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State Bar Court of California
Hearing Department
San Francisco
PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES

Counsel For The State Bar	Case Number (s)	(for Court's use)
Mark Hartman **The State Bar of California** **180 Howard Street** **San Francisco, California 94105** **Telephone: (415) 538-2559** Bar #	**06-O-15439** **07-O-11299** PUBLIC MATTER FILED AUG 10 2009 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO	CONFIDENTIAL LODGED JUN 30 2008 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
In Pro Per Respondent **Clyde O. West** Bar # **51796**		
In the Matter Of: **Clyde O. West** Bar # **51796** A Member of the State Bar of California (Respondent)	Submitted to: **Program Judge** **STIPULATION RE FACTS AND CONCLUSIONS OF LAW** ☐ 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 **January 5, 1972**.

(2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition (to be attached separately) are rejected or changed by the Supreme Court. However, if Respondent is not accepted into the Lawyer Assistance Program, this stipulation will be rejected and will not be binding on the Respondent or the State Bar.

(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, except for Probation Revocation proceedings. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of **13** pages, excluding the order.

(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) 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.

(7) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7 and will pay timely any disciplinary costs imposed in this proceeding.

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 **98-O-03266, 99-O-13243, and 00-O-12102.**

(b) ☒ Date prior discipline effective **June 15, 2002**

(c) ☒ Rules of Professional Conduct/ State Bar Act violations: **Rules 3-300, 3-500, 3-700(D)(1), 4-100(A), and 4-100(B)(4) of the Rules of Professional Conduct and section 6106 of the Business and Professions Code.**

(d) ☒ Degree of prior discipline **(1) stayed suspension for three years and until compliance with standard 1.4(ii) and restitution and (2) probation for three years, conditioned on actual suspension for six months and until restitution.**

(e) ☐ If Respondent has two or more incidents of prior discipline, use space provided below:

(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. **See page 12.**

(5) ☒ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct. **See page 12.**

(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. **See page 12.**

(7) ☒ **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. **See page 12.**

(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.

(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:

ATTACHMENT TO

STIPULATION RE FACTS AND CONCLUSIONS OF LAW

In the Matter of:	**Clyde O. West**
Membership No.:	**51796**
State Bar Case Nos.:	**06-O-15439** **07-O-11299**

FACTS

Respondent admits that the following facts are true:

Case No. 06-O-15439

1. Respondent represented Irene Thorstad ("Thorstad") in several different legal matters including: (a) in October of 2003, creating and funding a living trust and preparing a durable power of attorney for health care; (b) in 2003 a claim against Food for Less arising out of a slip and fall incident; (c) in January 2006 an eviction proceeding for Thorstad's rental property at 3521 Caballero Lane; and (d) collecting on a judgment of approximately $3,000 Thorstad held against her former tenants, including Don Lowery.

2. On December 30, 2001, Thorstad hired the Law Office of Richard Staff to represent her in a personal injury case against Fleming Companies, Inc., an Oklahoma Corporation d.b.a. Antelope Food 4 Less.

3. The Antelope Food 4 Less was insured for injuries such as Thorstad's. The third party administrator for the insuror was ESIS.

4. ESIS assigned Thorstad's claim no. 3931-781-972895-0.

5. On June 17, 2002, ESIS offered to settle Thorstad's claim for $800.

6. On December 24, 2002, the Law Office of Richard Staff filed *Thorstad v. Fleming Companies, Inc.*, in Sacramento County Superior Court case no. 02AM11169.

7. On January 14, 2003, respondent on behalf of the Law Offices of Richard Staff, faxed a request for medical billing information related to Thorstad's injuries at the Antelope Food 4 Less.

8. In February 2003, respondent became the attorney assigned by Richard Staff to represent Thorstad in the *Thorstad v. Fleming Companies* matter. Respondent, however never formally substituted into the matter.

9. On April 1, 2003, Fleming Companies, Inc. filed for bankruptcy.

10. On April 14, 2003, respondent received notice from Fleming Companies, Inc.'s bankruptcy counsel regarding the bankruptcy and the automatic stay of *Thorstad v. Fleming Companies, Inc.* With this notice was a pleading titled Suggestion of Bankruptcy and Notice of Stay of Proceeding Pursuant to California Rules of Court.

11. In order for Thorstad's claim to survive the bankruptcy, respondent needed to file a Proof of Claim on Thorstad's behalf in the bankruptcy proceeding. Respondent knew or should have known that he needed to file a Proof of Claim on Thorstad's behalf to preserve her rights arising out of the slip and fall at the Antelope Food 4 Less.

12. At no time after April 14, 2003, did respondent file Thorstad's Proof of Claim in the bankruptcy proceeding. The time to file a claim has now lapsed.

13. As a result of respondent's failure to file Thorstad's Proof of Claim in the bankruptcy proceeding, Thorstad's claim was lost.

14. On October 13, 2003, Thorstad paid respondent $1,500 in advanced fees for the preparation and funding of her living trust and preparing a durable power of attorney for health care. Respondent was to fund the trust with Thorstad's assets. Respondent agreed to prepare and fund the living trust and prepare the Durable Power of Attorney for Health Care. Respondent received the $1,500 in advanced fees.

15. On October 29, 2003, Thorstad provided respondent with a list of the items to be put in her living trust and the person entitled to each item. Thorstad also provided respondent with the grant deed number, parcel number and lot number for seven properties to be titled in the trust. Respondent received this information, but failed to follow Thorstad's directions. Respondent failed to properly place the described properties in the trust.

16. On January 13, 2004, Thorstad executed the trust provided by respondent. Respondent did not transfer Thorstad's bank accounts into the trust as Thorstad had directed. Thorstad's real property was not re-titled in the name of the trust as respondent had been directed, nor were the grant deeds notarized, nor were all of the parcel numbers correct.

17. Between October 13, 2003, and July 21, 2007, respondent failed to complete and fund Thorstad's living trust. Specifically respondent misidentified parcel numbers when titling real property into the trust; failed to title Thorstad's bank accounts and Certificates of Deposit into the trust; and failed to change the named 1st and 2nd trustee of the trust. In addition respondent failed to provide Thorstad with a Durable Power of Attorney for Health Care.

18. Respondent's work on the trust was so deficient as to be worthless to Thorstad.

19. Because of the errors in the Living Trust, Thorstad will need to hire another attorney to redo and properly fund the trust and also prepare the durable power of attorney for health.

20. On January 11, 2006, Thorstad hired respondent to represent her interests as the landlord in an unlawful detainer action. The case was against residential tenants at 3521 Caballero Lane. On January 11, 2006 Thorstad paid respondent $695.00 for the filing fee and attorney's fee in the unlawful detainer complaint. Respondent agreed to represent Thorstad in the unlawful detainer action and received the fee.

21. On February 7, 2006, respondent filed *Thorstad vs Adams*, Sacramento Superior Court case no. 06UD00955. The complaint requested $1,900 in past-due rent, attorney fees, damages according to proof and late fees.

22. On March 1, 2006, respondent reported on Thorstad's behalf to the Sacramento Count Sheriff's Department the theft of a dishwasher, cooking range and other items from 3521 Caballero Lane, by the tenants. The estimate of the items stolen was $2,723.40. Respondent knew of Thorstad's loss, but did not amend the unlawful detainer complaint to include a damages claim for the stolen items.

23. On March 3, 2006, Patrick Alexander of the Alexander Agency filled out the Proof of Person Service in *Thorstad vs. Adams*. Subsequently he provided the proof of service to respondent. Respondent received the proof of service.

24. In March 2006, the tenants vacated 3521 Caballero Lane.

25. In the end of April 2006, respondent informed Thorstad that she needed to pay $200 to the "Alexander Agency" in order for the Alexander Agency to serve the tenants with the unlawful detainer complaint and for photographs of the property. Subsequently, as instructed, Thorstad wrote check no. 2726 in the amount of $200 made payable to the "Alexander Agency."

26. Between March 2006 and July 2007, respondent took no action in *Thorstad vs. Adams*. Respondent did not amend the complaint to include the stolen dishwasher and cooking range, nor did respondent attempt to obtain a default judgment against the tenants.

27. In 1998 Thorstad obtained a judgment against Don Lowery for in excess of $3,000. The judgment was an unlawful detainer complaint filed in Sacramento Superior Court, case no. 98UD04099.

28. In 2006, respondent agreed to represent Thorstad in collecting on the judgment against Don Lowery. Respondent took all Thorstad's papers and property relating to the judgment against Don Lowery.

29. Since agreeing to collect on the judgment against Don Lowery, respondent has not collected on the judgment, nor has he taken any steps to collect on the judgment.

30. In April or May 2006, respondent contacted Thorstad to discuss the various matters in which he represented her. Thorstad terminated respondent's services in her various matters and requested her papers and property. In that discussion respondent informed Thorstad that he would let her know when she could pick up her papers and property for the various matters in which respondent had agreed to provide legal services to her. Subsequently respondent failed to contact Thorstad to let her know when she could retrieve her papers and property.

31. After respondent's conversation with Thorstad in April or May 2006, respondent ceased communicating with Thorstad. After the conversation in April or May 2006, Thorstad would leave telephone messages at respondent's office number, approximately every other day through June 12, 2006. In her messages Thorstad requested status updates on respondent's legal work in her various matters and also requested the return of her papers and property. Respondent received these messages, but did not reply.

32. On June 19, 2006, Thorstad wrote respondent and requested her papers and property for the various matters in which respondent had agreed to provide legal services to her. Respondent received this letter, but did not respond nor did he return Thorstad's papers and property.

33. On January 30, 2007, Irene Thorstad wrote respondent and requested the return of her papers and property for the various matters in which respondent had agreed to provide legal services to her. Respondent received this letter, but did not respond nor did he return Thorstad's papers and property.

34. On or about April 14, 2003, respondent was informed of the bankruptcy affecting the litigation in *Thorstad v. Fleming Companies*.

35. Respondent knew or should have known that he needed to file a Proof of Claim in the bankruptcy litigation affecting the litigation in *Thorstad v. Fleming Companies*.

36. Respondent did not file the Proof of Claim.

37. Respondent never informed Thorstad that he failed to file the Proof of Claim.

38. Respondent never informed Thorstad that he would not pursue a judgment in *Thorstad vs. Adams*.

39. Respondent never informed Thorstad that he would not collect on the judgment against Dan Lowery.

40. Respondent never informed Thorstad that he would not correct the errors he made in the Living Trust.

41. Respondent never informed Thorstad that the seven deeded pieces of real property had not been properly titled in the Living Trust.

42. Between April 2006 and June 2006, Thorstad repeatedly telephoned respondent at his office, leaving messages requesting a status update on her various matters and also requesting the return of her files. Respondent received these messages, but did not return the call or otherwise provide a status update on the various legal matters.

43. Thorstad wrote to respondent requesting performance on the various legal matters, the return of her files and status updates, by letter on or about: June 13, 2006, June 19, 2006, and January 30, 2007. Respondent received these letters, but did not reply, did not return Thorstad's papers and property, and did not otherwise provide a status update.

44. Between on or about June 19, 2006 and January 30, 2007, Thorstad telephoned respondent at his office on numerous occasions, leaving messages asking for her files and a status update on her various matters. Respondent received these messages, but did not return Thorstad's files nor did he return her calls or otherwise provide a status update.

45. Thorstad telephoned respondent at his office number asking for the return of her files and a status update on her various matters on the following dates: July 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 2007. Respondent either received these messages or his mail box was full so that a message could not be left. Despite receiving Thorstad's requests for her files and a status update, respondent failed to return the files and failed provide any information regarding her various matters.

46. Respondent's legal work for Thorstad in drafting her trust, funding the trust, titling her property in the trust and creating her durable power of attorney for health were so deficient as to be worthless to Thorstad.

47. Respondent provided no service of value to Thorstad in the drafting and funding of her trust and durable power of attorney for health. Respondent did not earn any of the advanced fees paid by Thorstad. At no time did respondent refund any of the $1,500 paid by Thorstad.

48. Since at least January 2007, Thorstad has requested that respondent refund the unearned $1,500 or finish the work. Respondent knows that Thorstad wants a refund of the unearned $1,500 or the work to be completed. To date respondent has neither finished the work nor has he refunded any portion of the $1,500 in advanced fees.

49. By neither completing nor working on the living trust and durable power of attorney for health care, on the claim against Food for Less arising out of a slip and fall incident, on the January 2006 eviction proceeding for Thorstad's rental property at 3521 Caballero Lane,

and the collection of an approximately $3,000 judgment against former tenants, including Don Lowery, from July 2006 through present, respondent constructively terminated his employment with Thorstad. Respondent did not inform Thorstad of his intent to withdraw from representation or take any other steps to avoid reasonably foreseeable prejudice to Thorstad.

Case No. 07-O-11299

50. On November 1, 2005, Lissa Souther ("Souther") hired respondent to represent her in a dissolution of marriage. At that time Souther's dissolution matter had already been filed in Sacramento County Superior Court, case no. 05FL01883.

51. On November 14, 2005, respondent filed a substitution of attorney form for Souther's marital dissolution matter, substituting into the matter on behalf of Souther.

52. On February 1, 2006, respondent and Souther entered into and signed a "Flat Fee Agreement." The agreement provided for respondent to receive a flat fee of $2,250 for the dissolution of marriage, but did not include fees for a trial if one occurred in the matter. Respondent agreed in his fee agreement to provide all legal services short of trial in the matter for $2,250. All the terms of the agreement were contained in the "Flat Fee Agreement" created by respondent.

53. On February 7, 2006, Souther's former counsel, refunded to respondent on behalf of Souther $3,000. Souther authorized respondent to retain $2,250 of the $3,000 and respondent provided the remaining $750 to Souther.

54. From February 1, 2006, through August 2, 2006, respondent performed some legal work for Souther.

55. In May 2006, respondent and Souther met with opposing counsel and the opposing party to the dissolution to discuss and finalize the details of the dissolution.

56. In June 2006, respondent worked toward obtaining an appraisal of the community property real estate. The appraisal was to take place on June 23, 2006. Thereafter respondent ceased to work on Souther's dissolution matter, performed no legal work on Souther's dissolution matter and failed to communicate with Souther regarding the dissolution matter.

57. In July 2006, Souther left several messages on respondent's office telephone requesting a status update on the dissolution. Respondent received these messages, but did not provide Souther with a status update by telephone or otherwise.

58. In August 2006, Souther left several messages on respondent's office telephone requesting a status update on the dissolution. Respondent received these messages, but did not provide Souther with a status update by telephone or otherwise.

59. In September 2006, Souther left several messages on respondent's office telephone requesting a status update on the dissolution. Respondent received these messages, but did not provide Souther with a status update by telephone or otherwise.

60. On September 12, 2006, Souther wrote respondent at his membership records address, 3838 Watt Ave. Bldg. D, Suite 402, P.O. Box 214630, Sacramento, CA 95821-0630. Souther stated: "In our agreement, dated February 1st, 2006, I paid to you the sum of $2,250.00 for your legal representation, with the understanding that you would, keep me informed of all proceedings and developments, represent my interests, and settle the matter in a timely manner. As I write this letter, seven months later, none of the above has occurred. ¶ Todd Souther (husband/defendant) and I have been in relative agreement on the proceedings and yet this matter continues to be ignored . . . We need to be informed of and able to negotiate the support payments, and to understand and come to agreement concerning the value and options concerning our Mojave Drive residence. Clyde, I would like an accounting of the time spent and the duties performed as of today, September 12th 2006." Respondent received this letter, but did not reply. Subsequently respondent failed to provide an accounting or work on Souther's dissolution.

61. In October 2006, respondent telephoned Souther. Respondent set a time for him to meet with Souther. On the date set for the meeting respondent spoke with Souther and cancelled the meeting due to an unspecified emergency. During this conversation Souther terminated respondent's services, requested an accounting of the hours worked on the dissolution matter, a refund of the remaining advanced fees and her file. Respondent agreed to provide an accounting, return the file and provide a refund. Respondent to date has failed to provide an accounting. Thereafter Souther left several messages in October 2006, requesting a status update on the dissolution and her file. Respondent received these messages, but did not provide Souther with a status update by telephone or otherwise.

62. In November 2006, Souther left several messages on respondent's office telephone requesting a status update on the dissolution and requesting the return of her file. Respondent received these messages, but did not provide Souther with a status update by telephone or otherwise.

63. In December 2006, over a month after Souther terminated his services, respondent returned to Souther her client file.

64. On February 12, 2007, Souther wrote respondent at his membership records address, 3838 Watt Ave. Bldg. D, Suite 402, P.O. Box 214630, Sacramento, CA 95821-0630. Souther stated that respondent had not billed her on a monthly basis as stated in the Flat Fee Agreement and also that respondent had not worked on the dissolution since May 2006. Souther, in her letter, demanded a refund of her advanced fees in the amount of $2,250. Respondent received this letter, but did not reply nor did he refund the unearned fees.

CONCLUSIONS OF LAW

Respondent admits that he is culpable of the following violations of the State Bar Act and the Rules of Professional Conduct:

Case No. 06-O-15439

1. By not filing the Proof of Claim in *Thorstad v. Fleming Companies, Inc.*, by not otherwise pursuing Thorstad's claim against Fleming Companies, by not properly funding the living trust and preparing the durable power of attorney for health care, by not pursuing a default judgment in *Thorstad vs. Adams* and by not attempting to collect on the judgment against Dan Lowery, respondent intentionally, recklessly and repeatedly failed to perform legal services with competence in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

2. By not informing Thorstad that he had failed to file the Proof of Claim in *Thorstad v. Fleming Companies, Inc.*, that he would not pursue judgment in *Thorstad vs. Adams*, that he would not complete the legal work on Thorstad's living trust and Power of Attorney for Health Care, and that he would not collect on the judgment against Dan Lowery, respondent failed to keep his client reasonably informed of significant developments in the client's matter in wilful violation of Business and Professions Code section 6068, subdivision (m).

3. By not replying to Thorstad's numerous written and telephonic requests for status updates, respondent failed to respond to his client's reasonable status inquiries in wilful violation of Business and Professions Code section 6068, subdivision (m).

4. By not giving Thorstad notice of his termination of employment and not taking steps to protect her rights, respondent failed, at the end of his employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client's right in wilful violation of rule 3-700(A)(2) of the Rules of Professional Conduct.

5. By not refunding $1,500 in advance fees to Thorstad, respondent failed, at the end of his employment, to refund unearned advance fees to his client in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 07-O-11299

6. By not completing Souther's marital dissolution between November 2005 and October 2006, by not working on Souther's marital dissolution between July and October 2006, and by not finalizing the marital dissolution and related matters, respondent intentionally, recklessly, and repeatedly failed to perform legal services with competence in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

7. By not responding to Souther's telephone calls and letters, respondent failed to respond to Souther's reasonable status inquiries in wilful violation of Business and Professions Code section 6068, subdivision (m).

8. By not providing Souther with an accounting of the advanced fees, respondent failed to promptly render appropriate accounts to his client regarding client funds coming into his possession in wilful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.

AGGRAVATING CIRCUMSTANCES

Prior Record of Discipline: Respondent has a prior record of discipline in case numbers 98-O-03266, 99-O-13243, and 00-O-12102.

Multiple Acts of Misconduct: Respondent committed multiple acts of misconduct in case numbers 06-O-15439 and 07-O-11299 ("the current cases").

Significant Harm: Respondent significantly harmed Thorstad and Souther by the acts of misconduct discussed above.

Indifference: Respondent demonstrated indifference toward rectifying or atoning for the consequences of his misconduct toward Thorstad and Souther, as discussed above.

Lack of Cooperation: Respondent displayed lack of cooperation with Thorstad and Souther, as discussed above.

DATE OF DISCLOSURE OF ANY PENDING INVESTIGATION OR PROCEEDING

June 23, 2008 DRS

On ~~April 11, 2008~~, the State Bar faxed a disclosure letter to respondent. In this letter, the State Bar advised respondent of any pending investigation or proceeding not resolved by this Stipulation re Facts and Conclusions of Law.

(Do not write above this line.)

In the Matter of	Case number(s):
Clyde O. West, **No. 51796,** **A Member of the State Bar.**	**06-O-15439** **07-O-11299**

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 and Conclusions of Law.

Respondent enters into this stipulation as a condition of his/her participation in the Program. Respondent understands that he/she must abide by all terms and conditions of Respondent's Program Contract.

If the Respondent is not accepted into the Program or does not sign the Program contract, this Stipulation will be rejected and will not be binding on Respondent or the State Bar.

If the Respondent is accepted into the Program, upon Respondent's successful completion of or termination from the Program, this Stipulation will be filed and the specified level of discipline for successful completion of or termination from the Program as set forth in the State Bar Court's Statement Re: Discipline shall be imposed or recommended to the Supreme Court.

06/30/08 Date	Respondent's Signature	Clyde O. West Print Name
Date	Respondent's Counsel Signature	Print Name
6/30/2008 Date	Deputy Trial Counsel's Signature Supervising	~~Mark Hartman~~ Donald Steedman Print Name

(Do not write above this line.)

In the Matter Of	Case Number(s):
Clyde O. West, **No. 51796,** **A Member of the State Bar.**	**06-O-15439** **07-O-11299**

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:

- [x] The stipulation as to facts and conclusions of law is APPROVED.
- [ ] The stipulation as to facts and conclusions of law is APPROVED AS MODIFIED as set forth below.
- [ ] All court dates in the Hearing Department are vacated.

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; or 3) Respondent is not accepted for participation in the Program or does not sign the Program Contract. (See rule 135(b) and 802(b), Rules of Procedure.)

June 30, 2008
Date

Pat McElroy
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 November 2, 2009, I deposited a true copy of the following document(s):

DECISION AND ORDER SEALING CERTAIN DOCUMENTS
STIPULATION RE FACTS AND CONCLUSIONS OF LAW

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:

CLYDE OLIVER WEST
P O BOX 214630
SACRAMENTO, CA 95821 - 0630

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

ERICA DENNINGS , Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on November 2, 2009.

Lauretta Cramer
Case Administrator
State Bar Court