, 16-O-11769, 16-O-12249,  
 No. 218837, ) 16-O-13097, 16-O-13149, 16-O-13585,  
 15 ) 16-O-13636, 16-O-13731, 16-O-14526  
 16 A Member of the State Bar. ) NOTICE OF DISCIPLINARY CHARGES  
 17 )  
 18 )

### NOTICE - FAILURE TO RESPOND!

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

- 22 (1) **YOUR DEFAULT WILL BE ENTERED;**
- 23 (2) **YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU**  
**WILL NOT BE PERMITTED TO PRACTICE LAW;**
- 24 (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;**
- 25 (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.**

1 The State Bar of California alleges:

2 JURISDICTION

3 1. Robyn Pool ("respondent") was admitted to the practice of law in the State of  
4 California on February 20, 2002, 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. 16-O-10146  
8 Rules of Professional Conduct, rule 3-700(A)(2)  
[Improper Withdrawal from Employment]

9 2. Respondent failed, upon termination of employment, to take reasonable steps to avoid  
10 reasonably foreseeable prejudice to Respondent's client, Felix Moreno ("Moreno"), by  
11 constructively terminating Respondent's employment on or about August 7, 2014 by failing to  
12 take any action on Moreno's behalf after agreeing to pursue civil litigation for foreclosure  
13 avoidance and home retention options against OCWEN Loan Servicing, Moreno's lender, on or  
14 about May 1, 2014, and thereafter failing to inform Moreno that Respondent was withdrawing  
15 from employment, in willful violation of Rules of Professional Conduct, rule 3-700(A)(2).

16 COUNT TWO

17 Case No. 16-O-10146  
18 Rules of Professional Conduct, rule 3-700(D)(2)  
[Failure to Refund Unearned Fees]

19 3. Between on or about May 31, 2014 and on or about August 7, 2014, Respondent  
20 received advanced fees of \$5,000 from a client, Felix Moreno ("Moreno"), for foreclosure  
21 avoidance and home retention options. Respondent failed to take any steps toward aiding  
22 Moreno with avoiding foreclosure or retaining his home, or to perform any legal services for t  
23 Moreno, and therefore earned none of the advanced fees paid. Respondent failed to refund  
24 promptly, upon Respondent's termination of employment on or about September 27, 2015, any  
25 part of the \$5,000 fee to Moreno, in willful violation of Rules of Professional Conduct, rule 3-  
26 700(D)(2).

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COUNT THREE

Case No. 16-O-10146  
Rules of Professional Conduct, rule 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

4. Between on or about May 31, 2014 and on or about August 7, 2014, Respondent received from Respondent's client, Felix Moreno, the sum of \$5,000 as advanced fees for legal services to be performed. Respondent thereafter failed to render an appropriate accounting to Moreno regarding those funds upon the termination of Respondent's employment on or about August 7, 2014, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

COUNT FOUR

Case No. 16-O-10146  
Rules of Professional Conduct, rule 3-310(F)  
[Accepting Fees From a Non-Client]

5. Between on or about May 31, 2014 and on or about July 27, 2015, Respondent accepted \$6,000 from Rosa Olmos as compensation for representing a client, Felix Moreno, without obtaining Respondent client's informed written consent to receive such compensation, in willful violation of the Rules of Professional Conduct, rule 3-310(F).

COUNT FIVE

Case No. 16-O-10146  
Rules of Professional Conduct, rule 3-700(A)(2)  
[Improper Withdrawal from Employment]

6. Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Respondent's client, Felix Moreno ("Moreno"), by constructively terminating Respondent's employment on or about September 27, 2015 take any action on Moreno's behalf after agreeing to pursue litigation for wrongful foreclosure against OCWEN Loan Servicing, Moreno's lender, on or about April 1, 2015, and thereafter failing to inform Moreno that Respondent was withdrawing from employment, in willful violation of Rules of Professional Conduct, rule 3-700(A)(2).

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COUNT SIX

Case No. 16-O-10146  
Rules of Professional Conduct, rule 3-700(D)(2)  
[Failure to Refund Unearned Fees]

7. Between on or about April 4, 2015 and on or about September 27, 2015, Respondent received advanced fees of \$3,000 from a client, Felix Moreno (“Moreno”), for civil litigation regarding wrongful foreclosure against Moreno’s mortgage lender, OCWEN Loan Servicing [“OCWEN”]. Respondent failed to engage OCWEN in any form of litigation, or to perform any legal services for Moreno, and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon Respondent’s termination of employment on or September 27, 2015 any part of the \$2,500 fee to Moreno, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT SEVEN

Case No. 16-O-10146  
Rules of Professional Conduct, rule 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

8. Between on or about April 4, 2015 and on or about September 27, 2015, Respondent received from Respondent’s client, Felix Moreno, the sum of \$3,000 as advanced fees for legal services to be performed. Respondent thereafter failed to render an appropriate accounting to Moreno regarding those funds upon the termination of Respondent’s employment on or about September 27, 2015, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

COUNT EIGHT

Case No. 16-O-10146  
Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

9. From on or about May 1, 2014 through on or about September 27, 2015, Respondent aided the employees of Apple Legal Support, who are not licensed to practice law in California, in the unauthorized practice of law, by allowing them to give legal advice to clients, including the recommendation to proceed with civil litigation, in willful violation of Rules of Professional Conduct, rule 1-300(A).

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COUNT NINE

Case No. 16-O-10146  
Business and Professions Code, section 6068(i)  
[Failure to Cooperate in State Bar Investigation]

10. Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent by failing to provide a substantive response to the State Bar's letters of January 22, 2016 and February 12, 2016, which Respondent received, that requested Respondent's response to the allegations of misconduct being investigated in case no. 16-O-10146, in willful violation of Business and Professions Code, section 6068(i).

COUNT TEN

Case No. 16-O-10543  
Business & Professions Code, section 6106.3  
[Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

11. On or about June 4, 2014, Respondent agreed to attempt to negotiate a mortgage loan modification or other mortgage loan forbearance for a fee for a client, Alfonso Villa ["Villa"], and thereafter between on or about June 6, 2014 and September 5, 2014, Respondent received \$4,000 from Villa before Respondent had fully performed each and every service Respondent contracted to perform or represented to Villa that Respondent would perform, in violation of Civil Code, section 2944.7, and in willful violation of Business and Professions Code, section 6106.3.

COUNT ELEVEN

Case No. 16-O-10543  
Rules of Professional Conduct, rule 3-700(A)(2)  
[Improper Withdrawal from Employment]

12. Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Respondent's client, Alfonso Villa, by constructively terminating Respondent's employment on or about June 16, 2015 by failing to take any action on Villa's behalf after agreeing to pursue civil litigation against Chase Bank, Villa's lender, on or about March 6, 2015, and thereafter failing to inform Villa that Respondent was withdrawing from employment, in willful violation of Rules of Professional Conduct, rule 3-700(A)(2).

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COUNT TWELVE

Case No. 16-O-10543  
Rules of Professional Conduct, rule 3-700(D)(2)  
[Failure to Refund Unearned Fees]

13. Between on or about March 11, 2015 and on or about June 16, 2015, Respondent received advanced fees of \$4,000 from a client, Alfonso Villa, for civil litigation regarding wrongful foreclosure against Villa’s mortgage lender, Chase Bank. Respondent failed to engage Chase Bank in any form of civil litigation for wrongful foreclosure, or to perform any legal services for Villa, and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon Respondent’s termination of employment on or about June 16, 2015, any part of the \$4,000 fee to Villa, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT THIRTEEN

Case No. 16-O-10543  
Rules of Professional Conduct, rule 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

14. Between on or about March 11, 2015 and June 16, 2015, Respondent received from Respondent’s client, Alfonso Villa, the sum of \$4,000 as advanced fees for legal services to be performed. Respondent thereafter failed to render an appropriate accounting to Villa regarding those funds upon the termination of Respondent’s employment on or about June 16, 2015, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

COUNT FOURTEEN

Case No. 16-O-11766  
Business & Professions Code, section 6106.3  
[Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

15. On or about February 7, 2015, Respondent agreed to attempt to negotiate a mortgage loan modification or other mortgage loan forbearance for a fee for a client, Amanda Martinez [“Martinez”], and thereafter between on or about February 24, 2015 and August 5, 2015, Respondent received \$7,700 from Martinez before Respondent fully performed each and every service Respondent contracted to perform or represented to Martinez that Respondent would

1 perform, in violation of Civil Code, section 2944.7, and in willful violation of Business and  
2 Professions Code, section 6106.3.

3 COUNT FIFTEEN

4 Case No. 16-O-11769  
5 Business & Professions Code, section 6106.3  
6 [Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

7 16. On or about February 11, 2015, Respondent agreed to attempt to negotiate a mortgage  
8 loan modification or other mortgage loan forbearance for a fee for a client, Federico Zapien  
9 ["Zapien"], and thereafter between on or about February 12, 2015 and May 26, 2015,  
10 Respondent received \$7,900 from Zapien before Respondent fully performed each and every  
11 service Respondent contracted to perform or represented to Zapien that Respondent would  
12 perform, in violation of Civil Code, section 2944.7, and in willful violation of Business and  
13 Professions Code, section 6106.3.

14 COUNT SIXTEEN

15 Case No. 16-O-12249  
16 Rules of Professional Conduct, rule 3-700(A)(2)  
17 [Improper Withdrawal from Employment]

18 17. Respondent failed, upon termination of employment, to take reasonable steps to avoid  
19 reasonably foreseeable prejudice to Respondent's client, Elva Martin ("Martin"), by  
20 constructively terminating Respondent's employment September 9, 2015 by failing to take any  
21 action on Martin's behalf after respondent agreed to represent Martin and substitute into *Elva*  
22 *Martin v. The Bank of New York Mellon, et al*, Orange County Superior Court case no. 30-2015-  
23 00773230, and *The Bank of New York Mellon v. Elva Martin*, Orange County Superior Court  
24 case no. 30-2014-00755103 on June 5, 2015, and thereafter failed to inform Martin that  
25 Respondent was withdrawing from employment, in willful violation of Rules of Professional  
26 Conduct, rule 3-700(A)(2).

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COUNT SEVENTEEN

Case No. 16-O-12249  
Rules of Professional Conduct, rule 3-700(D)(2)  
[Failure to Refund Unearned Fees]

18. Between on or about June 5, 2015 and on or about September 9, 2015, Respondent received advanced fees of \$8,400 from a client, Elva Martin (“Martin”), after Respondent agreed to represent Martin and substitute into *Elva Martin v. The Bank of New York Mellon, et al*, Orange County Superior Court case no. 30-2015-00773230, and *The Bank of New York Mellon v. Elva Martin*, Orange County Superior Court case no. 30-2014-00755103, or to perform any other legal services for Martin, and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon Respondent’s termination of employment on or about September 9, 2015 any part of the \$8,400 fee to Martin, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

COUNT EIGHTEEN

Case No. 16-O-12249  
Rules of Professional Conduct, rule 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

19. Between on or about June 5, 2015 and on or about September 9, 2015, Respondent received from Respondent’s client, Elva Martin, the sum of \$8,400 as advanced fees for legal services to be performed. Respondent thereafter failed to render an appropriate accounting to Martin regarding those funds upon the termination of Respondent’s employment on or about September 9, 2015, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

COUNT NINETEEN

Case No. 16-O-12249  
Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

20. Between on or about June 5, 2015 and on or about September 9, 2015, Respondent aided her office staff, none of whom are licensed to practice law in California, in the unauthorized practice of law, by allowing them to solicit client Elva Martin (“Martin”), agree to represent Martin in *Elva Martin v. The Bank of New York Mellon, et al*, Orange County Superior

1 Court case no. 30-2015-00773230, and *The Bank of New York Mellon v. Elva Martin*, Orange  
2 County Superior Court case no. 30-2014-00755103, and give Martin legal advice, in willful  
3 violation of Rules of Professional Conduct, rule 1-300(A).

4 COUNT TWENTY

5 Case No. 16-O-12249  
6 Business and Professions Code, section 6068(m)  
[Failure to Inform Client of Significant Development]

7 21. Respondent failed to keep Respondent's client, Elva Martin, reasonably informed of  
8 significant developments in a matter in which Respondent agreed to provide legal services, in  
9 willful violation of Business and Professions Code, section 6068(m), by failing to inform Martin  
10 that respondent's fee agreement was voidable Martin's option because respondent's fee  
11 agreement was not in writing as required by Business and Professions Code section 6148, in  
12 willful violation of Business and Professions Code, section 60608(m).

13 COUNT TWENTY-ONE

14 Case No. 16-O-13097  
15 Business & Professions Code, section 6106.3  
[Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

16 22. On or about August 1, 2014, Respondent agreed to attempt to negotiate a mortgage  
17 loan modification or other mortgage loan forbearance for a fee for clients, Monica Nunez and  
18 Richard Nunez ["Nunezes"], and thereafter between on or about August 1, 2014 and November  
19 3, 2014, Respondent received \$5,499 from the Nunezes before Respondent fully performed each  
20 and every service Respondent contracted to perform or represented to the Nunezes that  
21 Respondent would perform, in violation of Civil Code, section 2944.7, and in willful violation of  
22 Business and Professions Code, section 6106.3.

23 COUNT TWENTY-TWO

24 Case No. 16-O-13149  
25 Business & Professions Code, section 6106.3  
[Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

26 23. On or about May 23, 2015, Respondent agreed to attempt to negotiate a mortgage  
27 loan modification or other mortgage loan forbearance for a fee for a client, Matilde Rico

1 Martinez ["Martinez"], and thereafter between on or about May 23, 2015 and July 30, 2015,  
2 Respondent received \$3,000 from Martinez before Respondent fully performed each and every  
3 service Respondent contracted to perform or represented to Martinez that Respondent would  
4 perform, in violation of Civil Code, section 2944.7, and in willful violation of Business and  
5 Professions Code, section 6106.3.

6 COUNT TWENTY-THREE

7 Case No. 16-O-13585  
8 Business & Professions Code, section 6106.3  
9 [Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

10 24. On or about February 27, 2015, Respondent agreed to attempt to negotiate a mortgage  
11 loan modification or other mortgage loan forbearance for a fee for a client, Carlos Robledo  
12 ["Robledo"], and thereafter between on or about March 3, 2015 and June 29, 2015, Respondent  
13 received \$7,500 from Robledo before Respondent fully performed each and every service  
14 Respondent contracted to perform or represented to Robledo that Respondent would perform, in  
15 violation of Civil Code, section 2944.7, and in willful violation of Business and Professions  
16 Code, section 6106.3.

17 COUNT TWENTY-FOUR

18 Case No. 16-O-13636  
19 Business and Professions Code, section 6103  
20 [Failure to Obey a Court Order]

21 25. Respondent disobeyed or violated an order of the court requiring Respondent to do or  
22 forbear an act connected with or in the course of Respondent's profession which Respondent  
23 ought in good faith to do or forbear by failing to comply with the December 9, 2015 sanction  
24 orders totaling \$500 in *Zamano v. Nationstar Mortgage, LLC*, Riverside Superior Court case no.  
25 RIC1505799 in willful violation of Business and Professions Code, section 6103.

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COUNT TWENTY-FIVE

Case No. 16-O-13636  
Business and Professions Code, section 6103  
[Failure to Obey a Court Order]

26. Respondent disobeyed or violated an order of the court requiring Respondent to do or forbear an act connected with or in the course of Respondent's profession which Respondent ought in good faith to do or forbear by failing to comply with the January 12, 2016 \$1,500 sanction order in *Zamano v. Nationstar Mortgage, LLC*, Riverside Superior Court case no. RIC1505799 in willful violation of Business and Professions Code, section 6103.

COUNT TWENTY-SIX

Case No. 16-O-13636  
Business and Professions Code, section 6103  
[Failure to Obey a Court Order]

27. Respondent disobeyed or violated an order of the court requiring Respondent to do or forbear an act connected with or in the course of Respondent's profession which Respondent ought in good faith to do or forbear by failing to comply with the April 14, 2016 \$1,000 sanction order in *Zamano v. Nationstar Mortgage, LLC*, Riverside Superior Court case no. RIC1505799 in willful violation of Business and Professions Code, section 6103.

COUNT TWENTY-SEVEN

Case No. 16-O-13636  
Business and Professions Code, section 6068(o)(3)  
[Failure to Report Judicial Sanctions]

28. Respondent failed to report to the agency charged with attorney discipline, in writing, within 30 days of the time Respondent had knowledge of the imposition of judicial sanctions against Respondent by failing to report to the State Bar the \$1,500 in sanctions the court imposed on January 12, 2016 or the \$1,000 in sanctions the court imposed on Respondent on or about April 14, 2016 in connection with *Zamano v. Nationstar Mortgage, LLC*, Riverside Superior Court case no. RIC1505799, in willful violation of Business and Professions Code section, 6068(o)(3).

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COUNT TWENTY-EIGHT

Case No. 16-O-13731  
Business & Professions Code, section 6106.3  
[Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

29. On or about September 30, 2014, Respondent agreed to attempt to negotiate a mortgage loan modification or other mortgage loan forbearance for a fee for a client, Alan Ridley [“Ridley”], and thereafter between on September 30, 2014 and on or about November 3, 2014 received \$15,000 from Ridley before Respondent fully performed each and every service Respondent contracted to perform or represented to Ridley that Respondent would perform, in violation of Civil Code, section 2944.7, and in willful violation of Business and Professions Code, section 6106.3.

COUNT TWENTY-NINE

Case No. 16-O-13731  
Rules of Professional Conduct, rule 3-700(A)(2)  
[Improper Withdrawal from Employment]

30. Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Respondent’s client, Alan Ridley (“Ridley”), by constructively terminating Respondent’s employment on or about October 29, 2014 by failing to take any action on Ridley’s behalf after filing a proof of service on Ridley’s behalf in *Ridley v. Residential Credit Solutions, Inc.*, in the Los Angeles County Superior Court under case no. BC561058 on October 17, 2014, and thereafter failing to inform Ridley that Respondent was withdrawing from employment, in willful violation of Rules of Professional Conduct, rule 3-700(A)(2).

COUNT THIRTY

Case No. 16-O-14526  
Business & Professions Code, section 6106.3  
[Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

31. On or about November 21, 2014, Respondent agreed to attempt to negotiate a mortgage loan modification or other mortgage loan forbearance for a fee for a client, Adrian Aguilar, and thereafter between on or about November 25, 2014 and June 23, 2015, Respondent

1 received \$7,500 from Ridley before Respondent fully performed each and every service  
2 Respondent contracted to perform or represented to Ridley that Respondent would perform, in  
3 violation of Civil Code, section 2944.7, and in willful violation of Business and Professions  
4 Code, section 6106.3.

5  
6 **NOTICE - INACTIVE ENROLLMENT!**

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

15 **NOTICE - COST ASSESSMENT!**

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

21 Respectfully submitted,

22 THE STATE BAR OF CALIFORNIA  
23 OFFICE OF CHIEF TRIAL COUNSEL

24 DATED: September 28, 2016

25 By: 

26 William Todd  
27 Senior Trial Counsel  
28

DECLARATION OF SERVICE

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

CASE NUMBER(s): 16-O-10146, et al

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, California 90017, 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))
By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))
By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))
By Fax Transmission: (CCP §§ 1013(e) and 1013(f))
By Electronic Service: (CCP § 1010.6)

- (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 0625 23 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: KEVIN P. GERRY, 711 N Soledad St Santa Barbara, CA 93103, 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).

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: September 28, 2016

SIGNED:

Handwritten signature of Laura Jett
LAURA JETT
Declarant