

COURT REPORT
FILED

S014784

JUN 27 1990

Robert Wandruff Clerk
DEPUTY

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

IN BANK

IN THE MATTER OF THE SUSPENSION OF DANIEL WILLIAM DUNBAR

A MEMBER OF THE STATE BAR OF CALIFORNIA

It is ordered that Daniel William Dunbar be suspended from the practice of law for one year, that execution of suspension be stayed, and that he be placed on probation for one year on condition that he be actually suspended for the first 30 days and comply with the other conditions of probation adopted by the Review Department at its November 8, 1989, meeting. It is further ordered that he take and pass the Professional Responsibility Examination within one year after the effective date of this order. (See Segretti v. State Bar (1976) 15 Cal.3d 878, 891, fn. 8.) The State Bar is awarded costs. This order is effective upon finality of this decision in this Court. (See Cal. Rules of Court, rule 24 (a).)

I, Robert F. Wandruff, Clerk of the Supreme Court of the State of California, do hereby certify that the preceding is a true copy of an order of this Court, as shown by the records of my office.

Witness my hand and the seal of the Court this

day of

JUN 27 1990

A.D. 19

By P. QUINN Clerk

Deputy Clerk

Panelli
Acting Chief Justice

kwiktag*

152 140 729



STATE BAR COURT
THE STATE BAR OF CALIFORNIA
REVIEW DEPARTMENT

FILED
NOV 29 1989
STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

PUBLIC MATTER

I, Judy Duffield, hereby certify that I am Clerk of the State Bar Court, and that as such, I am the custodian of all records and files of the State Bar Court, and that the following is a full, true and correct copy of a resolution or resolutions adopted as the decision of the Review Department on November 8, 1989, insofar as it relates to the following proceeding:

88-0-11458 - In the Matter of Daniel W. Dunbar

After discussion and consideration by the Review Department of the record in the above-entitled proceeding and upon motion made, seconded and adopted it was

RESOLVED that, pursuant to rules 405-408, Rules of Procedure of the State Bar, the stipulation as to facts and disposition entered into between the Office of Trial Counsel and the Respondent filed July 3, 1989, in the above-entitled matter is hereby adopted, construing paragraph 5 of the probation conditions to include any probation monitor referee assigned under these conditions of probation and construing the stipulation so as to delete the last paragraph of the section entitled Additional Recommendation.

Voting Yes: Referees Azevedo, Bowie, Boyle, Carlin, Dean, Katsky, Kirkham, Schafer, Thompson, Vogt, Walenta, Whelan and Wilczynski.

Dated November 27, 1989 Judy Duffield
Judy Duffield, Clerk
of the State Bar Court

DECLARATION OF SERVICE

I, the undersigned, over the age of 18 years, whose business address and place of employment is 818 West Seventh Street, Los Angeles, California, declare that I am not a party to the within action; that in the City and County of Los Angeles, on the date shown below, I deposited a true copy of the within

REVIEW DEPARTMENT MINUTES FILED NOVEMBER 29, 1989

in a sealed envelope as follows:

In a facility regularly maintained by the United States Postal Service with postage thereon fully prepaid addressed to:

Daniel W. Dunbar
9952 Santa Monica Boulevard
Beverly Hills, CA 90212

Teresa J. Schmid, Attorney at Law
State Bar of California
333 South Beaudry Avenue, Ninth Floor
Los Angeles, CA 90017

Theodore A. Cohen, Esq.
Suite 900
433 North Camden Drive
Beverly Hills, CA 90210

Via an overnight courier service addressed to:

In an inter-office mail facility regularly maintained by the State Bar of California addressed to:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Los Angeles, California on November 29, 1989.


Kaoru Tamura
Deputy Court Clerk



THE STATE BAR
OF CALIFORNIA

OFFICE OF STATE BAR COURT

Director, STUART A. FORSYTH

COURT CLERK'S OFFICE, 818 WEST SEVENTH STREET, SUITE 201, LOS ANGELES, CALIFORNIA 90017-3432

(213) 689-6200

PERSONAL AND CONFIDENTIAL

NOTICE ACCOMPANYING SERVICE OF
STIPULATION AS TO FACTS AND DISPOSITION
PRIOR TO ISSUANCE OF NOTICE TO SHOW CAUSE IN
CASE NUMBER 88-O-11458

IN THE MATTER OF Daniel William Dunbar, Esq.

Enclosed is a copy of the Stipulation As To Facts and Disposition entered into in the above-numbered matter pursuant to Rules 405 and 406 of the Rules of Procedure of the State Bar Rules. Also enclosed is a copy of Rules 405-408, Rules of Procedure of the State Bar.

The Stipulation is subject to review by the Review Department of the State Bar Court in accordance with Rules 407(a) and 450(b). Upon adoption by the Review Department of the Stipulation As To Facts and Disposition the stipulation shall be binding on the parties to this proceeding as provided by Rule 408(a). Rule 408(b) is applicable if the stipulation is rejected by the Review Department.

The matter will come before the Review Department on its ex-parte calendar and no appearances are contemplated. You will be advised by the Court Clerk's Office of the action taken.

The Court Clerk's Office of the State Bar Court can provide the dates upon which the Review Department is likely to act on this matter. Formal notification of the action in this matter will be forecoming from the Effectuation of Decision Section of the Court Clerk's Office. Time limits required by the applicable rules will commence from the date of the final notification.

DECLARATION OF SERVICE

I, the undersigned, over the age of 18 years, whose business and place of employment is 818 West Seventh Street, Los Angeles, California, declare that I am not a party to the within action; that in the City and County of Los Angeles, on the date shown below, I deposited a true copy of the above Notice, Stipulation As To Facts and Disposition, and Rules of Procedure 405-408 and 450; in a sealed envelope as follows:

In a facility regularly maintained by the United States Postal Service with postage thereon fully prepaid addressed to:
Daniel William Dunbar, Esq., 9952 Santa Monica Blvd., Beverly Hills, CA 90212
Teresa Schmid, A/L., State Bar of California, 333 S. Beaudry, 9th Floor, Los Angeles, CA
In an inter-office facility regularly maintained by the State Bar of California addressed to:

I declare under penalty of perjury at Los Angeles, California, that the foregoing is true and correct. Dated, this 05th day of July, 19 89.


Victor Thrash
Deputy Court Clerk

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OFFICE OF TRIAL COUNSEL
STATE BAR OF CALIFORNIA
TERESA J. SCHMID, NO. 135266
Attorney at Law
333 South Beaudry Avenue
Los Angeles, California 90017

213/580-5000

FILED
JUL 03 1989
STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

THE STATE BAR COURT
OF THE STATE BAR OF CALIFORNIA
HEARING DEPARTMENT - LOS ANGELES

In the Matter of) 88-O-11458
)
) STIPULATION AS TO FACTS
) AND DISCIPLINE PURSUANT
DANIEL WILLIAM DUNBAR, NO. 100607) TO RULE 405-408 OF
) THE RULES OF PROCEDURE
) OF THE STATE BAR
A Member of the State Bar)
)

IT IS HEREBY STIPULATED by and between of the Office of
Trial Counsel of the STATE BAR OF CALIFORNIA, through its
Examiner, TERESA J. SCHMID, and Respondent, DANIEL WILLIAM
DUNBAR, (hereinafter "Respondent"), and Respondent's attorney
of record, THEODORE A. COHEN, in accordance with Rules 405
through 408 of the Rules of Procedure of the State Bar of
California as follows:

I. THE PROCEEDING INVOLVED

A. On February 16, 1989, a Notice to Show Cause against
Respondent was approved by the Office of Trial Counsel. A
letter of intent to issue the Notice was sent to the Respondent
on March 1, 1989. Respondent answered the letter of intent,

1 and conferences were held on February 3, 1989 with Respondent,
2 and on February 13, 1989 with Respondent's attorney and the
3 Examiner for the State Bar.

4 It is now the intention of the State Bar and Respondent to
5 dispose of all of the issues raised in investigation matter No.
6 88-O-11458 pursuant to the terms of this Stipulation and in
7 accordance with Rules 405 through 408 of the State Bar Rules of
8 Procedure. It is understood and acknowledged by the parties to
9 this stipulation that:

- 10 A. The issuance of a Notice to Show Cause be waived; that
11 the right to a formal hearing be waived; that the
12 matter may be determined by the Review Department of
13 the State Bar pursuant to Rule 407(a) of the Rules of
14 Procedure of the State Bar of California.
- 15 B. Stipulations as to proposed discipline are not binding
16 upon the California Supreme Court; and
- 17 C. Stipulations as to Facts and Discipline are not
18 effective until approved by the Review Department, and
19 may be disapproved or rejected by the Review
20 Department.
- 21 D. This Stipulation relates only to investigation matter
22 No. 88-O-11458 and does not purport to resolve any
23 other open investigation now pending.
- 24 E. Respondent has been notified of his obligation to pay
25 costs for this disciplinary proceeding as provided in
26 Business and Professions Code Sections 6086.10 and
27 6140.7. The amount of costs assessed will be set
28 forth in cost certificates submitted by the Office of

1 Trial Counsel and State Bar Court upon final review of
2 the matter the Review Department.

3 II. STATEMENT OF ACTS OR OMISSIONS OF RESPONDENT WHICH ARE
4 ADMITTED BY AND ACKNOWLEDGED BY THE RESPONDENT AS CAUSE OR
5 CAUSES FOR DISCIPLINE

6 A. On May 2, 1987, Manuel Tapia (hereinafter "Tapia")
7 employed Respondent to represent him in a personal injury
8 action. At the same time, Tapia executed a Contingency Fee
9 Agreement (hereinafter "Agreement", a copy of which is
10 attached as Exhibit "A".) The Agreement purports to grant the
11 attorneys in Respondent's firm a general power of attorney to
12 execute documents on behalf of Tapia, but also provides they
13 will enter into no settlement without Tapia's approval.

14 B. Tapia's deposition was set for December 15, 1988, and
15 his trial was set in January 1988. Prior to the date set for
16 the deposition, Respondent lost contact with Tapia. Tapia's
17 mail was returned, and Respondent could not contact him by
18 telephone.

19 C. In his personal and telephone interviews with Tapia,
20 conducted through a translator employed by Respondent,
21 Respondent explained to Tapia the nature and extent of his case
22 and the difficulties with liability. Respondent believed
23 himself to be authorized to accept on Tapia's behalf the best
24 settlement offer he could negotiate.⁵

25
26 D. In December 1987 and January 1988, Respondent
27 negotiated what he believed in good faith to be an
28 advantageous settlement for Tapia and one which he believed

1 Tapia would approve. However, he was unable to contact Tapia
2 for his express consent to the settlement.

3 E. On January 7, 1988, the opposing attorney in the Tapia
4 lawsuit sent Respondent a draft in the amount of \$15,000.00 and
5 a Release for Tapia's signature in settlement of the lawsuit.
6 Respondent, believing himself to be acting under color of the
7 power of attorney and in Tapia's best interest, simulated
8 Tapia's signature on the Release and draft.

9 F. In simulating Tapia's signature on the draft and
10 Release, Respondent intended that opposing counsel accept such
11 signatures as being those of Tapia himself. At no time did
12 Respondent disclose or otherwise indicate that he had signed
13 the documents for Tapia as his representative.

14 G. Respondent deposited the draft in his Client Trust
15 Account and held the amount due Tapia in trust until he was
16 contacted by Tapia on March 31, 1988.

17 H. On March 31, 1988, Respondent met with Tapia and
18 delivered to him a check in the amount of \$9,149.00,
19 representing Tapia's recovery from the settlement proceeds,
20 less 30% as attorney fees (per the Agreement) and costs of
21 litigation. The check was taken directly to the bank and
22 cashed that day. At or about the same time, Respondent
23 delivered to Tapia a written accounting for the distribution of
24 funds.

25 I. Tapia accepted Respondent's trust check and accounting
26 and made no objection to the settlement until he filed his
27 complaint with the State Bar on April 28, 1988.

28 / / /

1 III. LEGAL CONCLUSIONS

2 The Respondent committed the above-described acts in
3 wilful violation of his oath and duties as an attorney and, in
4 particular, California Business and Professions Code Sections
5 6068(a), 6103, and 6106.

6 IV. STATEMENT OF AGGRAVATING CIRCUMSTANCES

7 Respondent's conduct involves dishonesty toward opposing
8 counsel in that he purported to be authorized by his client to
9 enter a settlement agreement, and to have obtained his client's
10 acceptance of such settlement, as evidenced by the simulated
11 signatures, when in fact no such acceptance was obtained.

12 V. STATEMENT OF MITIGATING CIRCUMSTANCES

13 A. Respondent was admitted to the Bar on December 1,
14 1981, and has no prior record of discipline.

15 B. Respondent has been spontaneous, candid and
16 cooperative with the State Bar Office of Investigation and
17 Office of Trial Counsel.

18 C. Respondent has, prior to execution of this
19 stipulation, taken steps to comply with condition 2 of
20 paragraph VI(A) infra. He has further opened his file and
21 client trust records to the State Bar.

22 D. Respondent has exhibited remorse for his conduct.

23 VI. RECOMMENDED STIPULATED DISCIPLINE

24 A. It being found that the protection of the public and
25 the interests of the attorney will be served, it is hereby
26 stipulated that the recommended discipline in this matter be
27 that the Respondent be suspended from the practice of law for
28 one (1) year, that execution of the order of suspension be

1 stayed and that Respondent be placed on probation for one (1)
2 year upon the following conditions:

- 3 1. Respondent shall be actually suspended from the
4 practice of law in the State of California for the
5 first thirty (30) days of the period of probation.
- 6 2. Respondent shall remove from his fee agreements
7 language purporting to create a general power of
8 attorney in favor of Respondent and his associate
9 attorneys, and shall, beginning immediately, refrain
10 from use of such general power as to those clients who
11 have previously executed fee agreements containing
12 such language.
- 13 3. During the period of probation Respondent shall
14 comply with the provisions of the State Bar Act and
15 Rules of Professional Conduct of the State Bar of
16 California;
- 17 4. During the period of probation Respondent shall file
18 written reports no later than January 10, April 10,
19 July 10, and October 10, of each year or part thereof
20 during which the probation is in effect, to the Los
21 Angeles office of the State Bar Court, State Bar of
22 California. Each report shall state that it covers
23 the preceding calendar quarter or applicable portion
24 thereof, and shall be certified by affidavit or
25 executed under penalty of perjury provided; however,
26 if the effective date of probation is less than thirty
27 (30) days preceding any of the reporting dates,
28 Respondent shall file the first report on the second

1 reporting date following the effective date of
2 probation:

3 (a) In Respondent's first report, that (i)
4 Respondent has read and complied with all provisions
5 of the State Bar Act and Rules of Professional Conduct
6 since the effective date of said probation; and (ii)
7 that Respondent has complied with paragraphs 4 and 5
8 of these conditions of probation since the effective
9 date of said probation;

10 (b) in each subsequent report, that Respondent
11 has read and complied with all provisions of the State
12 Bar Act and Rules of Professional Conduct during said
13 period; and (ii) that Respondent has complied with
14 paragraph numbers 2, 5 and 6 of these conditions of
15 probation during said period;

16 (c) provided; however, that a final report shall
17 be filed covering the remaining portion of the period
18 of probation following the last report required by the
19 foregoing provisions of this paragraph number 3
20 certifying to the matters set forth in paragraph
21 number 4 and 5 of these conditions of probation;

22 5. Except to the extent prohibited by the attorney-client
23 privilege and the privilege of self-incrimina-
24 tion, he shall answer fully, promptly and truthfully
25 to the Presiding Referee of The State Bar Court or his
26 designee at the Respondent's office or an office of
27 The State Bar (provided, however, that nothing herein
28 shall prohibit the Respondent and Presiding Referee

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from fixing another place by agreement), any inquiry or inquiries directed to him personally or in writing by said Presiding Referee or his designee relating to whether Respondent is complying or has complied with these terms of probation;

6. The period of suspension and probation shall commence as of the date on which the Order of the Supreme Court herein becomes effective; at the expiration of said probation period, if he has complied with the terms of probation, said Order of the Supreme Court suspending respondent from the practice of law for a period of one (1) year shall be satisfied and the suspension is terminated.

VII. ADDITIONAL RECOMMENDATION

It is further stipulated that Respondent shall take and pass the Professional Responsibility Examination given by the National Conference of Bar Examiners within one (1) year from the effective date of his suspension, (Segretti v. State Bar (1976) 15 Cal. 3d 878, 890-891) and furnish satisfactory proof of such to the Los Angeles Office of the Probation Department of the State Bar Court of the State Bar of California within said year.

Respondent is hereby notified that failure to comply with the above conditions may constitute cause for a separate

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proceeding for wilful breach of Rule 9-101, Rules of
Professional Conduct of the State Bar of California.

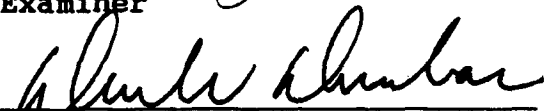
Respectfully submitted,

OFFICE OF TRIAL COUNSEL
STATE BAR OF CALIFORNIA

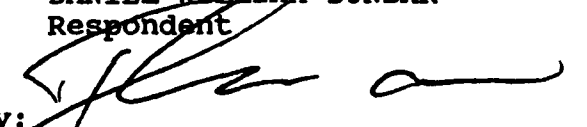
DATED: 5-22, 1989

By: 
TERESA J. SCHMID
Examiner

DATED: 5-13, 1989

By: 
DANIEL WILLIAM DUNBAR
Respondent

DATED: 5-22, 1989

By: 
THEODORE A. COHEN
Attorney For Respondent

REVIEW AND APPROVED

DATED: 5-22, 1989

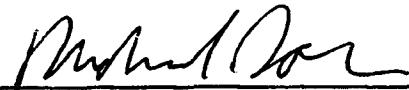
By: 
MICHAEL SALEEN
Assistant Chief Trial Counsel

EXHIBIT "A"

CONTINGENT FEE AGREEMENT

THIS AGREEMENT is made this 2ND day of MAY, 1987,
at Beverly Hills, California, by and between MANUEL TAMA
and the law firm of BELLI AND SABIH.

Client hereby retains BELLI AND SABIH to recover for personal injuries and property damage sustained by client on or about FEBRUARY 8, 1987, or any other claim otherwise arising directly or indirectly therefrom, as BELLI AND SABIH in their judgment deem appropriate.

Should a recovery result by settlement before the filing of a complaint, or a petition for arbitration (Uninsured Motorist), BELLI AND SABIH are to receive for their services ~~one-third (1/3)~~ 30% of the gross recovery, and client is to receive ~~two-thirds (2/3)~~ 70% less any expenses and/or costs advanced by BELLI AND SABIH, and/or any medical liens outstanding. DD
30%
FEE
70%
CLIENT

~~Should a recovery result either by settlement, arbitration, trial or otherwise, after the filing of the complaint or petition for arbitration, BELLI AND SABIH are to receive for their services forty percent (40%) of the gross amount thereof, and client is to receive sixty percent (60%), less any expenses and/or costs advanced by BELLI AND SABIH, and/or any medical liens outstanding.~~

BELLI AND SABIH agree not to enter into any settlement with any parties without the prior consent of client.

If a settlement offer is tendered in the case by the defendants and BELLI AND SABIH believe, in good faith, that settlement should be accepted and communicates this to client and client does not agree to the settlement offer, BELLI AND SABIH may require client to advance the reasonable costs of trial in the case. In the event that client refuses to accept a reasonable settlement offer and refuses to advance costs, client thereby agrees to permit BELLI AND SABIH to withdraw from the case by filing a Substitution of Attorney form, substituting client in as his/her own attorney, said Substitution form being signed concurrent with this Agreement.

If BELLI AND SABIH do not obtain a settlement or judgment for client, client will owe them nothing for their time and services.

Attorneys are hereby given a lien for their fees and any costs and expenses advanced by them, upon any settlement or judgment obtained by client. Client hereby gives BELLI AND SABIH power of attorney, and express authorization, to execute all complaints, claims, contracts, settlements, checks, drafts, compromises, releases, dismissals and orders, on my behalf, as attorneys in their discretion deem appropriate.

Client acknowledges that this Contingent Fee Agreement is not set by law, is negotiable, and has been negotiated. Further, this Contingent Fee Agreement does not cover any other matters,

CONTINGENT FEE AGREEMENT
Page 2

related or unrelated, other than those set forth hereinabove. Any other services to be performed by attorneys will be covered in a separate agreement. Client acknowledges receipt of a copy of this agreement.

DATED: May 2, 1987

✓ Manuel J. Tapia
CLIENT

✓ 2015 AVE 50 # 3 90042
(Address)

(Telephone)

(Business Address)

(Business Telephone)

We accept:

BELLI AND SABIH

By: _____

The Belli Building
9952 Santa Monica Boulevard
Beverly Hills, California 90212
(213)277-3612



The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in the State Bar Court.

ATTEST August 3, 2018

State Bar Court, State Bar of California,
Los Angeles

By
Clerk

A handwritten signature in black ink, appearing to be "J. H. G.", is written over a horizontal line.