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State Bar Court of California
Hearing Department
San Francisco
ALTERNATIVE DISCIPLINE PROGRAM

Counsel For The State Bar	Case Number (s)	(for Court's use)
Sherrie B. McLetchie Deputy Trial Counsel 180 Howard St., 7th Floor San Francisco CA 94105 Tele: (415) 538-2297 Bar # 85447	05-O-04119 06-O-14935 07-O-12717 07-O-14195 08-O-11448 08-O-13080 08-O-13110 08-O-14802 08-C-10286 09-O-10410	PUBLIC MATTER FILED FEB 0 1 2010 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
Counsel For Respondent William M. Balin, Esq. Balin & Kotler, LLP 345 Franklin San Francisco CA 94102 Tele: (415) 241-7360 Bar # 59104	Submitted to: **Settlement Judge** **STIPULATION RE FACTS AND CONCLUSIONS OF LAW** ☐ PREVIOUS STIPULATION REJECTED	
In the Matter Of: STANLEY G. HILTON Bar # 65990 A Member of the State Bar of California (Respondent)		

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 18, 1975.

(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, except as otherwise provided in rule 804.5(c) of the Rules of Procedure, if Respondent is not accepted into the Alternative Discipline 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 **26** 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

(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.

(5) ☒ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct. See "Facts Supporting Aggravating Circumstances."

(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 "Facts Supporting Aggravating Circumstances."

(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 by entering into this stipulation.

(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, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: Stanley G. Hilton

CASE NUMBER(S): 05-O-04119;
06-O-14935;
07-O-12717;
07-O-14195;
08-O-11448;
08-O-13080;
08-O-13110;
08-O-14802;
08-C-10286; and
09-O-10410.

WAIVER OF VARIANCE BETWEEN NOTICE OF DISCIPLINARY CHARGES AND STIPULATED FACTS AND CULPABILITY

The parties waive any variance between the Notices of Disciplinary Charges filed against respondent and the facts and/or conclusions of law contained in this stipulation.

FACTS AND CONCLUSIONS OF LAW.

Respondent admits that the following facts are true and that he is culpable of violations of the State Bar Act and/or Rules of Professional Conduct.

FACTS IN CASE NOS. 05-O-04119; 07-O-12717

1. On August 25, 2005, Paula Datesh ("Datesh") hired respondent to obtain a San Francisco street vendor's permit, entered into a written fee agreement with respondent, and paid respondent advanced fees of $850.

2. On August 28, 2005, Datesh paid respondent an additional $400 toward advanced fees for a total of $1,250 paid.

3. On September 1, 2005, Datesh told respondent by telephone that his services were terminated. Prior to their September 1, 2005 telephone conversation respondent had performed no services for Datesh except having the brief, initial meeting with Datesh, reviewing the documents Datesh provided him, and sending a two-sentence letter to a Deputy City Attorney advising that he "still" represented Datesh and asking the deputy to call him.

4. Thereafter, but also on September 1, 2005, respondent, through his paralegal James Chaffee ("Chaffee"), notified Datesh by e-mail, that on or about September 6, 2005, she could pick up her file and an accounting of work done and refund of unearned fees.

5. On September 2, 2005, Datesh sent respondent an e-mail through Chaffee which requested a full refund of her advanced fees. Respondent received this e-mail.

6. Also on September 2, 2005, respondent through Chaffee, again notified Datesh by e-mail, that on or about September 6, 2005, she could pick up her file and an accounting of work done and refund of unearned fees.

7. On September 5, 2005, Datesh once again notified respondent that his services had been terminated and requested a refund of the unearned advanced fees. Respondent received this notification.

8. By letter dated September 5, 2005, respondent stated that he had performed three hours of work for Datesh, billed her $250 per hour, and summarized his work.

9. Also on September 5, 2005, respondent e-mailed Datesh and informed her that he had performed three hours work for her, and mailed her an accounting and a check for the balance of the funds.

10. Respondent prepared an accounting, dated September 5, 2005, claiming fees in the amount of $750. The accounting stated that respondent owed Datesh $500. Although Datesh received the accounting, she did not receive any refund.

11. Also on September 5, 2005, respondent e-mailed Datesh, informing her that she had signed an agreement that he would refund whatever was left of the "retainer," and that she could pick up her file.

12. Not until March 7, 2006, did respondent refund any unearned fees to Datesh, and then only $500 via Bank of America cashier's check number 412948683.

13. On June 25, 2007, Datesh submitted a complaint against respondent to the State Bar.

14. On or about July 10, 2007, respondent mailed his personal check number 4339, dated June 27, 2007, made payable to Datesh in the amount of $750, to Datesh. This check was received by Datesh shortly after July 10, 2007.

15. On or about July 26, 2007, respondent told Bank of America that his checks for the account on which check number 4339 had been written were missing and directed Bank of America not to honor outstanding checks on that account. Respondent made no effort to verify whether Datesh had cashed his check, to notify Datesh of his problem with the account, or to initially provide her with a replacement check.

16. On July 27, 2007, Datesh attempted to negotiate respondent's check number 4339. The check was not honored by Datesh's bank, which caused her to incur a $5 returned item fee. The check was stamped by the bank "Payment Stopped."

17. On August 5, 2007, the State Bar notified respondent, through his counsel, that respondent's check number 4339 had been dishonored.

18. On August 11, 2007, Datesh received respondent's Bank of America cashier's check number 417821962 in the amount of $750.

CONCLUSIONS OF LAW IN CASE NOS. 05-O-04119; 07-O-12717

1. By not refunding $750 of the unearned $1,250 in advanced fees to Datesh which she requested on September 1, 2005, until August 7, 2007, respondent failed to promptly refund unearned fees in wilful violation of Rule of Professional Conduct 3-700(D)(2).

2. By causing check number 4339 to be dishonored through gross negligence in not ensuring that Datesh received a replacement check, respondent committed an act involving moral turpitude (Bus. & Bus. Code §6106).

FACTS IN CASE NO. 06-O-14935

1. In September 2005 respondent represented Pura Advincula ("Advincula") in *Advincula v. Infinera,* Santa Clara County Superior Court case number 1-05-CV038064.

2. On September 2005, the deposition of Advincula was noticed for October 12, 2005. Respondent rescheduled the deposition for January 13 and 16, 2006.

3. On January 11, 2006, respondent rescheduled the deposition for February 20, 2006. Opposing counsel at this time informed respondent that should Advincula fail to appear for deposition on February 20, 2006, a motion would be brought to compel attendance.

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4. On February 20, 2006, respondent arrived approximately forty minutes after the agreed-upon start time for the first day of Advincula's deposition. Respondent stopped the deposition of Advincula early claiming that he felt ill. Respondent and opposing counsel agreed to resume the deposition on March 3, 2006, and agreed upon a start time.

5. On March 3, 2006, respondent arrived approximately one hour later than the time agreed for the second day of Advincula's deposition. Respondent returned from the deposition lunch break approximately fifteen minutes later than the agreed upon time. Respondent and opposing counsel agreed to resume the deposition on March 20, 2006, and agreed upon a start time. Respondent did not have a valid reason for arriving late to the start of the deposition, or returning late after lunch.

6. On March 20, 2006, respondent arrived approximately fifty minutes later than agreed upon for the third day of Advincula's deposition and, when he arrived, made disparaging comments regarding opposing counsel's mental health. Respondent took two hours for lunch, longer than the agreed upon time, and again stopped the deposition of Advincula early, this time alleging knee pain. Respondent and opposing counsel agreed that the deposition was to resume on April 17, 2006. Respondent did not have a valid reason for arriving late to the start of the deposition or returning late after lunch.

7. On April 16, 2006, at approximately 9:00 p.m., respondent left a voice-mail message for opposing counsel, postponing the deposition scheduled for the following morning due to illness. His message said he only needed a two-day postponement. Respondent was not sick, but said that he was for the sole purpose of further postponing the deposition, as evidenced by the unintended portion of the message left my respondent during which respondent laughed, and repeatedly shouted "fuck you man" in a voice different from the one in which he left the intended message.

8. On April 17, 2006, respondent's office staff -- pursuant to respondent's direction -- informed opposing counsel that respondent, despite his representations the night before that he would be able to resume the deposition in two days, was unavailable until May 2, 2006. Respondent and opposing counsel agreed the deposition would resume on May 2, 2006, at an agreed upon time;

9. On May 2, 2006, respondent arrived approximately forty-five minutes later than the agreed upon time for the fourth day of Advincula's deposition. Respondent did not have a valid reason for arriving late for the deposition.

10. Respondent and opposing counsel agreed to continue the deposition to June 6 and 7, 2006.

11. On June 5, 2006, respondent left a voice-mail message for opposing counsel stating: "Ray, this is Stanley Hilton. Cancel all depositions. I'm resigning from the bar tomorrow. I'm not going to be practicing law. No depositions. Advincula will have to get another lawyer. Just letting you know. Good bye." When respondent left the June 5, 2006 voice-mail, he intended to avoid having to appear at the fifth day of Advincula's deposition.

12. Respondent did not resign from the State Bar on June 6, 2006.

13. On July 10, 2006, counsel for Infinera filed a Motion for Protective Order and Request for Monetary Sanctions, which was heard September 8, 2006, by the Honorable Socrates P. Manoukian. Judge Manoukian granted the protective order on September 19, 2006, and rebuked respondent for his unethical and unprofessional behavior.

14. *After* Judge Manoukian made his ruling on the protective order, respondent attempted to have him disqualified by filing a motion under California Code of Civil Procedure sections 170.1 and 170.6, stating that the judge was strongly biased against him on the basis of national origin, ethnicity and his handicapped status. The motion pursuant to section 170.6 was untimely.

CONCLUSIONS OF LAW IN CASE NO. 06-O-14935

1. By without good reason repeatedly postponing, continuing, and canceling the deposition of Advincula, by without good reason arriving late for the start of these depositions and after the lunch break, by disparaging opposing counsel, and by making an untimely motion to disqualify Judge Manoukian, respondent recklessly and repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

2. By misrepresenting the reason he did not attend the deposition of Advincula on April 17, 2006, and by misrepresenting the reason he did not attend the deposition of Advincula on June 6-7,

2006, respondent committed acts involving moral turpitude, dishonesty and corruption (Bus. & Prof. Code §6106).

FACTS IN CASE NO. 07-O-14195

1. On September 16, 2005, Richard and Ann Newman ("the Newmans") hired respondent to represent them in a case involving credit card identity theft. The Newmans paid respondent $6,000 in advanced fees.

2. On October 21, 2005, respondent certified that he represented the Newmans in a suit against MBNA, Capital One Bank, Chase, Discover, First USA Bank, and Bank of America.

3. On December 29, 2005, respondent filed *Dick Newman, Ann Newman, and the Class of Persons Similarly Situated vs. Capital One Services, Inc.; Trans Union LLC; Equifax, Inc.; Experian Services Corp.; Bank of America Corporation; JPMorgan Chase & Co.; MBNA Marketing Systems, Inc.; Discover Financial Services, Inc.; First USA Bank, A Bank One Company; Cavalry Portfolio Services, LLC; David A. Bauer,* U.S. District Court for the Northern District of California case number C05 05409. Respondent served the complaint on Capital One, TransUnion, and Bank of America. Respondent did not serve the complaint on any other identified defendant.

4. On January 3, 2006, the Newmans e-mailed respondent, asking why the lawsuit named MBNA and inquiring as to the underlying legal theory. They also asked how they were going to avoid the statute of limitations issue. Respondent received this e-mail.

5. On January 12, 2006, respondent e-mailed the Newmans stating that the "case has been served on defendants." At the time he sent the e-mail to the Newmans, he should have known that not all of the named defendants had been served.

6. On January 12, 2006, respondent e-mailed the Newmans and told them that the Continuous Tort Theory should get around the problem with the statute of limitations.

7. On January 14, 2006, respondent e-mailed the Newmans and told them that: "the case has been served on all these defendants and their lawyers are calling me."

8. On January 21, 2006, respondent e-mailed the Newmans and stated: "We have gotten the complaint and summons served on defendants."

9. Respondent had not served all of the named defendants, and knew or should have known this fact.

10. On February 5, 2006, respondent e-mailed the Newmans and stated: "Virtually all the defendants are seeking extra time to respond to our complaint, Dick. Looks like they're worried."

11. Respondent knew or should have known that not all of the named defendants had been served. As of February 5, 2006, respondent had been contacted by only a few of the defendants.

12. On March 7, 2006, counsel for Capital One e-mailed respondent stating: "We have been trying to get a hold of you for months now, but your voice mail appears to be out of operation and you have not responded to our letters . . . ¶Although we have a motion to dismiss pending, Capital One is still interested in investigating your clients' dispute . . . Would you please provide us the account number at issue so we can investigate your clients' dispute?" Respondent received this e-mail, and his staff forwarded it to the Newmans.

13. On May 13, 2006, respondent e-mailed the Newmans. In this e-mail respondent informed the Newmans that the hearing on Capital One's Motion to Dismiss had been continued from May 2, 2006, to June 2, 2006.

14. On May 13, 2006, the Newmans responded to respondent's May 13, 2006, e-mail. In their e-mail they asked: "On what grounds are they wanting to dismiss? What are the odds they would be successful . . .?" Respondent received this e-mail, but did not respond to it.

15. On June 3, 2006, respondent e-mailed the Newmans claiming that the hearing on Capital One's motion to dismiss went "great."

16. On July 13, 2006, counsel for Capital One and Bank of America e-mailed respondent a global settlement offer of $4,000. Counsel for Capital One made clear that they viewed the offer as generous and that the $4,000 was merely an attempt to save litigation costs. Respondent received this e-mail and forwarded it to the Newmans.

17. On July 13, 2006, respondent e-mailed the Newmans stating: "BOA and Capital One Offer $4000 to settle the case."

18. On July 27, 2006, counsel for Bank of America e-mailed respondent informing him that of the $4,000 offered on July 13, 2006, $2,000 was offered by Bank of America. Counsel for Bank of

America further notified respondent that if the offer was not accepted by 5:00 p.m. PST, August 4, 2006, it would be withdrawn. Respondent received this e-mail and forwarded it to the Newmans.

19. On July 27, 2006, respondent e-mailed the Newmans notifying them that: "The original $6K retainer has now been exhausted."

20. On July 29, 2006, counsel for Capital One e-mailed respondent confirming that the $4,000 offer would be withdrawn on August 4, 2006. Respondent received this e-mail.

21. On July 30, 2006, the Newmans authorized settlement with the defendants for $4,000 and requested an accounting from respondent for the $6,000 in advanced fees. Respondent received this request.

22. On August 1, 2006, respondent e-mailed the Newmans stating that he would be "glad to give you an accounting. . ."

23. On August 7, 2006, the Newmans e-mailed respondent. In the e-mail the Newmans renewed their request for a detailed billing. Respondent received this e-mail.

24. On August 7, 2006, respondent e-mailed the Newmans. In his e-mail respondent stated: "On billing I am old school, I use ledgers, not computers."

25. On August 22, 2006, the Newmans e-mailed respondent. In the e-mail the Newmans asked about the accounting they had requested. Respondent received this e-mail.

26. On August 22, 2006, respondent e-mailed the Newmans. In his e-mail respondent stated that he was preparing an accounting.

27. On November 29, 2006, respondent e-mailed the Newmans. In his e-mail respondent stated: "will send full accounting next week."

28. On November 29, 2006, the Newmans e-mailed respondent. In the e-mail they stated: "You still haven't given us any idea of where the $6K went. This request for an accounting was made clear back in July of this year. . ." Respondent received this e-mail.

29. On November 29, 2006, respondent e-mailed the Newmans. In his e-mail respondent stated: "I will send you full accounting when I return Dec 6 . . ."

30. Up to and including January 2, 2007, respondent never provided an accounting for the $6,000 in advanced fees received from the Newmans.

31. On January 3, 2007, respondent provided the Newmans the accounting requested on July 30, 2006. The accounting claimed $15,075 in legal fees and $1,780.70 in costs in the Newmans' matter.

32. On March 25, 2007, respondent and the Newmans modified their contract to a contingency fee agreement. Respondent was to retain 50% of any recovery in the filed matter. In exchange for the modification both respondent and the Newmans dropped their respective claims regarding fees owed or not owed.

33. On August 2, 2007, respondent e-mailed the Newmans. In his e-mail respondent notified the Newmans that Capital One had offered $3,500 to settle the case. He also notified the Newmans that the defendants had filed a Motion to Dismiss and for Sanctions which was to be heard on August 6, 2007.

34. On August 2, 2007, the Newmans e-mailed respondent. They accepted the offer from Capital One. Respondent received this e-mail.

35. On August 20, 2007, respondent e-mailed the settlement agreement with Capital One to the Newmans.

36. On August 20, 2007, the Newmans e-mailed respondent. They asked: "What about the other defendants? Nothing is mentioned about them...or have they previously been dismissed by the judge?" Respondent received this e-mail.

37. On August 21, 2007, the Newmans e-mailed respondent. In the e-mail they asked what happened to the other defendants in their case. Respondent received this e-mail.

38. On August 21, 2007, respondent e-mailed the Newmans. In his e-mail respondent wrote: "only capitrol [sic] one is williong [sic] to pay you anything to settle[.] ¶the other defendants offer only a mutual general release, waiver of any costs and atty fees claims against you. ¶RX settle for that as our strongest case was against cap one."

39. On September 7, 2007, respondent e-mailed two mutual releases to the Newmans for TransUnion and Bank of America. The Newmans e-mailed the signed releases back and asked "Where are the others?" Respondent replied: "Which others?"

40. On September 21, 2007, respondent sent the Newmans the $3,500 settlement check from Capital One.

41. On September 25, 2007, the Newmans e-mailed respondent. They asked respondent where the releases were for the remaining defendants. Respondent received this e-mail.

42. On September 25, 2007, respondent e-mailed the Newmans. In his e-mail respondent stated that he would look into where the other releases were for the remaining defendants.

43. On September 25, 2007, respondent e-mailed the Newmans regarding the other defendants, stating "I believe some of the defendants filed motions to dismiss against them a while ago which were granted."

44. On September 27, 2007, respondent e-mailed the Newmans. In his e-mail respondent stated: "As to the other defendants, I am getting the orders to send you but my understanding is they were dismissed per judge."

45. In fact the remaining defendants had never been served, which respondent knew.

46. On September 27, 2007, the Newmans e-mailed respondent. They asked respondent how it was that 3/4 of the defendants had been dismissed without their learning of the dismissals. Respondent received this e-mail.

47. On September 28, 2007, respondent e-mailed the Newmans. In his e-mail respondent claimed that: "The case is still alive for 3/4 defendants." Later on this date respondent sent another e-mail and stated: "The 3/4 defendants you mentioned were not dismissed. They are still technically in the case. Evidentlyn [sic] there were problems serving them."

48. On September 30, 2007, respondent e-mailed the Newmans. In his e-mail respondent stated: "For your information, the issues involved with the other defendants were the same as with the spearhead defendants we settled with. Thus thew [sic] results would have been the same. Nonetheless, if you want to continue the case against these 7 defendants, I told you I am willing to do so, . . . "

49. On October 1, 2007, respondent e-mailed the Newmans. In his e-mail respondent stated: ". . .I believe that further pursuit of the remaining defendants in this case by serving and prosecuting them would be futile and meritless. . . As such, I don't think I am legally bound to serve defendants whose liability has basically been denied by the court per prior rulings.

50. Between December 29, 2005 and at least October 7, 2007, respondent failed to serve the complaint on Equifax, Inc.; Experian Services Corp.; JPMorgan Chase & Co.; Discover Financial

Services, Inc.; First USA Bank, A Bank One Company; Cavalry Portfolio Services, LLC; and David A. Bauer, and failed to make any attempt to obtain compensation for the Newmans from these entities.

51. On October 7, 2007, respondent e-mailed the Newmans. In his e-mail respondent stated: "I have told you the case is finished, the judge has closed the file. You have no exposure to any of the unserved defendants because they have incurred no costs." Respondent also stated that he was willing to send mutual releases to all the unserved defendants.

52. On October 10, 2007, respondent e-mailed the Newmans. In his e-mail respondent stated: "I am willing to send mutual releases to all the unserved defendants."

53. Although the case is closed, to date the unserved defendants remain named in the suit filed by respondent.

CONCLUSIONS OF LAW IN CASE NO. 07-O-14195

1. By failing to provide an accounting of the $6,000 in advanced fees as first requested by the Newmans on July 30, 2006, until January 2, 2007, respondent failed to promptly render appropriate accounts to a client regarding all funds of the client coming into respondent's possession in wilful violation of Rule of Professional Conduct 4-100(B)(3).

2. By failing to serve the complaint on all of the defendants, and because his failure to serve those defendants prejudiced his ability to obtain compensation from those defendants for his clients, respondent recklessly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

3. By not informing the Newmans until August 2007 that he had failed to serve the complaint on Equifax, Inc.; Experian Services Corp.; JPMorgan Chase & Co.; Discover Financial Services, Inc.; First USA Bank, A Bank One Company; Cavalry Portfolio Services, LLC; and David A. Bauer, respondent failed to keep a client reasonably informed of significant developments in a matter in which respondent had agreed to provide legal services in wilful violation of California Business and Professions Code section 6068(m).

4. By leading the Newmans to believe that all of the defendants except Capital One, Bank of America, and Transunion had been dismissed by order of the court in case no. C05 05409 when they had not, and by leading the Newmans to believe that Equifax, Inc.; Experian Services Corp.; JPMorgan

Chase & Co.; Discover Financial Services, Inc.; First USA Bank, A Bank One Company; Cavalry Portfolio Services, LLC; and David A. Bauer had been dismissed from case no. C05 05409 when they had not, respondent committed acts involving moral turpitude, dishonesty and corruption (Bus. & Prof. Code §6106).

FACTS IN CASE NO. 08-O-11448

1. In December 2004, Ms. Bibi Bahari ("Bahari") hired respondent on a 30% contingency fee basis to represent her in an action for unlawful termination and discrimination against Cisco, her former employer.

2. On January 18, 2005, respondent filed a complaint in US District Court on behalf of Bahari, case number 5:05-CV-00248-RMW. The complaint named someone other than the defendant as the defendant in the body of the complaint, and referred to Bahari in the wrong gender form. Respondent did not serve the complaint on Bahari's former employer.

3. Beginning in February 2005, Bahari was unable to contact respondent. Bahari attempted to reach respondent by telephone and fax, but respondent did not respond in any way. At least one of respondent's telephones was disconnected.

4. In mid February, Bahari hired another attorney to represent her because she was unable to reach respondent. Respondent signed the substitution of attorney form. However, eventually respondent resumed contact with Bahari and Bahari allowed respondent to resume her representation.

5. On March 9, 2007, respondent made a grossly negligent $5,000 charge against Bahari's credit card. Respondent reversed the charge when Bahari notified him that she would otherwise report the matter to the police.

CONCLUSIONS OF LAW IN CASE NO. 08-O-11448

1. By not telling Bahari that he had never served the federal complaint on her former employer, respondent failed to keep a client reasonably informed of a significant development in a matter in which he had agreed to provide legal services in violation of Business and Professions Code section 6068(m).

2. By filing a complaint which named someone other than the defendant as the defendant and referred to Bahari in the wrong gender form, and not serving the complaint, respondent recklessly

and repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

3. By not communicating with Bahari in February 2005, which resulted in Bahari hiring other counsel, respondent failed to respond to reasonable client status inquiries in violation of Business and Professions Code section 6068(m).

4. By making a charge on Bahari's credit card that he knew he was not authorized to make, respondent was grossly negligent (Bus. & Prof. Code §6106).

FACTS IN CASE NO. 08-O-13080

1. On January 12, 2008, Carmel Fogarty ("Fogarty") hired respondent to represent her in a criminal Driving Under the Influence ("DUI") proceeding, case no. NM373222A and a Department of Motor Vehicles ("DMV") license revocation hearing.

2. Fogarty paid respondent a total of $5,500 in advanced fees.

3. During the first week of March, 2008, respondent was unavailable to Fogarty by telephone and fax. Fogarty tried to both fax and telephone respondent. During this period, respondent's fax machine would not accept incoming faxes. Also during the same period, respondent's telephone was out of service.

4. Thereafter, Fogarty left at least six telephone messages for respondent during the month of March 2008, attempting to get status updates and other information on her legal matters. On March 30, 2008, respondent and Fogarty met to discuss the communication issues.

5. On April 21, 22 and 23, 2008, Fogarty left telephone messages for respondent specifically attempting to discuss with respondent what to expect and do in preparation for the upcoming DMV hearing. Respondent received these messages, but did not respond in any way to them.

6. On April 25, 2008, Fogarty tried to contact respondent by telephone, but his voice-mailbox was full and could accept any more messages.

7. On April 28, 2008, Fogarty left a telephone message for respondent requesting a status update. Respondent received this message, but did not respond in any way.

8. On April 30, 2008, Fogarty left a telephone message for respondent requesting a status update. Respondent received this message, but did not respond in any way.

9. Respondent never prepared Fogarty for the DMV hearing.

10. Respondent never prepared Fogarty for the DUI matter.

11. Between January 12, 2008, and May 8, 2008, respondent made several appearances in the DUI matter asking for continuances. After obtaining the continuances, respondent took no substantive action on behalf of Fogarty.

12. Between January 12, 2008, and May 8, 2008, respondent made several appearances in the DMV matter, but took no substantive action.

13. On April 8, 2008, respondent arrived 40 minutes late for the DMV hearing and had not previously prepared Fogarty for her testimony. The hearing was continued to April 17, 2008.

14. On April 17, 2008, respondent appeared at the DMV hearing, but was unprepared and without documents. The DMV presented its case. Fogarty's portion of the DMV hearing was continued to May 22, 2008.

15. By letter dated May 15, 2008, sent to respondent, Fogarty requested a refund and accounting of the $5,500 in advanced fees. Shortly after May 15, 2008, respondent received Fogarty's May 15, 2008 letter.

16. At no time did respondent take any action of any value to Fogarty.

17. To date, respondent has failed to provide an accounting to Fogarty.

18. To date, respondent has not refunded any portion of the advanced fees paid by Fogarty.

19. On May 22, 2008, Fogarty represented herself at her DMV hearing because she was unable to obtain representation by another attorney. Fogarty's license was suspended.

20. On June 9, 2008, Fogarty had her DUI hearing continued so she could hire another attorney. She did so.

21. On July 7, 2008, Fogarty's new attorney was successful in getting the DUI case dismissed.

CONCLUSIONS OF LAW IN CASE NO. 08-O-13080

1. By not preparing for Fogarty's DMV hearings, including not preparing Fogarty for her testimony, respondent recklessly and repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

2. By not responding to Fogarty's reasonable status inquiries, respondent violated Business and Professions Code, section 6068(m).

3. By not providing an accounting to Fogarty, respondent wilfully violated Rule of Professional Conduct, rule 4-100(B)(3).

4. By not refunding unearned advanced fees to Fogarty, respondent wilfully violated Rule of Professional Conduct 3-700(D)(2).

FACTS IN CASE NO. 08-O-13110

1. In or around September 2006, Richerson met and employed respondent for various legal matters.

2. In or around September 2006, respondent suggested to Richerson that he file a claim with the Social Security Administration ("SSA") for Social Security Disability Income ("SSDI"). Thereafter respondent and Richerson filed a SSDI claim with SSA.

3. In or around September 2007, Richerson's SSDI claim was denied by SSA.

4. On September 19, 2007, Richerson e-mailed respondent regarding the denial of the disability claim. Richerson stated that an appeal needed to be filed. Respondent received this e-mail shortly after it was sent.

5. Respondent told Richerson he would file an immediate appeal.

6. On March 18, 2008, Richerson e-mailed respondent. In his e-mail Richerson asked whether respondent had filed "the appeal for the SSDI?." Respondent received this e-mail shortly after it was sent.

7. On June 14, 2008, Richerson e-mailed respondent. In his e-mail Richerson asked for "confirmation from you on whether or not you filed the SSDI Appeal."

8. On June 16, 2008, respondent e-mailed Richerson. Respondent stated: "SSI SAYS THEY DID NOT GET APPEAL."

9. At no time did respondent successfully file an appeal of Richerson's denied SSDI claim. Nor did respondent admit to Richerson that no appeal had been filed until sometime after June 16, 2008.

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CONCLUSIONS OF LAW IN CASE NO. 08-O-13110

1. By not filing an appeal of the denial of Richerson's SSDI claim after agreeing to do so, respondent recklessly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

2. By not telling Richerson that an appeal had not been successfully filed for at least nine months, respondent failed to keep a client reasonably informed of significant developments in a matter in which respondent had agreed to provide legal services in violation of California Business and Professions Code section 6068(m).

FACTS IN CASE NO. 08-O-14802

1. In August 2007 respondent represented Linda Byrum ("Byrum") in a legal malpractice claim against attorney Richard Damon ("Damon") based on Damon's representation of Byrum in a real estate matter.

2. Beginning in or around January 2008, respondent represented Linda Byrum ("Byrum") against Richard Damon ("Damon") in Santa Cruz County Superior Court case no. CV157990.

3. On January 25, 2008, counsel for Damon filed a Motion to Disqualify Attorney Stanley Hilton. The motion was heard on March 11, 2008, and granted on March 31, 2008, disqualifying respondent. The order was filed and served the court on April 4, 2008. Respondent received the order shortly after April 4, 2008.

4. On July 17, 2008, Byrum filed her Request for Dismissal of Santa Cruz County Superior Court case no. CV157990. Her dismissal did not dismiss the cross-complaint therein filed by Damon. Thus, that portion of the Santa Cruz County Superior Court case continued.

5. On July 17, 2008, respondent filed on behalf of Byrum, Santa Clara County Superior Court case no. 1-08-CV-117571. The causes of action in the Santa Clara County Superior Court case were essentially the same as those in the dismissed Santa Cruz action. Respondent filed Santa Clara County Superior Court case no. 1-08-CV-117571 in an effort to circumvent his disqualification in Santa Cruz County Superior Court case no. CV157990. Respondent did not disclose to the court that he had been disqualified as counsel in the case by the court in Santa Cruz County.

6. On December 5, 2008, counsel for Damon wrote to respondent seeking agreement on a date for a hearing on a Motion to Transfer Venue from Santa Clara Superior Court to Santa Cruz Superior Court. Respondent received this letter shortly after December 5, 2008.

7. On December 8, 2008, counsel for Damon filed a Motion to Transfer Venue in Santa Clara County Superior Court case no. 1-08-CV-117571. Counsel for Damon served the motion on respondent by mail. Respondent received the motion.

8. Any response to the Motion to Transfer Venue in Santa Clara County Superior Court case no. 1-08-CV-117571 was due no later than January 6, 2009. Respondent did not file a response to the motion.

9. On January 12, 2009, counsel for Damon filed a pleading regarding respondent's lack of opposition to the Motion to Transfer in Santa Clara County Superior Court case no. 1-08-CV-117571.

10. On January 15, 2009, respondent called counsel for Damon and claimed to not have seen the Motion to Transfer. As of January 15, 2009, respondent had, in fact, received the Motion to Transfer.

11. As of January 15, 2009, respondent had either seen the Motion to Transfer or was grossly negligent in not having seen the Motion to Transfer.

12. On January 16, 2009, respondent filed his Opposition to Motion to Transfer Venue in Santa Clara County Superior Court case no. 1-08-CV-117571. Respondent claimed that he had not seen the Motion to Transfer Venue. Respondent knew or should have known that his claim was misleading because he either: 1) had seen the motion; or 2) was grossly negligent for not seeing the motion.

13. On January 21, 2009, Santa Clara County Superior Court ordered the transfer of case no. 1-08-CV-117571 to Santa Cruz County Superior Court.

14. On January 21, 2009, in Santa Clara Superior Court case no. 1-08-CV-117571, respondent was ordered to pay $800 in sanctions. To date, respondent has failed to pay the sanctions ordered.

CONCLUSIONS OF LAW IN CASE NO. 08-O-14802

1. By refiling in Santa Clara the same case that had been earlier dismissed in Santa Cruz, without revealing to the new court that he had been disqualified as counsel in the case, respondent employed, for the purposes of maintain the causes confided in him, means which were inconsistent with

truth and sought to mislead a judge or judicial officer by an artifice in violation of California Business and Professions Code section 6068(d).

2. By remaining as counsel in the same case from which he had been disqualified from serving as counsel, respondent failed to maintain the respect due to the courts of justice and judicial officers in violation of California Business and Professions Code section 6068(b).

3. By filing on behalf of Byrum essentially the same action in Santa Clara County Superior Court, while the Santa Cruz County Superior Court cross-complaint action was ongoing and after he had been disqualified from representing Byrum by the Santa Cruz County Superior Court, respondent failed to maintain respect due the courts in violation of Business and Professions Code section 6068(b).

4. By claiming in his Opposition to Motion to Transfer Venue that he had not seen the Motion to Transfer Venue, when he had received the Motion by January 15, 2009, respondent sought to mislead a judge by an artifice in violation of Business and Professions Code section 6068(d).

5. By not paying the sanction ordered on January 21, 2009, in Santa Clara Superior Court case no. 1-08-CV-117571, respondent violated Business and Professions Code section 6103.

FACTS IN CASE NO. 09-O-10410

1. On March 25, 2005, Juan Ruiz Lozada ("Ruiz"), and Ruiz' then wife, Patricia Cortez ("Cortez"), and respondent signed an attorney-client fee agreement. Respondent agreed to defend Ruiz and Cortez in a real property dispute that had been filed in Santa Clara Superior Court, case no. 1-05-CV-036923.

2. On December 20, 2005, mediation was held in case no. 1-05-CV-036923. The parties settled the matter. A general release was to be signed promptly. On March 3, 2006, the parties and counsel executed a general release in case no. 1-05-CV-036923. Part of the general release required Ruiz and Cortez to provide the opposing counsel with a Notice of Withdrawal of Notice of Pendency of Action; withdraw the *lis pendens* against the opposing party's property; and dismiss the cross-action with prejudice. The settlement was eventually enforced pursuant to court order dated April 11, 2006.

3. Opposing counsel filed a Motion to Enforce Settlement, which was successful. Opposing counsel through the Motion also sought and obtained court ordered fees and costs. The judgment for fees and cost against Ruiz and Cortez totaled $6,781.33, and was dated July 13, 2006.

4. At some point after July 13, 2006, respondent and Ruiz decided to file suit against the Zepedas, the original plaintiffs in the case which settled on December 20, 2005.

5. Respondent did not interview any witnesses before agreeing to pursue a matter against the Zepedas.

6. On February 29, 2008, respondent filed case no. 1-08-CV-107127, on behalf of Ruiz, a complaint that arose out of partly the same facts as case no. 1-05-CV-036923, but also alleged, among other things, fraud.

7. Subsequent to February 29, 2008, respondent took no action to prosecute this claim. Respondent did not interview any witnesses or provide Ruiz with any status or other information regarding the case.

8. On July 17, 2008, the opposing party in case no. 1-08-CV-107127 filed and served on respondent a Special Motion to Strike. Respondent received this motion on July 17, 2008, or very shortly thereafter. Respondent never filed a response.

9. On August 21, 2008, a hearing was held in case no. 1-08-CV-107127. At the hearing respondent acknowledged that he had failed to file a response, but in reference to when respondent received the served copy of the Special Motion to Strike, respondent stated to the judge: ". . . I did not receive the actual copy of it until about ten days ago or so." Respondent's statement as to when respondent received the motion was intended by respondent to mislead the court.

10. On August 22, 2008, the court granted defendants' motion and struck the first and second causes of action, which were the only causes of action. This effectively dismissed case no. 1-08-CV-107127. On August 26, 2008, the order was served on respondent.

11. Respondent had 60 days after service of the August 26, 2008 order to timely appeal the dismissal. Respondent did not appeal the order; nor did he advise Ruiz of his appeal rights.

12. On September 5, 2008, pursuant to the court's August 22, 2008 ruling, opposing counsel filed a Cost Memorandum in case no. 1-08-CV-107127. Respondent was served the Cost Memorandum shortly after September 5, 2008. Respondent did not file anything in response to the cost memorandum. Nor did respondent notify Ruiz or Cortez of the cost memorandum, its significance, or that respondent had not filed any response to the Memorandum of Costs filed by the opposing party.

13. In or around the first week of October 2008, because he could not obtain any information on the case from respondent, Ruiz went to the courthouse and examined the court file. Ruiz found that in October 2008, a new judgment had been entered against him in the sum of $9,532.53.

14. When Ruiz asked respondent about the judgment against him, respondent admitted cancelling the case management conference in the fraud matter which ultimately resulted in the judgment against Ruiz.

15. Not until October 8, 2008, did respondent inform Ruiz that the court had dismissed case no. 1-08-CV-107127.

16. Fees and costs were awarded against Ruiz.

CONCLUSIONS OF LAW IN CASE NO. 09-O-10410

1. By failing to file anything in response to the cost memorandum, failing to notify either Ruiz or Cortez of the cost memorandum, its significance, or that respondent had not filed any response to the Memorandum of Costs filed by the opposing party, and by failing to prosecute the fraud case and failing to respond to the Special Motion to Strike which ultimately resulted in a $9,532.53 judgment against Ruiz, respondent recklessly and repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

2. By failing to inform Ruiz of the cancellation of the case management conference in the fraud case, and failing to inform Ruiz of the judgments against him, respondent failed to keep a client reasonably informed of significant developments in matters in which respondent had agreed to provide legal services in violation of California Business and Professions Code § 6068(m).

3. By not responding to the July 17, 2008 Special Motion to Strike, and by not filing an appeal of the August 22, 2008 order, respondent recklessly and repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

4. By not informing Ruiz that he had not filed a response to the July 17, 2008 Special Motion to Strike, by not informing Ruiz that he had 60 days in which to file an appeal from the order dismissing counts one and two in case no. 1-08-CV-107127, and by not informing Ruiz that he had failed to file any response to the Memorandum of Costs, respondent failed to keep a client reasonably

informed of significant developments in a matter in which respondent had agreed to provide legal services in violation of Business and Professions Code section 6068(m).

FACTS IN CASE NO. 08-C-10286

1. On June 6, 2006, respondent made a telephone report to the Redwood City Police Department falsely claiming that he had heard his estranged wife, Raquel Villalba ("Villalba"), threaten to kill their three young children. During his call to the police respondent urged them to immediately dispatch police to Villalba's home. Respondent and Villalba were in the process of divorcing.

2. Based on respondent's call, two police officers, including a detective, were dispatched to Villalba's home, and after receiving no answer at the door, they hopped the backyard fence and made entry through an open kitchen window. The house was empty.

3. Respondent falsely told police investigators that when he was speaking with Villalba's mother on the telephone he heard his wife yelling she was going to kill their children "Andrea Yates" style.

4. On July 20, 2006, the San Mateo County District Attorney's Office filed a criminal complaint charging respondent with misdemeanor violation of Penal Code section 148(a)(3), filing a false police report (San Mateo County Superior Court Case No. SM346197A).

5. On December 26, 2006, respondent pled nolo contendere to and was convicted of a misdemeanor violation of Penal Code § 415(3), "using offensive words in a public place which are inherently likely to provoke an immediate violent reaction" and thereafter the Penal Code section 148(a)(3) charged was dismissed.

6. On February 26, 2007, respondent was sentenced to one year of court/summary probation, including, but not limited to, ten hours of community service.

CONCLUSIONS OF LAW IN CASE NO. 08-C-10286

1. By falsely reporting to police that his estranged wife had threatened to kill their three young children, respondent committed an act of moral turpitude (Bus. & Prof. Code §6106).

2. By falsely reporting to police that his estranged wife had threatened to kill their three young children, respondent violated Business and Professions Code section 6068(a).

FACTS SUPPORTING AGGRAVATING CIRCUMSTANCES

Indifference

Respondent demonstrated indifference towards rectification or atonement for the consequences of his misconduct in that he failed to return money that he knew he had not earned, failed to make whole clients that had been sanctioned because of him, failed to apologize to the courts and opposing counsel for wasting that their time (and, in fact, insulted opposing counsel when questioned). Indifference is further shown by the fact that these behaviors continued over a period of more than four years and involved nine clients.

Multiple/Pattern of Misconduct

The charges resolved through this Stipulation involve ten cases against respondent. The misconduct was repeated and the nine client-related matters evidence a pattern of misconduct.

PENDING PROCEEDINGS.

The disclosure date referred to on page 2, paragraph A (6), was January 12, 2010.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of January 12, 2010, the prosecution costs in this matter are $9,387.91. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings. This figure does not include any costs associated with Lawyers' Assistance Program and/or Alternative Discipline Program costs and/or expenses, if any.

WAIVER OF OBJECTION TO CLIENT SECURITY FUND PAYMENTS

Respondent agrees to waive any objection to payment by the State Bar Client Security Fund of the principal amount of any restitution ordered by the State Bar Court in this case.

(Do not write above this line.)

In the Matter of STANLEY G. HILTON	Case number(s): 05-O-04119, 06-O-14935, 07-O-12717, 07-O-14195, 08-O-11448, 08-O-13080, 08-O-13110, 08-O-14802, 08-C-10286, 09-O-10410

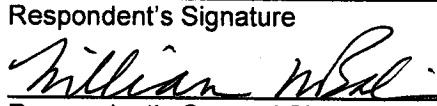
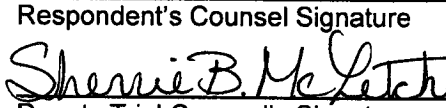
SIGNATURE OF THE PARTIES

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, this Stipulation will be filed and will become public. Upon Respondent's successful completion of or termination from the Program, the specified level of discipline for successful completion of or termination from the Program as set forth in the State Bar Court's Confidential Statement of Alternative Dispositions and Orders shall be imposed or recommended to the Supreme Court.

1-26-10 Date	 Respondent's Signature	Stanley G. Hilton SG Hilton Print Name
1/26/10 Date	 Respondent's Counsel Signature	William M. Balin William M. Balin Print Name
1-26-10 Date	 Deputy Trial Counsel's Signature	Sherrie B. McLetchie Sherrie B McLetchie Print Name

(Do not write above this line.)

In the Matter Of **STANLEY G. HILTON**	Case Number(s): **05-O-04119, 06-O-14935, 07-O-12717, 07-O-14195, 08-O-11448, 08-O-13080, 08-O-13110, 08-O-14802, 08-C-10286, 09-O-10410**

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(a), Rules of Procedure.)

Feb 1, 2010
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. 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 February 1, 2010, I deposited a true copy of the following document(s):

STIPULATION RE FACTS AND CONCLUSIONS OF LAW

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

[X] by personally delivering such documents to the following individuals at 180 Howard Street, 6th Floor, San Francisco, California 94105-1639:

STANLEY G. HILTON, ESQ.
WILLIAM M. BALIN, ESQ.
SHERRIEB. McLETCHIE, ESQ.

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on **February1, 2010**

Lauretta Cramer
Case Administrator
State Bar Court