

State Bar Court of California
Hearing Department
Los Angeles
DISBARMENT

PUBLIC MATTER

<p>Counsel For The State Bar</p> <p>Eli D. Morgenstern Office of Chief Trial Counsel State Bar of California 845 S. Figueroa St. Los Angeles, CA 90017 (213) 765-1334</p> <p>Bar # 190560</p>	<p>Case Number(s): 15-O-14136</p>	<p>For Court use only</p> <p>FILED</p> <p>AUG 24 2016</p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>In Pro Per Respondent</p> <p>Michael Vance Wright 16162 Beach Blvd., #207 Huntington Beach, CA 92147 (714) 596-3532</p> <p>Bar # 162159</p>	<p>Submitted to: Settlement Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</p> <p>DISBARMENT</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter of: MICHAEL VANCE WRIGHT</p> <p>Bar # 162159</p> <p>A Member of the State Bar of California (Respondent)</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 **December 14, 1992.**
- (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 (12) pages, not including the order.
- (4) A statement of acts or omissions acknowledged by respondent as cause or causes for discipline is included under "Facts."



(Do not write above this line.)

- (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 [Standards for Attorney Sanctions for Professional Misconduct, standards 1.2(h) & 1.5]. 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) **Intentional/Bad Faith/Dishonesty:** Respondent's misconduct was dishonest, intentional, or surrounded by, or followed by bad faith.
- (3) **Misrepresentation:** Respondent's misconduct was surrounded by, or followed by misrepresentation.
- (4) **Concealment:** Respondent's misconduct was surrounded by, or followed by concealment.
- (5) **Overreaching:** Respondent's misconduct was surrounded by, or followed by overreaching.
- (6) **Uncharged Violations:** Respondent's conduct involves uncharged violations of the Business and Professions Code or the Rules of Professional Conduct.

(Do not write above this line.)

- (7) **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.
- (8) **Harm:** Respondent's misconduct harmed significantly a client, the public, or the administration of justice. **See stipulation attachment, page 8.**
- (9) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (10) **Lack of Candor/Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct, or to the State Bar during disciplinary investigations or proceedings.
- (11) **Multiple Acts:** Respondent's current misconduct evidences multiple acts of wrongdoing. See stipulation attachment, page 8.
- (12) **Pattern:** Respondent's current misconduct demonstrates a pattern of misconduct.
- (13) **Restitution:** Respondent failed to make restitution.
- (14) **Vulnerable Victim:** The victim(s) of Respondent's misconduct was/were highly vulnerable. See stipulation attachment, page 8.
- (15) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

C. Mitigating Circumstances [see standards 1.2(i) & 1.6]. 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 likely to recur.
- (2) **No Harm:** Respondent did not harm the client, the public, or the administration of justice.
- (3) **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct or to the State Bar during disciplinary investigations and proceedings.
- (4) **Remorse:** Respondent promptly took objective steps demonstrating spontaneous 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 with a good faith belief that was honestly held and objectively reasonable.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct respondent suffered extreme emotional difficulties or physical or mental disabilities which expert testimony

(Do not write above this line.)

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 the difficulties or disabilities no longer pose a risk that Respondent will commit misconduct.

- (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 extraordinarily 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 subsequent rehabilitation.
- (13) **No mitigating circumstances** are involved.

Additional mitigating circumstances:

No Prior Record of Discipline. See stipulation attachment page 8.

Pre-trial Stipulation. See stipulation attachment page 8.

Pro Bono Activities and Service to the Profession. See stipulation attachment page 8.

Good Character. See stipulation attachment pages 8 and 9.

ML

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 **Uche Virginia Inno-Igwe** in the amount of \$ **100,000** plus 10 percent interest per year from **May 16, 2014**. If the Client Security Fund has reimbursed **Ms. Inno-Igwe** 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 **N/A** days from the effective date of the Supreme Court order in this case. See stipulation attachment page 9 for further discussion re Restitution.
- (3) **Other:**



ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: Michael V. Wright

CASE NUMBER: 15-O-14136

FACTS AND CONCLUSIONS OF LAW.

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

Case No. 15-O-14136 (Complainant: Uche Virginia Inno-Igwe)

FACTS:

1. Ms. Uche Virginia Inno-Igwe is the CEO of Dorcas-Jedi Investment Nig. Ltd. ("Dorcas-Jedi"). Dorcas-Jedi is a Nigerian company whose mission is the eradication of potassium bromate, a cancer causing agent widely used in the Nigerian baking industry.
2. In May 2014, in an effort to obtain the financing to achieve its objective, Dorcas-Jedi, through Ms. Inno-Igwe in her capacity as its CEO; and SkySet Investments LLC ("SkySet Investments"), through Mr. Ron Gounder, in his capacity as its CEO, entered into a Joint Venture Agreement. The Joint Venture Agreement involved the lease and monetization of a \$5 million Bank Guarantee/Stand By Line of Credit issued from the Royal Bank of Scotland.
3. On May 12, 2014, in conjunction with the Joint Venture Agreement, Ms. Inno-Igwe, in her capacity as CEO of Dorcas-Jedi; Mr. Gounder, in his capacity as CEO of SkySet Investments; and respondent entered into an Escrow Agreement.
4. The Escrow Agreement provided that within 5 days of execution of the Escrow Agreement, Dorcas-Jedi was to deposit \$100,000 into respondent's client trust account at Bank of America ("respondent's client trust account"). Thereafter, by no later than June 16, 2014, SkySet Investments was required to issue a \$5 million Bank Guarantee/Stand By Line of Credit ("\$5 million SBLC") from the Royal Bank of Scotland to Dorcas-Jedi's designated beneficiary, a distributor located in Atlanta, Georgia.
5. Pursuant to the Escrow Agreement, respondent was to act as an Escrow Agent with respect to the \$100,000. Pursuant to the Escrow Agreement, respondent was to transfer the \$100,000, minus his escrow fees, to Mr. Gounder only after the occurrence of six precedent events. Respondent signed and initialed the Escrow Agreement, and had actual knowledge of the terms of the Escrow Agreement at all times relevant to the facts herein.
6. In his capacity as the Escrow Agent pursuant to the Escrow Agreement, respondent owed Ms. Inno-Igwe a fiduciary duty to either maintain Ms. Inno-Igwe's funds in respondent's client trust account or disburse the funds consistent with the terms of the Escrow Agreement.

7. Prior to May 2014, Ms. Inno-Igwe did not have a personal or business relationship with either Mr. Gounder or respondent. Ms. Inno-Igwe entered into the Joint Venture Agreement with Mr. Gounder, and agreed to permit respondent to act as the escrow agent with respect to the \$100,000, because she trusted that respondent, as a member of the State Bar of California, would administer the funds in conformity with the Escrow Agreement.

8. Ms. Inno-Igwe did not have \$100,000. On May 14, 2014, Ms. Inno-Igwe's brother borrowed \$100,000 from his home equity line of credit with his bank. On May 15, 2014, Ms. Inno-Igwe's brother, on behalf of Ms. Inno-Igwe, transferred \$100,000 (the "Escrow Funds") into respondent's client trust account pursuant to the Escrow Agreement.

9. On May 16, 2014, respondent misappropriated \$96,500 of the Escrow Funds by disbursing that amount to SkySet Investment's account at JP Morgan Chase Bank without the knowledge, authorization, and consent of Ms. Inno-Igwe, before any of the six precedent events described in the Escrow Agreement had occurred, and in contradiction of the terms of the Escrow Agreement.

10. Respondent disbursed the Escrow Funds to SkySet Investment's account at JP Morgan Chase Bank at the direction of Mr. Gounder and pursuant to respondent's interpretation of a section of the Escrow Agreement which he now acknowledges was erroneous.

11. By May 29, 2014, respondent disbursed the remaining \$3,500 of the Escrow Funds to himself as his escrow fees.

12. At no time did respondent or Mr. Gounder inform Ms. Inno-Igwe that respondent had disbursed the Escrow Funds from respondent's client trust account.

13. On May 27, 2014, respondent signed an Addendum to the Escrow Agreement. The stated purpose of the Addendum was to extend the completion and pay out of the \$5 million SBLC from June 16, 2014, to July 2, 2014.

14. Between July 2014 and December 2014, Mr. Gounder provided Ms. Inno-Igwe with various excuses for the delays in consummating the transaction and continued to extend the payout date of the \$5 million SBLC. Mr. Gounder never obtained the \$5 million SBLC.

15. On June 30, 2015, Mr. Ejike Uzor, Ms. Inno-Igwe's attorney, sent a letter to respondent requesting an accounting of the Escrow Funds. Respondent never rendered an accounting of the Escrow Funds to Mr. Uzor or Ms. Inno-Igwe.

16. To date, neither respondent nor Mr. Gounder have returned any portion of the Escrow Funds to Ms. Inno-Igwe.

CONCLUSIONS OF LAW:

17. By disbursing the Escrow Funds without the knowledge, authorization, and consent of Ms. Inno-Igwe, before any of the six precedent events described in the Escrow Agreement had occurred, and in contradiction of the terms of the Escrow Agreement, respondent misappropriated the Escrow Funds in breach of the fiduciary duty that he owed to Ms. Inno-Igwe, and thereby committed an act of moral turpitude in wilful violation of Business and Professions Code, section 6106.

18. By failing to render an accounting of the Escrow Funds to either Mr. Uzor or Ms. Inno-Igwe, respondent failed to render an appropriate accounting and thereby willfully violated Rules of Professional Conduct, rule 4-100(B)(3).

AGGRAVATING CIRCUMSTANCES.

Multiple Acts of Wrongdoing (Std. 1.5(b)): Respondent misappropriated the Escrow Funds and failed to account for them. Respondent's multiple acts of misconduct are an aggravating factor.

Significant Harm to Client, Public or Administration of Justice (Std. 1.5(j)): Respondent exploited his fiduciary position by misappropriating the Escrow Funds. As a result of respondent's improper handling of, and failure to account for, the Escrow Funds, Ms. Inno-Igwe suffered stress-related health problems, which caused her to be hospitalized on several occasions. Moreover, respondent's misconduct harmed the integrity and reputation of the legal profession. He has negatively impacted the public's trust in the legal profession.

Failure to Make Restitution (Std. 1.5(m)): To date, neither respondent nor Mr. Gounder have returned any portion of the Escrow Funds to Ms. Inno-Igwe. Consequently, Ms. Inno-Igwe's brother has suffered financial harm.

Highly Vulnerable Victim (Std. 1.5(n)): Ms. Inno-Igwe is not a sophisticated business-person. Respondent exploited the trust that Ms. Inno-Igwe placed in him by virtue of his status as a member of the State Bar of California.

MITIGATING CIRCUMSTANCES.

No Prior Discipline (Std. 1.6(a)): Respondent has been a member of the State Bar since December 14, 1992, and has no prior record of discipline. At the time that respondent committed the misconduct herein, he had practiced law for almost 20 years. Even though respondent's misconduct is serious, he is entitled to mitigation for his nearly 20 years' of discipline-free practice. (See *In the Matter of Riordan* (Review Dept. 2007) 5 Cal. State Bar Ct. Rptr. 41, 49 [more than 17 years of practice without prior discipline was significant mitigating factor despite attorney's serious misconduct].)

Pretrial Stipulation: By entering into this stipulation, which serves to resolve this matter fully prior to trial, respondent has demonstrated that he acknowledges his misconduct and saved the State Bar Court time and resources. (*Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 [where mitigative credit was given for entering into a stipulation as to facts and culpability]; *In the Matter of Spaiith* (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 511, 521 [where the attorney's stipulation to facts and culpability was held to be a mitigating circumstance].)

Pro Bono Activities and Service To the Profession: Respondent provided the State Bar with evidence of his extensive pro bono work. Respondent also has served as a mentor to new attorneys. (See *Calvert v. State Bar* (1991) 51 Cal.3d 765, 785 [community service and pro bono activities are mitigating factors].)

Good Character: Respondent provided the State Bar with five character letters from four attorneys and a corporate executive. The references do not constitute a broad range of people from the legal and general communities. (*In the Matter of Myrdall* (Review Dept. 1995) 3 Cal. State Bar Ct.

Rptr. 363.387 [three attorneys and three clients do not constitute a broad range of references from the legal and general communities].) However, the references have known respondent between 12 and 26 years, have closely observed respondent's legal work, are all aware of the full extent of respondent's misconduct, and all attest to respondent's good character and commitment to the legal profession. Respondent is entitled to mitigation for the opinions of his character references. (See *Tardiff v. State Bar* (1980) 27 Cal. 3d 395, 403 [testimony of members of the bar and public of high repute who have closely observed petitioner is entitled to great consideration].)

RESTITUTION.

Although respondent was entitled to \$3,500 of the Escrow Funds for his fees pursuant to the terms of the Escrow Agreement, respondent is required to make restitution to Ms. Inno-Igwe in the full amount of the Escrow Funds, \$100,000, plus 10 percent interest per year from May 16, 2014.

AUTHORITIES SUPPORTING DISCIPLINE.

The Standards for Attorney Sanctions for Professional Misconduct "set forth a means for determining the appropriate disciplinary sanction in a particular case and to ensure consistency across cases dealing with similar misconduct and surrounding circumstances." (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, std. 1.1. All further references to Standards are to this source.) The Standards help fulfill the primary purposes of discipline, which include: protection of the public, the courts and the legal profession; maintenance of the highest professional standards; and preservation of public confidence in the legal profession. (See std. 1.1; *In re Morse* (1995) 11 Cal.4th 184, 205.)

Although not binding, the standards are entitled to "great weight" and should be followed "whenever possible" in determining level of discipline. (*In re Silverton* (2005) 36 Cal.4th 81, 92, quoting *In re Brown* (1995) 12 Cal.4th 205, 220 and *In re Young* (1989) 49 Cal.3d 257, 267, fn. 11.) Adherence to the Standards in the great majority of cases serves the valuable purpose of eliminating disparity and assuring consistency, that is, the imposition of similar attorney discipline for instances of similar attorney misconduct. (*In re Naney* (1990) 51 Cal.3d 186, 190.) If a recommendation is at the high end or low end of a standard, an explanation must be given as to how the recommendation was reached. (Std. 1.1.) "Any disciplinary recommendation that deviates from the Standards must include clear reasons for the departure." (Std. 1.1; *Blair v. State Bar* (1989) 49 Cal.3d 762, 776, fn. 5.)

In determining whether to impose a sanction greater or less than that specified in a given standard, in addition to the factors set forth in the specific standard, consideration is to be given to the primary purposes of discipline; the balancing of all aggravating and mitigating circumstances; the type of misconduct at issue; whether the client, public, legal system or profession was harmed; and the member's willingness and ability to conform to ethical responsibilities in the future. (Stds. 1.7(b) and (c).)

Initially, an attorney serving as an escrow holder owes fiduciary duties to the parties to the escrow. (*Virtanen v. O'Connell* (2006) 140 Cal.App. 4th 688, 703. See also *Johnstone v. State Bar* (1966) 64 Cal.2d 153, 155-156 ["When an attorney receives money on behalf of a third party who is not his client, he nevertheless is a fiduciary as to such third party."].)

Next, it is a well-established principle that when an attorney assumes a fiduciary relationship and violates his duty in a manner that would justify disciplinary action if the relationship had been that of attorney and client, the attorney may properly be disciplined for his misconduct. (See *Clark v. State Bar*

(1952) 39 Cal. 2d 161, 166; *Johnstone v. State Bar*, *supra*, 64 Cal.2d, *supra*, 64 Cal.2d at pp. 155-156; *Crooks v. State Bar* (1970) 3 Cal.3d 346, 355; *Guzetta v. State Bar* (1987) 43 Cal. 3d 962, 979; *Sodikoff v. State Bar* (1975) 14 Cal. 3d 422; and *In the Matter of Riley* (Review Dept. 1994) 3 Cal. State Bar Ct. Rptr. 91, 114.)

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.) Accordingly, there is no question that respondent may be disciplined for his misappropriation of Ms. Inno-Igwe's Escrow Funds in his capacity as an escrow agent.

Standard 1.7(a) requires that where an attorney "commits two or more acts of misconduct and the Standards specify different sanctions for each act, the most severe sanction must be imposed." The most severe sanction applicable to respondent's misconduct is found in Standard 2.1(a), which applies to respondent's misappropriation of Ms. Inno-Igwe's Escrow Funds.

Standard 2.1(a) provides that disbarment is the presumed sanction for the intentional or dishonest misappropriation of entrusted funds, unless the amount misappropriated is insignificantly small or sufficiently compelling mitigating circumstances clearly predominate. Here, the amount misappropriated was not insignificant. The contrary is true. And, the mitigating factors, including respondent's lack of prior discipline, are not sufficiently compelling to warrant a deviation from Standard 2.1(a). "Lack of a prior disciplinary record over many years of practice may be considered in mitigation when coupled with present misconduct which is deemed serious. It does not, however, preclude substantial discipline for serious misconduct." (*Borre v. State Bar* (1991) 52 Cal.3d 1047, 1053). Nor is a prior record of discipline required for disbarment to be ordered in appropriate cases. (See *In Re Kaplan* (1991) 52 Cal.3d 1067 [attorney with over 11 years of practice and no prior record of discipline disbarred for misappropriating approximately \$29,000 in law firm funds over an 8-month period; *Kelly v. State Bar* (1988) 45 Cal.3d 649 [disbarment for misappropriation of \$20,000 and failure to account with no prior discipline in seven years].)

Further still, the aggravating circumstances are significant. Respondent not only misappropriated the Escrow Funds from Ms. Inno-Igwe, a vulnerable victim who placed her trust in respondent, but he also failed to account for them, when requested to do so. To date, respondent has not returned any portion of the Escrow Funds to Ms. Inno-Igwe. Respondent's misconduct has caused financial harm to Ms. Inno-Igwe's brother, and Ms. Inno-Igwe to experience stress-related medical problems. Respondent's conduct has caused harm to the integrity of the profession.

The case law also supports the recommended discipline. Misappropriation of client funds has long been viewed by the courts as a particularly serious ethical violation. Misappropriation breaches the high duty of loyalty owed to the client, violates basic notions of honesty, and endangers public confidence in the profession. (*McKnight v. State Bar* (1991) 53 Cal.3d 1025, 1035; *Kelly v. State Bar*, *supra*, 45 Cal.3d at p. 656.)

The Supreme Court has consistently stated that misappropriation generally warrants disbarment in the absence of clearly mitigating circumstances. (*Kelly v. State Bar*, *supra*, 45 Cal.3d at p. 656; *Waysman v. State Bar* (1986) 41 Cal.3d 452, 457; *Cain v. State Bar* (1979) 25 Cal.3d 956, 961.)

MLJ

DISMISSALS.

The parties respectfully request the Court to dismiss the following alleged violations in the interest of justice:

<u>Case No.</u>	<u>Count</u>	<u>Alleged Violation</u>
15-O-14136	One	Rules of Professional Conduct, rule 4-100(A)
15-O-14136	Three	Business and Professions Code, section 6068(a)

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of Chief Trial Counsel has informed him that as of July 22, 2016, the prosecution costs in this matter are approximately \$7,609. 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.

MLD

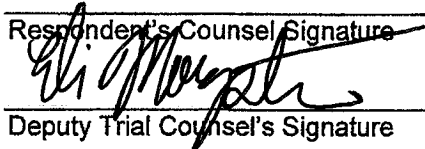
(Do not write above this line.)

In the Matter of: MICHAEL VANCE WRIGHT	Case number(s): 15-O-14136
---	-------------------------------

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.

7/25/2016  Michael Vance Wright
Date Respondent's Signature Print Name

7/27/16  Eli D. Morgenstern
Date Deputy Trial Counsel's Signature Print Name

(Do not write above this line.)

In the Matter of: MICHAEL VANCE WRIGHT	Case Number(s): 15-O-14136
---	-------------------------------

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.)**


DFM

good cause appearing,

on September 9, 2016,

Respondent 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.

Date 8/23/16


DONALD F. MILES
Judge of the State Bar Court

CERTIFICATE OF SERVICE

[Rules Proc. of State Bar; Rule 5.27(B); Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on August 24, 2016, 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:

**MICHAEL V. WRIGHT
LAW OFC MICHAEL V WRIGHT
16162 BEACH BLVD # 207
HUNTINGTON BEACH, CA 92647**

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

ELI MORGENSTERN, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on August 24, 2016.



Johnnie Lee Smith
Case Administrator
State Bar Court