



# PUBLIC MATTER

## FILED

MAY 22 2015

STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

1 STATE BAR OF CALIFORNIA  
 2 OFFICE OF THE CHIEF TRIAL COUNSEL  
 3 JAYNE KIM, No. 174614  
 4 CHIEF TRIAL COUNSEL  
 5 JOSEPH R. CARLUCCI, No. 172309  
 6 DEPUTY CHIEF TRIAL COUNSEL  
 7 MELANIE J. LAWRENCE, No. 230102  
 8 ASSISTANT CHIEF TRIAL COUNSEL  
 9 MIA R. ELLIS, No. 228235  
 10 SUPERVISING SENIOR TRIAL COUNSEL  
 11 ELI D. MORGENSTERN, No. 190560  
 12 SENIOR TRIAL COUNSEL  
 13 845 South Figueroa Street  
 14 Los Angeles, California 90017-2515  
 15 Telephone: (213) 765-1334

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

11 In the Matters of:	)	Case Nos. 14-O-04337, 14-O-02259, and
12 COURT B. PURDY	)	12-O-18114
13 No. 179132,	)	NOTICE OF DISCIPLINARY CHARGES
14 THEODORE SUMNER WENTWORTH,	)	
15 No. 34042,	)	
16 WILLIAM M. DELLI PAOLI,	)	
17 No. 163759,	)	
18 Members of the State Bar	)	

### NOTICE - FAILURE TO RESPOND!

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

- (1) YOUR DEFAULT WILL BE ENTERED;
- (2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU WILL NOT BE PERMITTED TO PRACTICE LAW;
- (3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION AND THE DEFAULT IS SET ASIDE, AND;
- (4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE. SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN ORDER RECOMMENDING YOUR DISBARMENT WITHOUT FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ., RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

1 The State Bar of California alleges:

2 JURISDICTION

3 1. Curtis B. Purdy ("respondent Purdy") was admitted to the practice of law in the State  
4 of California on December 7, 1995, was a member at all times pertinent to these charges, and is  
5 currently a member of the State Bar of California.

6 2. Theodore Wentworth ("respondent Wentworth") was admitted to the practice of law  
7 in the State of California on January 15, 1963, was a member at all times pertinent to these  
8 charges, and is currently a member of the State Bar of California.

9 3. William M. Delli Paoli ("respondent Paoli") was admitted to the practice of law in the  
10 State of California on February 25, 1993, was a member at all times pertinent to these charges,  
11 and is currently a member of the State Bar of California.

12 GENERAL BACKGROUND

13 4. At all times relevant to the charges herein, respondents Purdy, Wentworth, and Paoli  
14 were partners in a law firm called Wentworth, Paoli & Purdy, LLP (the "firm").

15 5. Respondents Purdy, Wentworth, and Paoli were signatories on the firm's client trust  
16 account at First Regional Bank, account no. xxxxx1916.<sup>1</sup> On or about January 29, 2010, First  
17 Regional Bank became First Citizens Bank.

18 6. On or about June 29, 2010, respondents Purdy, Wentworth, and Paoli, on behalf of  
19 the firm, opened a new client trust account at Premier Commercial Bank, account no.  
20 xxxxx2005.<sup>2</sup> Respondents Purdy, Wentworth, and Paoli were signatories on the Premier  
21 Commercial Bank client trust account. On or about July 30, 2010, respondents Purdy,  
22 Wentworth, and Paoli withdrew all of the funds that they maintained in the First Citizens Bank  
23 client trust account, and deposited those funds in the Premier Commercial Bank trust account.  
24 On or about August 1, 2012, California United Bank purchased Premier Commercial Bank.

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<sup>1</sup> The full account number is omitted for privacy reasons.

28 <sup>2</sup> The full account number is omitted for privacy reasons.

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COUNT ONE

Case Nos. 14-O-04337, 14-O-02259, 12-O-18114  
Rules of Professional Conduct, rule 4-100(A)  
[Failure to Maintain Client Funds in Trust Account]

7. On or about June 29, 2010, respondents Purdy, Wentworth, and Paoli (collectively, “respondents”) received on behalf of their clients, Kelly McCall and Maryam Lotfizadeh-McCall, two settlement checks from Great West Casualty Co. made payable to respondents and Mr. McCall and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$327,460. On or about June 29, 2010, respondents deposited the two settlement checks into their client trust account at Premier Commercial Bank, account no. xxxxx2005<sup>3</sup> on behalf of the clients. After subtracting the respondents’ 40% contingency fee and costs totaling \$40,571.70, the clients or the clients’ medical providers were entitled to \$155,904.30. Respondents failed to maintain a balance of \$155,904.30 on behalf of the clients or the clients’ medical providers in their Premier Commercial Bank client trust account, in willful violation of Rules of Professional Conduct, rule 4-100(A).

COUNT TWO

Case Nos. 14-O-04337, 14-O-02259, 12-O-18114  
Business and Professions Code, section 6106  
[Moral Turpitude - Misappropriation]

8. On or about June 29, 2010, respondents Purdy, Wentworth, and Paoli (collectively, “respondents”) received on behalf of their clients, Kelly McCall and Maryam Lotfizadeh-McCall, two settlement checks from Great West Casualty Co. made payable to respondents and Mr. McCall and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$327,460. On or about June 29, 2010, respondents deposited the two settlement checks into their client trust account at Premier Commercial Bank, account no. xxxxx2005<sup>4</sup> on behalf of the clients. After subtracting the respondents’ 40% contingency fee and litigation expenses totaling \$40,571.70, the clients or the clients’ medical providers were entitled to \$155,904.30. On or about June 7, 2011, before respondents had disbursed any portion of the \$155,904.30 to, or on behalf of, the

<sup>3</sup> The full account number is omitted for privacy reasons.  
<sup>4</sup> The full account number is omitted for privacy reasons.

1 clients or the clients' medical providers, the balance in the Premier Commercial Bank client trust  
2 account was \$12,794.71. Respondents dishonestly or grossly negligently misappropriated for  
3 respondents' own purposes \$143,109.59 that the clients or the clients' medical providers were  
4 entitled to receive, and thereby committed an act involving moral turpitude, dishonesty or  
5 corruption in willful violation of Business and Professions Code, section 6106.

6  
7 COUNT THREE

8 Case Nos. 14-O-04337, 14-O-02259, 12-O-18114  
9 Rules of Professional Conduct, rule 4-100(B)(1)  
[Failure To Notify of Receipt of Client Funds]

10 9. On or about October 26, 2009, respondents Purdy, Wentworth, and Paoli  
11 (collectively, "respondents") received on behalf of their clients, Kelly McCall and Maryam  
12 Lotfizadeh-McCall, two settlement checks from GEICO Insurance made payable to respondents  
13 and Mr. McCall and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$16,666. On or  
14 about October 26, 2009, respondents deposited the two settlement checks into their client trust  
15 account at First Regional Bank, account no. xxxxx1916<sup>5</sup> on behalf of the clients. On or about  
16 June 29, 2010, respondents received on behalf Mr. McCall and Mrs. Lotfizadeh-McCall, two  
17 settlement checks from Great West Casualty Co. made payable to respondents and Mr. McCall  
18 and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$327,460. On or about June 29,  
19 2010, respondents deposited the two settlement checks into their client trust account at Premier  
20 Commercial Bank, account no. xxxxx2005<sup>6</sup> on behalf of the clients. Medical Acquisition  
21 Company ("MAC") managed liens for five of Mr. McCall's medical providers: (i) Biopath  
22 Medical Group; (ii) Fountain Valley Anesthesia Group; (iii) Fountain Valley Regional Medical  
23 Center; (iv) Orange County Medical Group; and (v) Paradigm Group. Respondents failed to  
24 notify MAC, or any of the five aforementioned medical lienholders, of their receipt of  
25 Mr. McCall's settlement funds until in or about the Spring of 2011, in willful violation of Rules  
26 of Professional Conduct, rule 4-100(B)(1).

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<sup>5</sup> The full account number is omitted for privacy reasons.

28 <sup>6</sup> The full account number is omitted for privacy reasons.

COUNT FOUR

Case Nos. 14-O-04337, 14-O-02259, 12-O-18114  
Rules of Professional Conduct, rule 4-100(B)(1)  
[Failure To Notify of Receipt of Client Funds]

10. On or about October 26, 2009, respondents Purdy, Wentworth, and Paoli (collectively, “respondents”) received on behalf of their clients, Kelly McCall and Maryam Lotfizadeh-McCall, two settlement checks from GEICO Insurance made payable to respondents and Mr. McCall and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$16,666. On or about October 26, 2009, respondents deposited the two settlement checks into their client trust account at First Regional Bank, account no. xxxxx1916<sup>7</sup> on behalf of the clients. On or about June 29, 2010, respondents received on behalf Mr. McCall and Mrs. Lotfizadeh-McCall, two settlement checks from Great West Casualty Co. made payable to respondents and Mr. McCall and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$327,460. On or about June 29, 2010, respondents deposited the two settlement checks into their client trust account at Premier Commercial Bank, account no. xxxxx2005<sup>8</sup> on behalf of the clients. Medical Acquisition Company (“MAC”) managed the liens for eight of Ms. Lotfizadeh-McCall’s medical providers: (i) Biopath Medical Group; (ii) Fountain Valley Anesthesia Group; (iii) Fountain Valley Regional Medical Center; (iv) Kevin Yoo, M.D.; (v) Kumar Raja, M.D., (vi) Frank Coufal, M.D. (Orange County Medical Group); (vii) Ronald Schilling, M.D. (Orange County Medical); and (viii) SurgiTech, Inc. Respondents failed to notify MAC, or any of the eight aforementioned medical lienholders, of their receipt of Ms. Lotfizadeh-McCall’s settlement funds until in or about the Spring 2011, in willful violation of Rules of Professional Conduct, rule 4-100(B)(1).

COUNT FIVE

Case Nos. 14-O-04337, 14-O-02259, 12-O-18114  
Rules of Professional Conduct, rule 4-100(B)(4)  
[Failure To Pay Client Funds Promptly]

11. On or about October 26, 2009, respondents Purdy, Wentworth, and Paoli (collectively, “respondents”) received on behalf of their clients, Kelly McCall and Maryam

<sup>7</sup> The full account number is omitted for privacy reasons.

<sup>8</sup> The full account number is omitted for privacy reasons.

1 Lotfizadeh-McCall, two settlement checks from GEICO Insurance made payable to respondents  
2 and Mr. McCall and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$16,666. On or  
3 about October 26, 2009, respondents deposited the two settlement checks into their client trust  
4 account at First Regional Bank, account no. xxxxx1916<sup>9</sup> on behalf of the clients. On or about  
5 June 29, 2010, respondents received on behalf Mr. McCall and Mrs. Lotfizadeh-McCall, two  
6 settlement checks from Great West Casualty Co. made payable to respondents and Mr. McCall  
7 and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$327,460. On or about June 29,  
8 2010, respondents deposited the two settlement checks into their client trust account at Premier  
9 Commercial Bank, account no. xxxxx2005<sup>10</sup> on behalf of the clients. (“MAC”) managed the  
10 liens for five of Mr. McCall’s medical providers: (i) Biopath Medical Group; (ii) Fountain  
11 Valley Anesthesia Group; (iii) Fountain Valley Regional Medical Center; (iv) Orange County  
12 Medical Group; and (v) Paradigm Group. In or around the Spring or Summer of 2011, MAC  
13 requested that respondents pay the medical liens that MAC was managing for Mr. McCall’s  
14 medical providers. Respondents failed to pay promptly, or until on or about October 28, 2011,  
15 and on or about May 10, 2012, any portion of Mr. McCall’s settlement funds in their possession  
16 to MAC, or any of the five aforementioned medical lienholders, in willful violation of Rules of  
17 Professional Conduct, rule 4-100(B)(4).

18 COUNT SIX

19 Case Nos. 14-O-04337, 14-O-02259, 12-O-18114  
20 Rules of Professional Conduct, rule 4-100(B)(4)  
21 [Failure To Pay Client Funds Promptly]

22 12. On or about October 26, 2009, respondents Purdy, Wentworth, and Paoli  
23 (collectively, “respondents”) received on behalf of their clients, Kelly McCall and Maryam  
24 Lotfizadeh-McCall, two settlement checks from GEICO Insurance made payable to respondents  
25 and Mr. McCall and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$16,666. On or  
26 about October 26, 2009, respondents deposited the two settlement checks into their client trust  
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28 <sup>9</sup> The full account number is omitted for privacy reasons.  
<sup>10</sup> The full account number is omitted for privacy reasons.

1 account at First Regional Bank, account no. xxxxx1916<sup>11</sup> on behalf of the clients. On or about  
2 June 29, 2010, respondents received on behalf Mr. McCall and Mrs. Lotfizadeh-McCall, two  
3 settlement checks from Great West Casualty Co. made payable to respondents and Mr. McCall  
4 and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$327,460. On or about June 29,  
5 2010, respondents deposited the two settlement checks into their client trust account at Premier  
6 Commercial Bank, account no. xxxxx2005<sup>12</sup> on behalf of the clients. Medical Acquisition  
7 Company ("MAC") managed the liens for eight of Ms. Lotfizadeh-McCall's medical providers:  
8 (i) Biopath Medical Group; (ii) Fountain Valley Anesthesia Group; (iii) Fountain Valley  
9 Regional Medical Center; (iv) Kevin Yoo, M.D.; (v) Kumar Raja, M.D., (vi) Frank Coufal, M.D.  
10 (Orange County Medical Group); (vii) Ronald Schilling, M.D. (Orange County Medical); and  
11 (viii) SurgiTech, Inc. In or around the Spring or Summer of 2011, MAC requested that  
12 respondents pay the medical liens that MAC was managing for Mrs. Lotfizadeh-McCall's  
13 medical providers. Respondents failed to pay promptly, or until on or about October 28, 2011,  
14 and on or about May 10, 2012, any portion of Mr. Lotizadeh-McCall's settlement funds in their  
15 possession to MAC, or any of the eight aforementioned medical lienholders, in willful violation  
16 of Rules of Professional Conduct, rule 4-100(B)(4).

17 COUNT SEVEN

18 Case Nos. 14-O-04337, 14-O-02259, 12-O-18114  
19 Rules of Professional Conduct, rule 4-100(B)(1)  
[Failure To Notify of Receipt of Client Funds]

20 13. On or about October 26, 2009, respondents Purdy, Wentworth, and Paoli  
21 (collectively, "respondents") received on behalf of their clients, Kelly McCall and Maryam  
22 Lotfizadeh-McCall, two settlement checks from GEICO Insurance made payable to respondents  
23 and Mr. McCall and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$16,666. On or  
24 about October 26, 2009, respondents deposited the two settlement checks into their client trust  
25 account at First Regional Bank, account no. xxxxx1916<sup>13</sup> on behalf of the clients. On or about  
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27 <sup>11</sup> The full account number is omitted for privacy reasons.

28 <sup>12</sup> The full account number is omitted for privacy reasons.

<sup>13</sup> The full account number is omitted for privacy reasons.

1 June 29, 2010, respondents received on behalf Mr. McCall and Mrs. Lotfizadeh-McCall, two  
2 settlement checks from Great West Casualty Co. made payable to respondents and Mr. McCall  
3 and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$327,460. On or about June 29,  
4 2010, respondents deposited the two settlement checks into their client trust account at Premier  
5 Commercial Bank, account no. xxxxx2005<sup>14</sup> on behalf of the clients. Respondents failed to  
6 notify Oasis Wellness Center/South County Aquatic & Patient Center, a medical provider who  
7 possessed a medical lien against Mr. McCall and Mrs. Lotfizadeh-McCall's settlement funds, of  
8 their receipt of Mr. McCall and Ms. Lotfizadeh-McCall's settlement funds until in or about  
9 March 2013, in willful violation of Rules of Professional Conduct, rule 4-100(B)(1).

10 COUNT EIGHT

11 Case Nos. 14-O-04337, 14-O-02259, 12-O-18114  
12 Rules of Professional Conduct, rule 4-100(B)(4)  
13 [Failure To Pay Client Funds Promptly]

14 14. On or about October 26, 2009, respondents Purdy, Wentworth, and Paoli  
15 (collectively, "respondents") received on behalf of their clients, Kelly McCall and Maryam  
16 Lotfizadeh-McCall, two settlement checks from GEICO Insurance made payable to respondents  
17 and Mr. McCall and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$16,666. On or  
18 about October 26, 2009, respondents deposited the two settlement checks into their client trust  
19 account at First Regional Bank, account no. xxxxx1916<sup>15</sup> on behalf of the clients. On or about  
20 June 29, 2010, respondents received on behalf Mr. McCall and Mrs. Lotfizadeh-McCall, two  
21 settlement checks from Great West Casualty Co. made payable to respondents and Mr. McCall  
22 and Mrs. Lotsfizadeh-McCall, respectively, in the total sum of \$327,460. On or about June 29,  
23 2010, respondents deposited the two settlement checks into their client trust account at Premier  
24 Commercial Bank, account no. xxxxx2005<sup>16</sup> on behalf of the clients. On or about August 9,  
25 2012, and on or about October 26, 2012, Mr. McCall requested that respondents pay Mr. McCall  
26 and Mrs. Lotfizadeh-McCall's medical providers pursuant to their respective liens. To date,

27 <sup>14</sup> The full account number is omitted for privacy reasons.

28 <sup>15</sup> The full account number is omitted for privacy reasons.

<sup>16</sup> The full account number is omitted for privacy reasons.

1 respondents have neither paid promptly, or at any time, any portion of Mrs. Lotfizadeh-McCall's  
2 settlement funds in respondents' possession to Plaza Medical Imaging, United Medical Imaging,  
3 Key Health Medical Solutions, Oasis Wellness Center/South County Aquatic & Patient Center,  
4 all of whom possessed fully executed medical liens against Mrs. Lotfizadeh-McCall's settlement  
5 funds, in willful violation of Rules of Professional Conduct, rule 4-100(B)(4).

6  
7 COUNT NINE

8 Case Nos. 14-O-04337, 14-O-02259, 12-O-18114  
9 Rules of Professional Conduct, rule 4-100(B)(4)  
[Failure To Pay Client Funds Promptly]

10 15. On or about October 26, 2009, respondents Purdy, Wentworth, and Paoli  
11 (collectively, "respondents") received on behalf of their clients, Kelly McCall and Maryam  
12 Lotfizadeh-McCall, two settlement checks from GEICO Insurance made payable to respondents  
13 and Mr. McCall and Mrs. Lotfizadeh-McCall, respectively, in the total sum of \$16,666. On or  
14 about October 26, 2009, respondents deposited the two settlement checks into their client trust  
15 account at First Regional Bank, account no. xxxxx1916<sup>17</sup> on behalf of the clients. On or about  
16 June 29, 2010, respondents received on behalf Mr. McCall and Mrs. Lotfizadeh-McCall, two  
17 settlement checks from Great West Casualty Co. made payable to respondents and Mr. McCall  
18 and Mrs. Lotfizadeh-McCall, respectively, in the total sum of \$327,460. On or about June 29,  
19 2010, respondents deposited the two settlement checks into their client trust account at Premier  
20 Commercial Bank, account no. xxxxx2005<sup>18</sup> on behalf of the clients. On or about August 9,  
21 2012, and on or about October 26, 2012, Mr. McCall requested that respondents pay Mr. McCall  
22 and Mrs. Lotfizadeh-McCall's medical providers pursuant to their respective liens. Respondents  
23 failed to pay promptly, or until in or about March 2013, any portion of Mr. McCall's settlement  
24 funds in their possession to Plaza Medical Imaging, United Medical Imaging Healthcare, Key  
25 Health Medical Solutions, and Howard Rosen, M.D. (Orange County Medical Group), all of  
26 whom possessed fully executed medical liens against Mr. McCall's settlement funds, and failed

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17 The full account number is omitted for privacy reasons.

18 The full account number is omitted for privacy reasons.

1 to pay at any time Oasis Wellness Center/South County Aquatic & Patient Center, another  
2 medical provider who possessed a fully executed medical lien against Mr. McCall's settlement  
3 funds, in willful violation of Rules of Professional Conduct, rule 4-100(B)(4).

4  
5 COUNT TEN

6 Case Nos. 14-O-04337, 14-O-02259, 12-O-18114  
7 Rules of Professional Conduct, rule 3-110(A)  
8 [Failure to Perform with Competence]

9 On or about September 10, 2008, Kelly McCall and Maryam Lotfizadeh-McCall employed  
10 respondents Purdy, Wentworth, and Paoli (collectively, "respondents") to perform legal services,  
11 namely to represent them in a personal injury matter arising out of an automobile accident, which  
12 included negotiating and paying all outstanding medical bills incurred by Mr. McCall and Mrs.  
13 Lotfizadeh-McCall relating to the automobile accident. On or about October 26, 2009,  
14 respondents received on behalf of Mr. McCall and Mrs. Lotfizadeh-McCall, two settlement  
15 checks from GEICO Insurance made payable to respondents and Mr. McCall and Mrs.  
16 Lotsfizadeh-McCall, respectively, in the total sum of \$16,666. On or about October 26, 2009,  
17 respondents deposited the two settlement checks into their client trust account at First Regional  
18 Bank, account no. xxxxx1916<sup>19</sup> on behalf of the clients. On or about June 29, 2010, respondents  
19 received on behalf Mr. McCall and Mrs. Lotfizadeh-McCall, two settlement checks from Great  
20 West Casualty Co. made payable to respondents and Mr. McCall and Mrs. Lotsfizadeh-McCall,  
21 respectively, in the total sum of \$327,460. On or about June 29, 2010, respondents deposited the  
22 two settlement checks into their client trust account at Premier Commercial Bank, account no.  
23 xxxxx2005<sup>20</sup> on behalf of the clients. Respondents intentionally, recklessly, or repeatedly failed  
24 to perform with competence, in willful violation of Rules of Professional Conduct, rule 3-  
25 110(A), by failing to negotiate and pay the medical bills of Aspen Medical Resources, Analgesic  
26 Healthcare, Key Health Medical Solutions, John A. Prange, Ph.D, and Pacific Coast Cardiology,

27 <sup>19</sup> The full account number is omitted for privacy reasons.

28 <sup>20</sup> The full account number is omitted for privacy reasons.

1 medical providers who provided medical services to Mr. McCall relating to the personal injury  
2 matter, until in or about March 2013.

3 COUNT ELEVEN

4 Case No. 14-O-04337  
5 Rules of Professional Conduct, rule 4-100(A)  
6 [Commingling Personal Funds in Client Trust Account]

7 16. Between on or about November 18, 2011, and on or about November 13, 2012,  
8 respondent Purdy deposited or commingled funds belonging to him into the firm's client trust  
9 account at Premier Commercial Bank, account no. xxxxx2005<sup>21</sup>, as follows in wilful violation  
10 Rules of Professional Conduct, rule 4-100(A):

11 DATE OF DEPOSIT	12 AMT. DEPOSITED	13 FORM OF DEPOSIT	14 MEMO
15 11/18/2011	\$25,000	Check	
16 11/18/2011	\$5,000	Check	
17 12/5/2011	\$57,000	Check	
18 3/21/2012	\$9,325	Check	Advance to Trust
19 4/17/2012	\$7,000	Check	Advance to Trust
20 7/9/2012	\$5,000	Check	Advance to Trust
21 7/16/2012	\$5,000	Check	Advance to Trust
22 10/2/2012	\$8,000	Check	
23 11/13/2012	\$750	Check	

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28 <sup>21</sup> The full account number is omitted for privacy reasons.

COUNT TWELVE

Case No. 14-O-02259  
 Rules of Professional Conduct, rule 4-100(A)  
 [Commingling Personal Funds in Client Trust Account]

17. Between on or about April 29, 2011, and on or about September 25, 2012, Respondent Wentworth deposited or commingled funds belonging to him into the firm's client trust account at Premier Commercial Bank, account no. xxxxx2005<sup>22</sup>, as follows in wilful violation Rules of Professional Conduct, rule 4-100(A):

<u>DATE OF DEPOSIT</u>	<u>AMOUNT DEPOSITED</u>	<u>FORM OF DEPOSIT</u>	<u>SIGNATORY OF CHECK</u>	<u>MEMO</u>
4/29/2011	\$9,128.57	Check	Donald Wynne	Estrada Referral Fee
6/23/2011	\$60,000	Check	Respondent Wentworth	Loan to firm
8/26/2011	\$33,000	Check	Respondent Wentworth	
9/9/2011	\$25,000	Check	Respondent Wentworth	
10/27/2011	\$34,007.49	Check		
10/31/2011	\$40,332.47	Check	Respondent Wentworth	
10/31/2011	\$100,000	Check		
11/7/2011	\$25,660.04	Check	Respondent Wentworth	
11/22/2011	\$162,000	Check	Respondent Wentworth	
11/23/2011	\$15,000	Check	Respondent Wentworth	
12/1/2011	\$18,000	Check	Respondent Wentworth	
12/5/2011	\$3,000	Check	Respondent Wentworth	
12/12/2011	\$10,000	Check	Respondent Wentworth	
12/16/11	\$17,000	Check	Respondent Wentworth	
01/25/12	\$10,000	Cashier's Check	Purchased by Wentworth	
03/06/12	\$20,000	Check	Respondent Wentworth	Loan to firm
3/21/2012	\$15,000	Check	Respondent Wentworth	
7/19/2012	\$5,000	Check	Diana Wentworth	
7/24/2012	\$700	Check	Patricia Harrington	Adv. To Trust
7/31/2012	\$20,000	Check	Respondent Wentworth	
9/10/2012	\$20,000	Check	Respondent Wentworth	Adv. payment
9/25/2012	\$20,000	Check		

<sup>22</sup> The full account number is omitted for privacy reasons.

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**NOTICE - INACTIVE ENROLLMENT!**

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

**NOTICE - COST ASSESSMENT!**

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

Respectfully submitted,

THE STATE BAR OF CALIFORNIA  
OFFICE OF THE CHIEF TRIAL COUNSEL



DATED: May 22, 2015

By: \_\_\_\_\_  
Eli D. Morgenstern  
Senior Trial Counsel

**DECLARATION OF SERVICE**

by

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

**CASE NUMBER(s): 14-O-04337, 14-O-02259 and 12-O-18814**

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 845 South Figueroa Street, Los Angeles, California 90017, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

**NOTICE OF DISCIPLINARY CHARGES**

- By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))**  
- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles.
- By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))**  
- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles.
- By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))**  
- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS').
- By Fax Transmission: (CCP §§ 1013(e) and 1013(f))**  
Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.
- By Electronic Service: (CCP § 1010.6) to:**  
Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

- (for U.S. First-Class Mail) in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: (see below)
- (for Certified Mail) in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article No.: \_\_\_\_\_ See below \_\_\_\_\_ at Los Angeles, addressed to: (see below)
- (for Overnight Delivery) together with a copy of this declaration, in an envelope, or package designated by UPS, Tracking No.: \_\_\_\_\_ addressed to: (see below)

Person Served	Business-Residential Address	VIA Certified mail	Courtesy Copy via US Mail to:
David Clare	David Alan Clare 444 W Ocean Blvd Ste 800 Long Beach, CA 90802	9414-7266-9904-2010-0722-87	
Susan Margolis	Susan Lynn Margolis 2000 Riverside Dr Los Angeles, CA 90039	9414-7266-9904-2010-0722-70	
Ken Kocourek	Kenneth Charles Kocourek 5785 Brockton Ave Riverside, CA 92506	9414-7266-9904-2010-0722-63	

via inter-office mail regularly processed and maintained by the State Bar of California addressed to:

I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS'). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: May 22, 2015

SIGNED:   
Ana Botosaru-Nergessian  
Declarant