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BEFORE THE STATE BAR COURT  
OF THE STATE OF CALIFORNIA  
HEARING DEPARTMENT – LOS ANGELES

In the Matter of

ROBERT C. BURLISON, JR.,

Member No. 97461,

A Member of the State Bar.

) Case Nos. 17-O-3321; 17-O-6828;  
) 18-O-10501

) **RESPONSE TO NOTICE OF**  
) **DISCIPLINARY CHARGES**

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Respondent Robert C. Burlison, Jr. responds to the Notice of Disciplinary Charges as follows:

**Preliminary Statement**

This matter arises from three State Bar investigations involving Mr. Burlison's handling of entrusted funds. While Mr. Burlison made some mistakes, he at all times acted in good faith.

The first matter involved Mr. Burlison's representation of an administrator of an estate in 2009. For the legal services Mr. Burlison provided to the estate, he submitted a formal accounting to the probate court for approval of the legal fees and costs as well as an accounting of all of the

1 assets of the estate. That accounting did not include a \$95,000 settlement Mr. Burlison obtained on  
2 behalf of the estate in connection with a legal malpractice matter involving an underlying medical  
3 malpractice legal representation, as he believed in good faith that the malpractice action was  
4 separate and not a part of the probate case.

5 The \$95,000 settlement was deposited and held in Mr. Burlison's client trust account. From  
6 that amount, Mr. Burlison deducted one-third as his contingency fee. The rest of the proceeds were  
7 used for legal fees, with the consent and authority of the administrator of the estate, for ancillary  
8 litigation that lasted for nearly five years in which a third party made claims against the estate and  
9 sought to remove the administrator. For those services, Mr. Burlison billed on an hourly basis and  
10 sent monthly billing statements to the administrator. Mr. Burlison did not include those invoices in  
11 the accounting filed with the probate court because he believed that since the source of payment of  
12 those fees came from the malpractice settlement—which he also believed was excluded from the  
13 probate matter—it was unnecessary to include those amounts in the probate case.

14 Unfortunately, the ancillary litigation ultimately cost the estate more than the recovery was  
15 worth. Therefore, after the probate matter closed, to allow a positive net balance to remain for the  
16 estate, Mr. Burlison waived more than \$60,000 in fees, representing all of the fees related to the  
17 ancillary proceedings, and refunded that amount to the administrator of the estate. Ultimately,  
18 Mr. Burlison kept only the approximate \$30,000 in legal fees and costs that the probate court had  
19 approved for his work in the probate case, and the one-third contingency of approximately \$32,000  
20 for his work in the legal malpractice matter.

21 In the second matter, Mr. Burlison represented a couple in seeking to recover approximately  
22 \$40,000 that was improperly withheld by a life insurance company as penalty for early withdrawal  
23 of an annuity. The retainer agreement had a hybrid fee structure. It provided that the clients would  
24 advance a total sum of \$20,152, which represented 10 percent of the funds previously collected  
25 from the annuity company, and of that deposit, \$10,152 would be allocated as an advance on fees  
26 and \$10,000 for costs. The fee for the representation was a contingency of 30%. If a recovery was  
27 obtained and the contingency fee triggered, the fee agreement provided that half of the advance fee  
28

1 (\$5,076) would be credited toward the contingency fee. However, if there was no recovery,  
2 Mr. Burlison would still be entitled to the initial advance fee.

3 After the case settled for \$36,000, Mr. Burlison accounted for the legal fee, with credit  
4 applied from half of the initial fee deposit, and for costs, and paid approximately \$17,000 to the  
5 client. However, his accounting had some errors regarding the calculation of costs, which went  
6 overlooked, and resulted in less funds being paid to the clients than was required. First, the total  
7 costs were calculated to be \$12,313, which included a \$10,000 retainer fee for a financial  
8 advisement expert. The initial retainer amount for the expert was quoted as an estimate of \$10,000,  
9 and that was the amount used in calculating the costs. After some years passed, Mr. Burlison  
10 reviewed the accounting and realized that the charge to the client of \$10,000 was never billed to the  
11 firm by the expert, and thus not paid, and with further inquiry with the expert, he discovered that the  
12 actual invoice was \$5,000, less than the initial \$10,000 estimate. Upon discovery, Mr. Burlison  
13 paid the cost of the \$5,000 to the expert and the remaining \$5,000 was disbursed to the client. The  
14 second issue with the accounting was that Mr. Burlison, although having given partial credit to the  
15 contingency fee based on the initial fee deposit, overlooked the fact that the clients had also  
16 advanced \$10,000 for costs. Thus, when the \$36,000 settlement was received and the calculations  
17 for disbursement were made, the \$10,000 advance was negligently not accounted for and the cost  
18 reimbursement was instead taken from the settlement recovery. Mr. Burlison recently realized this  
19 error and issued another check to the client for the \$10,000 plus interest to cover the delay.

20 In the third matter, Mr. Burlison did not represent a client, but served as an escrow holder.  
21 An acquaintance, Brett Lovett, who worked as an independent paralegal and document preparer,  
22 was retained by Ruby Revell to assist in claiming death benefits after her mother died in 2010, in  
23 connection with her grandmother's trust. In 2011, Revell agreed that Lovett would be entitled to  
24 85% of any net recovery from interest in real property that was obtained, but Revell would keep all  
25 of any other assets obtained. Mr. Burlison was in no way involved in the negotiation of the retainer  
26 agreement between Revell and Lovett. Revell had also given Lovett a general power of attorney.  
27 The power of attorney was signed by Revell and two witnesses, in addition to being properly  
28 notarized. In July, 2011, Lovett fraudulently created a letterhead that had Mr. Burlison's firm

1 name, Burlison Law Group ("BLG") written at the top, and wrote to Revell's uncle using that  
2 letterhead, giving the false impression that BLG represented Revell and was asserting her one-half  
3 interest in real property held by the Trust. Mr. Burlison was unaware of that letter.

4 Lovett then forged Mr. Burlison's signature onto another unauthorized and false BLG  
5 letterhead and sent it to Revell's uncle, instructing him to deposit Revell's share of the sale proceeds  
6 into a specified bank account belonging to Lovett. The sale proceeds—\$114,646.01—were sent to  
7 Lovett, who then deducted and retained a partial share of the proceeds as part of his fee and  
8 deposited \$53,040.59 into Mr. Burlison's client trust account to hold in escrow. This was the first  
9 instance in which Mr. Burlison became involved in this matter.

10 Mr. Burlison executed an Escrow Agreement that had been signed by Lovett in his personal  
11 capacity and in his capacity as attorney-in-fact for Revell. Lovett had also presented to  
12 Mr. Burlison the properly executed Power of Attorney and the fee agreement between Lovett and  
13 Revell, which Mr. Burlison relied upon. After agreeing to hold and disburse the funds in escrow in  
14 accordance with the Escrow Agreement, Mr. Burlison sent a letter addressed separately to Lovett  
15 and Revell summarizing the documents he was presented with and requesting that either party  
16 inform him if they had any issues that may affect the distribution of the funds. Revell confirmed  
17 receipt of the letter, but did not object to the intended escrow related transactions. Accordingly,  
18 Mr. Burlison disbursed \$36,015.36 to Lovett, and held \$17,025.23 in escrow for Revell as her 15%  
19 share of the proceeds from the real estate, as agreed to between her and Lovett.

20 Before Mr. Burlison could disburse the net share to Revell, Revell hired counsel and  
21 contested for the first time to Lovett's authority under the Power of Attorney and the Escrow  
22 Agreement. As a consequence, a lawsuit was initiated on behalf of Revell against Lovett, and  
23 included Mr. Burlison for his role in holding some of the funds in escrow. Mr. Burlison filed a  
24 cross-complaint against Lovett for indemnification. The court in the civil action issued its  
25 Statement of Decision, finding Lovett and Mr. Burlison jointly and severally liable to Revell for the  
26 full amount of the \$114,646.01, but also held Lovett equitably and contractually liable to  
27 Mr. Burlison for indemnification for any amount that Mr. Burlison would have to pay Revell as part  
28 of the judgment. The judgment expressly found that Mr. Burlison had not acted in bad faith in

1 handling the Revell funds. Following the judgment, Mr. Burlison released the approximate \$17,000  
2 he was holding in trust to Revell's attorneys. Mr. Burlison has appealed the decision that held him  
3 liable for the rest of the proceeds jointly with Lovett; that appeal is pending.

4 For a brief moment in time, while Mr. Burlison was supposed to be holding the approximate  
5 \$17,000 for Revell in his trust account until the dispute resolved, his trust account balance dropped  
6 to less than \$15,000. The approximate \$2,000 discrepancy was a result of oversight and poor  
7 accounting, caused in part by the retirement and later death of Mr. Burlison's long-time accountant,  
8 which caused some confusion in the accounting of funds.

9  
10 **Answer to Specific Allegations Contained in the Notice of Disciplinary Charges**  
11

12 1. Respondent admits that he was admitted to the practice of law in the State of  
13 California on May 29, 1981, and has been a member of the State Bar of California since that time.

14 **COUNT 1**

15 2. Respondent admits the allegation in Paragraph 2 of the Notice of Disciplinary  
16 Charges ("NDC").

17 3. Respondent objects to the allegations of Paragraph 3 of the NDC on the basis that it  
18 is conclusory and intertwined with legal conclusion. Notwithstanding the objection, Respondent  
19 admits in part and denies in part the allegations contained in Paragraph 3. Respondent admits that  
20 on or about June 25, 2009, he deposited \$95,000 into his client trust account. Respondent denies  
21 the allegation that the Estate was entitled to the full \$95,000, because those funds were subject to  
22 Respondent's one-third contingency fee.

23 4. Respondent objects to the allegations of Paragraph 4 of the NDC on the basis that it  
24 is conclusory and intertwined with legal conclusion. Notwithstanding the objection, Respondent  
25 admits that did the probate court did not authorize any disbursement of the \$95,000, and  
26 Respondent asserts that he believed in sincere, good faith that those funds were not the subject of  
27 the probate court and thus, court authorization for disbursement of those funds was not required.  
28

1           5.       Respondent objects to the allegations of Paragraph 5 of the NDC on the basis that  
2 they are conclusory, compound and intertwined with legal conclusions. Without waiving this  
3 objection, Respondent admits in part and denies in part the allegations of Paragraph 5. Respondent  
4 admits that between December 2016 and February 2018, the balance of his client trust account went  
5 below \$95,000 and that on October 17, 2017, the balance reached \$14,840.96. Respondent denies  
6 that he misappropriated \$80,159.04 of client funds constituting moral turpitude, dishonesty or  
7 corruption in willful violation of Business and Professions Code, section 6106, because he withdrew  
8 those funds from his client trust account as earned fees with knowledge and consent of the client.

9           6.       Respondent objects to the assertions in Paragraph 6 of the NDC on the grounds that  
10 no allegations of fact are contained therein, and the allegations are conclusory and intertwined with  
11 legal conclusions. Without waiving this objection, Respondent denies that he misappropriated  
12 funds as a result of gross negligence, and thus, he did not violate section 6106.

13                               **COUNT 2**

14           7.       Respondent admits the allegation in Paragraph 7 of the NDC.

15           8.       Respondent objects to the allegations of Paragraph 8 of the NDC on the basis that  
16 they are conclusory, compound and intertwined with legal conclusions. Notwithstanding the  
17 objection, Respondent admits in part and denies in part the allegations of Paragraph 8. Respondent  
18 admits that on or about June 25, 2009, he deposited \$95,000 into his client trust account.  
19 Respondent denies the allegation that the Estate was entitled to the full \$95,000, because those  
20 funds were subject Respondent's one-third contingency fee, and thus, Respondent denies that he  
21 willfully violated Rules of Professional Conduct, former rule 4-100(A) by not maintaining a balance  
22 of \$95,000 in trust. Count Two also fails to allege a specific time as to when the alleged failure to  
23 maintain the funds occurred, and alleges only that the funds were deposited on or about June 25,  
24 2009.

25                               **COUNT 3**

26           9.       Respondent objects to the allegations of Paragraph 9 of the NDC on the basis that  
27 they are conclusory and compound. Notwithstanding the objection, Respondent admits in part and  
28 denies in part the allegations of Paragraph 9. Respondent admits that on or about December 22,

1 2011, he submitted an Amended First and Final Account and Report for Final Settlement ("First  
2 Report") to the probate court in the case entitled *Estate of Weidemoyer* (Orange County Superior  
3 Court, Case No. A238116) (the Probate Case") in which he did not disclose that estate assets  
4 included a \$95,000 settlement from a lawsuit entitled *Donna Urich, as Personal Representative of*  
5 *the Estate of Lee Weidemoyer v. Daniel P. O'Leary, Daniel J. Persing and Law Offices of Daniel*  
6 *Persing* (the "Malpractice Case"). Respondent denies that at the time he submitted the First Report  
7 he knew that the estate assets that were to be disclosed to the probate court included the \$95,000  
8 settlement, because he sincerely believed in good faith that the settlement proceeds were not part of  
9 the probate case.

10 10. Respondent objects to the allegations of Paragraph 10 of the NDC on the basis that  
11 they are conclusory and compound. Notwithstanding the objection, Respondent admits in part and  
12 denies in part the allegations of Paragraph 10. Respondent admits that on or about December 15,  
13 2016, he submitted a Report of Status of Case ("Second Report") in the Probate Case, in which he  
14 did not disclose that the estate assets included a \$95,000 settlement from the Malpractice Case.  
15 Respondent denies that at the time he submitted the Second Report he knew that the estate assets  
16 that were to be disclosed to the probate court included the \$95,000 settlement, because he sincerely  
17 believed in good faith that the settlement proceeds were not part of the probate case.

18 11. Responding to Paragraph 11 of the NDC, Respondent denies that he engaged in an  
19 act of moral turpitude, dishonesty or corruption in willful violation of Business and Professions  
20 Code, section 6106, by not disclosing the \$95,000 settlement in the First Report and Second Reports  
21 filed with the Probate Court.

22 12. Respondent objects to the assertions in Paragraph 12 of the NDC on the grounds that  
23 no allegations of fact are contained therein, and the allegations are conclusory and intertwined with  
24 legal conclusions. Without waiving this objection, Respondent denies that he made a grossly  
25 negligent misrepresentation to the court, in willful violation of section 6106.

#### 26 COUNT 4

27 13. Respondent objects to the allegations of Paragraph 13 of the NDC on the basis that  
28 they are conclusory, compound, and intertwined with legal conclusion. Notwithstanding the

1 objection, Respondent admits in part and denies in part the allegations of Paragraph 13. Respondent  
2 admits that between July 2008 and December 2016, he received on behalf of the Estate of  
3 Weidemoyer (the "Estate") assets in the combined amount of \$127,000. Respondent denies that he  
4 failed to render a proper accounting of those funds to the administrator of the Estate, Donna Urich,  
5 his client, following the close of probate on March 16, 2017, in willful violation of Rules of  
6 Professional Conduct, former rule 4-100(B)(3), because Respondent provided Ms. Urich with a  
7 draft accounting of those funds on December 21, 2017, and then provided an amended accounting  
8 on or about March 12, 2018.

#### 9 COUNT 5

10 14. Respondent objects to the allegations of Paragraph 14 of the NDC on the basis that  
11 they are conclusory, compound and intertwined with legal conclusions. Without waiving this  
12 objection, Respondent admits in part and denies in part the allegations of Paragraph 14. Respondent  
13 admits that on or about December 21, 2017, he sent an email to his client, Donna Urich, regarding  
14 the fees and costs for the services rendered on behalf of the Estate. Respondent denies that he  
15 represented to the client in that writing that he was entitled to \$139,152.19 in legal fees and costs,  
16 despite knowing that the Probate Court had approved \$31,861 in legal fees and costs, because  
17 Respondent stated to the client in that very same email that the accounting he was attaching was a  
18 draft, and he invited Ms. Urich to discuss the draft accounting and expressly offered to waive  
19 certain fees and costs. Therefore, Respondent denies that he committed an act involving moral  
20 turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section  
21 6106.

22 15. Respondent objects to the assertions in Paragraph 15 of the NDC on the grounds that  
23 no allegations of fact are contained therein, and the allegations are conclusory and intertwined with  
24 legal conclusions. Without waiving this objection, Respondent denies that he made a grossly  
25 negligent misrepresentation to his client, in willful violation of section 6106.

#### 26 COUNT 6

27 16. Respondent denies the allegations of Paragraph 16 of the NDC, in that he did not  
28 represent Ruth Landis in obtaining a divorce from her husband, Robert Landis.



1           17.     Respondent objects to the allegations of Paragraph 17 of the NDC on the basis that  
2 they are conclusory, compound and intertwined with legal conclusions. Without waiving this  
3 objection, Respondent admits in part and denies in part the allegations of Paragraph 17. Respondent  
4 admits that on or about April 19, 2012, he accepted representation of Mr. Landis regarding a lawsuit  
5 against EquiTrust Life Insurance Company to obtain release of Mr. Landis' annuity policy funds.  
6 Respondent denies that he jointly represented Mr. and Mrs. Landis as clients. Mr. Landis was his  
7 client and Mrs. Landis was included in the retainer agreement as a beneficiary of the representation.  
8 Respondent denies that the interest of the Mr. and Mrs. Landis actually or potentially conflicted  
9 regarding the subject of that representation, and Respondent further denies that both Mr. and Mrs.  
10 Landis had a claim to ownership of those assets, since Mr. Landis had assigned his rights to those  
11 funds to Mrs. Landis as part of a pending divorce proceeding, to which Respondent was not  
12 involved, and that is the reason why Mrs. Landis was included in the retainer agreement as a  
13 beneficiary of the representation of Mr. Landis.

14           18.     Responding to the allegations of Paragraph 18 of the NDC, Respondent denies that  
15 he failed to inform Mr. and Mrs. Landis of the actual or potential conflict or that he failed to obtain  
16 their written consent to the conflict, in willful violation of the Rules of Professional Conduct,  
17 former rule 3-310(C).

#### 18                               COUNT 7

19           19.     Respondent admits the allegations of Paragraph 19 of the NDC, except that he denies  
20 that he represented Robert and Ruth Landis jointly. Respondent asserts that Robert Landis was his  
21 client and Ruth Landis was included in the retainer agreement as a beneficiary to the representation.

22           20.     Respondent admits the allegations of Paragraph 20 of the NDC.

23           21.     Respondent objects to the allegations of Paragraph 21 of the NDC on the basis that  
24 they are conclusory, compound and intertwined with legal conclusions. Without waiving this  
25 objection, Respondent admits in part and denies in part the allegations of Paragraph 21. Respondent  
26 admits that on October 17, 2017, the balance of his client trust account fell to \$14,840.96.  
27 Respondent denies that he was required to maintain \$20,000 of unused costs on behalf of  
28 Mr. Landis since he had assigned his interest in those funds to Mrs. Landis, and Respondent further

1 denies that he was required to maintain \$20,000 of unused costs on behalf of Mrs. Landis between  
2 October 2012, and September 2018, because in January, 2018, after realizing that the expert witness  
3—who had previously quoted \$10,000 as the expert fee but the ultimate actual fee was \$5,000—had  
4 never before sent an invoice and had not been paid, Respondent paid the \$5,000 invoice to the  
5 expert witness and paid the remaining \$5,000 to Mrs. Landis. Thus, as of January, 2018,  
6 Respondent was required to hold in trust only the remaining \$10,000 cost credit, which he disbursed  
7 to Mrs. Landis, plus accrued interest, in September, 2018. Respondent denies that he willfully and  
8 intentionally misappropriated \$5,159.04, amounting to moral turpitude in willful violation of  
9 Business and Professions Code, section 6106, because he had mistakenly believed that the expert  
10 witness fee had been satisfied since at the time of the initial accounting, he did not find an  
11 outstanding invoice from the expert.

12         22. Respondent objects to the assertions in Paragraph 22 of the NDC on the grounds that  
13 no allegations of fact are contained therein, and the allegations are conclusory and intertwined with  
14 legal conclusions. Without waiving this objection, Respondent denies that he misappropriated  
15 funds as a result of gross negligence, and thus, he did not violate section 6106.

#### 16                                 COUNT 8

17         23. Respondent admits the allegations of Paragraph 23 of the NDC, except that he denies  
18 that he represented Robert and Ruth Landis jointly. Respondent asserts that Robert Landis was his  
19 client and Ruth Landis was included in the retainer agreement as a beneficiary to the representation.

20         24. Respondent admits the allegations of Paragraph 24 of the NDC, and asserts that he  
21 did not pay the expert witness fee until approximately January 19, 2018, because he had not been  
22 previously provided with an invoice from the expert witness and had mistakenly believed that the  
23 expert witness fee had been paid.

24         25. Responding to the allegations of Paragraph 25 of the NDC, Respondent denies that  
25 he was required to maintain \$20,000 of unused costs on behalf of Mr. Landis since he had assigned  
26 his interest in those funds to Mrs. Landis, and Respondent further denies that he was required to  
27 maintain \$20,000 of unused costs on behalf of Mrs. Landis between October 2012, and September  
28 2018, because in January, 2018, after realizing that the expert witness—who had previously quoted

1 \$10,000 as the expert fee but the ultimate actual fee was \$5,000—had never before sent an invoice  
2 and had not been paid, Respondent paid the \$5,000 invoice to the expert witness and paid the  
3 remaining \$5,000 to Mrs. Landis. Thus, as of January, 2018, Respondent was required to hold in  
4 trust only the remaining \$10,000 cost credit, which he disbursed to Mrs. Landis, plus accrued  
5 interest, in September, 2018.

6 26. Respondent denies that he willfully violated Rules of Professional Conduct, former  
7 rule 4-100(A) by not maintaining \$20,000 on behalf of Mrs. Landis in his trust account between  
8 October 2012 and September 2018.

#### 9 COUNT 9

10 27. Respondent objects to the allegations of Paragraph 27 of the NDC on the basis that  
11 they are conclusory, compound and intertwined with legal conclusions. Without waiving this  
12 objection, Respondent admits in part and denies in part the allegations of Paragraph 27. Respondent  
13 admits that on or about February 10, 2012, Respondent received \$10,000 as advance costs in  
14 litigation against EquiTrust on behalf of his client Robert Landis and his wife Ruth Landis who was  
15 a beneficiary of that representation. Respondent denies that he failed to render an appropriate  
16 accounting regarding those funds in willful violation of Rules of Professional Conduct, former rule  
17 4-100(B)(3).

#### 18 COUNT 10

19 28. Respondent admits the allegations of Paragraph 28 of the NDC, except that  
20 Respondent lacks sufficient knowledge at this time to admit or deny whether at all times pertinent to  
21 the scope of the allegations that Revell was a paraplegic.

22 29. Respondent objects to the allegations of Paragraph 29 of the NDC on the basis that  
23 they are conclusory and compound. Without waiving this objection, Respondent admits in part and  
24 denies in part the allegations of Paragraph 29. Respondent admits, based on information and belief,  
25 that in early January 2012, Lovett received on behalf of Revell approximately \$114,646 from the  
26 Trust. Respondent denies that all of those funds belonged to Revell, based on the information and  
27 belief that Lovett and Revell had entered into an agreement whereby Revell had agreed that Lovett  
28 would be entitled to 85% of those funds.

1           30.     Responding admits the allegations of Paragraph 30 of the NDC, except that  
2 Respondent denies that the Escrow Holder Agreement he entered into on February 1, 2012,  
3 mentioned the specific dollar amount of—he alleged \$114,646—that Respondent had agreed to  
4 receive and hold in escrow.

5           31.     Respondent objects to the allegations of Paragraph 31 of the NDC on the basis that  
6 they are conclusory and compound. Without waiving this objection, Respondent admits that the full  
7 \$114,646 was not deposited into his trust account. Respondent denies that on or about February 27,  
8 2012, he received and deposited \$75,000 of Revell's trust funds into his client trust account at  
9 Citibank, because Respondent received into his trust account a deposit from Lovett of only  
10 \$53,040.59 of Revell's trust funds, and the remainder of the \$75,000 deposit of funds was unrelated  
11 to Revell's funds. Respondent further denies that he misled Revell to believe that he had received  
12 all of her trust funds.

13           32.     Respondent admits in part and denies in part the allegations of Paragraph 32 of the  
14 NDC. Respondent admits that on or about August 30, 2012, he disbursed a portion of Revell's trust  
15 funds. Respondent denies that he disbursed any portion of the funds on February 28, 2012, which  
16 was the date Respondent received the balance of the trust funds from Lovett into his trust account.  
17 Respondent further denies that the disbursement he made on August 30, 2012, was without the  
18 consent of Revell, because Respondent had written to Lovett and Revell in February, 2012, and  
19 again on May 1, 2012, regarding the disbursements, to which Revell did not object.

20           33.     Respondent objects to the allegations of Paragraph 33 of the NDC on the basis that  
21 they are conclusory, compound and intertwined with legal conclusion. Without waiving this  
22 objection, Respondent denies that he misled Revell; denies that he disbursed funds without her  
23 knowledge or consent, and denies that he failed to safeguard the funds entrusted to him, because  
24 Respondent, in holding and disbursing the funds, acted at all times in good faith reliance upon  
25 documents executed by Revell and the representations made by Lovett regarding his authority to act  
26 on behalf of Revell. Respondent denies that he breached a fiduciary duty owed to Revell, and  
27 denies that he failed to support the laws of the United States in willful violation of Business and  
28 Professions Code, section 6068(a).

COUNT 11

34. Respondent denies the allegation of Paragraph 34 that Ruby Revell was his client, and further denies that on or about February 27, 2012, he received and deposited \$75,000 of Revell's trust funds into his client trust account at Citibank, because Respondent received into his trust account a deposit from Lovett of only \$53,040.59 of Revell's trust funds, and the remainder of the \$75,000 deposit of funds was unrelated to Revell's funds. Respondent denies that all the funds deposited into his trust account belonged to Revell, based on the information and belief that Lovett and Revell had entered into an agreement whereby Revell had agreed to Lovett would be entitled to a portion of those funds.

35. Respondent objects to the allegations of Paragraph 35 of the NDC on the basis that they are conclusory, compound and intertwined with legal conclusion. Without waiving this objection, Respondent admits in part and denies in part the allegations of Paragraph 35. Respondent admits that on October 17, 2017, the balance of his trust account was \$14,840.96. Respondent denies that he was required to hold \$75,000 in trust between February 2012, and January 2018, since only \$53,040.59 of the Revell funds had been deposited into his trust account, and all but \$17,196.90—which represented 15% of the original amount of the funds that was received by Lovett and was agreed upon by Lovett and Revell to be Revell's portion of the proceeds—was disbursed in accordance with the escrow instructions that Respondent had received. Respondent further denies that he willfully and intentionally misappropriated \$60,159.04 of funds that Revell was entitled to receive, and denies that he committed an act of moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

36. Respondent objects to the assertions in Paragraph 36 of the NDC on the grounds that no allegations of fact are contained therein, and the allegations are conclusory and intertwined with legal conclusions. Without waiving this objection, Respondent denies that he misappropriated funds as a result of gross negligence, and thus, he did not violate section 6106.

COUNT 12

37. Respondent denies the allegation of Paragraph 37 that Ruby Revell was his client, and further denies that on or about February 27, 2012, he received and deposited \$75,000 of

1 Revell's trust funds into his client trust account at Citibank, because Respondent received into his  
2 trust account a deposit from Lovett of only \$53,040.59 of Revell's trust funds, and the remainder of  
3 the \$75,000 deposit of funds was unrelated to Revell's funds. Respondent denies that all the funds  
4 deposited into his trust account belonged to Revell, based on the information and belief that Lovett  
5 and Revell had entered into an agreement whereby Revell had agreed to Lovett would be entitled to  
6 a portion of those funds.

7 38. Respondent denies that he willfully violated Rules of Professional Conduct, former  
8 rule 4-100(A), by not maintaining a balance of \$75,000 in his trust account.

9 **COUNT 13**

10 39. Respondent objects to the allegations of Paragraph 39 of the NDC on the basis that  
11 they are conclusory, compound and intertwined with legal conclusion. Without waiving this  
12 objection, Respondent admits in part and denies in part the allegations of Paragraph 39. Respondent  
13 admits that he prepared a writing entitled "Escrow Account Statement" dated February 28, 2012,  
14 addressed to Ruby Revell. Respondent denies that the writing stated that *he* made disbursements to  
15 Lovett or to Respondent's law firm, and instead, Respondent asserts that the writing stated that the  
16 starting balance of the escrow on February 28, 2012 was \$114,646.01 and that after deduction of  
17 certain payments on that same day, the current balance as of the escrow as of that same date was  
18 \$53,040.59. Respondent denies that at the time the statements were made in the Escrow Account  
19 Statement dated February 28, 2018, that those statements were false and misleading, and denies that  
20 he committed an act involving moral turpitude, dishonesty or corruption in willful violation of  
21 Business and Professions Code, section 6106.

22 40. Respondent objects to the assertions in Paragraph 40 of the NDC on the grounds that  
23 no allegations of fact are contained therein, and the allegations are conclusory and intertwined with  
24 legal conclusions. Without waiving this objection, Respondent denies that he made a grossly  
25 negligent misrepresentation in willful violation of section 6106.

26 **COUNT 14**

27 41. Respondent objects to the allegations of Paragraph 41 of the NDC on the basis that  
28 they are conclusory, compound and intertwined with legal conclusions. Without waiving this

1 objection, Respondent admits in part and denies in part the allegations of Paragraph 41. Respondent  
2 admits that on or about August 30, 2012, he stated in a writing entitled "Escrow Account  
3 Statement" to Revell that of the \$53,040.59 sum that he held in trust, he had disbursed \$36,990.15  
4 to Lovett and that the balance of \$17,025.23 remained in his trust account. Respondent denies that  
5 those statements were false and misleading, and further denies that he did not make the distribution  
6 to Lovett as stated in the writing. Respondent denies that he made a misrepresentation involving  
7 moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code,  
8 section 6106.

9 42. Respondent objects to the assertions in Paragraph 42 of the NDC on the grounds that  
10 no allegations of fact are contained therein, and the allegations are conclusory and intertwined with  
11 legal conclusions. Without waiving this objection, Respondent denies that he made a grossly  
12 negligent misrepresentation, and thus, he did not violate section 6106.

#### 13 COUNT 15

14 43. Respondent objects to the allegations of Paragraph 43 of the NDC on the basis that  
15 they are conclusory, compound and intertwined with legal conclusions. Without waiving this  
16 objection, Respondent denies the allegation of Paragraph 43 that Ruby Revell was his client, and  
17 further denies that on or about February 27, 2012, he received and deposited \$75,000 of Revell's  
18 trust funds into his client trust account at Citibank, because Respondent received into his trust  
19 account a deposit from Lovett of only \$53,040.59 of Revell's trust funds, and the remainder of the  
20 \$75,000 deposit of funds was unrelated to Revell's funds. Respondent denies that he failed to  
21 render an appropriate accounting of the funds held in trust, in willful violation of the Rules of  
22 Professional Conduct, former rule 4-100(B)(3), because he provided an accounting on August 30,  
23 2012, in the "Escrow Account Statement."

#### 24 COUNT 16

25 44. Respondent objects to the allegations of Paragraph 44 of the NDC on the basis that  
26 they are conclusory, compound and intertwined with legal conclusions. Without waiving this  
27 objection, Respondent admits in part and denies in part the allegations of Paragraph 44. Respondent  
28 denies that Ruby Revell was his client, and further denies that on or about February 27, 2012, he

1 received and deposited \$75,000 of Revell's trust funds into his client trust account at Citibank,  
2 because Respondent received into his trust account a deposit from Lovett of only \$53,040.59 of  
3 Revell's trust funds, and the remainder of the \$75,000 deposit of funds was unrelated to Revell's  
4 funds. Respondent denies that all the funds deposited into his trust account belonged to Revell,  
5 based on the information and belief that Lovett and Revell had entered into an agreement whereby  
6 Revell had agreed to Lovett would be entitled to a portion of those funds. Respondent admits that  
7 on or about August 28, 2012 and August 31, 2012, Revell's counsel requested that Respondent pay  
8 all funds belonging to Revell. Respondent admits that on January 9, 2018, he issued to Revell's  
9 counsel a check in the sum of \$17,196.90, and he asserts that he did not disburse those funds sooner  
10 because he was acting in accordance with the Escrow Holder Agreement, which provided that  
11 Respondent would not disburse any additional funds once a dispute as to the funds was raised until  
12 the matter was resolved by a court order. Respondent asserts that he also paid an additional check  
13 to Revell's counsel in the amount of \$974.49 on or about February 1, 2018. Respondent denies that  
14 he willfully violated Rules of Professional Conduct, former rule 4-100(B)(4) by not paying  
15 additional funds because he was not in possession of any additional funds that belonged to Revell.

16 **COUNT 17**

17 45. Respondent admits the allegations of Paragraph 45 of the NDC, except that  
18 Respondent lacks sufficient knowledge at this time to admit or deny whether at all times pertinent to  
19 the scope of the allegations that Revell was a paraplegic.

20 46. Respondent admits the allegations of Paragraph 46 of the NDC.

21 47. Respondent denies the allegations of Paragraph 47 of the NDC, that within a few  
22 days of Lovett sending the demand letter to Revell's uncle that Respondent learned of that fact.  
23 Respondent asserts that he did not learn of Lovett's forged letter to Revell's uncle until Revell's  
24 attorneys initiated a civil action regarding the funds.

25 48. Respondent admits the allegations of Paragraph 48 of the NDC, except that he denies  
26 that all of those funds belonged to Revell, based on the information and belief that Lovett and  
27 Revell had entered into an agreement whereby Revell had agreed that Lovett would be entitled to  
28 85% of those funds.



1           49.     Respondent admits the allegations of Paragraph 49 of the NDC.

2           50.     Responding to the allegations of Paragraph 50 of the NDC, Respondent admits in  
3 part and denies in part. Respondent admits that he agreed to act as an escrow holder for Revell's  
4 funds. Respondent denies that at the time he entered into the Escrow Holder Agreement he knew  
5 that all of the escrow funds belonged to Revell and that no portion belonged to Lovett, and  
6 Respondent asserts that at that time, he was of the good faith belief and understanding that Lovett  
7 and Revell had entered into an agreement whereby Revell had agreed that Lovett would be entitled  
8 to 85% of those funds.

9           51.     Responding to the allegations of Paragraph 51 of the NDC, Respondent admits in  
10 part and denies in part. Respondent admits that the contents of the Agreement provided the terms as  
11 alleged in Paragraph 50 of the NDC. Respondent denies that at the time he entered into the  
12 Agreement, he knew that the terms of the Agreement were intended to abscond with Revell's funds.  
13 Respondent asserts that he reasonably relied upon a Power of Attorney document executed by  
14 Revell in favor of Lovett, which was witnessed by two people and notarized, and that he had no  
15 reason to believe that Revell was being taken advantage of by Lovett.

16           52.     Respondent denies the allegations of Paragraph 52 of the NDC that on or about  
17 February 27, 2012, he received and deposited \$75,000 of Revell's trust funds into his client trust  
18 account at Citibank, because Respondent received into his trust account a deposit from Lovett of  
19 only \$53,040.59 of Revell's trust funds, and the remainder of the \$75,000 deposit of funds was  
20 unrelated to Revell's funds.

21           53.     Responding to the allegations of Paragraph 53 of the NDC, Respondent admits in  
22 part and denies in part. Respondent admits that an accounting dated February 28, 2012, showed the  
23 initial escrow balance as \$114,646, that Respondent was to receive 1% as an escrow fee, and that  
24 Lovett was paid \$60,458.96 on February 28, 2012. Respondent acknowledges that the accounting  
25 could have been clearer to indicate that the payment to Lovett was made directly by Lovett to  
26 himself before the funds had been received by Respondent, but Respondent denies that the  
27 accounting was false and that he knew it was false.

28           54.     Respondent denies the allegations of Paragraph 54 of the NDC.

55. Respondent admits the allegations of Paragraph 55 of the NDC.

56. Respondent objects to the allegations of Paragraph 56 of the NDC on the basis that they are conclusory, compound and intertwined with legal conclusions. Without waiving this objection, Respondent denies that he obtained Revell's trust funds under false pretenses; Respondent denies that he entered into an agreement with Revell that provided Lovett with 85% of the funds, because that agreement was reached by Revell and Lovett before Respondent became involved; Respondent denies that he knew that he and Lovett were not entitled to any of the funds, because Respondent had acted on good faith reliance on the agreement between Revell and Lovett, as the division of the funds, the properly executed Power of Attorney held by Lovett, and the Escrow Holder Agreement to which Revell did not object; Respondent denies that he absconded Revell's funds; and Respondent denies that he perpetuated a fraud on a Revell, and did not engage in acts involving moral turpitude, dishonesty or corruption in willful violation of Business and Professions Code, section 6106.

## COUNT 18

Respondent objects to the allegations of Paragraph 57 of the NDC on the basis that they are conclusory, compound and intertwined with legal conclusions. Without waiving this objection, Respondent admits in part and denies in part the allegations of Paragraph 57. Respondent admits that a felony complaint was brought against him in *People v. Lovett and Burlison* (Case No. 17-09-410226) in Santa Barbara Superior Court. However, Respondent denies that he violated Business and Professions Code, section 6068(o)(4) by not reporting the felony complaint to the State Bar because section 6068(o)(4) requires the self-reporting of the bringing of a felony *indictment* or *information*, but not the bringing of a felony complaint.

## FIRST AFFIRMATIVE DEFENSE

(Failure to State Sufficient Facts)

The Notice of Disciplinary Charges, and each of its purported counts, fails to state facts sufficient to state a basis for discipline.

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1 SIXTH AFFIRMATIVE DEFENSE

2 (Statute of Limitations)

3 The facts alleged in Count Two of the Notice of Disciplinary Charges establish on the face  
4 of the NDC that the action is barred by the period of limitations contained in Rule 5.21 of the Rules  
5 of Procedure of the State Bar of California, which provides that a disciplinary proceeding based  
6 solely on a complainant's allegations of a disciplinary violation must begin within five years from  
7 the date of the violation. See Rule 5.21(A).

8  
9 WHEREFORE, Respondent prays that the Court find that Respondent did not commit acts  
10 constituting professional misconduct, and that the Notice of Disciplinary Charges be dismissed.

11  
12 Respectfully submitted,

13 PANSKY MARKLE ATTORNEYS AT LAW

14 Dated: November 27, 2018

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16  
17 By: 

18 Art Barsegyan  
19 Attorney for Respondent  
20 Robert C. Burlison, Jr.  
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**PROOF OF SERVICE**

*In the Matter of Robert C. Burlison, Jr.*

I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 1010 Sycamore Ave., Suite 308, South Pasadena, California 91030.

On November 27, 2018, I served the foregoing document(s) described as:

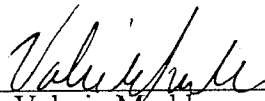
**RESPONSE TO NOTICE OF DISCIPLINARY CHARGES**

on all interested parties in this action by placing a true copy of each document, enclosed in a sealed envelope addressed as follows:

Desiree Fairly, Deputy Trial Counsel  
Office of the Chief Trial Counsel  
Enforcement  
The State Bar of California  
845 Figueroa Street  
Los Angeles, CA 90017

( X ) **BY MAIL:** as follows: I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at South Pasadena, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed November 27, 2018 at Los Angeles, California.

  
\_\_\_\_\_  
Valerie Markle