

# PUBLIC MATTER

~~CONFIDENTIAL~~  
ORIGINAL

(Do not write above this line.)

State Bar Court of California Hearing Department		
PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES		
<b>Counsel For The State Bar</b> CHARLES A. MURRAY Deputy Trial Counsel 1149 South Hill Street Los Angeles, California 90015 Bar # 146069 Tel: (213) 765-1236	Case Number (s)  05-O-03730; 05-O-05112; 06-O-12535; 06-N-10556	(for Court Use) <b>LODGED</b> FEB 26 2000 STATE BAR COURT CLERK'S OFFICE LOS ANGELES
ROBERT A. DICKRELL 124 45th Street, #B Manhattan Beach, California 90266  Bar # 151498 Tel: (310) 545-4928	<b>FILED</b> MAR 23 2011 STATE BAR COURT CLERK'S OFFICE LOS ANGELES	
In the Matter Of:  ROBERT ARTHUR DICKRELL  Bar # 151498  A Member of the State Bar of California (Respondent)	Submitted to: Program <b>STIPULATION RE FACTS AND CONCLUSIONS OF LAW</b>  <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 December 4, 1990
- (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 (14) pages, excluding the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts." -See Attachment
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law". -See Attachment
- (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.

(Stipulation form approved by SBC Executive Committee 9/18/2002. Rev. 12/16/2004; 12/13/2006.)

Program

(Printed: 030707)



**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 3 priors, see page 12.
- (b)  Date prior discipline effective
- (c)  Rules of Professional Conduct/ State Bar Act violations:
- (d)  Degree of prior discipline
- (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.
- (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. - see page 13.
- (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.

(Do not write above this line.)

- (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 ADP STIPULATION**  
**RE FACTS & CONCLUSIONS OF LAW**

IN THE MATTER OF:         **ROBERT A. DICKRELL, State Bar No. 151498**

CASE NUMBERS:           05-O-03730, 05-O-05112, 06-O-12535 and 06-N-10556

**PENDING PROCEEDINGS.**

The disclosure date referred to, on page one, paragraph A.(6), was August 13, 2007.

**STIPULATION AS TO FACTS AND CONCLUSIONS OF LAW.**

Respondent admits that the following facts are true and that she is culpable of violations of the specified statutes and/or Rules of Professional Conduct, or that she has otherwise committed acts of misconduct warranting discipline, as follows:

**05-O-05112**

**FACTS:**

1. On April 3, 2000, Moises Juarez ("Moises") and Josephina Huertado-Juarez ("Josephina") were involved in an automobile accident.

2. On April 3, 2000, within one hour of the accident, Moises received a telephone call from Respondent during which Respondent offered his legal services to Moises and Josephina, including obtaining a settlement of each of their personal injury claims arising out of the accident.

3. On April 3, 2000, after the telephone conversation between Respondent and Moises, Respondent's employees appeared at Moises' and Josephina's house to further discuss representation. At that time, Moises hired Respondent to represent him and Josephina on contingency fee (33 1/3%) basis.

4. On April 3, 2000, Respondent or his staff referred Moises and Josephina to Dr. Kevin M. Kelly, D.C. ("Dr. Kelly") for medical treatment.

5. Beginning on April 13, 2000, Moises and Josephina began receiving treatment from Dr. Kelly for injuries sustained in the accident.

6. On June 20, 2000, Respondent executed a medical lien granting Dr. Kelly certain rights to payment out of any settlement proceeds obtained in Moises' personal injury claims arising out of the accident.

7. On June 20, 2000, Respondent executed a second medical lien granting Dr. Kelly certain rights to payment out of any settlement proceeds obtained in Josephina's personal injury claims arising out of the accident.

8. In June 2000, Respondent submitted claims against Geico Insurance Company ("Geico") on behalf of Moises and Josephina for injuries sustained in the accident.

9. Between June 2000 and September 2000, inclusive, Respondent received an offer from Geico to settle Moises' claim. At or about the same time, Respondent received an offer from Geico to settle Josephina's claim.

10. In September 2000, Respondent settled Moises' personal injury claim with Geico.

11. In September 2000, Respondent also settled Josephina's personal injury claim with Geico.

12. At no time prior to the settlement did Respondent inform Moises or Josephina that he was going to settle their personal injury claims with Geico.

13. At no time prior to the settlement did Respondent obtain consent from Moises or Josephina to settle their personal injury claims with Geico.

14. At no time did Respondent ask Moises or Josephina to execute any settlement agreements or releases.

15. In September 2000, Respondent's employee, named "Miriam", telephoned Moises and told him that his claim, and Josephina's claim with Geico had been settled.

16. On September 12, 2000, Geico sent two settlement checks to Respondent as the attorney for Moises and Josephina. The first check, check no. N50430916, was payable to "Robert Dickrell and Josephine Hurtado", in the amount of \$8,500; the second check, check no. N50430917, was payable to "Robert A Dickrell and Moises Juarez", in the amount of \$9,200.

17. Between September 12, 2000 and September 15, 2000, inclusive, Respondent received both the \$8,500 settlement check and the \$9,200 settlement check.

18. On September 15, 2000, Respondent deposited the \$8,500 settlement check into his client trust account at Bank of America, Account No. 16641-10043 ("CTA").

19. On September 21, 2000, Respondent deposited the \$9,200 settlement check into his CTA.

20. In September 2000, Moises received from Respondent \$850 ("850 disbursement") purporting to be Moises' entire share of the settlement funds.

21. In September 2000, Josephina received from Respondent \$1,200 ("1200 disbursement") purporting to be her entire share of the settlement funds.

22. In September 2000, Respondent (or members of his staff at Respondent's direction) informed Moises that the \$850 disbursement, and the \$1200 disbursement, represented the balance of the settlement proceeds after deductions for medical liens and Respondent's fees.

23. Respondent's fees amounted to approximately \$5899 (33 1/3 % of total settlement amount of \$17,700).

24. In September 2000, Respondent withheld at least \$9750 of the settlement funds, purportedly as payment for medical liens.

25. In 2001, Moises began receiving telephone calls from Dr. Kelly's office informing him that the doctor had not received any payment for the medical services he had rendered to him and Josephina. Moises told Dr. Kelly's office staff that Respondent had settled each of their claims, that Respondent received the settlement monies, and that Respondent kept the portion of the settlement which had been earmarked to pay the medical bills.

26. In 2001, Dr. Kelly and his staff repeatedly asked Moises and Josephine to pay their outstanding medical bills.

27. In 2001, Moises, in turn, telephoned Respondent repeatedly to ask about the status of the payment of their medical bills; Moises telephoned Respondent approximately twice each week, continuously, for about four-to-six months, but no one ever answered his call, and there was no answering service or machine available to leave messages.

28. In mid-2001, Respondent's telephone number was disconnected. At no time did Respondent provide Moises or Josephina with a new or otherwise valid telephone number at which they could contact Respondent.

29. Between 2001 and 2003, Dr. Kelly and his staff ("Dr. Kelly") repeatedly attempted to contact Respondent regarding payment. Respondent did not make any payments to Dr. Kelly, and Respondent did not otherwise contact Dr. Kelly regarding payment. Dr. Kelly was able to contact Respondent in early 2004 and Respondent told Dr. Kelly he would check his files and get back to him. However, Respondent did not contact Dr. Kelly and Dr. Kelly wrote Respondent a letter on June 24, 2004 again demanding payment. On June 29, 2004 Respondent and Dr. Kelly spoke by telephone and again demanded payment. Sometime thereafter, Respondent executed an undated stipulation which vaguely acknowledged liability for Moises' and Josephina's debt to Dr. Kelly, if there is one. However, Respondent never paid the lien or paid Moises and Josephina.

30. In 2005, Dr. Kelly assigned Moises' and Josephina's medical bills to a collection agency, Account Recovery Services ("ARS").

31. On July 19, 2005, ARS filed a collection lawsuit against Moises and Josephina for payment of their outstanding medical bills in the approximate amount of \$7,108. The lawsuit was entitled *Account Recovery Services vs. Moises Juarez, Josephine Hurtado aka Josephine Juarez*, Case no. CIV 235069, filed in Ventura County Superior Court ("collection lawsuit").

32. Shortly after the collection lawsuit was served on or about August 1, 2005, Moises and Josephina hired Raymond Myer, Esq. ("Myer") to represent them in the collection lawsuit, and to recover the balance of the settlement proceeds from Respondent.

33. In October 2005, during his investigation relating to the collection lawsuit, Myer learned that Geico had issued the two settlement checks to Respondent, that Respondent received both checks, and that Respondent did not pay Dr. Kelly any amount on behalf of either Moises or Josephina.

34. At no time did Respondent inform Moises or Josephina that he did not pay Dr. Kelly, or any other medical provider, any amount of money.

35. At no time did Respondent disburse the balance of the settlement proceeds to Moises or Josephina.

36. The total combined amount of the settlement funds Respondent had received on behalf of Moises and Josephina was \$17,700.

37. After September 2000, after deducting from the combined settlement funds his attorney's fees (approximately \$5899) and the total disbursements to Moises and Josephina (\$2050), Respondent should have maintained at least \$ 9750 in his CTA for the benefit of Moises and Josephina.

38. After September 21, 2000, the balance in Respondent's CTA fell below \$9750 on several dates, including but not limited to the following:

///

<u>DATE</u>	<u>CTA BALANCE</u>
9/29/00	\$ 4,715.99
10/02/00	\$ 3,382.99
11/01/00	\$ 9,441.20
11/06/00	\$ 6,182.87
11/07/00	\$ 2,729.87
11/24/00	\$ 7,638.65
11/29/00	\$ 6,452.64
12/28/00	\$ 8,026.25
12/29/00	\$ 6,859.59
01/04/01	\$ 5,344.04
01/05/01	\$ 4,686.26
01/17/01	\$ 1,686.26
01/18/01	\$ 2,436.26
2/21/01	\$ 4,272.09

39. Respondent misappropriated approximately \$9750, of the settlement funds.
40. Respondent never provided Moises or Josephina with an accounting of their settlement proceeds.
41. At all times pertinent herein, Respondent had no family relationship with Moises or with Josephina.
42. Respondent had no professional relationship with Moises or Josephine prior to the date of the accident.
43. At the time of the accident, Josephina was a passenger in the automobile driven by Moises.
44. At all times pertinent herein, Moises' interests potentially conflicted with Josephina's interests in their respective personal injury claims.
45. At no time did Respondent advise Moises of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to Moises in the situation where Respondent represents the interests of both Moises and Josephina.
46. At no time did Respondent advise Josephina of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to Josephina in the situation where Respondent represents the interests of both Moises and Josephina.
47. At no time did Respondent obtain Moises' informed consent, verbal or written, to his representation of both Moises and Josephina.
48. At no time did Respondent obtain Josephina's informed consent, verbal or written, to his representation of both Moises and Josephina.
49. At no time did Respondent or any of his employees inform Moises or Josephina the terms, including the dollar amount, of each of their settlement.
50. At no time did Respondent or any of his employees inform Moises the amount of money that Respondent had received from Geico on his behalf.
51. At no time did Respondent or any of his employees inform Josephina the amount of money that Respondent had received from Geico on her behalf.

52. By not informing Moises or Josephina the terms, including the dollar amount, of each of the settlement offer extended by Geico, Respondent failed to communicate promptly to a client all amounts, terms and conditions of an offer of settlement made to the client in a non-criminal matter.

53. By having or causing to have his telephone number disconnected, and by not providing Moises or Josephina with a new or otherwise valid telephone number at which he can be reached, Respondent effectively withdrew from employment as the attorney for Moises and Josephina.

**CONCLUSIONS OF LAW:**

54. By not paying Dr. Kelly's bill, by not paying any other outstanding medical bills on behalf of Moises or Josephina, and by not otherwise disbursing the balance of the settlement proceeds to the clients, Respondent failed to pay promptly, as requested by a client, funds in his possession which the client is entitled to received, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(4).

55. By not maintaining in his CTA for the benefit of Moises and Josephina at least \$9750, on and after September 29, 2000, Respondent wilfully failed to maintain client funds in a trust account, in wilful violation of Rules of Professional Conduct, rule 4-100(A).

56. By misappropriating client funds, Respondent committed an act involving moral turpitude, dishonesty, or corruption, in wilful violation of Business and Professions Code section 6106.

57. By not providing Moises and Josephina with an accounting of each of their settlement proceeds, Respondent failed to render appropriate accounts to a client regarding all funds of the client coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

58. By telephoning Moises on the date of their accident and offering his legal services, and by having his employees meet with Moises and Josephina at their home to obtain their agreement to employ Respondent as their attorney, Respondent made and caused to be made, with a significant motive of pecuniary gain, a communication of his availability for professional employment to a prospective client with whom Respondent had no family and no prior professional relationship, in wilful violation of Rules of Professional Conduct, rule 1-400(C).

59. By accepting representation of Moises and of Josephina in their personal injury claims arising out of the accident, without each of their informed written consent, Respondent wilfully violated Rules of Professional Conduct, rule 3-310(C)(1).

60. By failing to communicate promptly to a client all amounts, terms and conditions of a settlement offer made to the client in a non-criminal matter, Respondent failed to keep a client reasonably informed about significant developments relating to the employment or representation, in wilful violation of the Business and Professions Code, section 6068(m).

61. By not paying Dr. Kelly's medical bill and causing the collection lawsuit to be filed against Moises and Josephina, by not otherwise disbursing the balance of the settlement funds to Moises or Josephina, and by not providing his clients with his new telephone number or other valid contact information, upon the termination of his employment, Respondent failed to take reasonable steps to avoid reasonably foreseeable prejudice to his client, in wilful violation of Rules of Professional Conduct, rule 3-700(A)(2).

///  
///



**05-O-03730**

**FACTS:**

62. Beginning on May 27, 2005, through on or about September 3, 2005, Respondent was enrolled as an involuntarily inactive member of the State Bar of California pursuant to Business and Professions Code section 6007(d)(1); and beginning on or about September 3, 2005 through on or about July 18, 2006, he was suspended from the practice of law in California pursuant to a disciplinary order.

63. Respondent received due notice of his inactive enrollment and suspension from the State Bar.

64. On July 27, 2005, Respondent filed or caused to be filed at least two pleadings ("pleadings") in the matter entitled, *Juan Pena vs. Speedway Carwash, Inc. and the State Compensation Insurance Fund*, Case no. VNO 0364225, before the Workers' Compensation Appeals Board of the State of California.

65. In the pleadings, Respondent identified himself, and signed the documents, as the attorney of record for the lien claimant in the matter.

66. By identifying himself as the attorney of record for the lien claimant in at least two pleadings which he filed or caused to be filed in a worker's compensation proceeding, Respondent held himself out as a licensed attorney while he was suspended or otherwise not entitled to practice law, in violation of Business and Professions Code, sections 6125 and 6126.

**'CONCLUSIONS OF LAW:**

67. By violating Business and Professions Code, sections 6125 and 6126, Respondent failed to comply with the laws of the State of California, in wilful violation of Business and Professions Code, section 6068(a).

**06-O-12535**

**FACTS:**

68. On May 13, 2005, the State Bar Court issued an order enrolling Respondent as an inactive member of the State Bar pursuant to Business and Professions Code section 6007(d)(1) in connection with State Bar Case no. 04-PM-15495. Respondent received notice of the order.

69. On August 4, 2005, the Supreme Court of California issued an order in case no. S 108152 (State Bar Case no. 04-PM-15495), revoking probation that had been imposed on Respondent and lifting a previously ordered stay of execution of suspension. In its order, the Supreme Court actually suspended Respondent from the practice of law for one year and placed him on probation for four years, subject to certain conditions of probation. Respondent received notice of the Supreme Court order.

70. As a condition of probation in Case no. S 108152, Respondent was required to submit to monthly drug screening at an approved licensed medical laboratory; and each month, Respondent was required to furnish the laboratory with a sample of his blood, urine, or both as the laboratory requires to determine whether Respondent has abstained from marijuana and other drugs; and, no later than the tenth day of each month, the laboratory must provide the Office of Probation with a screening report ("screening report") containing an analysis of each sample Respondent furnished to the laboratory during the preceding month.

71. Respondent did not furnish the laboratory with a sample of his blood or urine in the months of September 2005, October 2005, December 2005, January 2006 and February 2006.

72. As a condition of probation in Case no. S 108152, Respondent was required to attend at least one meeting ("NA meeting") per week of Narcotics Anonymous, Marijuana Anonymous, or the Other Bar. As a separate reporting requirement, Respondent was required to provide, to the Office of Probation, no later than the tenth of each month, satisfactory proof of his weekly attendance at such meetings during the preceding month.

73. In September 2005, Respondent attended only one NA meeting on or about September 29, 2005.

74. Respondent did not submit to the Office of Probation any report of his attendance at NA meetings during the month of September 2005.

75. Respondent did not submit to the Office of Probation a report of his attendance at NA meetings during the month of October 2005, until on February 24, 2006.

76. Respondent did not submit to the Office of Probation a report of his attendance at NA meetings during the month of November 2005, until on or about February 24, 2006.

77. Respondent did not submit to the Office of Probation a report of his attendance at NA meetings during the month of December 2005, until on or about February 24, 2006.

78. In January 2006, Respondent attended only one NA meeting.

79. Respondent did not submit a report to the Office of Probation of his attendance at NA meetings during the month of January 2006 until on or about February 24, 2006.

80. In March 2006, Respondent attended only one NA meeting.

81. In April 2006, Respondent attended only one NA meeting.

82. In May 2006, Respondent attended only one NA meeting.

83. As a condition of probation in Case no. S 108152, Respondent was required to report, in writing, to the Office of Probation, no later than January 10, April 10, July 10 and October 10 of each year or part thereof in which respondent is on probation; and in each report, Respondent must certify, among other things, whether he had complied with all the provisions of the State Bar Act, Rules of Professional Conduct of the State Bar, and other terms and conditions of probation since the beginning of his probation.

84. Respondent did not file the quarterly report due January 10, 2006, until February 24, 2006.

85. Respondent did not file the quarterly report due April 10, 2006, until May 9, 2006.

86. By not furnishing the laboratory with a sample of his blood or urine from September 2005 through February 2006, inclusive, Respondent did not comply with the terms and conditions of his probation.

87. By attending only one NA meeting in September 2005; by attending only one NA meeting in January 2006; by attending only one NA meeting in March 2006; by attending only one NA meeting in April 2006; by attending only one NA meeting in May 2006; by not submitting to the Office of Probation any report of his attendance at NA meetings for the month of September 2005; and by submitting a late report to the Office of Probation of his attendance at NA meetings for the months of October 2005, November 2005, December 2005, and January 2006, Respondent did not comply with the terms and conditions of his probation.

88. By filing the January 10, 2006 report, and the April 10, 2006 report late, Respondent did not comply with the terms and conditions of his probation.

**CONCLUSIONS OF LAW:**

89. By not complying with the terms and conditions of his probation, Respondent wilfully violated Rules of Professional Conduct, rule 6068(k).

**06-N-10556**

**FACTS:**

90. On August 4, 2005, the Supreme Court of the State of California issued an order ("Order") in Case no. S108152 (State Bar Court Case No. 04-PM-15495) that Respondent be actually suspended from the practice of law, effective September 3, 2005, for one year and be placed on probation for four years, subject to the conditions of probation, as recommended by the Hearing Department of the State Bar Court in its order filed May 13, 2005. The Court further ordered Respondent to comply with rule 955 of the California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 days, respectively, after the effective date of the Order. (A true and correct copy of the Order is attached hereto as Exhibit 1.)

91. Specifically, rule 955(a) required Respondent to:

- a. notify all clients and any co-counsel of his suspension;
- b. deliver to all clients any papers or other property to which the clients were entitled;
- c. refund any unearned attorney fees;
- d. notify all clients to seek legal advice elsewhere, calling attention to any urgency in seeking the substitution of another attorney or attorneys; and
- e. notify opposing counsel and adverse parties of his suspension and filing a copy of said notice with the court, agency, or tribunal before which the litigation was pending.

92. Pursuant to subdivision (b) of rule 955, Respondent was required to provide the notices required by rule 955(a) in writing, by registered or certified mail, return receipt requested, and the notices were required to contain an address where communications may be directed to Respondent.

93. Rule 955 (c) required Respondent to file with the Clerk of the State Bar Court an affidavit showing that she fully complied with rule 955.

94. The Supreme Court Order became effective 30 days after the Order was entered, i.e., on September 3, 2005. Thus, Respondent was ordered to comply with subdivision (a) of rule 955 of the California Rules of Court no later than October 3, 2005, and was ordered to comply with subdivision (c) of rule 955 no later than October 13, 2005.

95. On August 4, 2005, the Clerk of the Supreme Court of the State of California served upon Respondent a copy of the Order.

96. On September 26, 2005, Yolanda Acosta ("Acosta"), Probation Deputy, Office of Probation of the State Bar of California, wrote a letter to Respondent. In the letter, among other things, Acosta reminded Respondent that he was ordered to comply with rule 955, California Rules

of Court. Acosta enclosed several documents with the letter, including a true and correct copy of the Order, a Rule 955 Affidavit form, and copies of Rules 580 and 581 of the Rules of Procedure of the State Bar of California. The letter and enclosures, which were sent as a courtesy to Respondent, were placed in a sealed envelope correctly addressed to Respondent at his State Bar of California membership address. The letter and enclosures were properly mailed by first class mail, postage prepaid, by depositing for collection by the United States Postal Service in the ordinary course of business. The letter and enclosures were not returned as undeliverable.

97. Respondent did not file an affidavit pursuant to rule 955(c) by October 13, 2005.

98. Respondent filed an affidavit of compliance regarding rule 955 on or about February 23, 2006.

#### **CONCLUSIONS OF LAW:**

99. By failing to file an affidavit of compliance regarding rule 955 in conformity with the Supreme Court Order and the requirements of rule 955(c), Respondent wilfully disobeyed or violated an order of the court requiring her to do or forbear an act connected with or in the course of Respondent's profession which she ought in good faith to do or forbear.

#### **AGGRAVATING CIRCUMSTANCES.**

##### PRIOR DISCIPLINE.

Case Nos. S108152 (04-PM-15495): Effective September 3, 2005. Violations: Failure to comply with probation terms. Discipline: Probation revoked, 1 year actual suspension, credit for involuntary inactive enrollment from 5/27/05, 4 years probation with conditions, comply with rule 955, MPRE within 1 year and costs.

Case Nos. 01-O-02431 and 01-O-03015: Effective October 4, 2002. Violations: Rules of Professional Conduct rules 3-110(A), reckless failure to perform with competence; 4-100(B)(4), failure to promptly pay funds to client and medical providers and Business and Professions Code section 6106 (two counts), misrepresentations to the Court and to the State Bar. Discipline: 4 years probation with condition of 60 days actual suspension, to comply with the other conditions of probation recommended by the Hearing Department of the State Bar Court by its order approving stipulation filed March 5, 2002, as modified by its order filed April 26, 2002 and costs.

Case No. 98-O-01017 : Effective June 16, 2000. Violation: Rules of Professional Conduct rules 4-100(B)(4), failure to pay client funds promptly and 4-200(A), Collecting an illegal fee. Discipline: Public reproof with conditions, 2 years probation with conditions, Ethics school and MPRE within 1 year and costs.

##### HARM:

##### 05-O-05112

Clients were significantly harmed by the \$9750 misappropriation of their settlement funds, the non-payment of their medical bills,

///  
///  
///  
///

MULTIPLE ACTS:

Respondent's current misconduct evidences multiple acts of wrong doing and demonstrates a pattern of misconduct as follows:

His current evidence over ten violations of the Business and Professions Code and/or the Rules of Professional Conduct.

05-O-05112

With the inclusion of this matter, Respondent has incurred multiple violations of Rules of Professional Conduct rule 4-100(B)(4), failure to promptly pay client funds and Business and Professions Code section 6106, moral turpitude. (See prior discipline case nos. 98-O-01017 and 01-O-02431/01-O-03015).

06-N-10556

Furthermore, Respondent has failed to comply with probation terms for the second time. (See prior discipline case no. S108152 (04-PM-15495)). In this latest matter, Respondent failed to file an affidavit of compliance with rule 955(c) by the due date of October 13, 2005. Respondent did not file the affidavit until about four months later, on or about February 23, 2006.

///  
///  
///

**RESTITUTION:**

Respondent shall pay to Moises Juarez and Josephina Hurtado-Juarez the principal sum of \$9750 plus interest at ten percent (10%) per annum from October 1, 2000.

///  
///  
///

(Do not write above this line.)

In the Matter of ROBERT ARTHUR DICKRELL Member #151498	Case number(s): 05-O-03730; 05-O-05112; 06-O-12535; 06-N-10556
--	---


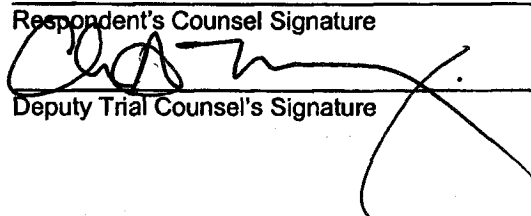
### SIGNATURE OF THE PARTIES

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.

<u>8-14-07</u> Date	 Respondent's Signature	<u>ROBERT A. DICKRELL</u> Print Name
<u>8-14-07</u> Date	 Deputy Trial Counsel's Signature	<u>CHARLES A. MURRAY</u> Print Name

(Do not write above this line.)

In the Matter Of ROBERT ARTHUR DICKRELL Member #151498	Case Number(s): 05-O-03730; 05-O-05112; 06-O-12535; 06-N-10556
--	---

**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 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.)

FEB. 22, 2008  
Date

  
Judge of the State Bar Court

**RICHARD A. PLATEL**

## 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 Los Angeles, on February 26, 2008, I deposited a true copy of the following document(s):

**STIPULATION RE FACTS CONCLUSIONS OF LAW; CONFIDENTIAL STATEMENT OF ALTERNATIVE DISPOSITIONS AND ORDERS; CONTRACT AND WAIVER FOR PARTICIPATION IN THE STATE BAR COURT'S ALTERNATIVE DISCIPLINE PROGRAM**

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

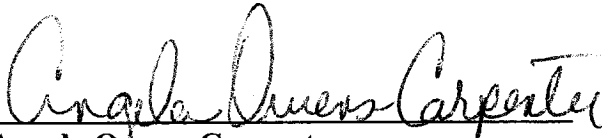
- [X] by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**ROBERT A DICKRELL  
10747 WILSHIRE BLVD #705  
LOS ANGELES CA 90024**

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

**CHARLES MURRAY, Enforcement, Los Angeles**

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **February 26, 2008.**



**Angela Owens-Carpenter**  
Case Administrator  
State Bar Court



**CERTIFICATE OF SERVICE**

[Rules Proc. of State Bar; Rule 5.27(B); 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 Los Angeles, on June 21, 2011, I deposited a true copy of the following document(s):

DECISION AND ORDER SEALING CERTAIN DOCUMENTS; STIPULATION RE FACTS, 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 Los Angeles, California, addressed as follows:

ROBERT A DEGHELL  
AINBINDER & PRATT  
5150 E PACIFIC COAST HWY STE 720  
LONG BEACH CA 90804

by certified mail, No. , with return receipt requested, through the United States Postal Service at , California, addressed as follows:

by overnight mail at , California, addressed as follows:


by fax transmission, at fax number . No error was reported by the fax machine that I used.

By personal service by leaving the documents in a sealed envelope or package clearly labeled to identify the attorney being served with a receptionist or a person having charge of the attorney's office, addressed as follows:

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

CHARLES MURAY, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on June 21, 2011.

  
\_\_\_\_\_  
Angela Carpenter  
Case Administrator  
State Bar Court