


(Do not write above this line.)

State Bar Court of California		
Hearing Department <input type="checkbox"/> Los Angeles		<input checked="" type="checkbox"/> San Francisco
Counsel for the State Bar Erica L.M. Dennings State Bar of California 180 Howard Street San Francisco, CA 94105 Bar # 145755	Case number(s) 98-0-00368 kwiktag® 022 605 552 	(for Court's use) PUBLIC MATTER FILED <i>[Signature]</i> JAN 20 2006 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
<input checked="" type="checkbox"/> Counsel for Respondent <input type="checkbox"/> In Pro Per, Respondent Howard Melamed 319 Lennon Lane Walnut Creek, CA 94598-2418 Bar # 40962	Submitted to <input type="checkbox"/> assigned judge <input checked="" type="checkbox"/> settlement judge	
In the Matter of THOMAS FARADAY CAMP Bar # 42007 A Member of the State Bar of California (Respondent)	STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	

Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted June 19, 1968
(date)
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation, are entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation and order consist of 16 pages.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law."
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.

(Do not write above this line.)

(8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):

- until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 284, Rules of Procedure.
- costs to be paid in equal amounts prior to February 1 for the following membership years:
- (hardship, special circumstances or other good cause per rule 284, Rules of Procedure)
- costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
- costs entirely waived

B. Aggravating Circumstances [for definition, see Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.

(1) Prior record of discipline [see standard 1.2(f)]

(a) State Bar Court case # of prior case 90-0-13778-ALG

(b) Date prior discipline effective 7/10/92

(c) Rules of Professional Conduct/ State Bar Act violations: Rule 3-110CA) and

sections 6068(m) & 6068(a) of the Business

& Professions Code

(d) Degree of prior discipline 30 days actual suspension, one year stayed, 3 years probation.

(e) If Respondent has two or more incidents of prior discipline, use space provided below or a separate attachment entitled "Prior Discipline."

(2) Dishonesty: Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.

(3) Trust Violation: Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.

(4) Harm: Respondent's misconduct harmed significantly a client, the public or the administration of justice. Respondent's client lost most of his investment money due to respondent's actions and inactions.

(Do not write above this line.)

- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct.
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

C. Mitigating Circumstances [see standard 1.2(e)]. Facts supporting mitigating circumstances are required.

- (1) **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (4) **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) **Restitution:** Respondent paid \$ _____ on _____
in restitution to _____ without the threat or force of disciplinary,
civil or criminal proceedings.
- (6) **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) **Good Faith:** Respondent acted in good faith.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.

(Do not write above this line.)

- (10) **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) **No mitigating circumstances are involved.**

Additional mitigating circumstances:

D. Discipline:

(1) **Stayed Suspension:**

- (a) Respondent must be suspended from the practice of law for a period of two (2) years
- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii) Standards for Attorney Sanctions for Professional Misconduct.
- ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. and until Respondent does the following: _____
- (b) The above-referenced suspension is stayed.

(2) **Probation:**

Respondent must be placed on probation for a period of two (2) years, which will commence upon the effective date of the Supreme Court order in this matter.
(See rule 953, Calif. Rules of Ct.)

(Do not write above this line.)

(3) Actual Suspension:

- (a) Respondent must be actually suspended from the practice of law in the State of California for a period of one (1) year
- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct
- ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. and until Respondent does the following: _____

E. Additional Conditions of Probation:

- (1) If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- (2) During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3) Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4) Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.
- (5) Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

In addition to all quarterly reports, a final report, containing the same information, is due no earlier than twenty (20) days before the last day of the period of probation and no later than the last day of probation.

- (6) Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7) Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.

(Do not write above this line.)

- (8) Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.
- No Ethics School recommended. Reason: _____
- (9) Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.
- (10) The following conditions are attached hereto and incorporated:
- | | |
|---|---|
| <input type="checkbox"/> Substance Abuse Conditions | <input type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input type="checkbox"/> Financial Conditions |

F. Other Conditions Negotiated by the Parties:

- (1) **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 951(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.
- No MPRE recommended. Reason: _____
- (2) **Rule 955, California Rules of Court:** Respondent must comply with the requirements of rule 955, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (3) **Conditional Rule 955, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule 955, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (4) **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension: _____
- (5) **Other Conditions:**

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: THOMAS FARADAY CAMP

CASE NUMBER(S): 98-O-00368

FACTS AND CONCLUSIONS OF LAW.

Prior to 1989 Thomas Evans ("Evans") employed respondent to represent him in a partition action his brother, Bill Evans ("Bill"), brought against him regarding the several properties they had inherited. Ultimately, the properties were sold with the proceeds to be divided between Evans and Bill. Evans' share of the proceeds was approximately \$850,000. To defer paying income tax on the proceeds, Evans wanted to invest the proceeds in similar ("like kind") properties by way of a tax deferred ("Starker") exchange. There was some urgency in locating suitable properties for the exchange based on both the Starker rules and the fact that Evans had been sentenced to serve four years in prison. Because Evans was scheduled to be incarcerated (and thus unemployed) for the next four years, he was looking for some properties which would produce a monthly income.

Respondent agreed to advise and assist Evans in finding properties for investment.

West Lane Plaza Investment:

In or about later 1988, respondent contacted Intrust, Inc., a Walnut Creek real estate syndicator, who proposed that Evans invest in a shopping center called West Lane Plaza in Stockton, California. David Rosenbaum of Intrust, Inc. had advised Camp and Evans that investment would generate approximately \$5,000 per month in income based on projections prepared by Intrust, Inc. Evans purchased a 70.2 % interest for \$745,000, and executed a promissory note in the amount of \$2,500,000 associated with the acquisition of the property by Intrust, Inc. Evans, with Camp in attendance, executed all escrow documents at the North American Title Company in Walnut Creek, in December 1988. Respondent did not adequately explain to Evans that \$158,000 of his investment would be for a syndicator's fee or that West Lane would be subject to possible cash calls. Respondent did not discuss with Evans whether he should keep any money on hand for these cash calls.

Respondent told Evans that he would make all decisions in regard to the investment of Evans' money, receive monthly income from West Lane Plaza, pay Evans' debts and hold the balance for Evans' return from prison.

On or about April 14, 1989, approximately two weeks prior to beginning a four year

prison term, Evans executed a power of attorney in favor of respondent in order for respondent to oversee his affairs, including the West Lane Plaza investment, while he was in prison.

On May 2, 1989, Evans began a four year prison term.

On May 15, 1990, approximately one year after Evans' incarceration, the managers of West Lane Plaza made a \$100,000 cash call on Evans and the other owners. Respondent advised Evans to borrow \$125,000 using three pieces of property he owned as collateral because Evans was incarcerated and had no ability to make monthly payments on the loan, without setting aside some portion of the loan to fund the monthly payments. Evans believed the shopping center would go into foreclosure without payment of the \$100,000 cash call, so he agreed to respondent's proposal. With Evans' approval, Camp arranged for a loan of \$125,000 secured by his three undeveloped parcels. The net proceeds of the loan, after loan expenses, was \$117,340.35. \$72,000 of the \$125,000 actually went to Intrust, Inc. for the cash call. There remained \$45,340.35 in reserve to fund monthly loan payments on the loan, which payments were made by Camp during the time Evans was in prison in the approximate amount of \$15,000. The loan was current when Evans was released from prison; Camp transferred the \$30,568.72 loan balance that remained in Evans' First Interstate Bank account. After his release from prison, Evans made the payments for a period of time, but eventually, the three properties used as collateral went into foreclosure because Evans, who was unemployed, ran out of money to make the monthly loan payments. Evans lost the three properties in foreclosure that had been used to as collateral for the loan.

Commencing in the summer of 1996 Milt Perlow ("Perlow"), the shopping center's manager, proposed that Evans transfer his interest in the shopping center to a limited partnership in order to refinance the loan on the shopping center to take advantage of the lender's (First Nationwide Bank's) offer to reduce the first deed of trust on the shopping center by \$445,000 if West Lane Plaza was refinanced. West Lane Plaza was having financial difficulties with its cash flow. Perlow recommended the transfer to a limited partnership in order to access the reduction offered by First Nationwide because he believed it would be easier for a limited partnership, in which Evans was a limited partner, to obtain a loan to refinance the property than for West Lane Plaza's general partnership to secure financing, because Evans, was unemployed and had no assets to support a refinance of the property. Evans as an individual owned 70.2 % of West Lane Plaza and could not qualify for a loan to refinance West Lane Plaza. Perlow was offering his own credit to refinance the property and advantage himself, Evans and M. Perkins, the other owner.

On February 10, 1997, Evans attended a meeting at respondent's office, with Milt Perlow, and his brother, Bill, to discuss the refinance proposal. Evans decided not to refinance at this point accepting the recommendation of his brother Bill, rejecting Perlow's advice. On February 13, 1997, Perlow wrote to Evans, asking him to reconsider the refinance and warning Evans that if he failed to do so, West Lane Plaza would likely "be lost to the bank." Evans declined to reconsider the refinance package Perlow offered.

On or about February 10, 1997, Evans asked respondent about a \$220,000 payment that appeared on the West Lane escrow statement. Respondent told Evans the \$220,000 was a

syndicator fee. Evans had paid \$158,000 of this fee. Respondent failed to disclose either the existence of or amount of the syndicator fee to Evans at the time of his investment in West Lane Plaza. This syndicator fee appeared in the escrow documents and on Evans' statement provided by the title company at close of escrow. At the title company's office, at close of escrow, Evans never inquired about this syndicator's fee, all of which went to the syndicator and was shared by the other 2 investors in West Lane Plaza in proportion to their investment.

In or about March 1999, Evans, Bill, respondent and Perlow met in respondent's office to determine what was happening with the shopping center. By the end of 1999, Evans forced the resignation of Perlow as manager of the shopping center and appointed his brother, Bill to be the manager of West Lane Plaza. The cash flow of West Lane Plaza deteriorated during Bill's management of West Lane Plaza, in part because Perlow no longer loaned it money to overcome difficult times, as Perlow had done in the past.

On February 2, 2001, West Lane Plaza went into foreclosure and Evans lost his entire investment. At no time after Evans invested in it, did West Lane Plaza generate \$5,000 per month in income as David Rosenbaum, Intrust's vice president, had suggested it would.

Newman Property:

After recommending that Evans invest in West Lane Plaza, respondent recommended that Evans invest in a 40 acre unimproved parcel of land in Newman, California, with the remaining \$96,000 that Evans generated from the sale of property he had inherited from his parents. Like West Lane Plaza, Evans wished to avoid a taxable event on the \$96,000 and therefore wanted to participate in a Starker exchange.

On or about March 30, 1989, respondent and Michael Cambra ("Cambra"), respondent's client, bought approximately forty (40.1) acres in Newman for \$123,000. Title to "Newman" was taken in respondent's name at the request of Cambra. Respondent contributed \$29,000 cash. Respondent agreed to assume an existing loan secured by the property for \$45,000 and a second mortgage on the property in the seller's favor in the amount of \$57,000. At the end of the transaction, there were \$102,000 worth of loans against the Newman property. Respondent and Cambra agreed that Cambra would own 50% of the property and respondent 40%. Cambra had a long standing relationship with Hilda Vierra ("Vierra") and had been farming the property when he learned that Vierra wanted to sell the property at what Cambra believed was an attractive price. Cambra contributed no cash toward the purchase price of Newman, but did bring the property to Camp. \$7,000 of back rent that Cambra owed to Hilda Vierra was rolled into the purchase price of Newman.

Before Evans purchased a 20% undivided interest in Newman, Evans visited Newman with respondent to view it and the adjacent subdivision that was being erected. A number of homes in the adjacent subdivision had been erected and were occupied. Respondent told Evans that development would be "coming right through there". Respondent did not tell Evans that the subdivision was in the city of Newman and that the forty acres were not. Respondent told Evans that the investment was a good deal, urged Evans to invest in Newman, but did not tell Evans

there were risks associated with it. Respondent did not tell Evans that the property was encumbered with \$102,000 worth of liens.

On April 12, 1989, upon the advice of respondent, Evans invested \$96,000 to acquire a 20% interest in the Newman property. Despite the fact that Evans' \$96,000 contribution constituted almost the entire purchase price paid by respondent and Cambra, respondent owned a 32% interest in the property, Cambra owned 48% of the property, and Evans owned 20%, representing eight acres of the total parcel.

Respondent reimbursed himself the entire amount of his \$29,000 investment in the property and kept the remaining \$67,000 Evans put into the property. None of the proceeds of the sale to Evans went toward paying down the \$102,000 lien.

Evans was not aware that Camp was planning to be an owner of the property. He believed he would be in business with Cambra only. Evans was unaware that respondent and Cambra had purchased the entire 40 acres for \$123,000, or approximately \$3,200 per acre, just two weeks prior to this investment. Evans was not aware of the terms of the purchase made by respondent and Cambra. Respondent told Evans that the transaction was fair and reasonable.

The terms of the Newman property transaction were not fair and reasonable to Evans because (1) Evans paid \$96,000 for a 20% interest in the property when the total cost for the parcel was only \$123,000; and (2) respondent and Cambra kept Evans' money for themselves, thereby not reducing the liens on the property.

On or about April 13, 1989, respondent wrote Evans a letter regarding the purchase of the Newman property. Respondent did not fully disclose the terms of the transaction in the letter, i.e., the purchase price he paid or the debt on the property. Evans signed the letter on April 14, 1989 and therefore, was not given a reasonable opportunity to seek the advice of an independent lawyer of his choice regarding the transaction.

Between April 13, 1999 and August 1994, respondent made the loan payments on the Newman property himself. In August, 1994, respondent was unable to continue making payments on the debts on the Newman property and the lien holder began foreclosure proceedings. Respondent told Evans that there was no development going on in Newman and that the property was going into foreclosure.

Respondent proposed that they deed their interest in the property to an entity owned by respondent call West Side Transfer Service, Inc. ("West Side"), to facilitate a Chapter 11 proceeding so that the property would not be lost. Respondent then filed a Chapter 11 Bankruptcy Petition for West Side and the property was saved from foreclosure.

Over the next two years West Side sold three acre parcels of the Newman property to pay off the debts on the property. Evans did not receive any of the proceeds. Subsequent to these transactions, Cambra and Camp paid off the balance of all debts on the property and separated their interest.

On or about November 26, 1996, West Side transferred the remaining 17 acres of the Newman property back to respondent, titled as his sole and separate property. At that time, respondent advised Evans that his eight acres now represented 47% of the residual property, which it did. On November 9, 1998 Camp grant deeded an undivided 47.06 % interest in the

Newman property to Evans, which represented roughly 8 acres of the property. This left Camp with approximately 9.1 acres of the original Newman parcel.

In 2000 Evans filed an action against respondent alleging, inter alia, fraud, negligence, and legal malpractice. *Thomas Evans, v. Thomas Camp*, Contra Costa Superior Court case number C00-00729. A jury found that respondent had defrauded Evans in both the West Lane and Newman transactions and that he was negligent and committed legal malpractice in his dealings with Evans. The jury awarded \$1,563,414 to Evans. The trial judge, the Honorable David Flinn, imposed a constructive trust whereby respondent would deed his interest in the Newman property to Evans. The appellate court affirmed the judgment.

On September 29, 2005, in compliance with the constructive trust imposed by the Hon. David Flinn, Camp grant deeded his interest in Newman, representing approximately 9.1 acres, to Evans. Evans had paid \$12,300 per acre for his original 8 acres in the 40 acre Newman parcel. When Camp grant deeded his 9.1 acres of Newman property to Evans, the property had appreciated in value to between \$45,000 and \$60,000 an acre. The 9.1 acres Camp deeded to Evans had a value of between \$405,000 and \$540,000. Evans' 8 acres was worth between \$360,000 and \$480,000. The value of the combined parcels owned by Evans is now worth at least between \$765,00 and \$1,200,000.

CONCLUSIONS OF LAW.

West Lane Plaza

By not explaining to Evans that the syndicator's fee would be paid to Intrust, Inc., the syndicator, and not to Evans' investment in West Lane Plaza, and by overstating the amount of income the investment would generate, upon which Evans relied to invest in said shopping center, respondent breached the fiduciary duties owed to his client in wilful violation of section 6068(a) of the Business and Professions Code.

Newman

By misrepresenting the potential appreciation of the Newman property, and how much he had paid per acre for the property, respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of section 6106 of the Business and Professions Code.

By not informing Evans that he had an adverse interest in the Newman property and not advising Evans he could seek the advice of an independent attorney in connection with the Newman transaction, respondent knowingly acquired an ownership or other pecuniary interest adverse to his client without complying with the requirements that the transaction and its terms were fair

and reasonable to the client; the transaction or acquisition and its terms were fully disclosed and transmitted in writing to the client in a manner which should reasonably have been understood by the client; and without giving the client a reasonable opportunity to seek the advice of an independent counsel of the client's choice in wilful violation of rule 5-101 of the former Rules of Professional Conduct.

PENDING PROCEEDINGS.

The disclosure date referred to, on page one, paragraph A.(7), was December 19, 2005

STATE BAR ETHICS SCHOOL.

Because respondent has agreed to attend State Bar Ethics School as part of this stipulation, respondent may receive Minimum Continuing Legal Education credit upon the satisfactory completion of State Bar Ethics School.

RESTRICTIONS WHILE ON ACTUAL SUSPENSION.

1. During the period of actual suspension, respondent shall not:
 - a. Render legal consultation or advice to a client;
 - b. Appear on behalf of a client in any hearing or proceeding or before any judicial officer, arbitrator, mediator, court, public agency, referee, magistrate, commissioner, or hearing officer;
 - c. Appear as a representative of a client at a deposition or other discovery matter;
 - d. Negotiate or transact any matter for or on behalf of a client with third parties;
 - e. Receive, disburse, or otherwise handle a client's funds; or
 - f. Engage in activities which constitute the practice of law.
2. Respondent shall declare under penalty of perjury that he or she has complied with this provision in any quarterly report required to be filed with the Probation Unit, pertaining to periods in which the respondent was actually suspended from the practice of law.

SUSPENSION NOTIFICATION REQUIREMENTS.

1. Within the first thirty days following commencement of probation, respondent shall

provide written notifications concerning the suspension by registered or certified mail, return receipt requested, to:

- a. all clients being represented in pending matters;
 - b. any co-counsel;
 - c. any opposing counsel or unrepresented opposing parties; and
 - d. the court, agency or tribunal in which any active litigation is pending.
2. The notification shall state the following:
- a. that the respondent has been suspended from the practice of law;
 - b. the effective date of the suspension;
 - c. the length of the suspension;
 - d. the respondent's consequent ineligibility to render legal services during the period of the suspension; and
 - e. in notifications to clients, any urgency in seeking the substitution of other legal counsel.
3. Within the first forty days following commencement of probation, respondent shall file an affidavit (or declaration in conformity with the requirements of California Code of Civil Procedure section 2015.5) with the Probation Unit showing that respondent has fully complied with these provisions.
4. Respondent shall maintain complete records of the notifications and the certified or registered mailings and shall provide such records upon the request of the Office of the Chief Trial Counsel.

(Do not write above this line.)

In the Matter of THOMAS CAMP # 42007	Case number(s): 98-0-0368
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SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts, Conclusions of Law and Disposition.

12/20/05
Date

[Signature]
Respondent's signature

THOMAS CAMP
Print name

12/19/05
Date

[Signature]
Respondent's Counsel's signature

Howard Melamed
Print name

12
Date

Deputy Trial Counsel's signature


Print name

(Do not write above this line.)

In the Matter of THOMAS CAMP #42007	Case number(s): 98-0-0368
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SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts, Conclusions of Law and Disposition.

Date	Respondent's signature	THOMAS FARADAY CAMP Print name
Date	Respondent's Counsel's signature	HOWARD MELAMED Print name
15/20/05 Date	 Deputy Trial Counsel's signature	ERICA L.M. DENNINGS Print name

(Do not write above this line.)

In the Matter of THOMAS FARADAY CAMP	Case number(s): 98-O-00368
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ORDER

Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- All Hearing dates are vacated.

Modifications:

1. On Page 5, the "x" inserted in the box next to paragraph (1) of section E is deleted. There are no conditions attached to respondent's actual suspension that render it necessary to have a conditional standard 1.4(c)(ii) requirement.
2. On Page 10, in the first sentence of the sixth full paragraph, "April 13, 1999" is deleted and replaced with "April 13, 1994."
3. On page 12, under "Conclusions of Law" in the Newman matter, reference to rule 5-101 of the former Rules of Professional Conduct are to the rules in effect from January 1, 1975 to May 26, 1989.
4. On pages 12 through 13, the "Suspension Notification Requirements" section is deleted. This appears to be a rewording of the requirements of rule 955, California Rules of Court, with slight modifications. In order to avoid any confusion, this section is deleted. However, respondent is required to fully comply with all requirements of rule 955 of the California Rules of Court as set forth on page 6 of the Stipulation. Respondent's failure to comply with the provisions of rule 955 constitutes a cause for disbarment or suspension and for revocation of any pending probation. (Cal. Rules of Court, rule 955(d).)

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 135(b), Rules of Procedure.) **The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 953(a), California Rules of Court.)**

Date

1/20/06


JOANN M. REMKE
Judge of the State Bar Court

CERTIFICATE OF SERVICE
[Rule 62(b), Rules Proc.; Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, on January 20, 2006, I deposited a true copy of the following document(s):

**STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION
AND ORDER APPROVING**

in a sealed envelope for collection and mailing on that date as follows:

- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at San Francisco, California, addressed as follows:

**HOWARD RICHARD MELAMED
319 LENNON LN
WALNUT CREEK CA 94598 2418**

- by interoffice mail through a facility regularly maintained by the State Bar of California addressed as follows:

ERICA L. M. DENNINGS, Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on **January 20, 2006.**



Bernadette C. O. Molina
Case Administrator
State Bar Court