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**State Bar Court of California  
Hearing Department  
San Francisco  
ACTUAL SUSPENSION**

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Counsel For The State Bar

**Laura Huggins  
Deputy Trial Counsel  
180 Howard Street  
San Francisco, CA 94105  
(415) 538-2537**

Bar # 294148

Case Number(s):  
**15-O-14975-LMA  
17-O-04914 (Inv)  
17-O-02623 (inv)**

For Court use only

**PUBLIC MATTER**

**FILED**

**MAY 08 2018**

**STATE BAR COURT CLERK'S OFFICE  
SAN FRANCISCO**

In Pro Per Respondent

**George Anthony Munoz  
253 N "L" Street  
Tulare, CA 93274  
(800) 716-3140**

Bar # 291278

Submitted to: **Settlement Judge**

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

In the Matter of:

**GEORGE ANTHONY MUNOZ**

**ACTUAL SUSPENSION**

Bar # 291278

PREVIOUS STIPULATION REJECTED

A Member of the State Bar of California  
(Respondent)

**Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.**

**A. Parties' Acknowledgments:**

- (1) Respondent is a member of the State Bar of California, admitted **October 16, 2013**.
- (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 entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of **22** 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."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".

(Effective July 1, 2015)

- (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):
  - Until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 5.130, Rules of Procedure.
  - Costs are to be paid in equal amounts prior to February 1 for the following membership years: (Hardship, special circumstances or other good cause per rule 5.132, Rules of Procedure.) If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.
  - Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
  - Costs are entirely waived.

**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.
- (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.

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- (8)  **Harm:** Respondent's misconduct harmed significantly a client, the public, or the administration of justice. See page 17.
- (9)  **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (10)  **Candor/Lack of 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 page 17.
- (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.
- (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 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.

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- (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 convincing proof of subsequent rehabilitation.
- (13)  **No mitigating circumstances** are involved.

**Additional mitigating circumstances:**

**Pretrial Stipulation, see page 17.**

**D. Discipline:**

- (1)  **Stayed Suspension:**
- (a)  Respondent must be suspended from the practice of law for a period of **two years**.
- i.  and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and fitness to practice and present learning and ability in the general law pursuant to standard 1.2(c)(1) Standards for Attorney Sanctions for Professional Misconduct.
- ii.  and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii.  and until Respondent does the following: .
- (b)  The above-referenced suspension is stayed.
- (2)  **Probation:**
- Respondent must be placed on probation for a period of **two years**, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)
- (3)  **Actual Suspension:**
- (a)  Respondent must be actually suspended from the practice of law in the State of California for a period of **six months**.
- i.  and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and fitness to practice and present learning and ability in the general law pursuant to standard 1.2(c)(1), Standards for Attorney Sanctions for Professional Misconduct
- ii.  and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii.  and until Respondent does the following: .



**E. Additional Conditions of Probation:**

- (1)  If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and present learning and ability in the general law, pursuant to standard 1.2(c)(1), Standards for Attorney Sanctions for Professional Misconduct.
- (2)  During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3)  Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4)  Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.
- (5)  Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

In addition to all quarterly reports, a final report, containing the same information, is due no earlier than twenty (20) days before the last day of the period of probation and no later than the last day of probation.

- (6)  Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7)  Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8)  Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.

No Ethics School recommended. Reason: \_\_\_\_\_

- (9)  Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.

- (10)  The following conditions are attached hereto and incorporated:

Substance Abuse Conditions                       Law Office Management Conditions

Medical Conditions

Financial Conditions

**F. Other Conditions Negotiated by the Parties:**

- (1)  **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 5.162(A) & (E), Rules of Procedure.**
- No MPRE recommended. Reason: \_\_\_\_\_
- (2)  **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.
- (3)  **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she 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 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (4)  **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension: \_\_\_\_\_
- (5)  **Other Conditions: Fee Arbitration, see page 19.**



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- If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.

**c. Client Funds Certificate**

1. If Respondent possesses client funds at any time during the period covered by a required quarterly report, Respondent must file with each required report a certificate from Respondent and/or a certified public accountant or other financial professional approved by the Office of Probation, certifying that:
- a. Respondent has maintained a bank account in a bank authorized to do business in the State of California, at a branch located within the State of California, and that such account is designated as a "Trust Account" or "Clients' Funds Account";
  - b. Respondent has kept and maintained the following:
    - i. A written ledger for each client on whose behalf funds are held that sets forth:
      - 1. the name of such client;
      - 2. the date, amount and source of all funds received on behalf of such client;
      - 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,
      - 4. the current balance for such client.
    - ii. a written journal for each client trust fund account that sets forth:
      - 1. the name of such account;
      - 2. the date, amount and client affected by each debit and credit; and,
      - 3. the current balance in such account.
    - iii. all bank statements and cancelled checks for each client trust account; and,
    - iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.
  - c. Respondent has maintained a written journal of securities or other properties held for clients that specifies:
    - i. each item of security and property held;
    - ii. the person on whose behalf the security or property is held;
    - iii. the date of receipt of the security or property;
    - iv. the date of distribution of the security or property; and,
    - v. the person to whom the security or property was distributed.
2. If Respondent does not possess any client funds, property or securities during the entire period covered by a report, Respondent must so state under penalty of perjury in the report filed with the Office of Probation for that reporting period. In this circumstance, Respondent need not file the accountant's certificate described above.
3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.

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**d. Client Trust Accounting School**

- Within one (1) year of the effective date of the discipline herein, Respondent must supply to the Office of Probation satisfactory proof of attendance at a session of the Ethics School Client Trust Accounting School, within the same period of time, and passage of the test given at the end of that session.



7. On October 17, 2013, respondent and Dr. Brown executed a second Legal Services Agreement that mirrored the terms of the original agreement.

8. Between November 2013 and October 2014, respondent billed Dr. Brown \$35,250 in attorney fees. Dr. Brown gave respondent a BMW of unknown value in satisfaction of the attorney fees shortly before he was incarcerated. In contrast, Gallegos – the experienced attorney who handled all court appearances, filings, and negotiated the plea agreement – billed Dr. Brown approximately \$15,000 in legal fees.

9. Dr. Brown and his wife, Cassandra Brown (“Mrs. Brown”), believed that respondent overcharged them for legal services and subsequently hired Amy Lovegren-Tipton (“Tipton”) to pursue fee arbitration. Mrs. Brown, with Dr. Brown’s consent, asked respondent for a copy of the fee agreement. In response, respondent produced a copy of the fee agreement dated October 17, 2013. Both Mrs. Brown and Tipton were unaware of the August 2013 fee agreement because respondent failed to bring it to their attention.

10. On September 8, 2015, Tipton forwarded the Brown’s complaint against respondent to the State Bar and attached a copy of the October 2013 fee agreement.

11. On November 24, 2015, the State Bar sent respondent a letter requesting, among other things, a copy of any fee agreements in the Brown matter.

12. On December 22, 2015, respondent provided the State Bar with a written response indicating that his representation of Dr. Brown began “on or approximately [o]n October 17, 2013,” but failed to provide the State Bar with copies of either fee agreement. The State Bar was thus unaware of the August 2013 fee agreement. By failing to give the State Bar copies of the August 2013 and October 2013 fee agreements, respondent concealed his misconduct and misled the State Bar as to when respondent entered into an attorney-client fee agreement with Dr. Brown. Respondent also told the State Bar that he provided Tipton with a copy of the fee agreement. Respondent did in fact give Tipton a copy of the October 2013 fee agreement, but not the August 2013 fee agreement.

13. On April 7, 2016, respondent and the Browns attended fee arbitration. At arbitration, respondent finally provided Tipton with a copy of the August 2013 fee agreement.

14. On February 16, 2017, the State Bar sent respondent a letter requesting information about the circumstances surrounding the August 2013 fee agreement. The letter directed respondent to provide the State Bar with copies of all attorney-client fee agreements with Dr. Brown. To date, respondent has not provided a detailed written response or produced any of the fee agreements.

#### CONCLUSIONS OF LAW:

15. By entering into and signing an attorney-client fee agreement with Terrill Brown on August 16, 2013, prior to respondent’s admission to the State Bar, respondent held himself out as entitled to practice law when respondent was not an active member of the State Bar, in willful violation of Business and Professions Code sections 6125 and 6126, and thereby willfully violated Business and Professions Code section 6068(a).

16. By drafting an attorney-client fee agreement on August 13, 2013, in which respondent identified himself as an “attorney at law” and agreed to provide legal services to Terrill Brown in a federal criminal matter and a state civil case, when respondent knew that his admission to the State Bar was still pending and that he was not licensed to practice in any jurisdiction, respondent made false and misleading statements regarding his ability to practice law, in willful violation of Business and Professions Code section 6106.

17. By failing to disclose the existence of the fee agreement dated August 13, 2013, to Tipton until fee arbitration, and by informing the State Bar on December 22, 2015, that Terrill Brown retained respondent “on or approximately [o]n October 17, 2013” without providing the State Bar with copies of either the August 2013 fee agreement or the October 2013 fee agreement, respondent knowingly made false and misleading statements to Tipton and the State Bar, thereby committing acts involving moral turpitude, dishonesty, and corruption, in willful violation of Business and Professions Code section 6106.

Case No. 17-O-04914 (Complainant: Danielle Solorio) (inv)

FACTS:

18. In August 2016, Danielle Solorio (“Solorio”) sought respondent’s legal services concerning the adoption of her niece and nephew, both of whom resided with foster parents.

19. On August 5, 2016, after previously consulting with respondent on several occasions about the possibility of adoption, respondent sent Solorio an email expressing that if Solorio wished to adopt the children, he would help her in this endeavor, as this was in the children’s best interest. However, respondent took no affirmative steps to determine the current guardianship status of the children. As a result, both respondent and Solorio were unaware that the children were already in the process of being adopted by their foster parents and that Solorio would need to initiate her own adoption proceedings forthwith.

20. On August 17, 2016, Solorio formally hired respondent to begin the adoption process. On that same date, the parties signed an Attorney-Client Hourly Fee Agreement in which Solorio agreed to pay respondent advanced fees totaling \$5,000. Between August 17, 2016, and July 31, 2017, Solorio made installment payments totaling \$4,250.

21. On September 12, 2016, Solorio emailed respondent questions about the legal consequences of signing a potential “contact agreement” with the children’s foster parents, in which Solorio would be permitted to visit with the children 3 to 4 times a year. Respondent did not reply to this email.

22. On September 15, 2016, Solorio received a draft of a post-adoption contact agreement from the children’s mediator. If signed, the post-adoption contact agreement would have permitted Solorio to visit with her niece and nephew after they were adopted by the foster parents. On that same date, Solorio emailed respondent a copy of the contact agreement for review, which respondent received. Although the document purported to be a “post-adoption contact agreement,” Solorio was unaware that the foster parents were in the process of adopting the children.



23. On September 21, 2016, Solorio sent respondent an email asking him if he had reviewed the contact agreement. Solorio informed respondent that the mediator had been asking about the contact agreement and that the mediator was unaware that respondent represented Solorio.
24. On September 22, 2016, respondent sent Solorio an email advising, "Please do not sign this agreement. I will try calling you later this afternoon to discuss."
25. On November 5, 2016, Solorio sent respondent an email stating that she had recently been informed by a social worker that her niece and nephew were being adopted by their foster parents and that Solorio would no longer have visitation rights. Respondent did not reply to this email.
26. On December 13, 2016, Solorio sent respondent an email inquiring about the status of her case and asking whether a court date had been scheduled. Respondent sent a reply email stating, "We are trying to file it this month. I will call you later this afternoon to discuss."
27. On December 22, 2016, Solorio emailed respondent to ask about the status of her case, which respondent received. Respondent did not reply to this email.
28. On March 15, 2017, Solorio emailed respondent inquiring about the status of her case and asking whether a court date had been scheduled yet. On that same date, respondent replied that he would call her the next day.
29. On March 24, 2017, respondent's legal assistant emailed Solorio a list of questions that she would need to answer before any court documents could be prepared. Solorio promptly answered the questions and returned them to respondent's legal assistant.
30. On March 30, 2017, respondent's legal assistant sent Solorio an email thanking her for addressing the previously emailed questions.
31. On April 18, 2017, Solorio sent respondent an email requesting a status update. On that same date, respondent sent a reply email stating that his office was currently "working on the most time consuming portion" of her case and that once that portion was completed, respondent would "proceed swiftly."
32. On May 11, 2017, Solorio emailed respondent's legal assistant asking whether he was able to complete the paperwork on her case and if he needed any additional information.
33. On May 15, 2017, Solorio sent respondent an email informing him that she had completed "the questionnaire . . . sent me a while back. But haven't heard from [respondent's legal assistant] since." Solorio asked respondent when they would be going over the paperwork and setting a court date. Solorio expressed frustration that the "[l]ast time we spoke you had stated court would be sometime in February or March."
34. On May 16, 2017, respondent emailed Solorio stating that he would call her later that week with an update. Respondent failed to call Solorio with a substantive update.

35. On July 21, 2017, respondent told Solorio that he was going to send her a questionnaire that she needed to complete and return to his office.

36. On July 22, 2017, Solorio emailed respondent to inform him that she had yet to receive the questionnaire. On that same date, respondent emailed Solorio incomplete Judicial Council forms, including a Petition for Appointment of Guardian of Minor. In the email, respondent stated, "Not sure why you did not receive these."

37. On July 23, 2017, Solorio emailed respondent's legal assistant to notify him that she had not received certain background questions that respondent wanted her to address. Solorio's email was not returned as undeliverable.

38. On July 25, 2017, Solorio emailed both respondent and respondent's legal assistant asking whether they received the email she sent on July 23, 2017. Respondent received the email.

39. On July 27, 2017, respondent emailed Solorio stating that he would call her soon about her case. Respondent failed to call Solorio.

40. On July 31, 2017, Solorio sent respondent an email terminating his representation due to the lack of progress in her case. Solorio also requested a full refund.

41. Between August 5, 2016, and July 31, 2017, respondent failed to take any steps to initiate adoption proceedings on Solorio's behalf. As a result, respondent failed to perform any services of value in Solorio's matter. Solorio's niece and nephew were ultimately adopted by the foster parents without objection. Because Solorio followed respondent's advice not to sign the post adoption agreement on September 22, 2016, Solorio lost her right to visit with the children 3 to 4 times a year after their adoption became final.

42. On August 4, 2017, respondent emailed Solorio stating that he was in the process of reviewing her billing and payments, and that he would schedule an appointment for Solorio to visit his office to review the final bill. Respondent never followed up with Solorio or provided her with an accounting. To date, respondent has not returned any portion of the unearned advanced fees.

43. On February 2, 2018, State Bar Investigator Terrance Brown sent a letter to respondent's official State Bar membership records address to advise respondent that Solorio had filed a complaint. The letter summarized Solorio's allegations that respondent failed to perform, failed to communicate, and failed to return unearned fees, and directed respondent to provide certain documents related to his representation of Solorio. Respondent received the letter but failed to provide a response or participate in the State Bar's investigation.

#### CONCLUSIONS OF LAW:

44. By failing to file any adoption paperwork on Solorio's behalf and by failing to take any affirmative steps to protect Solorio's interest in maintaining a relationship with her niece and nephew, between August 5, 2016 and July 31, 2017, which ultimately led to the uncontested adoption of Solorio's niece and nephew by the foster parents, respondent intentionally, recklessly, and repeatedly

failed to perform legal services with competence, in willful violation of Rules of Professional Conduct, rule 3-110(A).

45. By failing to return any portion of the unearned advanced fees, totaling \$4,250, upon respondent's termination on July 31, 2017, respondent failed to promptly refund any part of a fee paid in advance, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

46. By failing to provide Solorio with an accounting of services rendered after she terminated respondent's employment on July 31, 2017, and by failing to follow through on his promise to schedule a meeting with Solorio to review the billing in person, respondent failed to render an appropriate accounting to Solorio regarding those funds, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

47. By failing to provide a substantive response to the State Bar's letter of February 2, 2018, which respondent received, that requested respondent's response to the allegations of misconduct being investigated in case number 17-O-04914, respondent failed to cooperate and participate in a disciplinary investigation pending against respondent, in willful violation of Business and Professions Code section 6068(i).

Case No. 17-O-02623 (Complainant: Shandy Tolson) (inv)

FACTS:

48. In September 2016, Shandy Tolson ("Tolson") and her husband visited respondent's law office for the purpose of obtaining a collaborative divorce. Prior to visiting respondent, Tolson and her husband reached a tentative agreement as to the issues in their divorce. Tolson and her husband sought respondent's legal services to memorialize their agreement in writing and to file the proper paperwork in court. Tolson paid respondent a cash retainer in the amount of \$3,000.

49. On September 24, 2016, Tolson signed a Notice and Waiver of Conflict of Interest, acknowledging that she consented to "all possible present and future conflicts of interest" arising from the joint representation of Tolson and her husband. Tolson does not recall signing a fee agreement with respondent.

50. On October 5, 2016, respondent filed a Petition for Dissolution of Marriage, Summons, and Declaration Under Uniform Child Custody Jurisdiction and Enforcement Act ("Declaration"), that respondent prepared in the matter of *Tolson v. Tolson*, Tulare County Superior Court, case number 256967. All of the documents failed to identify respondent as the attorney of record. Instead, the documents indicated that Tolson filed for divorce in pro per.

51. Between October 2016 and January 2017, Tolson repeatedly asked respondent about the status of the divorce via text message and telephone. Respondent sometimes responded, "I am working on it." After more than four months without a substantive status update or progress in her case, Tolson hired a new attorney.

52. On February 1, 2017, and February 17, 2017, Tolson's new attorney sent respondent letters requesting a copy of Tolson's client file, a return of any unused portion of Tolson's retainer, and a copy of all billing statements. The letters also asked respondent to provide a proof of service showing that the

documents filed on October 5, 2016 were served on Tolson's husband. The new attorney enclosed copies of a Substitution of Attorney form that required respondent's signature. The letters were sent via facsimile to the fax number listed on respondent's official State Bar membership record. Respondent received the letters but did not reply to the new attorney or make any efforts to contact Tolson.

53. On February 27, 2017, Tolson's new attorney sent respondent another letter requesting a response to the letters of February 1, 2017 and February 17, 2017. The letter was sent via facsimile to the fax number listed on respondent's official State Bar membership record. Respondent received the letter but did not reply to the new attorney or make any efforts to contact Tolson.

54. On March 7, 2017, respondent's associate, Kathleen Phillips of Phillips Munoz Law, sent Tolson's new attorney a letter stating that Phillips Munoz Law would not sign a Substitution of Attorney form because Tolson's petition, summons, and declaration were filed in pro per. On that same date, respondent provided the new attorney with Tolson's client file. Tolson's client file was incomplete and contained another client's court papers.

55. On March 10, 2017, respondent filed a Proof of Service of Summons that was later rejected by the court. In the Proof of Service of Summons, respondent identified himself as counsel for Tolson in the matter of *Tolson v. Tolson*, Tulare County Superior Court, case number 256967.

56. On March 14, 2017, Tolson's new attorney sent respondent a letter directing respondent to sign a Substitution of Attorney form and to re-file the Proof of Service of Summons. For respondent's convenience, another copy of the Substitution of Attorney form and the correct Proof of Service of Summons form were enclosed. The letter noted that Tolson's client file did not contain a copy of the written fee agreement with respondent or provide any copies of Tolson's billing statements despite multiple requests for these items. The letter was sent via regular mail and facsimile to respondent's official state bar membership records address and fax number, which respondent received.

57. On March 22, 2017, respondent filed a Proof of Service of Summons, which was accepted by the court. On that same date, Tolson's new attorney acknowledged receipt of respondent's signed Substitution of Attorney form.

58. On March 22, 2017, Tolson's new attorney sent respondent a letter demanding a copy of the fee agreement and any billing statements as well as a return of the unused retainer. The letter was sent via regular mail and facsimile to respondent's official state bar membership records address and fax number, which respondent received.

59. To date, respondent has not returned any portion of Tolson's advanced fee, or provided Tolson with an accounting, or clarified whether there was an attorney-client fee agreement.

#### CONCLUSIONS OF LAW:

60. By failing to identify himself as Tolson's attorney of record on the Petition for Dissolution of Marriage, Summons, and Declaration that were filed on October 5, 2016, in the matter of *Tolson v. Tolson*, Tulare County Superior Court, case number 256967, by failing to complete and file a proof of service showing that the documents filed on October 5, 2016 had been served on Tolson's husband, and by failing to perform any work in Tolson's matter after October 5, 2016, respondent intentionally,

recklessly, or repeatedly failed to perform legal services with competence, in willful violation of Rules of Professional Conduct, rule 3-110(A).

61. By failing to provide Tolson with an accounting of services rendered after she requested a full refund of the \$3,000, after receiving written requests for an accounting and a refund on the dates of February 1, 2017, February 17, 2017, February 27, 2017, March 14, 2017, and March 22, 2017, respondent failed to render an appropriate accounting to Tolson regarding those funds, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

#### **AGGRAVATING CIRCUMSTANCES.**

**Multiple Acts of Wrongdoing (Std. 1.5(b)):** Respondent committed multiple acts of misconduct across three separate client matters, including holding himself out as entitled to practice law prior to his admission to the State Bar, failing to perform in two client matters, failing to return unearned fees or provide an accounting in two client matters, and failing to fully cooperate in the State Bar's investigations.

**Significant Harm to the Client, the Public, or the Administration of Justice (Std. 1.5(j)):** Respondent significantly harmed his client, Danielle Solorio, when he advised her not to sign the post adoption contact agreement on September 22, 2016, and then failed to file any pleadings to initiate adoption proceedings on Solorio's behalf and failed to file any pleadings contesting adoption by the foster parents. Because of respondent's actions, Solorio lost her right to have any visitation with her niece and nephew when the foster parent's adoption became final.

#### **MITIGATING CIRCUMSTANCES.**

**Pretrial Stipulation:** By entering into this stipulation, respondent has acknowledged misconduct and is entitled to mitigation for recognition of wrongdoing and saving the State Bar significant resources and time. (*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 Spaitth* (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].)

#### **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 Silvertown* (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).)

In the present case, respondent admits to committing nine acts of professional misconduct. Standard 1.7(a) requires that where a respondent “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 2.11, which applies to respondent’s violations of Business and Professions Code section 6106.

Standard 2.11 provides that disbarment or actual suspension is the presumed sanction for an act of moral turpitude, dishonesty, fraud, corruption, intentional or grossly negligent misrepresentation, or concealment of a material fact. The degree of sanction depends on the magnitude of the misconduct; the extent to which the misconduct harmed or misled the victim, which may include the adjudicator; the impact on the administration of justice, if any; and the extent to which the misconduct related to the member’s practice of law.

Under the standards, a lengthy period of actual suspension is warranted and represents a mid-range sanction. Respondent’s violations of section 6106 involved the practice of law and stemmed from respondent’s intentional efforts to mislead Tolson and the State Bar with respect to respondent’s unauthorized practice of law. Specifically, respondent hid the existence of the August 2013 fee agreement from Tolson in the Brown matter and initially lied to the State Bar about the date on which he first agreed to represent Dr. Brown. Collectively, the magnitude of respondent’s misconduct is large in scope. Respondent committed misconduct in the first client matter in August 2013 – before he was even admitted to the practice of law – and he continued to commit misconduct by lying to the State Bar in 2015. Respondent then committed new misconduct in two additional client matters throughout 2016.

In *In the Matter of Downey* (Review Dept. 2009) 5 Cal. State Bar Ct. Rptr. 151, the Review Department recommended an actual suspension of 150 days where the attorney made a grossly negligent misrepresentation in a verified filing and failed to update his official membership record. There, the attorney improperly signed and filed a verified complaint on his clients’ behalf after he temporarily lost contact with them. The attorney assumed, incorrectly, that the clients had temporarily left the county but took no steps to verify their location. At the time, attorneys were only permitted to sign and file verified complaints if they attested under penalty of perjury that the clients were out of the county. After opposing counsel became aware of the misrepresentation and filed a motion to strike the verified complaint, the attorney challenged opposing counsel to prove his lie and tried to mislead the court about his clients’ whereabouts. The attorney later resolved the matter in superior court by re-filing a verified complaint bearing his clients’ signatures. Because the attorney had a prior record of discipline and tried to conceal his misconduct, the Hearing Department recommended a lengthy actual suspension with the

observation that “[h]ad this been [the attorney’s] first offense, the limited nature of the misconduct ordinarily have called for a short or even stayed period of actual suspension.”

Similar to *Downey*, respondent committed an act of moral turpitude when he prepared the August 2013 fee agreement containing language that respondent was an “attorney at law,” which was a blatant misrepresentation. As previously discussed, respondent also tried to hide his misconduct by providing Tipton with a copy of the October 2013 fee agreement and informing the State Bar that his representation of Dr. Brown began on or about October 17, 2013, without disclosing or providing copies of the August 2013 fee agreement. Although respondent does not have a prior record of discipline, his misconduct was intentional and involved three separate client matters. In addition, respondent’s matter is aggravated by multiple acts of misconduct as well as the significant and irreparable harm that he caused Danielle Solorio.

On balance, respondent’s misconduct warrants a six-month actual suspension as this is a mid-range level of discipline that is both consistent with the standards and case law. In addition, a six-month actual suspension with probation conditions, including restitution, fulfills the primary purposes of discipline, i.e., 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.

## **FEE ARBITRATION CONDITIONS OF PROBATION.**

### **A. Respondent’s Duty to Initiate and Participate in Fee Arbitration**

Respondent must initiate fee arbitration within thirty (30) days from the effective date of this matter, including making any payment(s) and filing fees required by the organization conducting the fee arbitration to start the process. The fee arbitration will be for the \$3,000 in fees that Shandy Tolson paid respondent on October 5, 2016. Respondent must not request more fees than have already been paid by, or on behalf of, Shandy Tolson.

Respondent must provide the Office of Probation with a copy of the conformed filing within forty-five (45) days from the effective date of this matter. Respondent must immediately provide the Office of Probation with any information requested regarding the fee arbitration to verify respondent’s compliance.

Respondent must fully and promptly participate in the fee arbitration as directed by the organization conducting the fee arbitration. Respondent will not be permitted to raise the statute of limitations as a defense to the fee arbitration. Respondent understands and agrees that the Office of Probation may contact the entity conducting the fee arbitration for information.

Respondent must accept binding arbitration on the arbitration request form. If the arbitration proceeds as non-binding, however, respondent must abide by the arbitration award and forego the right to file an action seeking a trial de novo in court to vacate the award.

### **B. Disputed Funds Must be Held in Trust by Respondent**

Respondent must keep the disputed funds in a separate interest-bearing trust account (not an IOLTA). If respondent has removed the disputed funds from trust, respondent must open a separate interest-bearing trust account and deposit the disputed funds into such account within fifteen (15) days from the effective

date of discipline. Respondent must provide evidence, e.g. a copy of respondent's bank statement showing that the disputed funds have been placed in trust within thirty (30) days from the effective date of this matter, and a statement under penalty of perjury that the funds have remained in trust with each of respondent's quarterly and final reports.

### **C. Respondent's Duty to Comply with the Arbitration Award**

Within fifteen (15) days after issuance of any arbitration award or judgment or agreement reflected in a stipulated award issued pursuant to a fee arbitration matter, respondent must provide a copy of said award, judgment or stipulated award to the Office of Probation.

Respondent must abide by any award, judgment or stipulated award of any such fee arbitrator and agrees to provide proof thereof to the Office of Probation within thirty (30) days after compliance with any such award, judgment or stipulated award. If the award, judgment or stipulated award does not set forth a deadline for any payment, respondent is to make full payment within thirty (30) days of the issuance of any such award, judgment or stipulated award. Respondent must provide proof thereof to the Office of Probation within thirty (30) days after payment.

To the extent that respondent has paid any fee arbitration award, judgment or stipulated award prior to the effective date of this matter, respondent will be given credit for such payment(s) provided satisfactory proof of such payment(s) is or has been provided to the Office of Probation.

### **D. Fee Arbitration Conditions can be Satisfied by Respondent's Full Payment to Shandy Tolson**

The Fee Arbitration Conditions can also be satisfied by respondent's full payment of \$3,000 in fees that Shandy Tolson paid respondent on October 5, 2016, plus interest of 10% per annum from October 5, 2016, within thirty (30) days from the effective date of this matter. Satisfactory proof of payment must be received by the Office of Probation within forty-five (45) days from the effective date of this matter.

If the Client Security Fund ("CSF") has reimbursed Shandy Tolson for all or any portion of the principal amount(s), respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs. To the extent the CSF has paid only principal amounts, respondent will still be liable for interest payments to Shandy Tolson. Any restitution to the CSF is enforceable as provided in Business and Professions Code section 6140.5, subdivisions (c) and (d). Respondent must pay all restitution to Shandy Tolson before making payment to CSF. Satisfactory proof of payment(s) to CSF must be received by the Office of Probation within thirty (30) days of any payment.

### **E. Effect of Respondent's Failure to Comply with Fee Arbitration Conditions**

Respondent understands that failure to strictly comply with these conditions regarding fee arbitration may result in this Court imposing additional discipline (with attendant costs) and conditions upon respondent, including ordering respondent to pay back the full amount of \$3,000 paid to respondent by Shandy Tolson plus 10% interest from October 5, 2016.



**COSTS OF DISCIPLINARY PROCEEDINGS.**

Respondent acknowledges that the Office of Chief Trial Counsel has informed respondent that as of March 23, 2018, the discipline costs in this matter are \$8,009. 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.

**EXCLUSION FROM MINIMUM CONTINUING LEGAL EDUCATION (“MCLE”) CREDIT.**

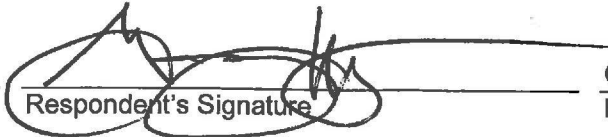
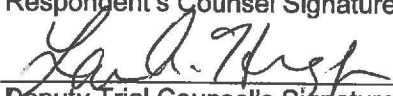
Respondent may not receive MCLE credit for completion of State Bar Ethics School, State Bar Client Trust Accounting School, and/or any other educational courses to be ordered as a condition of suspension. (Rules Proc. of State Bar, rule 3201.)

(Do not write above this line.)

In the Matter of: <b>George Anthony Munoz</b>	Case number(s): <b>15-O-14975-LMA; 17-O-04914 (inv); 17-O-02623 (inv)</b>
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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>3/26/18</u> Date	 Respondent's Signature	<u>George A. Munoz</u> Print Name
<u>3/26/18</u> Date	 Deputy Trial Counsel's Signature	<u>Laura A. Huggins</u> Print Name

(Do not write above this line.)

In the Matter of: George Anthony Munoz	Case Number(s): 15-O-14975-LMA; 17-O-04914(inv); 17-O-02623 (inv)
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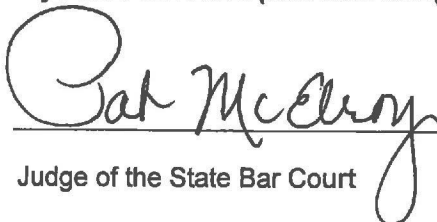
### ACTUAL SUSPENSION ORDER

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.

1. On p. 4, D. (3) (a) Actual Suspension, delete the box "ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation" because it conflicts with the Financial Conditions on page 7. While it provides that Respondent is actually suspended for six months and until he makes restitution of \$4,250 to Danielle Solorio, the Financial Conditions on page 7 allow Respondent to make restitution no later than 120 days before the expiration of his two years' probation. In other words, Respondent has 20 months to pay restitution under the Financial Conditions, whereas under the actual suspension condition, he has six months to pay restitution and will remain actually suspended until restitution is made.
2. On p. 5, par. (1), delete the box, since the conditional actual suspension is inapplicable.
3. On p. 7, delete the date "August 17, 2016" and change it to "July 31, 2017," as that was the last date of installment payment of attorney fees.

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.)**

Date May 8, 2018   
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 Court Specialist 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 San Francisco, on May 8, 2018, 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 San Francisco, California, addressed as follows:

GEORGE A. MUNOZ  
PHILLIPS MUNOZ LAW  
253 N "L" ST  
TULARE, CA 93274 - 4115

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

LAURA HUGGINS, Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on May 8, 2018.



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Bernadette Molina  
Court Specialist  
State Bar Court