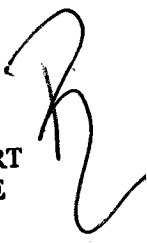


PUBLIC MATTER
STATE BAR COURT OF CALIFORNIA
HEARING DEPARTMENT – LOS ANGELES

FILED
AUG 07 2015
STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES



In the Matter of)	Case No.: 14-O-00859-DFM
)	
EDWARD JOHN PECKHAM,)	DECISION INCLUDING DISBARMENT
)	RECOMMENDATION AND
Member No. 86609,)	INVOLUNTARY INACTIVE
)	ENROLLMENT ORDER
<u>A Member of the State Bar.</u>)	

INTRODUCTION

Respondent **Edward John Peckham** (Respondent) is charged here with willfully violating: (1) rule 4-100(A) of the Rules of Professional Conduct¹ (failure to maintain client funds in trust account); (2) section 6106 of the Business and Professions Code² (moral turpitude-misappropriation) [two counts]; and (3) section 6068, subdivision (a) (failure to comply with laws – fiduciary duties). In view of Respondent’s misconduct and the relative aggravating and mitigating factors, the court recommends, inter alia, that Respondent be disbarred from the practice of law.

PERTINENT PROCEDURAL HISTORY

The Notice of Disciplinary Charges (NDC) was filed in this matter by the State Bar of California on March 30, 2015. On April 20, 2015, Respondent filed his response to the NDC,

¹ Unless otherwise noted, all future references to rule(s) will be to the Rules of Professional Conduct.

² Unless otherwise noted, all future references to section(s) will be to the Business and Professions Code.



providing an extensive acknowledgement of many of the underlying facts, but denying any culpability in the matter.

On May 4, 2015, an initial status conference was held in the matter at which time the case was scheduled to commence trial on July 22, 2015, with a three-day trial estimate.

Trial was commenced and completed on July 22, 2015. The State Bar was represented at trial by Senior Trial Counsel Anthony Garcia. Respondent acted as counsel for himself.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The following findings of fact are based on the limited stipulation of undisputed facts filed by the parties, on the admissions contained in Respondent's response to the NDC, and on the documentary and testimonial evidence admitted at trial.

Jurisdiction

Respondent was admitted to the practice of law in California on May 31, 1979, and has been a member of the State Bar at all relevant times.

Case No. 14-O-00859 (Nunvav Matter)

In late-November 2012, Respondent was contacted by Michael Huggins of International Synergy Holdings (Synergy) about the possibility of acting as the escrow agent in a contemplated transaction involving Nunvav, a Panamanian company, which was seeking outside financing to perform a multi-million dollar project involving a prison in Mexico. Respondent had previously represented Huggins and Synergy in 2009. Although Respondent's practice is primarily criminal defense work, he agreed to accept the fiduciary position.

In November 2012, Synergy and Nunvav entered into an agreement (Contract), drafted solely by Synergy and labeled a joint venture agreement, whereby Synergy would assist Nunvav in securing a standby letter of credit to assist in financing its upcoming work. The Contract required Nunvav to deposit \$350,000 with Respondent, as the designated escrow holder. The

Contract contained a number of provisions, including several Escrow Instructions, whereby Nunvav would be potentially entitled in the future to a full refund of the funds it had deposited.

These refund entitlements included the following:

WHEREAS, the Service Fee [\$350,000] shall be returned to the PARTNER [Nunvav] within (1) banking day, in the event that the PARTNER [sic] has not engaged with the BANK INSTRUMENTS Provider within Forty Five (45) banking days from the date that the SERVICE FEE is deposited with the Law Offices of Edward J. Peckham.

After RECEIVING BANK authenticates and confirms the MT799 SWIFT, the Lender shall issue a Term Sheet to be approved by PARTNER. PARTNER may request modification or adjustment to the Term Sheet. Lender shall reply with the Final Term Sheet. If PARTNER is not satisfied with the final Term Sheet, PARTNER may cancel the transaction and the SERVICE FEE shall be return [sic] without penalty.

Once the Receiving Bank confirms and verifies the MT760 SWIFT, PARTNER shall have Fifteen (15) banking days to obtain a loan approval for said BANK INSTRUMENT. If PARTNER cannot obtain a loan approval within Fifteen (15) banking days, then the SERVICE FEE shall be refunded to the Partner.

(Ex. 5, pp. 3, 5-6.)

Nunvav transferred to Respondent on December 5, 2012, the \$350,000 "Service Fee," as it was required to do pursuant to the Contract. This fund was deposited into Respondent's client trust account on that same day. Just two days later, on December 7, 2012, Respondent disbursed \$340,000 of the funds to Synergy without notifying Nunvav of his intent to make any such transfer.³ On the same day, Respondent sent a letter to Nunvav and Synergy, as he was required to do by the terms of the Contract, reporting that he had received the \$350,000. The letter did not disclose that he had or was about to release the funds to Synergy. The letter also erroneously reported that the funds had been received on December 7, 2012, which Respondent then

³ Rather than disburse the funds directly from the client trust account to Synergy by way of a check written on the client trust account, Respondent withdrew the funds from the account by purchasing a cashier's check, made payable to "Int'L Synergy [sic] Holdings Escrow Account," and then depositing that check into Synergy's account at a different bank. At that point, Respondent had lost all control over the bulk of the funds.

inaccurately “designated as Day One of the Transaction.” (Ex. 10.) When Nunvav received the letter, it understood and expected that the \$350,000 remained under Respondent’s control as the escrow holder. In fact, he then retained control over only \$10,000 of the funds entrusted to him two days earlier for safekeeping.

Within the next ten days, during the period December 11-17, 2012, Respondent, in a series of four checks to himself, disbursed to himself the remaining \$10,000 of Nunvav’s funds, again without disclosing his intent to do so to Nunvav or obtaining any approval from it for the transfers.

On January 31, 2013, Respondent wrote a letter to Nunvav and Synergy, reporting on the fact that he had received a letter, dated January 29, 2013, from a representative of Sky Enterprises (Sky). In that letter, Sky reported that it had been engaged by Synergy to assist in securing funding for Nunvav and was undertaking to secure an appropriate source of the desired standby letter of credit. For reasons not called for by the Contract, Respondent went on in his letter (1) to interpret Sky’s correspondence as stating that it was the entity that would issue the letter of credit; (2) to state that most of the tasks required to secure the issuance of that instrument had been completed; and (3) to express Respondent’s legal opinions that (a) “The process appears to be both reasonable and done with due diligence[;]” (b) “All of the risks considered appear to be adequately addressed and mitigation factors appear to be reasonable[;]” (c) “All of the sample documents are relatively standard in the industry and will in my opinion be sufficient for the purposes intended[;]” and (d) “In whole, the package is well drafted, contains all of the relevant information to inform a reasonable business person of the requirements for the issuance of a SBLC, relative risks; [sic] and procedures to issue the SBLC and the manner and method for accessing funds using the SBLC.” (Ex. 12.) The letter did not disclose that Respondent no longer held any of the funds entrusted to him by Nunvav or that he

had paid to himself \$10,000 of those funds as fees that the Contract stated would be paid by Synergy.

On March 13, 2013, more than three months after Respondent has released \$340,000 of the Nunvav funds to Synergy and disbursed \$10,000 of its money to himself, Respondent wrote a letter to Jorge Luis Castilla Aguilar (Castilla) of Nunvav, "to confirm that the sum of \$350,000 (Three Hundred and Fifty-Thousand USD) that was received on December 7 [sic], 2012 was credited to the Int'l Synergy Holdings Escrow #ISH-NVI-500MSBLC-10312012 as per the Joint Venture Agreement executed by and between NUNVAV, INC and INT'L SYNERGY HOLDINGS. [¶] In addition, as per the Joint Venture Agreement said fees SHALL NOT be paid out until NUNVAV, INC, secures a loan." (Ex. 13.) Castilla testified credibly during the trial of this matter that he understood from this letter that Nunvav's funds remained under the control of Respondent as escrow holder. He did not know or understand, and the letter did not state, that \$340,000 of the funds had been released entirely by Respondent to Synergy or that the remaining \$10,000 had been taken by Respondent.

Despite the assurances of Sky, and then Respondent, that the process of securing a standby letter of credit was moving forward at a reasonable pace, no such letter was ever forthcoming. Finally, in October 2013, Nunvav was able to secure financing through a different source. It then notified Synergy of its intent to cancel the Contract, and it requested a return of its funds. Thereafter, on January 2, 2014, Nunvav made a demand directly on Respondent to return the funds. Respondent neither returned the funds nor provided any accounting or explanation for the money. Instead, he did not respond at all to the demand.

Nunvav eventually filed a complaint with the State Bar, leading to the filing of the instant disciplinary action. To date, Respondent has not returned to Nunvav any portion of the \$10,000 retained by him or any of the funds released by him to Synergy. In turn, Synergy has refused to

refund to Nunvav any of the funds, based on its claim that it is entitled to the funds pursuant to a cancellation penalty provision in the agreement.

Count 1 – Rule 4-100(A) [Failure to Maintain Client Funds in Trust Account]

Count 2 – Section 6106 [Moral Turpitude – Misappropriation]

Count 3 – Section 6106 [Moral Turpitude – Misappropriation]

Count 4 – Business and Professions Code Sections 6068(a) [Failure to Comply with Law/Breach of Fiduciary Duty]

Rule 4-100(A) requires that all funds received or held for the benefit of others by a member as a fiduciary shall be deposited and maintained in a client trust account. The failure of a member to maintain in a client trust account funds received and held by the attorney as a fiduciary for the benefit of others constitutes a basis for discipline.

Section 6106 prohibits an attorney from engaging in conduct involving moral turpitude, dishonesty, or corruption. While moral turpitude generally requires a certain level of intent, guilty knowledge, or willfulness, a finding of gross negligence will support such a charge where an attorney's fiduciary obligations, particularly trust account duties, are involved. (*In the Matter of Blum* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 403, 410; *In the Matter of Kittrell* (Review Dept. 2000) 4 Cal. State Bar Ct. Rptr. 195, 208, citing *Lipson v. State Bar* (1991) 53 Cal.3d 1010, 1020; *In the Matter of Rubens* (Review Dept. 1995) 3 Cal. State Bar Ct. Rptr. 468, 478.) That is because "an attorney who accepts the responsibility of a fiduciary nature is held to the high standards of the legal professional whether or not he acts in his capacity of an attorney." (*In the Matter of Kittrell, supra*, 4 Cal. State Bar Ct. Rptr. at 208, quoting *Worth v. State Bar* (1976) 17 Cal.3d 337, 341.) An attorney's failure to use entrusted funds for the purpose for which they were entrusted constitutes misappropriation. (*Baca v. State Bar* (1990) 52 Cal.3d 294, 304.)

In addition, in the absence of client consent, an attorney may not unilaterally withhold entrusted funds even though he may be entitled to reimbursement. (*Most v. State Bar* (1967) 67

Cal.2d 589, 597; *Crooks v. State Bar* (1970) 3 Cal.3d 346, 358.) Withholding and appropriating client funds without client consent clearly supports a finding that an attorney misappropriated funds in violation of section 6106. (*Jackson v. State Bar* (1975) 15 Cal.3d 372, 380-381; see also *McKnight v. State Bar* (1991) 53 Cal.3d 1025, 1033-1034 [depriving client of rightful and timely access to funds by withholding them without authority represents clear and convincing proof of violation of § 6106].)

In Counts 2 and 3 of the NDC, the State Bar alleges that Respondent's disbursement of \$340,000 of Nunvav's funds to Synergy (Count 2) and \$10,000 of Nunvav's funds to himself (Count 3) constituted acts of misappropriation and moral turpitude, in willful violation of the prohibition of section 6106. This court agrees. Respondent's conduct in disbursing those funds at the direction of Synergy, whether to Synergy or to himself, completely disregarded the obligations imposed on him by both the escrow agreement and the Rules of Professional Conduct with regard to how he was required to handle money entrusted to him for safe-keeping. Respondent's contention at trial, that all of the \$350,000 deposited by Nunvav into the escrow account could immediately be released to Synergy, was unsupported and inconsistent with the language of the "Joint Venture" agreement; was credibly contradicted by Nunvav's representative at trial; and, if accepted, would make meaningless and unnecessary Respondent's role as a paid escrow holder.

At no time did Respondent seek to contact Nunvav to determine whether Respondent was entitled to ignore the language of the escrow agreement, which required the escrow funds to be refunded by Respondent to Nunvav in the event a standby letter of credit acceptable to Nunvav was not secured. Such disregard by Respondent for the terms of the written escrow agreement, which were designed to protect Nunvav, constituted gross negligence at a minimum and constituted willful acts of moral turpitude by him in violation of section 6106.

In Counts 1 and 4, the State Bar alleges that Respondent's failure to maintain the \$350,000 of escrow funds in his client trust account violated Rule 4-100(A) of the Rules of Professional Conduct and, in turn, section 6068, subdivision (a)⁴. This court agrees. However, because this court also finds that those breaches constituted the more serious violations of section 6106, the court finds no need to assess any additional discipline as a consequence of them. (See, e.g., *In the Matter of Brimberry* (Review Dept. 1995) 3 Cal. State Bar Ct. Rptr. 390, 403.)

Aggravating Circumstances

The State Bar bears the burden of proving aggravating circumstances by clear and convincing evidence. (Rules Proc. of State Bar, Stds. for Atty. Sanctions for Prof. Misconduct,⁵ std. 1.5.) The court finds the following with respect to aggravating circumstances.

Multiple Acts of Misconduct

Respondent is culpable of multiple acts of misconduct. He withdrew funds from the escrow account for himself on four separate occasions, in addition to withdrawing the funds subsequently transferred to Synergy. Each of these withdrawals represented a separate act of misappropriation and moral turpitude. (*In the Matter of Song* (Review Dept. 2013) 5 Cal. State Bar Ct. Rptr. 273, 279.) This is an aggravating factor. (Std. 1.5(b).

Harm/Failure to Make Restitution

Standard 1.5(j) provides as an aggravating circumstance that the member's misconduct significantly harmed a client, the public or the administration of justice. Standard 1.5(m) also lists a member's failure to make restitution as an aggravating factor. Respondent's misconduct here caused significant harm to Nunvav, which has not received back any of the \$340,000

⁴ Section 6068, subdivision (a), makes it the duty of an attorney "[t]o support the Constitution and laws of the United States and of this state." The breach by an attorney of his duties as a fiduciary may constitute a violation of section 6068, subdivision (a).

⁵ All further references to standard(s) or std. are to this source. Because this matter was tried after new standards were adopted, effective July 1, 2015, this court refers to those new standards.

Respondent disbursed to Synergy or any of the \$10,000 he paid to himself. This is an aggravating factor. (Std. 1.5(j) and (m); see also *In the Matter of Robins* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 708, 714 [failure to make timely restitution is an aggravating factor].)

Mitigating Factors

Respondent bears the burden of proving mitigating circumstances by clear and convincing evidence. (Std. 1.6.) The court finds the following with respect to mitigating circumstances.

No Prior Discipline

Respondent has practiced in this state since 1979 without any prior discipline. There is no likelihood that his misconduct in this matter is likely to recur. Respondent's lengthy tenure of discipline-free practice is a mitigating factor. (Std. 1.6(a); *In the Matter of Burckhardt* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 343, 350; *In the Matter of Johnston* (Review Dept. 1997) 3 Cal. State Bar Ct. Rptr. 585, 589; but see *In the Matter of Spaith* (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 511, 520; *In the Matter of Brazil* (Review Dept. 1994) 2 Cal. State Bar Ct. Rptr. 679, 688; *In the Matter of Kueker* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 583, 594 [mitigating weight of such a long period of discipline-free service does not rule out possible disbarment in appropriate case].)

Cooperation

Respondent did not admit culpability in the matter but entered into a stipulation regarding the facts, thereby assisting the State Bar in the prosecution of the case. For such conduct Respondent is entitled to some mitigation. (Std. 1.6(e); see also *In the Matter of Riordan* (Review Dept. 2007) 5 Cal. State Bar Ct. Rptr. 41, 50; cf. *In the Matter of Johnson* (Review Dept. 2000) 4 Cal. State Bar Ct. Rptr. 179, 190 [credit for stipulating to facts but "very limited" where culpability is denied].)

DISCUSSION

The purpose of State Bar disciplinary proceedings is not to punish the attorney, but to protect the public, preserve public confidence in the profession, and maintain the highest possible professional standards for attorneys. (Std. 1.1; *Chadwick v. State Bar* (1989) 49 Cal.3d 103, 111.) In determining the appropriate level of discipline, the court looks first to the standards for guidance. (*Drociak v. State Bar* (1991) 52 Cal.3d 1085, 1090; *In the Matter of Koehler* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 615, 628.) Although the standards are not binding, they are to be afforded great weight because “they promote the consistent and uniform application of disciplinary measures.” (*In re Silverton* (2005) 36 Cal.4th 81, 91-92.) Nevertheless, the court is not bound to follow the standards in talismanic fashion. As the final and independent arbiter of attorney discipline, the court is permitted to temper the letter of the law with considerations peculiar to the offense and the offender. (*In the Matter of Van Sickle* (2006) 4 Cal. State Bar Ct. Rptr. 980, 994; *Howard v. State Bar* (1990) 51 Cal.3d 215, 221-222.) In addition, the court considers relevant decisional law for guidance. (See *Snyder v. State Bar* (1990) 49 Cal.3d 1302, 1310-1311; *In the Matter of Frazier* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 676, 703.) Ultimately, in determining the appropriate level of discipline, each case must be decided on its own facts after a balanced consideration of all relevant factors. (*Connor v. State Bar* (1990) 50 Cal.3d 1047, 1059; *In the Matter of Oheb* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 920, 940.)

Standard 1.7(a) provides that, when two or more acts of misconduct are found in a single disciplinary proceeding and different sanctions are prescribed for those acts, the recommended sanction is to be the most severe of the different sanctions. In the present proceeding, the most severe sanction for Respondent's misconduct is found in standard 2.1(a).

Standard 2.1(a) provides: "Disbarment is the presumed sanction for intentional or dishonest misappropriation of entrusted funds or property, unless the amount misappropriated is insignificantly small or sufficiently compelling mitigating circumstances clearly predominate, in which case actual suspension is appropriate."

Application of this standard indicates that disbarment is the presumed discipline for Respondent's conduct. His misconduct represented multiple acts of moral turpitude; the amount of money misappropriated by Respondent was clearly not insignificant; and no compelling mitigating circumstances have been demonstrated.

Turning to the case law, misappropriation of client funds has long been viewed by the courts as a particularly serious ethical violation. The Supreme Court has repeatedly stated that misappropriation breaches the high duty of loyalty owed by an attorney, violates basic notions of honesty, endangers public confidence in the profession; and generally warrants disbarment in the absence of clearly mitigating circumstances. (*McKnight v. State Bar*, *supra*, 53 Cal.3d at p. 1035; *Kelly v. State Bar* (1988) 45 Cal.3d 649, 656; *Waysman v. State Bar* (1986) 41 Cal.3d 452, 457; *Cain v. State Bar* (1979) 25 Cal.3d 956, 961.) The Supreme Court has also imposed disbarment on attorneys with no prior record of discipline in cases involving a single misappropriation. (See, e.g., *In re Abbott* (1977) 19 Cal.3d 249 [taking of \$29,500, showing of manic-depressive condition, prognosis uncertain].) In *Kaplan v. State Bar* (1991) 52 Cal.3d 1067, an attorney with over 11 years of practice and no prior record of discipline was disbarred for misappropriating approximately \$29,000 in law firm funds over an 8-month period. In *Chang v. State Bar* (1989) 49 Cal.3d 114, an attorney misappropriated almost \$7,900 from his law firm, coincident with his termination by that firm, and was disbarred. (See also *In the Matter of Blum*, *supra*, 3 Cal. State Bar Ct. Rptr. 170 [no prior record of discipline, misappropriation of approximately \$55,000 from a single client]; *In the Matter of Spaith*, *supra*, 3 Cal. State Bar Ct.

Rptr. 511 [misappropriation of nearly \$40,000, misled client for a year, no prior discipline]; *Kennedy v. State Bar* (1989) 48 Cal.3d 610 [disbarment for misappropriation in excess of \$10,000 from multiple clients and failure to return files with no prior misconduct in eight years]; and *Kelly v. State Bar, supra*, 45 Cal.3d 649 [disbarment for misappropriation of \$20,000 and failure to account with no prior discipline in seven years].)

Respondent's misconduct represented an egregious violation by him of his fiduciary duties to Nunvav. He voluntarily assumed an important position of responsibility in a significant business transaction and allowed one of the participants in that transaction to entrust \$350,000 to him for the important purpose of making certain that the funds would be available for a full refund in the event that the contemplated securing of an acceptable letter of credit was not accomplished. Rather than acting to keep the funds available to Nunvav in the event that the contemplated transaction did not go forward, Respondent almost immediately withdrew the funds from the trust account and disbursed the money to Synergy and to himself, without the knowledge or authority of Nunvav.

The confidence of the public that funds entrusted to an attorney for safekeeping will remain safe is frequently a critical component in the ability of the public to conduct its affairs and transact its business. Misconduct damaging or even endangering that trust is intolerable, and decisions of the Supreme Court and standard 2.1(a) make clear that it will not be condoned.

RECOMMENDED DISCIPLINE

Disbarment

The court recommends that respondent **Edward John Peckham**, Member No. 86609, be disbarred from the practice of law in the State of California and that his name be stricken from the Roll of Attorneys of all persons admitted to practice in this state.

Restitution

It is also recommended that Respondent be ordered to make restitution to Nunvav in the amount of \$350,000, plus 10 percent interest per year from December 7, 2012. Any restitution owed to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivisions (c) and (d).

California Rules of Court, Rule 9.20

The court further recommends that Respondent be ordered to comply with California Rules of Court, rule 9.20 and to 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 order in this matter.

Costs

The court further recommends that costs be awarded to the State Bar in accordance with Business and Professions Code section 6086.10 and that such costs be enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment. Respondent must also reimburse the Client Security Fund to the extent that the misconduct in this matter results in the payment of funds, and such payment is enforceable as provided under Business and Professions Code section 6140.5.

ORDER OF INVOLUNTARY INACTIVE ENROLLMENT

In accordance with Business and Professions Code section 6007, subdivision (c)(4), it is ordered that **Edward John Peckham**, Member No. 86609, be involuntarily enrolled as an

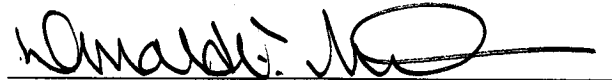
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inactive member of the State Bar of California, effective three calendar days after service of this decision and order by mail. (Rules Proc. of State Bar, rule 5.111(D)(1).)⁶

Dated: August 6, 2015.



DONALD F. MILES
Judge of the State Bar Court

⁶ An inactive member of the State Bar of California cannot lawfully practice law in this state. (Bus. & Prof. Code, § 6126, subd. (b); see also Bus. & Prof. Code, § 6125.) It is a crime for an attorney who has been enrolled inactive (or disbarred) to practice law, to attempt to practice law, or to even hold himself or herself out as entitled to practice law. (*Ibid.*) Moreover, an attorney who has been enrolled inactive (or disbarred) may not lawfully represent others before any state agency or in any state administrative hearing even if laypersons are otherwise authorized to do so. (*Benninghoff v. Superior Court* (2006) 136 Cal.App.4th 61, 66-73.)

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 August 7, 2015, I deposited a true copy of the following document(s):

DECISION INCLUDING DISBARMENT RECOMMENDATION AND
INVOLUNTARY INACTIVE ENROLLMENT ORDER

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:

EDWARD JOHN PECKHAM
11440 W BERNARDO CT SUITE 300
SAN DIEGO, CA 92127

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

ANTHONY GARCIA, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on August 7, 2015.



Rose M. Luthi
Case Administrator
State Bar Court