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State Bar Court of California Hearing Department Los Angeles DISBARMENT		
<p>Counsel For The State Bar</p> <p>Rosalba L. Gutierrez Deputy Trial Counsel 1149 S. Hill Street Los Angeles, CA 90015 (213) 765-1671</p> <p>Bar # 270469</p>	<p>Case Number(s):</p> <p>12-O-11808; 12-O-12129; 12-O-12130; 12-O-12131; 12-O-12132; 12-O-12134; 12-O-12135; 12-O-12136; 12-O-12624; 12-O-12686; 12-O-12705; 12-O-12732 (inv).</p>	<p>For Court use only</p> <p style="text-align: center; font-size: 24pt;">PUBLIC MATTER</p> <p style="text-align: center; font-size: 24pt;">FILED</p> <p style="text-align: center;">JUN 25 2012 <i>RZ</i></p> <p style="text-align: center;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>Counsel For Respondent</p> <p>Paul Jean Virgo 9909 Topanga Blvd # 282 Chatsworth, CA 91311 (310) 666-9701</p> <p>Bar # 67900</p>	<p>Submitted to: Assigned Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</p>	
<p>In the Matter of:</p> <p>Tuan Thanh Tran</p> <p>Bar # 202837</p> <p>A Member of the State Bar of California (Respondent)</p>	<p>DISBARMENT</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	

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 November 23, 1999.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of (19) pages, not including the order.



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- (4) A statement of acts or omissions acknowledged by respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law."
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
 - Costs to be awarded to the State Bar.
 - Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - Costs are entirely waived.
- (9) **ORDER OF INACTIVE ENROLLMENT:**
The parties are aware that if this stipulation is approved, the judge will issue an order of inactive enrollment under Business and Professions Code section 6007, subdivision (c)(4), and Rules of Procedure of the State Bar, rule 5.111(D)(1).

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**
 - (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. Respondent settled cases and collected settlement funds without his clients' authorization.
- (3) **Trust Violation:** Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. Respondent's repeated failure to resolve medical liens and/or disburse settlement funds left his clients without the monetary relief they needed after suffering physical injuries.

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

Additional aggravating circumstances:

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

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

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(12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.

(13) **No mitigating circumstances** are involved.

Additional mitigating circumstances:

D. Discipline: Disbarment.

E. Additional Requirements:

- (1) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (2) **Restitution:** Respondent must make restitution to (see attachment pgs. 17-18) in the amount of \$ _____ plus 10 percent interest per year from _____. If the Client Security Fund has reimbursed for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than _____ days from the effective date of the Supreme Court order in this case.
- (3) **Other:**

(Do not write above this line.)

In the Matter of: Tuan Thanh Tran	Case Number(s): 12-O-11808; 12-O-12129; 12-O-12130; 12-O-12131; 12-O-12132; 12-O-12134; 12-O-12135; 12-O-12136; 12-O-12624; 12-O-12686; 12-O-12705; 12-O-12732
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Nolo Contendere Plea Stipulations to Facts, Conclusions of Law, and Disposition

The terms of pleading nolo contendere are set forth in the Business and Professions Code and the Rules of Procedures of the State Bar. The applicable provisions are set forth below:

Business and Professions Code § 6085.5 Disciplinary Charges; Pleas to Allegations

There are three kinds of pleas to the allegations of a notice of disciplinary charges or other pleading which initiates a disciplinary proceeding against a member:

- (a) Admission of culpability.
- (b) Denial of culpability.
- (c) Nolo contendere, subject to the approval of the State Bar Court. The court shall ascertain whether the member completely understands that a plea of nolo contendere will be considered the same as an admission of culpability and that, upon a plea of nolo contendere, the court will find the member culpable. The legal effect of such a plea will be the same as that of an admission of culpability for all purposes, except that the plea and any admissions required by the court during any inquiry it makes as to the voluntariness of, or the factual basis for, the pleas, may not be used against the member as an admission in any civil suit based upon or growing out of the act upon which the disciplinary proceeding is based.

Rules of Procedure of the State Bar, rule 5.56. Stipulations to Facts, Conclusions of Law, and Disposition

“(A) **Contents.** A proposed stipulation to facts, conclusions of law, and disposition must comprise:

[¶] . . . [¶]

(5) a statement that the member either:

- (a) admits the truth of the facts comprising the stipulation and admits culpability for misconduct; or
- (b) pleads nolo contendere to those facts and misconduct;

[¶] . . . [¶]

(B) **Plea of Nolo Contendere.** If the member pleads nolo contendere, the stipulation must also show that the member understands that the plea is treated as an admission of the stipulated facts and an admission of culpability.”

I, the Respondent in this matter, have read the applicable provisions of Business and Professions Code section 6085.5 and rule 5.56 of the Rules of Procedure of the State Bar. I plead nolo contendere to the charges set forth in this stipulation and I completely understand that my plea will be considered the same as an admission of culpability except as stated in Business and Professions Code section 6085.5(c).

6-8-2012
Date

Tuan Tran
Respondent's Signature

TUAN TRAN
Print Name

ATTACHMENT TO

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: Tuan Thanh Tran

CASE NUMBER(S): 12-O-11808; 12-O-12129; 12-O-12130; 12-O-12131;
12-O-12132; 12-O-12134; 12-O-12135; 12-O-12136;
12-O-12624; 12-O-12686; 12-O-12705; 12-O-12732

FACTS AND CONCLUSIONS OF LAW.

Respondent pleads nolo contendere to the following facts and violations of the statutes specified herein, and acknowledges that he understands that the plea of nolo contendere shall be considered the same as an admission of the stipulated facts and of his culpability of the statutes specified herein.

Case No. 12-O-11808 (Complainant: Samuel Tran)

FACTS:

1. On June 12, 2006, Samuel Tran ("Tran") was involved in an automobile accident. Shortly thereafter, Tran hired Respondent to represent him in his personal injury matter arising from the accident.
2. Under the terms of Respondent's contingency fee agreement with Tran, Respondent was entitled to 33 1/3% of the gross recovery if the claim resolved prior to trial, and 40% if the claim resolved after the court scheduled a trial or arbitration of the claim.
3. On August 30, 2006, Respondent signed a medical lien for Tran's medical services. On March 9, 2007, Respondent settled Tran's claim for \$1,426.87 with AAA Insurance.
4. Thereafter, Respondent received and deposited the \$1,426.87 into his client trust account ("CTA").
5. Respondent was required to maintain \$475.62 for the benefit of Tran's medical provider until the funds were properly disbursed.
6. To date, Respondent has failed to disburse any of the \$475.62 to Tran or his medical provider. Respondent used the \$475.62 for his personal benefit.
7. Respondent dishonestly misappropriated \$475.62 of Tran's funds.
8. On December 5, 2011, Tran received a past due notice from the chiropractor stating that the lien had never been paid. On December 8, 2011, Tran sent Respondent an email informing Respondent that Tran was in receipt of the past due notice and that Tran had been unsuccessful in his attempts to communicate with Respondent both via email and in person. On December 15, 2011, Respondent responded that the lien had been paid and that Respondent was trying to get in contact

with the chiropractor to provide proof of payment. Tran emailed Respondent on January 9, 2012 asking for a status update. Respondent received Tran's email but did not respond.

CONCLUSIONS OF LAW:

By not paying the medical lien and not completing disbursement of the \$475.62 from the \$1,426.87 settlement, Respondent willfully failed to pay promptly, as requested by the client, any funds in the Respondent's possession which the client was entitled to receive in violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

By not maintaining \$475.62 in the CTA for Tran's medical provider, Respondent willfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account" or words of similar import in violation of rule 4-100(A) of the Rules of Professional Conduct.

By misappropriating \$475.62, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

By failing to respond to Tran's update request, Respondent willfully failed to communicate in violation of Business and Professions Code section 6068(m).

By misrepresenting to Tran that the medical bill had been paid when Respondent knew or was grossly negligent in not knowing that the bill was still outstanding, Respondent committed an act of moral turpitude in willful violation of Business and Professions Code section 6106.

Case No. 12-O-12129 (Complainant: Quan Nguyen)

FACTS:

9. Quan Nguyen ("Nguyen") was involved in an automobile accident on December 21, 2008. Shortly thereafter, Nguyen hired Respondent to represent him in his personal injury matter arising from the accident.
10. Under the terms of Respondent's contingency fee agreement with Nguyen, Respondent was entitled to 33 1/3% of the gross recovery if the claim resolved prior to trial, and 40% if the claim resolved after the court scheduled a trial or arbitration of the claim.
11. On February 9, 2009, Respondent signed a medical lien for Nguyen's medical services. On December 16, 2009, Respondent settled Nguyen's claim for \$7,820 with Mercury Insurance. Thereafter, Respondent received and deposited the \$7,820 into his CTA.
12. Respondent was required to maintain at least \$2,160 for the benefit of Nguyen's medical provider until the funds were properly disbursed.
13. To date, Respondent has failed to disburse the \$2,160 withheld from Nguyen's settlement proceeds for the medical lien. Respondent used the \$2,160 for his personal benefit.
14. Respondent dishonestly misappropriated \$2,160 of Nguyen's funds.

15. Nguyen received notice of an outstanding medical bill from Chiropractic Arts in December 2011. Nguyen contacted Respondent in December 2011 regarding the outstanding medical bill. Respondent stated that the medical bill had been paid but Respondent did not provide proof of payment.

CONCLUSIONS OF LAW:

By not paying the medical lien and not completing disbursement of at least \$2,160 from the \$7,820 settlement, Respondent willfully failed to pay promptly, as requested by the client, any funds in the Respondent's possession which the client was entitled to receive in violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

By not maintaining at least \$2,160 in the CTA for Nguyen's medical provider, Respondent willfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account" or words of similar import in violation of rule 4-100(A) of the Rules of Professional Conduct.

By misappropriating at least \$2,160, Respondent dishonestly, committed an act of moral turpitude in violation of Business and Professions Code section 6106.

By misrepresenting to Nguyen the medical bill had been paid when Respondent knew or was grossly negligent in not knowing that the bill was still outstanding, Respondent committed an act of moral turpitude in willful violation of Business and Professions Code section 6106.

Case No. 12-O-12130 (Complainant: Nga Le)

FACTS:

16. Nga Le ("Le") was involved in an automobile accident on September 14, 2009. On September 22, 2009, Le hired Respondent to represent her in her personal injury matter arising from the accident.
17. On March 23, 2010, Respondent signed a medical lien for Le's medical services.
18. On June 23, 2010, Nationwide Insurance issued a med-pay check, payable to Le and Respondent in the amount of \$2,146.25.
19. Thereafter, Respondent received and deposited the \$2,146.25 into his CTA.
20. Respondent was required to maintain \$2,146.25 for the benefit of Le's medical provider until the funds were properly disbursed.
21. To date, Respondent has failed to disburse any of the \$2,146.25 to Le or her medical provider. By March 3, 2011, Respondent's CTA balance dropped to \$39.99.
22. Respondent dishonestly misappropriated \$2,106.26 of Le's funds.
23. Respondent did not inform Le that Nationwide Insurance issued the \$2,146.25 in med-pay.

CONCLUSIONS OF LAW:

By not paying the medical lien and not completing disbursement of the \$2,146.25, Respondent willfully failed to pay promptly, as requested by the client, any funds in the Respondent's possession which the client was entitled to receive in violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

By not maintaining the \$2,145.26 in the CTA for Le's medical provider, Respondent willfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account" or words of similar import in violation of rule 4-100(A) of the Rules of Professional Conduct.

By misappropriating least \$2,106.26, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

By failing to notify Le that Respondent negotiated and received the \$2,146.25 for med-pay, Respondent willfully failed to notify his client of a significant development, in violation of Business and Professions Code section 6068(m).

Case No. 12-O-12131 (Complainant: Thanh Hai Nguyen)

FACTS:

24. Thanh Hai Nguyen ("Nguyen") was involved in an automobile accident on August 8, 2008. Shortly thereafter, Nguyen hired Respondent to represent her in her personal injury matter arising from the accident.
25. On September 17, 2008, Respondent signed a medical lien for Nguyen's medical services.
26. On June 10, 2010, Respondent settled Nguyen's case for \$6,990.19.
27. Thereafter, Respondent received and deposited \$6,990.19 into his CTA.
28. Respondent was required to maintain at least \$1,639.55 for the benefit of Nguyen's medical provider until the funds were properly disbursed.
29. To date, Respondent has failed to disburse any of the \$1,639.55 withheld from Nguyen's settlement proceeds for the medical lien. Respondent used the \$1,639.55 for his personal benefit.
30. Respondent dishonestly misappropriated \$1,639.55 of Nguyen's funds.

CONCLUSIONS OF LAW:

By not maintaining the \$1,639.55 in the CTA for Nguyen's medical provider, Respondent willfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account" or words of similar import in violation of rule 4-100(A) of the Rules of Professional Conduct.

By misappropriating at least \$1,639.55, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

Case No. 12-O-12132 (Complainant: Lily Tang)

FACTS:

31. Lily Tang ("Tang") was involved in an automobile accident on August 4, 2008. Shortly thereafter, Tang hired Respondent to represent her in her personal injury matter arising from the accident.
32. Under the terms of Respondent's contingency fee agreement with Tang, Respondent was entitled to 33 1/3% of the gross recovery if the claim resolved prior to trial, and 40% if the claim resolved after the court scheduled a trial or arbitration of the claim.
33. On September 17, 2008, Respondent signed a medical lien. On January 8, 2010, Respondent settled Tang's claim for \$5,140 with Infinity Insurance.
34. Thereafter, Respondent received and deposited the \$5,140 into his CTA.
35. Respondent was required to maintain at least \$718.25 for the benefit of Tang's medical provider until the funds were properly disbursed.
36. To date, Respondent has failed to disburse any of the \$718.25 to Tang or her medical provider. By August 25, 2010, the balance in Respondent's CTA had dropped to \$41.03.
37. Respondent dishonestly misappropriated \$677.22 of Tang's funds.

CONCLUSIONS OF LAW:

By not paying the medical lien and not completing disbursement of the \$718.25, Respondent willfully failed to pay promptly, as requested by the client, any funds in the Respondent's possession which the client was entitled to receive in violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

By not maintaining at least \$718.25 in the CTA for Tang's medical provider, Respondent willfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account" or words of similar import in violation of rule 4-100(A) of the Rules of Professional Conduct.

By misappropriating \$677.22, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

Case No. 12-O-12134 (Complainant: Quoc Ong)

FACTS:

38. Quoc Ong ("Ong") was involved in an automobile accident on May 23, 2007. On May 24, 2007, Ong hired Respondent to represent him in his personal injury matter arising from the accident.

39. Under the terms of Respondent's contingency fee agreement with Ong, Respondent was entitled to 33 1/3% of the gross recovery if the claim resolved prior to trial, and 40% if the claim resolved after the court scheduled a trial or arbitration of the claim.
40. On August 3, 2007, Respondent signed a medical lien. On October 31, 2007, Respondent settled Ong's claim for \$6,300 with AAA Insurance.
41. Thereafter, Respondent received and deposited the \$6,300 into his CTA.
42. Respondent was required to maintain at least \$1,317 for the benefit of Ong's medical provider until the funds were properly disbursed.
43. To date, Respondent has failed to disburse any of the \$1,317 to Ong or his medical provider. Respondent used the \$1,317 for his personal benefit.
44. Respondent dishonestly misappropriated \$1,317 of Ong's funds.

CONCLUSIONS OF LAW:

By not paying the medical lien and not completing disbursement of the \$1,317, Respondent willfully failed to pay promptly, as requested by the client, any funds in the Respondent's possession which the client was entitled to receive in violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

By not maintaining at least \$1,317 in the CTA for Ong's medical provider, Respondent willfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account" or words of similar import in violation of rule 4-100(A) of the Rules of Professional Conduct.

By misappropriating at least \$1,317, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

Case No. 12-O-12135 (Complainant: Brian Pham)

FACTS:

45. Brian Pham ("Pham") was involved in two automobile accidents on April 25, 2010 and July 11, 2010. Shortly after both accidents, Pham hired Respondent to represent him in both of his personal injury matters arising out of the accidents.
46. Under the terms of Respondent's contingency fee agreements with Pham, Respondent was entitled to 33 1/3% of the gross recovery if the claims resolved prior to trial, and 40% if the claims resolved after the court scheduled a trial or arbitration of the claims.
47. On June 9, 2010 and July 2012, Respondent signed medical liens. On March 9, 2011, Respondent settled Pham's April 25, 2010 claim for \$6,500 with AAA Insurance.
48. Thereafter, Respondent received and deposited the \$6,500 into his CTA.

49. On May 2, 2011, Respondent settled Pham's July 11, 2010 claim for \$1,500 with Mercury Insurance.
50. Shortly thereafter, Pham signed a waiver regarding his July 11, 2010 settlement proceeds with the understanding that the \$1,500 would be evenly divided between Respondent and Chiropractic Arts, his medical provider, for attorney's fees and medical services, respectively.
51. Respondent was required to maintain at least \$1,105 and \$750 for the benefit of Pham's medical provider until the funds were properly disbursed.
52. Respondent never distributed any of the \$1,105 or the \$750 to Pham or his medical provider.
53. Respondent dishonestly misappropriated \$1,855 of Pham's funds. Respondent used the \$1,855 for his personal benefit.

CONCLUSIONS OF LAW:

By not paying the medical liens and not completing disbursement of the \$1,855, Respondent willfully failed to pay promptly, as requested by the client, any funds in the Respondent's possession which the client was entitled to receive in violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

By not maintaining the \$1,855 in the CTA for Pham's medical provider, Respondent willfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account" or words of similar import in violation of rule 4-100(A) of the Rules of Professional Conduct.

By misappropriating \$1,855, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

Case No. 12-O-12136 (Complainant: Dang Nguyen)

FACTS:

54. Dang Nguyen ("Nguyen") was involved in an automobile accident on October 20, 2010. On October 21, 2010, Nguyen hired Respondent to represent him in his personal injury matter arising from the accident.
55. Under the terms of Respondent's contingency fee agreement with Nguyen, Respondent was entitled to 33 1/3% of the gross recovery if the claim resolved prior to trial, and 40% if the claim resolved after the court scheduled a trial or arbitration of the claim.
56. On September 20, 2011, Respondent settled Nguyen's claim for \$4,910 with Farmer's Insurance.
57. Thereafter, Respondent received and deposited the \$4,910 into his CTA.
58. Respondent was required to maintain at least \$3,273.33 for the benefit of Nguyen until the funds were properly disbursed.

59. To date, Respondent has failed to disburse any of the \$3,273.33 to Nguyen. Respondent used the \$3,273.33 for his personal benefit.

60. Respondent dishonestly misappropriated \$3,273.33 of Nguyen's funds.

CONCLUSIONS OF LAW:

By not maintaining at least \$3,273.34 in the CTA for Nguyen, Respondent willfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account" or words of similar import in violation of rule 4-100(A) of the Rules of Professional Conduct.

By misappropriating at least \$3,273.34, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

Case No. 12-O-12624 (Complainants: Frank and My Ruas)

FACTS:

61. Frank and My T. Quach-Ruas ("the Ruases") were involved in an automobile accident on December 14, 2007. Shortly thereafter, the Ruases hired Respondent to represent them in their personal injury matter arising from the accident.

62. Under the terms of Respondent's contingency fee agreement with the Ruases, Respondent was entitled to 33 1/3% of the gross recovery if the claim resolved prior to trial, and 40% if the claim resolved after the court scheduled a trial or arbitration of the claim.

63. On November 8, 2010, Respondent settled the Ruases claims, \$9,000 for Mr. Ruas and \$100,000 for Mrs. Ruas.

64. Thereafter, Respondent received and deposited the \$109,000 into his CTA.

65. For most of 2011, the Ruases repeatedly contacted Respondent for status updates regarding their settlement funds. Respondent informed the Ruases that he was negotiating their medical bills.

66. Respondent misrepresented that he was in negotiations with one of the medical providers as the doctor had in fact passed away in November 2009.

67. On December 16, 2011, Mr. Ruas received a check from Respondent in the amount of \$3,000 and Ms. Ruas received a check from Respondent in the amount of \$7,000 as partial payment of her settlement proceeds.

68. The Ruases asked for status updates regarding the remaining settlement funds. Respondent received their status update requests but failed to respond.

69. Respondent was required to maintain at least \$53,000 in his CTA for Mrs. Ruas until the funds were properly disbursed to her.

70. To date, Respondent has failed to disburse any of the \$53,000 to Mrs. Ruas. Respondent used the \$53,000 for his personal benefit.

71. Respondent dishonestly misappropriated \$53,000 of Mrs. Ruas's funds.

CONCLUSIONS OF LAW:

By not maintaining at least \$53,000 in the CTA for Mrs. Ruas, Respondent willfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account" or words of similar import in violation of rule 4-100(A) of the Rules of Professional Conduct.

By misappropriating \$53,000, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

By failing to respond to the Ruases update requests, Respondent willfully failed to communicate in violation of Business and Professions Code section 6068(m).

Case No. 12-O-12686 Complainants: Chanthy and Kunthea Seang

FACTS:

72. Chanthy and Kunthea Seang ("the Seangs") were involved in automobile accident on April 6, 2009. On April 9, 2009, the Seangs hired Respondent to represent them in their personal injury claims arising from the accident.

73. On July 5, 2011, Respondent settled the Seangs's case \$10,000 and \$20,000 without their knowledge or consent.

74. On July 13, 2011, Respondent received two checks for Chanthy and Kunthea in the amounts of \$10,000 and \$20,000, respectively.

75. Respondent was required to maintain at least \$6,666.66 and 13,333.34 in his CTA for the Seangs until the funds were properly disbursed to them. By August 25, 2010, his CTA balance had dropped to \$41.03.

76. Respondent dishonestly misappropriated \$19,958.97 of the Seangs's funds.

77. After their cases settled, Respondent became unresponsive to the Seangs' various status update requests.

CONCLUSIONS OF LAW

By not maintaining at least \$20,000 in the CTA for the Seangs, Respondent willfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account" or words of similar import in violation of rule 4-100(A) of the Rules of Professional Conduct.

By misappropriating at least \$19,958.97, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

By settling the Seangs's claim without the Seangs's knowledge or consent, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

Case No. 12-O-12705 (Complainant: Lee Cox)

FACTS:

78. On October 8, 2010, Lee Cox ("Cox") was struck by a City of Brea police vehicle while riding his bicycle. On October 18, 2010, Cox hired Respondent to represent him in his personal injury matter arising from the accident.
79. Under the terms of Respondent's contingency fee agreement with Cox, Respondent was entitled to 20% of the gross recovery.
80. On February 13, 2012, Respondent settled Cox's claim without his knowledge or consent, for \$60,000 with the City of Brea. Respondent signed the settlement agreement and draft without Cox's knowledge or consent.
81. Thereafter, Respondent received and deposited the \$60,000 into his CTA.
82. Respondent was required to maintain at least \$48,000 in his CTA for Cox.
83. To date, Respondent has failed to disburse any of the \$48,000 to Cox. Respondent used the \$48,000 for his personal benefit.
84. Respondent dishonestly misappropriated \$48,000 of Cox's funds.

CONCLUSIONS OF LAW:

By not maintaining at least \$48,000 in the CTA for Cox, Respondent willfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account" or words of similar import in violation of rule 4-100(A) of the Rules of Professional Conduct.

By misappropriating at least \$48,000, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

By settling Cox's claim without Cox's knowledge or consent, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

Case No. 12-O-12732 (Complainant: Nai Nguyen)

FACTS:

85. Nai Nguyen ("Nguyen") was involved in an automobile accident on May 12, 2011. On May 13, 2011, Nguyen hired Respondent to represent her in her personal injury matter arising from the accident.

86. Under the terms of Respondent's contingency fee agreement with Nguyen, Respondent was entitled to 33 1/3% of the gross recovery if the claim resolved prior to trial, and 40% if the claim resolved after the court scheduled a trial or arbitration of the claim.
87. On December 23, 2011, Respondent settled Nguyen's claim without her knowledge or consent, for \$17,718 with State Farm Insurance.
88. State Farm Insurance also issued a separate med-pay check in the amount of \$4,999.75.
89. Thereafter, Respondent received and deposited the \$17,718 and \$4,999.75 into his CTA.
90. Respondent was required to maintain at least \$11,812 for Nguyen and \$4,999.75 for Nguyen's medical provider.
91. To date, Respondent has failed to disburse any of the \$16,811.75 to Nguyen or her medical provider. Respondent used Nguyen's funds for his personal benefit.
92. Respondent dishonestly misappropriated \$16,811.75 of Nguyen's funds.

CONCLUSIONS OF LAW:

By not paying the medical liens and failing to disburse at least \$16,811.75 to Nguyen and the medical providers, Respondent willfully failed to pay promptly, as requested by the client, any funds in the Respondent's possession which the client was entitled to receive in violation of rule 4-100(B)(4) of the Rules of Professional Conduct.

By not maintaining at least \$16,811.75 in the CTA for Nguyen and her medical providers, Respondent willfully failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account" or words of similar import in violation of rule 4-100(A) of the Rules of Professional Conduct.

By misappropriating at least \$16,811.75, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

By settling Nguyen's claim without Nguyen's knowledge or consent, Respondent committed an act of moral turpitude in violation of Business and Professions Code section 6106.

FINANCIAL CONDITIONS

Respondent must pay restitution (including principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below. Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs. Respondent also agrees to waive any objection to reimbursement of the amount(s) paid by CSF to the payee(s) listed below.

Payee	Principal Amount	Interest Accrues From
Samuel Tran	\$475.62	April 9, 2007
Quan Nguyen	\$2,160	January 16, 2009
Nga Le	\$2,146.25	July 23, 2010

Thanh Hai Nguyen	\$1,639.55	July 10, 2010
Lily Tang	\$718.55	February 8, 2010
Quoc Ong	\$1,317	November 30, 2007
Brian Pham	\$1,855	June 2, 2011
Dang Nguyen	\$3,273.33	October 20, 2011
My Ruas	\$53,000	December 8, 2010
Chanthy Seang	\$6,666.66	August 13, 2011
Kunthea Seang	\$13,333.34	August 13, 2011
Lee Cox	\$48,000	March 13, 2012
Nai Nguyen	\$16,811.75	January 23, 2012

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(7), was June 5, 2012.

AUTHORITIES SUPPORTING DISCIPLINE.

Standard 2.2(a) provides that culpability of a member of willful misappropriation of entrusted funds or property shall result in disbarment. Only if the amount of funds or property misappropriated is insignificantly small or if the most compelling mitigating circumstances clearly predominate, shall disbarment not be imposed. In those instances, the discipline shall not be less than a one-year actual suspension, irrespective of mitigating circumstances.

Standard 2.3 provides that culpability of a member of an act of moral turpitude, fraud, or intentional dishonesty toward a court, client or another person or of concealment of a material fact to a court, client or another person shall result in actual suspension or disbarment depending upon the extent to which the victim of the misconduct is harmed or misled and depending upon the magnitude of the act of the misconduct and the degree to which it relates to the member's acts within the practice of law.

COSTS OF DISCIPLINARY PROCEEDINGS.

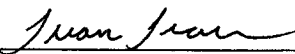
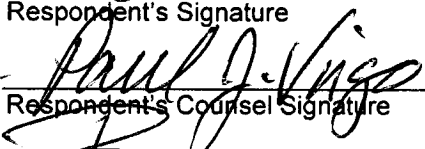

Respondent acknowledges that the Office of Chief Trial Counsel has informed Respondent that as of, June 5, 2012, the prosecution costs in this matter are approximately \$13,501. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

(Do not write above this line.)

In the Matter of: Tuan Thanh Tran	Case number(s): 12-O-11808; 12-O-12129; 12-O-12130; 12-O-12131; 12-O-12132; 12-O-12134; 12-O-12135; 12-O-12136; 12-O-12624; 12-O-12686; 12-O-12705; 12-O-12732
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SIGNATURE OF THE PARTIES

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

<u>6-8-2012</u> Date	<u></u> Respondent's Signature	<u>Tuan Thanh Tran</u> Print Name
<u>6/8/2012</u> Date	<u></u> Respondent's Counsel Signature	<u>Paul J. Virgo</u> Print Name
<u>6/8/12</u> Date	<u></u> Deputy Trial Counsel's Signature	<u>Rosalba L. Gutierrez</u> Print Name

(Do not write above this line.)

In the Matter of: Tuan Thanh Tran	Case Number(s): 12-O-11808;12-O-12129;12-O-12130; 12-O-12131 12-O-12132;12-O-12134; 12-O-12135;12-O-12136 12-O-12624;12-O-12686;12-O-12705;12-O-12732
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DISBARMENT ORDER

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

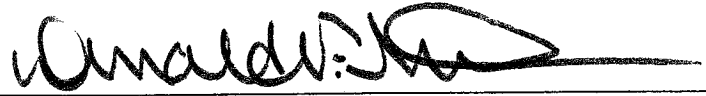
- The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- All Hearing dates are vacated.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 5.58(E) & (F), Rules of Procedure.) **The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 9.18(a), California Rules of Court.)**

Respondent Tuan Thanh Tran is ordered transferred to involuntary inactive status pursuant to Business and Professions Code section 6007, subdivision (c)(4). Respondent's inactive enrollment will be effective three (3) calendar days after this order is served by mail and will terminate upon the effective date of the Supreme Court's order imposing discipline herein, or as provided for by rule 5.111(D)(2) of the Rules of Procedure of the State Bar of California, or as otherwise ordered by the Supreme Court pursuant to its plenary jurisdiction.

6/22/12

Date



Judge of the State Bar Court
DONALD F. MILES

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 25, 2012, I deposited a true copy of the following document(s):

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

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

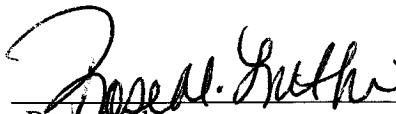
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

PAUL JEAN VIRGO
9909 TOPANGA BLVD # 282
CHATSWORTH, CA 91311

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

ANAND KUMAR, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on June 25, 2012.



Rose Luthi
Case Administrator
State Bar Court