

# PUBLIC MATTER

FILED

NOV 02 2018

STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

STATE BAR OF CALIFORNIA  
OFFICE OF CHIEF TRIAL COUNSEL  
MELANIE J. LAWRENCE, No. 230102  
INTERIM CHIEF TRIAL COUNSEL  
RIZAMARI C. SITTON, No. 138319  
ASSISTANT CHIEF TRIAL COUNSEL  
DREW D. MASSEY, No. 244350  
SUPERVISING ATTORNEY  
DESIREE FAIRLY, No. 307991  
DEPUTY TRIAL COUNSEL  
845 South Figueroa Street  
Los Angeles, California 90017-2515  
Telephone: (213) 765-1038

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of: ) Case No. 18-O-10501; 17-O-3321; 17-O-6828  
ROBERT CARLIN BURLISON, JR., ) NOTICE OF DISCIPLINARY CHARGES  
No. 97461, )  
A Member of the State Bar. )

## 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.

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1 The State Bar of California alleges:

2 JURISDICTION

3 1. Robert Carlin Burlison, Jr. ("respondent") was admitted to the practice of law in the  
4 State of California on May 29, 1981, was a member at all times pertinent to these charges, and is  
5 currently a member of the State Bar of California.

6 COUNT 1

7 Case No. 18-O-10501  
8 Business and Professions Code, section 6106  
[Moral Turpitude - Misappropriation]

9 2. On or about June 24, 2009, respondent received on behalf of respondent's client,  
10 Donna Urich, a check for \$95,000 as settlement for the lawsuit entitled *Donna Urich, as*  
11 *Personal Representative of the Estate of Lee Weidmoyer v. Daniel P. O'Leary, Daniel J. Persing*  
12 *and Law Offices of Daniel Persing*, to be held in trust for the benefit of the Estate of Lee  
13 Weidmoyer ("the Estate").

14 3. On or about June 25, 2009, respondent deposited the \$95,000 into respondent's client  
15 trust account on behalf of the Estate. Of this sum, the Estate was entitled to \$95,000.

16 4. Between June 25, 2009 and February 2018, respondent did not make any court-  
17 authorized disbursements of the \$95,000 sum.

18 5. Between December 2016 and February 2018, respondent's client trust account  
19 balance fell below \$95,000 on multiple occasions and the lowest balance during this period was  
20 \$14,840.96 on October 17, 2017. Respondent willfully and intentionally misappropriated at least  
21 \$80,159.04 that respondent was to hold in trust for the benefit of the Estate. Respondent thereby  
22 committed an act involving moral turpitude, dishonesty or corruption in willful violation of  
23 Business and Professions Code, section 6106.

24 6. A violation of section 6106 may result from intentional conduct or grossly negligent  
25 conduct. Respondent is charged with committing an intentional misappropriation. However,  
26 should the evidence at trial demonstrate that respondent misappropriated funds as a result of  
27 grossly negligent conduct, respondent must still be found culpable of violating section 6106  
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1 because misappropriation through gross negligence is a lesser included offense of intentional  
2 misappropriation.

3 COUNT 2

4 Case No. 18-O-10501  
5 Rules of Professional Conduct, former rule 4-100(A)  
[Failure to Maintain Client Funds in Trust Account]

6 7. On or about June 24, 2009, respondent received on behalf of respondent's client,  
7 Donna Urich, a check for \$95,000 as settlement for the lawsuit entitled *Donna Urich, as*  
8 *Personal Representative of the Estate of Lee Weidmoyer v. Daniel P. O'Leary, Daniel J. Persing*  
9 *and Law Offices of Daniel Persing*, to be held in trust for the benefit of the Estate of Lee  
10 Weidmoyer ("the Estate").

11 8. On or about June 25, 2009, respondent deposited the \$95,000 into respondent's client  
12 trust account on behalf the Estate. Of this sum, the Estate was entitled to \$95,000. Respondent  
13 failed to maintain a balance of \$95,000 on behalf of the Estate in respondent's client trust  
14 account, in willful violation of the Rules of Professional Conduct, former rule 4-100(A).

15 COUNT 3

16 Case No. 18-O-10501  
17 Business and Professions Code, section 6106  
[Moral Turpitude – Misrepresentation to Court]

18 9. On or about December 22, 2011 respondent submitted an Amended First and Final  
19 Account and Report for Final Settlement ("First Report") to the probate court in the case entitled  
20 *Estate of Lee Weidmoyer* (Orange County Superior Court, Case Number A238116) in which  
21 respondent failed to disclose that the estate assets included a \$95,000 settlement from the lawsuit  
22 entitled *Donna Urich, as Personal Representative of the Estate of Lee Weidmoyer v. Daniel P.*  
23 *O'Leary, Daniel J. Persing and Law Offices of Daniel Persing*. At the time respondent  
24 submitted the First Report, he knew that the estate assets included the \$95,000 settlement.

25 10. On or about December 15, 2016 respondent submitted a Report of Status of Case  
26 ("Second Report") to the probate court in the case entitled *Estate of Lee Weidmoyer* (Orange  
27 County Superior Court, Case Number A238116) in which respondent failed to disclose that the  
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1 estate assets included a \$95,000 settlement from the lawsuit entitled *Donna Urich, as Personal*  
2 *Representative of the Estate of Lee Weidmoyer v. Daniel P. O'Leary, Daniel J. Persing and Law*  
3 *Offices of Daniel Persing*. At the time respondent submitted the Second Report, he knew that the  
4 estate assets included the \$95,000 settlement.

5 11. By failing to disclose in the First Report and the Second Report that the estate assets  
6 included the \$95,000 settlement, respondent thereby committed an act involving moral turpitude,  
7 dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

8 12. A violation of section 6106 may result from intentional conduct or grossly negligent  
9 conduct. Respondent is charged with committing intentional misrepresentation. However,  
10 should the evidence at trial demonstrate that respondent committed misrepresentation as a result  
11 of gross negligence, respondent must still be found culpable of violating section 6106 because  
12 misrepresentation through gross negligence is a lesser included offense of intentional  
13 misrepresentation.

14 COUNT 4

15 Case No. 18-O-10501  
16 Rules of Professional Conduct, former rule 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

17 13. Between July 2008 and December 2016, respondent received on behalf of the Estate  
18 of Lee Weidmoyer ("the Estate") assets in the combined amount of \$127,000. Respondent  
19 thereafter failed to promptly render an accounting to the administrator of the Estate, Donna  
20 Urich, his client, regarding those funds following the close of probate on March 16, 2017 in  
21 willful violation of the Rules of Professional Conduct, former rule 4-100(B)(3).

22 COUNT 5

23 Case No. 18-O-10501  
24 Business and Professions Code, section 6106  
[Moral Turpitude – Misrepresentation to Client]

25 14. On or about December 21, 2017, respondent stated in writing to his client, Donna  
26 Urich, that respondent was entitled to \$139,152.19 in legal fees and costs for services rendered  
27 on behalf of the administrator of estate of the Estate of Lee Weidmoyer. At the time respondent  
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1 made the written statement, he knew the statement was false and misleading because prior to  
2 making the statement, respondent had received notice that the probate court in *Estate of Lee*  
3 *Weidemoyer* (Orange County Superior Court, Case Number A238116) determined that  
4 respondent was entitled to \$31,861 in legal fees and costs. Respondent thereby committed an act  
5 involving moral turpitude, dishonesty or corruption in willful violation of Business and  
6 Professions Code, section 6106.

7 15. A violation of section 6106 may result from intentional conduct or grossly negligent  
8 conduct. Respondent is charged with committing intentional misrepresentation. However,  
9 should the evidence at trial demonstrate that respondent committed misrepresentation as a result  
10 of gross negligence, respondent must still be found culpable of violating section 6106 because  
11 misrepresentation through gross negligence is a lesser included offense of intentional  
12 misrepresentation.

13 COUNT 6

14 Case No. 17-O-3321  
15 Rules of Professional Conduct, former rule 3-310(C)  
[Actual/Potential Conflict – Representing Multiple Clients]

16 16. In or around September 2011, respondent agreed to represent Ruth Landis ("Mrs.  
17 Landis") in obtaining a divorce from her husband, Robert Landis ("Mr. Landis").

18 17. On or about April 19, 2012, respondent accepted representation of Mr. Landis and  
19 Mrs. Landis, in joint representation regarding a lawsuit against EquiTrust Life Insurance  
20 Company to obtain release of Mr. Landis' annuity policy funds. At the time respondent accepted  
21 their representation, the interests of the clients actually or potentially conflicted in that the  
22 subject of joint representation, the annuity policy funds, concerned assets in Mr. and Mrs.  
23 Landis' pending divorce and both Mr. and Mrs. Landis had a claim to ownership of those assets.

24 18. Respondent failed to inform the clients of the relevant circumstances and of the  
25 actual/potential and reasonably foreseeable adverse consequences to the clients and failed to  
26 obtain the written consent of each client, in willful violation of Rules of Professional Conduct,  
27 former rule 3-310(C).

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COUNT 7

Case No. 17-O-3321  
Business and Professions Code, section 6106  
[Moral Turpitude - Misappropriation]

19. On or about February 10, 2012, respondent received on behalf of respondent's clients, Robert Landis and Ruth Landis, \$201,510.99 from the surrender of an annuity policy with EquiTrust Life Insurance Company ("EquiTrust"). Of that amount, respondent held \$10,000 as advance costs in his client trust account at Citibank, account number XXXXX2695, for the purpose of representing Robert Landis and Ruth Landis ("Mr. and Mrs. Landis") in a lawsuit entitled *Landis v. EquiTrust Life* (Sonoma County Superior Court, Case Number SCN 251690).

20. In or around October 2012, respondent received a total of \$36,000 on behalf of Mr. and Mrs. Landis as settlement of *Landis v. EquiTrust Life*. Of that amount, respondent received \$10,000 to hold in his client trust account at Citibank, account number XXXXX2695, for the purpose of paying expert witness costs.

21. Between approximately October 2012 and September 2018, respondent was required to maintain in his client trust account at least \$20,000 of unused costs, on behalf of Mr. and Mrs. Landis. On October 17, 2017, respondent's client trust account fell to \$14,840.96. Respondent willfully and intentionally misappropriated at least \$5,159.04 that respondent was to hold in trust on behalf of his clients. Respondent thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

22. A violation of section 6106 may result from intentional conduct or grossly negligent conduct. Respondent is charged with committing an intentional misappropriation. However, should the evidence at trial demonstrate that respondent misappropriated funds as a result of grossly negligent conduct, respondent must still be found culpable of violating section 6106 because misappropriation through gross negligence is a lesser included offense of intentional misappropriation.

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COUNT 8

Case No. 17-O-3321  
Rules of Professional Conduct, former rule 4-100(A)  
[Failure to Maintain Client Funds in Trust Account]

23. On or about February 10, 2012, respondent received on behalf of respondent's clients, Robert Landis and Ruth Landis ("Mr. and Mrs. Landis"), \$10,000 as advance costs for litigation in the case entitled *Landis v. EquiTrust* (Sonoma County Superior Court, Case Number SCN 251690)("Lawsuit"). Respondent never used the funds for litigation costs.

24. In or around October 2012, after the parties reached a settlement in the Lawsuit, respondent received \$36,000 in settlement funds on behalf of Mr. and Mrs. Landis. Respondent withheld \$10,000 of the settlement proceeds to pay the fees of an expert witness whose services were used in the Lawsuit. Respondent did not pay the expert witness fees until approximately January 19, 2018.

25. Between approximately October 2012 and September 2018, respondent was required to maintain in his client trust account at least \$20,000 of unused costs on behalf of Mr. and Mrs. Landis.

26. Between approximately October 2012 and September 2018, Respondent failed to maintain a balance of \$20,000 on behalf of the clients in respondent's client trust account, in willful violation of the Rules of Professional Conduct, former rule 4-100(A).

COUNT 9

Case No. 17-O-3321  
Rules of Professional Conduct, former rule 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

27. On or about February 10, 2012, respondent received on behalf of respondent's clients, Robert Landis and Ruth Landis ("Mr. and Mrs. Landis"), \$10,000 as advance costs in litigation against EquiTrust Life Insurance Company ("EquiTrust") to hold in trust on behalf of the clients. Respondent thereafter failed to render an appropriate accounting to the clients regarding those funds following a request for such an accounting from Ruth Landis on September 11, 2017, in willful violation of the Rules of Professional Conduct, former rule 4-100(B)(3).

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COUNT 10

Case No. 17-O-6828  
Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws – Breach of Fiduciary Duty]

28. In or about 2010, Ruby Revell ("Revell"), as a beneficiary of a certain trust ("Trust"), became entitled to assets amounting to approximately \$114,646. Shortly thereafter, a fiduciary relationship between Revell and respondent was established through Brett Lovett ("Lovett"), who acted with power of attorney over Revell. At all times pertinent herein, Revell was a paraplegic.

29. In early January 2012, Lovett received on behalf of Revell approximately \$114,646, from the Trust. All of the funds ("Revell's trust funds") belonged to Revell.

30. On or about February 1, 2012, respondent entered into an "Escrow Holder Agreement" ("Agreement") whereby he agreed to receive and maintain in his client trust account \$114,646, all of Revell's trust funds. Respondent further agreed that: (1) respondent shall not release any funds unless mutually directed by Lovett and Revell; (2) respondent was entitled to 1% of the funds as the "escrow holder"; and (3) Lovett was entitled to as much as 85% of the funds.

31. On or about February 27, 2012, respondent received only \$75,000 of Revell's trust funds, and he deposited said funds into his client trust account at Citibank, account number XXXXX2695. Respondent did not receive the balance of the \$114,646 trust funds that belonged to Revell. Respondent did not inform Revell that he had not received the entire amount of her trust funds. Instead, respondent misled Revell to believe that he had received all of her trust funds.

32. On or about February 28, 2012 and on or about August 30, 2012, respondent disbursed on each date a portion of Revell's trust funds that he was holding in his client trust account. Revell did not consent to any of the disbursements.

33. By receiving only a portion of the funds that he was required to hold on behalf of Revell and misleading Revell to believe that he had received all of her trust funds, by distributing



1 Revell's funds without Revell's consent or knowledge, and by failing to safeguard the funds that  
2 Revell had entrusted to him, respondent breached his fiduciary duties owed to Revell. By  
3 breaching his fiduciary duties owed to Revell, Respondent failed to support the Constitution and  
4 laws of the United States and of this state in willful violation of Business and Professions Code  
5 section 6068(a).

6 COUNT 11

7 Case No. 17-O-6828  
8 Business and Professions Code, section 6106  
[Moral Turpitude - Misappropriation]

9 34. On or about February 27, 2012, respondent received on behalf of respondent's client,  
10 Ruby Revell ("Revell"), at least \$75,000 into his client trust account at Citibank, account number  
11 XXXXX2695, to be held in trust for the benefit of the client. Of this amount, the client was  
12 entitled to the full amount.

13 35. Between February 2012 and January 2018, respondent's client trust account fell  
14 below \$75,000 on multiple occasions and the lowest balance during this period was \$14,840.96  
15 on October 17, 2017. Respondent willfully and intentionally misappropriated at least \$60,159.04  
16 that respondent's client, Ruby Revell, was entitled to receive. Respondent thereby committed an  
17 act involving moral turpitude, dishonesty or corruption in willful violation of Business and  
18 Professions Code, section 6106.

19 36. A violation of section 6106 may result from intentional conduct or grossly negligent  
20 conduct. Respondent is charged with committing an intentional misappropriation. However,  
21 should the evidence at trial demonstrate that respondent misappropriated funds as a result of  
22 grossly negligent conduct, respondent must still be found culpable of violating section 6106  
23 because misappropriation through gross negligence is a lesser included offense of intentional  
24 misappropriation.

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37. On or about February 27, 2012, respondent received on behalf of respondent's client, Ruby Revell ("Revell"), at least \$75,000 into his client trust account at Citibank, account number XXXXX2695, to be held in trust for the benefit of the client. Of this amount, the client was entitled to the full amount.

COUNT 13

39. On or about February 28, 2012 , respondent stated in writing in an “Escrow Account Statement” to Ruby Revell (“Revell”) that of the \$114,646.01 sum that respondent was required to hold in trust on behalf of Revell:

- At the time he made those statements, respondent knew those statements were false and misleading because respondent knew he had not received the entire \$114,646.01 and had not made any of the distributions. Respondent thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

-10-

1 misrepresentation through gross negligence is a lesser included offense of intentional  
2 misrepresentation.

3 COUNT 14

4 Case No. 17-O-6828  
5 Business and Professions Code, section 6106  
[Moral Turpitude – Misrepresentation]

6 41. On or about August 30, 2012, respondent stated in writing in an “Escrow Account  
7 Statement” to Ruby Revell (“Revell”) that of the \$53,040.59 sum that respondent held in trust on  
8 behalf of Revell:

- 9 • Respondent disbursed \$36,990.15 to Brett Lovett; and,  
10 • \$17,025.23 remained in respondent’s trust account.

11 At the time respondent made those statements, respondent knew those statements were false and  
12 misleading because he had not made any of the distributions. Respondent thereby committed an  
13 act involving moral turpitude, dishonesty or corruption in willful violation of Business and  
14 Professions Code, section 6106.

15 42. A violation of section 6106 may result from intentional conduct or grossly negligent  
16 conduct. Respondent is charged with committing intentional misrepresentation. However,  
17 should the evidence at trial demonstrate that respondent committed misrepresentation as a result  
18 of gross negligence, respondent must still be found culpable of violating section 6106 because  
19 misrepresentation through gross negligence is a lesser included offense of intentional  
20 misrepresentation.

21 COUNT 15

22 Case No. 17-O-6828  
23 Rules of Professional Conduct, former rule 4-100(B)(3)  
[Failure to Render Accounts of Client Funds]

24 43. On or about February 27, 2012, respondent received on behalf of respondent’s client,  
25 Ruby Revell, funds in the amount of at least \$75,000 to hold in trust on behalf of the client.  
26 Respondent thereafter failed to render an appropriate accounting to the client regarding those  
27 funds following a request from the client’s new counsel for such an accounting on August 28,  
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1 2012 and August 31, 2012, in willful violation of the Rules of Professional Conduct, former rule  
2 4-100(B)(3).

3 COUNT 16

4 Case No. 17-O-6828  
Rules of Professional Conduct, former rule 4-100(B)(4)  
5 [Failure to Pay Client Funds Promptly]

6 44. On or about February 27, 2012, respondent received on behalf of respondent's client,  
7 Ruby Revell, funds in the amount of at least \$75,000 to hold in trust on behalf of the client. Of  
8 this sum, the client was entitled to the full amount. On or about August 28, 2012 and August 31,  
9 2012, the client's new counsel requested that respondent pay all funds belonging to Revell.  
10 Respondent received the requests. On January 9, 2018, respondent issued Revell's new counsel  
11 a client trust account check in the sum of \$17,196.90, and to date, respondent has failed to pay  
12 any portion of the remaining funds that respondent received on behalf of Revell, in willful  
13 violation of the Rules of Professional Conduct, former rule 4-100(B)(4).

14 COUNT 17

15 Case No. 17-O-6828  
16 Business and Professions Code, section 6106  
[Scheme to Defraud]

17 45. In or about 2010, Ruby Revell ("Revell"), as a beneficiary of a certain trust  
18 ("Trust"), became entitled to assets amounting to approximately \$114,646. Shortly thereafter, a  
19 fiduciary relationship between Revell and respondent was established through Brett Lovett, who  
20 acted with power of attorney over Revell. At all times pertinent herein, Revell was a paraplegic.

21 46. In or about December 2011, Lovett sent a letter ("demand letter") to the administrator  
22 and trustee of the Trust with instructions that Revell's share of the Trust funds be deposited into  
23 a certain bank account. The demand letter included a description of the bank account as a "State  
24 DPS account." The demand letter also included an assertion that there were ongoing probate  
25 proceedings. The description and assertion were false and misleading because Lovett managed  
26 the bank account, and there was no probate or any other court matter relating to the subject Trust  
27 funds.

1           47. Within a few days of the demand letter being sent, Respondent learned that Lovett  
2 sent the demand letter to the Trust administrator and trustee. Respondent knew that the demand  
3 letter was on his business letterhead, that it contained respondent's forged signature, and that it  
4 represented that respondent was the attorney for Revell. Furthermore, the demand letter  
5 misrepresented that there were ongoing probate proceedings involving Revell's trust funds, and  
6 that the trustee was legally required to release the funds as instructed in the letter, and the  
7 account into which the funds were to be deposited was an account controlled by the State.

8           48. In early January 2012, in response to the demand letter and acting under false  
9 pretenses, the Trust administrator transferred Trust funds, approximately \$114,646, pursuant to  
10 the instructions in the demand letter, to a certain bank account that was managed and controlled  
11 by Lovett. All of the transferred funds ("Revell's trust funds") belonged to Revell. Lovett  
12 received Revell's trust funds.

13           49. On or about February 1, 2012, respondent prepared and entered into an "Escrow  
14 Holder Agreement" ("Agreement") with Lovett and Revell. At the time the Agreement was  
15 entered into, Lovett was purportedly authorized to act on behalf of Revell under a power of  
16 attorney.

17           50. Pursuant to the Agreement, respondent agreed to act as an "escrow holder" to accept  
18 and maintain in respondent's client trust account all of Revell's trust funds. At the time  
19 respondent entered into the Agreement, respondent knew that all of Revell's trust funds belonged  
20 to Revell, and that no portion of the funds belonged to Lovett.

21           51. The Agreement provided: (1) that respondent shall not release any funds unless  
22 mutually directed by Lovett and Revell; (2) that respondent is entitled to 1% of the funds as the  
23 "escrow holder"; and (3) that Lovett was entitled to as much as 85% of the funds. At the time  
24 respondent entered into the Agreement, respondent knew that the terms of the Agreement were  
25 intended to abscond with Revell's funds.

52. On or about February 27, 2012, respondent received from Lovett \$75,000, a portion of Revell's trust funds. Respondent deposited the \$75,000 into his client trust account at Citibank, account number XXXXX2695.

53. On February 28, 2012, respondent sent an accounting to Revell in which he indicated that he received \$114,646 on Revell's behalf, and of that amount, respondent disbursed 1% (\$1146.46) to himself as fees and disbursed \$60,458.96 to Lovett. The accounting was false. At the time respondent sent the accounting to Revell, he knew it was false.

54. On August 30, 2012, respondent sent another accounting to Revell in which he indicated that he disbursed an additional amount of \$36,990.15, to Lovett (\$36,990.15 + \$60,458.96, the total of which is 85% of the Revell's trust funds), and that there was a balance of \$17,025.23 remaining. The accounting was false. At the time respondent sent the August 30, 2012, accounting to Revell, respondent knew it was false.

55. On or about January 9, 2018, respondent paid Revell \$17,196.90.

56. By obtaining Revell's trust funds under false pretenses, and by entering into an agreement whereby respondent and Lovett would receive as much as 86% of the funds that belonged to Revell when respondent knew that he and Lovett were not entitled to the funds, and by thereafter absconding the funds, respondent perpetuated a fraud on a vulnerable client, and engaged in acts involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

COUNT 18

Case No. 17-O-6828  
Business and Professions Code, section 6068(o)(4)  
[Failure to Report Felony Complaint]

57. Respondent failed to report to the State Bar of California, in writing, within 30 days of the time respondent had knowledge thereof, the bringing of a felony complaint in the case entitled *People v. Lovett and Burlison* (Case Number 17-09-410226 file in the Santa Barbara Superior Court) charging respondent with one felony count for violation of Penal Code section

1 368(d)(1) (Financial Abuse of Dependent Adult) and one felony count for violation of Penal  
2 Code section 31, in willful violation of Business and Professions Code, section 6068(o)(4).

3 **NOTICE - INACTIVE ENROLLMENT!**

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

12 **NOTICE - COST ASSESSMENT!**

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

18 Respectfully submitted,

19 THE STATE BAR OF CALIFORNIA  
20 OFFICE OF CHIEF TRIAL COUNSEL

21 DATED: November 2, 2013

22 By: Desiree Fairly  
23 Desiree Fairly  
24 Deputy Trial Counsel  
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# DECLARATION OF SERVICE

by

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

CASE NUMBER(s): 18-O-10501; 17-O-03321; 17-O-06828

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 S. 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))**

- 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))**

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**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").

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**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.

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**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.

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

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*(for Certified Mail)* in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,  
Article No.: **9414 7266 9904 2111 0139 98** at Los Angeles, addressed to: *(see below)*

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*(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:
Ellen Anne Pansky	Pansky Markle Attorneys at Law 1010 Sycamore Ave Unit 308 S Pasadena, CA 91030-6139	Electronic Address	

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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: November 2, 2018

SIGNED

  
LAURA JETT  
Declarant