

1 STATE BAR OF CALIFORNIA
OFFICE OF THE CHIEF TRIAL COUNSEL
2 JAYNE KIM, No. 174614
CHIEF TRIAL COUNSEL
3 JOSEPH R. CARLUCCI, No. 172309
DEPUTY CHIEF TRIAL COUNSEL
4 MELANIE J. LAWRENCE, No. 230102
ASSISTANT CHIEF TRIAL COUNSEL
5 KIMBERLY G. ANDERSON, No. 150359
SENIOR TRIAL COUNSEL
6 1149 South Hill Street
Los Angeles, California 90015-2299
7 Telephone: (213) 765-1083

FILED
SEP 28 2012
STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

PUBLIC MATTER

8 STATE BAR COURT
9 HEARING DEPARTMENT - LOS ANGELES

10
11 In the Matter of:) Case Nos. 11-O-14430 and 11-O-17550
12 JAMES H. LI,)
No. 176662,) NOTICE OF DISCIPLINARY CHARGES
13)
14 A Member of the State Bar)

15 **NOTICE - FAILURE TO RESPOND!**

16 **IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE**
17 **WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT**
18 **THE STATE BAR COURT TRIAL:**

- 19 (1) **YOUR DEFAULT WILL BE ENTERED;**
20 (2) **YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU**
21 **WILL NOT BE PERMITTED TO PRACTICE LAW;**
22 (3) **YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN**
23 **THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION**
24 **AND THE DEFAULT IS SET ASIDE, AND;**
25 (4) **YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.**
26 **SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE**
27 **OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN**
28 **ORDER RECOMMENDING YOUR DISBARMENT WITHOUT**
FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ.,
RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

///

///

///

///



1 The State Bar of California alleges:

2 JURISDICTION

3 1. James H. Li ("Respondent") was admitted to the practice of law in the State of
4 California on June 12, 1995, was a member at all times pertinent to these charges, and is
5 currently a member of the State Bar of California.

6 COUNT ONE

7 Case No. 11-O-14430
8 Business and Professions Code, section 6106
9 [Moral Turpitude]

10 2. Respondent willfully violated Business and Professions Code, section 6106, by
11 committing an act involving moral turpitude, dishonesty or corruption, as follows:

12 3. On or about August 2, 2007, Ching Wang ("Wang") employed Respondent to
13 represent him in the case entitled *Sylvia Hu v. Ching Wang*, San Bernardino County Superior
14 Court Case No. RCV090876 ("the Wang II case"). On or about August 2, 2007, Respondent and
15 Wang entered into a retainer agreement for a \$2,000 "non-refundable retainer," and agreed that
16 he would be billed at an hourly rate of \$100 per hour. Wang paid the Respondent \$2,000.

17 4. On or about August 5, 2007, Respondent proposed entering into an amended retainer
18 agreement, which amended the initial retainer agreement. The amended retainer agreement
19 required Wang to pay an additional \$10,000 as a "non-refundable retainer," and an additional
20 \$30,000 in advanced fees. In the amended retainer agreement, Respondent provided Wang with
21 a "guarantee" that he would receive a "favorable result" for Wang and the named defendants,
22 which he defined as: "(1) a judgment or verdict in favor of all defendants, (2) a dismissal with or
23 without prejudice of the case in favor of all defendants, or (3) a resolution of the case in the way
24 that Clients choose to accept." Respondent guaranteed to refund the \$30,000 in advanced fees if
25 he did not receive a favorable result for Wang and the other named defendants. Wang and
26 Respondent entered into the amended retainer agreement and Wang paid Respondent the
27 additional \$40,000.

28 5. On or about February 4, 2008, a judgment was entered in favor of Sylvia Hu and
against Wang in the Wang II case.

1 6. In or about February 2008, Wang demanded refund of the \$30,000.

2 7. On or about February 6, 2008, Respondent sent an email to Wang stating that his
3 “guarantee” set forth in the amended retainer agreement was “void” because Wang did not
4 cooperate with him. Li did not refund the \$30,000 to Wang and Li’s claim that the retainer
5 agreement was “void” was untenable.

6 8. On or about February 13, 2008, Wang terminated Respondent. Respondent continued
7 to refuse to refund the \$30,000 to Wang and has not refunded the \$30,000 to date.

8 9. On or about January 7, 2009, Wang filed a lawsuit against Respondent entitled *Ching*
9 *Wang, et al. v. James Hsiaosheng Li, et al.*, Los Angeles Superior Court Case No. KC054638
10 (“the fraud case”) for breach of contract, fraud and legal malpractice, among other theories.
11 Wang sought, among other things, damages and the imposition of a constructive trust for the
12 return of the \$30,000. Respondent continued to refuse to refund the \$30,000 and has continued
13 to refuse to refund the \$30,000 to date.

14 10. The court scheduled the fraud case for a jury trial which was set to begin on May 4,
15 2011 and Respondent had notice of the trial date. On or about May 4, 2011, Respondent
16 appeared at the trial representing himself and attorney Sally Chan (“Chan”) appeared on behalf
17 of Wang. The court advised the parties the trial would begin the next day on May 5, 2011, with
18 a trial estimate of two-to-three weeks, and that a jury panel of approximately 50 prospective
19 jurors would be present so that the parties could begin picking a jury.

20 11. On or about May 5, 2011, knowing the trial was to begin that same morning,
21 Respondent filed a Chapter 7 bankruptcy case on his own behalf in the case entitled *In Re James*
22 *Li*, U.S. Bankruptcy Court (Central District) Case No. 8:11-bk-16426. Respondent filed the
23 bankruptcy proceeding with the improper purpose of staying the fraud trial. The court did in fact
24 continue the trial in the fraud action, but issued an order to show cause for June 26, 2011, as to
25 why the trial should not go forward, after Chan advised the court that Respondent had filed the
26 bankruptcy petition without any of the required schedules.

27 12. On or about May 16, 2011, and after having delayed the fraud trial, Li dismissed his
28 bankruptcy case.

1 executed the form that he had not completed the credit counseling requirement prior to filing his
2 bankruptcy petition.

3 27. On or about May 5, 2011, Respondent falsely stated in his Chapter 7 bankruptcy
4 petition under penalty of perjury that he estimated his assets to be "between \$0 to \$50,000,"
5 when he knew his estimated assets exceeded \$370,000.

6 28. By falsely representing on "Exhibit D- Individual Debtor's Statement of Compliance
7 with Credit Counseling Requirement" to his bankruptcy petition that he had completed the
8 requisite credit counseling requirement prior to filing for bankruptcy when he knew he had not
9 done so, and by falsely estimating his assets exceeded \$370,000, Respondent employed, for the
10 purposes of maintaining the causes confided in him, means which are inconsistent with truth.

11 COUNT SIX

12 Case No. 11-O-14430
13 Rules of Professional Conduct, rule 3-700(D)(2)
14 [Failure to Refund Unearned Fees]

15 29. Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
16 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

17 30. The allegations of Count(s) One are incorporated by reference.

18 31. On or about October 17, 2011, the jury entered a verdict in the fraud case in favor of
19 Wang and against Li for fraud, breach of contract, negligent misrepresentation, conversion,
20 breach of fiduciary duty and breach of the implied covenant of good faith and fair dealing. The
21 jury awarded damages against Respondent and in favor of Wang for the entire \$30,000

22 32. On or about January 5, 2012, the court entered an amended judgment against
23 Respondent in the fraud case for \$44,000 in general damages and \$44,000 in punitive damages.
24 To date, Respondent has not paid the judgment.

25 33. By the express terms of his own "guarantee" contained in the amended retainer
26 agreement, Respondent has not earned at least \$30,000 of the fees paid to him by Wang, and
27 Respondent has owed Wang a refund since on or about February 4, 2008, irrespective of the
28 fraud judgment and Wang should not have had to file suit or obtain a judgment against
Respondent to recover these unearned fees.

1 34. By failing to refund the \$30,000 in unearned fees at any time between February 4,
2 2008 and the present, Respondent failed to promptly refund unearned fees.

3 COUNT SEVEN

4 Case No. 11-O-14430
5 Rules of Professional Conduct, rule 4-100(A)
6 [Failure to Deposit Client Funds in Trust Account]

7 35. Respondent willfully violated Rules of Professional Conduct, rule 4-100(A), by
8 failing to deposit funds received for the benefit of a client in a bank account labeled "Trust
9 Account," "Client's Funds Account" or words of similar import, as follows:

10 36. The allegations of Count(s) One are incorporated by reference.

11 37. Respondent did not immediately deposit the \$30,000 in funds into a bank account
12 labeled "Trust Account," "Client's Funds Account" or words of similar import after having been
13 made aware in or about February 2008 when he learned that Wang was disputing Respondent's
14 retention of the \$30,000 as attorney's fees. Only on or about October 25, 2011, and only after
15 Respondent had been found liable to Wang for breach of contract and fraud, did Respondent
16 deposit the \$30,000 into his Bank of America client trust account no. xxxxx-x1891¹

17 38. By failing to deposit the \$30,000 into his CTA at any time between February 2008
18 and October 25, 2011, Respondent failed to deposit funds received for the benefit of a client in a
19 bank account labeled "Trust Account," "Client's Funds Account" or words of similar import.

20 39. By failing to deposit the \$30,000 in fees into a client trust account at any time from
21 February 4, 2008 when he learned Wang was disputing his right to retain the funds as fees until
22 October 25, 2011, Respondent failed to deposit disputed funds into a client trust account.

23 COUNT EIGHT

24 Case No. 11-O-17550
25 Business and Professions Code, section 6106
26 [Moral Turpitude – Overreaching and Coercion to Collect Fees]

27 40. Respondent willfully violated Business and Professions Code, section 6106, by
28 committing an act involving moral turpitude, dishonesty or corruption, as follows:

¹ Only the last four digits of the account are listed to protect the account.

1 41. On or about April 25, 2007, Michael Chui ("Chui") was sued by his sister Cindy Tsui
2 ("Tsui") in Los Angeles Superior Court Case No. GC038906 ("the lawsuit") involving a dispute
3 over the ownership of real property located at 9333 Guess Street, in the City of Rosemead, the
4 County of Los Angeles and the State of California ("the real property").

5 42. On or about August 27, 2007, Chui hired Respondent to defend him in the lawsuit.
6 Pursuant to the fee agreement, Respondent agreed to charge Chui an hourly fee of \$100 per hour.
7 Chui selected Respondent to represent him because of Respondent's low fees and because
8 Respondent is fluent in Chinese (Cantonese), which is Chui's primary language. Respondent
9 provided Chui with a written retainer agreement, which Chui signed, which was in English and
10 not in Chinese. The fee agreement did not expressly reserve the right for Respondent to increase
11 his \$100 hourly rate.

12 43. In or about January 2008, Respondent increased his hourly fee from \$100 per hour to
13 \$110 per hour for the first 30 hours of work during 2008, and then he increased his hourly fee to
14 \$250 per hour.

15 44. Between on or about August 24, 2007 and on or about September 23, 2008, Chui paid
16 Respondent with cash, checks and credit cards totaling \$57,000, until he had no more money. At
17 that time, Respondent knew Chui was vulnerable and that he could not afford to retain new
18 counsel to represent him in the lawsuit.

19 45. In or about September 2008, Respondent, knowing Chui had an equity ownership
20 interest in the real property, approached Chui about signing deeds of trust and promissory notes
21 against his interest in the real property as security for past due and future attorney's fees owed to
22 Respondent.

23 46. Between on or about December 2, 2008 and on or about December 23, 2009,
24 Respondent provided Chui with five deeds of trust and five promissory notes permitting
25 Respondent to acquire a security interest against Chui's portion of the real property in the amount
26 of \$170,000.

27 47. On or about December 2, 2008, Chui signed a Deed of Trust with Assignment of
28 Rents as Additional Security in favor of Respondent for a \$30,000 interest in Chui's property.

1 The deed of trust, which was signed by Chui, was written in English and Respondent did not
2 provide a copy of the deed of trust in Chinese.

3 48. On or about December 4, 2008, Chui signed a promissory note for the \$30,000 deed
4 of trust executed on or about December 2, 2008. The promissory note provided that Chui pay
5 interest at 13% per annum on the principal balance, which amounted to a usurious rate of interest
6 pursuant to California Constitution, Article XV §1, which limits the rate of interest to 10%. The
7 promissory note, which Chui executed, was in English and Respondent did not provide Chui
8 with a written translation of the promissory note in Chinese. The promissory note did contain
9 the following statement in English, which Chui initialed: "The undersigned also acknowledge
10 (sic) that it (sic) has been advised to seek independent counsel to review this document as well as
11 the associated DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL
12 SECURITY, and has been given a reasonable opportunity, 20 days, to seek such counsel." Chui
13 did not sign any document in Chinese consenting in writing to the transaction and he did not sign
14 any document in Chinese acknowledging that he had been advised to seek independent counsel
15 to review the promissory note and deed of trust.

16 49. On or about June 23, 2009, Chui signed a Deed of Trust with Assignment of Rents as
17 Additional Security in favor of Respondent for a \$30,000 interest in Chui's property. The deed
18 of trust, which was signed by Chui, was written in English and Respondent did not provide a
19 copy of the deed of trust in Chinese. The deed of trust referenced a corresponding promissory
20 note dated June 2, 2009, but no such promissory note exists.

21 50. In or about July 2009, unbeknownst to Chui, Respondent assigned his rights to
22 receive \$50,000 from the deeds of trust against Chui's property to his sister Po Shan Li

23 51. On or about August 3, 2009, Chui signed a promissory note for \$30,000, but the
24 corresponding deed of trust is not identified in the promissory note. The promissory note
25 provided that Chui pay interest at 13% per annum on the principal balance, which amounted to a
26 usurious rate of interest pursuant to California Constitution, Article XV §1, which limits the rate
27 of interest to 10%. The promissory note, which Chui executed, was in English and Respondent
28 did not provide Chui with a written translation of the documents in Chinese. The promissory

1 note did contain the following statement in English, which Chui initialed: "The undersigned also
2 acknowledge (sic) that it (sic) has been advised to seek independent counsel to review this
3 document as well as the associated DEED OF TRUST WITH ASSIGNMENT OF RENTS AS
4 ADDITIONAL SECURITY, and has been given a reasonable opportunity, 20 days, to seek such
5 counsel." Chui did not sign any document in Chinese consenting in writing to the transaction
6 and he did not sign any document in Chinese acknowledging that he had been advised to seek
7 independent counsel to review the promissory note and deed of trust.

8 52. On or about September 8, 2009, Chui signed a Deed of Trust with Assignment of
9 Rents as Additional Security in favor of Respondent for a \$60,000 interest in Chui's property.
10 The deed of trust, which was signed by Chui, was written in English and Respondent did not
11 provide a copy of the deed of trust in Chinese.

12 53. On or about September 8, 2009, Chui signed a promissory note for the \$60,000 deed
13 of trust executed on or about September 8, 2009. The promissory note provided that Chui pay
14 interest at 17% per annum on the principal balance, which amounted to a usurious rate of interest
15 pursuant to California Constitution, Article XV §1, which limits the rate of interest to 10%. The
16 promissory note, which Chui executed was in English and Respondent did not provide Chui with
17 a written translation of the documents in Chinese. The promissory note did contain the following
18 statement in English, which Chui initialed: "The undersigned also acknowledge (sic) that it (sic)
19 has been advised to seek independent counsel to review this document as well as the associated
20 DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY, and has
21 been given a reasonable opportunity, 20 days, to seek such counsel." Chui did not sign any
22 document in Chinese consenting in writing to the transaction and he did not sign any document
23 in Chinese acknowledging that he had been advised to seek independent counsel to review the
24 promissory note and deed of trust.

25 54. On or about December 23, 2009, Chui signed a Deed of Trust with Assignment of
26 Rents as Additional Security in favor of Respondent for a \$25,000 interest in Chui's property.
27 The deed of trust, which was signed by Chui, was written in English and Respondent did not
28 provide a copy of the deed of trust in Chinese.

1 55. On or about December 23, 2009, Chui signed a promissory note for the \$25,000 deed
2 of trust executed on or about December 23, 2009. The promissory note provided that Chui pay
3 interest at 17% per annum on the principal balance, which amounted to a usurious rate of interest
4 pursuant to California Constitution, Article XV §1, which limits the rate of interest to 10%. The
5 promissory note, which Chui executed was in English and Respondent did not provide Chui with
6 a written translation of the documents in Chinese. The promissory note did contain the following
7 statement in English, which Chui initialed: "The undersigned also acknowledge (sic) that it (sic)
8 has been advised to seek independent counsel to review this document as well as the associated
9 DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY, and has
10 been given a reasonable opportunity, 20 days, to seek such counsel." Chui did not sign any
11 document in Chinese consenting in writing to the transaction and he did not sign any document
12 in Chinese acknowledging that he had been advised to seek independent counsel to review the
13 promissory note and deed of trust.

14 56. On or about December 23, 2009, Chui signed a second Deed of Trust with
15 Assignment of Rents as Additional Security in favor of Respondent for a \$25,000 interest in
16 Chui's property. The deed of trust, which was signed by Chui, was written in English and
17 Respondent did not provide a copy of the deed of trust in Chinese.

18 57. On or about December 23, 2009, Chui signed a second promissory note for the
19 \$25,000 second deed of trust executed on or about December 23, 2009. The promissory note
20 provided that Chui pay interest at 17% per annum on the principal balance, which amounted to a
21 usurious rate of interest pursuant to California Constitution, Article XV §1, which limits the rate
22 of interest to 10%. The promissory note, which Chui executed was in English and Respondent
23 did not provide Chui with a written translation of the documents in Chinese. The promissory
24 note did contain the following statement in English, which Chui initialed: "The undersigned also
25 acknowledge (sic) that it (sic) has been advised to seek independent counsel to review this
26 document as well as the associated DEED OF TRUST WITH ASSIGNMENT OF RENTS AS
27 ADDITIONAL SECURITY, and has been given a reasonable opportunity, 20 days, to seek such
28 counsel." Chui did not sign any document in Chinese consenting in writing to the transaction

1 and he did not sign any document in Chinese acknowledging that he had been advised to seek
2 independent counsel to review the promissory note and deed of trust.

3 58. On or about March 14, 2010, Respondent commissioned an appraisal on the real
4 property, which was appraised as having a value of \$375,000. At all relevant times while he was
5 billing Chui for legal services during the pendency of the lawsuit, Respondent knew or should
6 have known that the value of the real property was approximately \$375,000, and that if the
7 property was partitioned, Chui's equity in the real property would be no more than half, less any
8 bills and expenses to be paid.

9 59. In or about April 2010, unbeknownst to Chui, Respondent assigned his rights to
10 receive \$90,000 from the deeds of trust against Chui's property to his sister Po Shan Li.

11 60. In or about June 2010, Respondent submitted a bill to Chui showing a balance due of
12 \$156,974 and Respondent had increased his hourly billing rate to \$350 per hour.

13 61. In or about July 2010, Respondent notified Chui orally and in writing that he was
14 going to be charging him \$650 per hour because the amount secured by the five deeds of trust
15 had been exhausted.

16 62. The trial in the lawsuit took place on or about August 3, 4, 5, and 16, 2010.

17 63. On or about September 17, 2010, the court issued its Final Statement of Decision
18 ordering partition of the property by sale, and made certain findings as to the distribution of the
19 proceeds, including a finding that, "All sums due to counsel for Chui to satisfy the deed of trust
20 in favor of James Li, chargeable to the share of defendant Chui."

21 64. On or about September 17, 2010, Respondent filed a motion to withdraw from
22 representing Chui in the lawsuit, which was scheduled for a hearing on October 12, 2012.

23 65. On or about September 20, 2010, Chui learned that Respondent had assigned
24 \$140,000 of his rights in the deeds of trust to his sister, Po Shan Li, and that Respondent would
25 be representing both himself and Po Shan Li in an effort to collect money from Chui's equity
26 interest in the real property. Chui also learned that Respondent had filed a motion to withdraw
27 from representing him in the lawsuit.

28 ///

1 66. On or about September 29, 2010, and while Respondent was still the attorney of
2 record for Chui, Respondent filed the motion to vacate judgment as the attorney on behalf of
3 himself and his sister Po Shan Li. He listed himself and Po Shan Li as "Intervenors." On or
4 about September 29, 2010, and while he was still the attorney of record for Chui, Respondent
5 also filed a Notice of Pendency of Action for Vacating Judgment (Lis Pendens) on the real
6 property on behalf of himself and Po Shan Li as "Aggrieved Persons."

7 67. On or about October 6, 2010, the court issued judgment in favor of Tsui and against
8 Chui and incorporated the Final Statement of Decision as follows: the court ordered partition of
9 the property by sale, and made certain findings as to the distribution of the proceeds, including a
10 finding that, "All sums due to counsel for Chui to satisfy the deed of trust in favor of James Li,
11 chargeable to the share of defendant Chui."

12 68. On or about October 18, 2010, after Chui secured new counsel, George Young
13 ("Young") and Steven Sugars ("Sugars"), Young and Sugars sent a substitution of attorney to
14 Respondent and directed him to sign the substitution of attorney form and stop all work on behalf
15 of Chui.

16 69. In or about October 2010, Respondent submitted a bill to Chui showing a balance due
17 of \$246,055.10 and Respondent had increased his hourly billing rate to \$650 per hour.

18 70. To date, Respondent has continued to attempt to collect his fees from Chui's equity
19 interest in the real property and he has continued to assert that he and Po Shan Li have deeds of
20 trust for \$170,000 as against the real property.

21 71. By repeatedly increasing his hourly fees from \$100 to \$650 when he knew his client
22 had exhausted all of his funds in paying him \$57,000 and had no means to hire other counsel, by
23 securing five deeds of trust totaling \$170,000 against Chui's equity interest in the real property,
24 and by increasing his hourly fee from \$350 to \$650 one month before the trial date, Respondent
25 committed an act involving moral turpitude, dishonesty or corruption.

26 ///

27 ///

28 ///

1 85. When Respondent had Chui execute each of the five promissory notes secured by the
2 five deeds of trust, the transactions and its terms were not fully disclosed and transmitted in
3 writing to the client in a manner which should reasonably have been understood by the client
4 because Respondent did not provide written translations of the five deeds of trust and five
5 promissory notes to Chui in Chinese.

6 86. Respondent did not advise Chui in writing in his primary language of Chinese of his
7 right to seek the advice of an independent lawyer of his choice before he executed each of the
8 deeds of trust and promissory notes.

9 87. Chui did not consent in writing in Chinese to the terms each of the five transactions at
10 the time he executed each of the five deeds of trust and five promissory notes. Chui did not sign
11 any acknowledgment in writing in Chinese of his right to seek the advice of an independent
12 lawyer before executing each of the deeds of trust and promissory notes.

13 88. By entering into each of the five promissory notes secured by the five deeds of trust
14 with Chui without advising Chui in writing in his primary language of Chinese that he may seek
15 the advice of an independent lawyer before signing the deeds of trust and promissory notes, by
16 not obtaining Chui's written acknowledgement in Chinese of his right to seek the advice of an
17 independent lawyer before executing the deeds of trust and promissory notes, and by failing to
18 explain to Chui that his execution of the five promissory notes and five deeds of trust would
19 permit Respondent foreclose on the real property or take all of Chui's equity in the real property
20 which was the subject of the litigation in which he was defending Chui, Respondent knowingly
21 acquired an interest adverse to a client without complying with the requirements that the
22 transaction or acquisition and its terms were fair and reasonable to the client, that the transaction
23 or acquisition and its terms were fully disclosed and transmitted in writing to the client in a
24 manner which should reasonably have been understood by the client, that the client was advised
25 in writing that the client may seek the advice of an independent lawyer of the client's choice, that
26 the client was given a reasonable opportunity to seek that advice, and that the client thereafter
27 consented in writing to the terms of the transaction or acquisition.

28 ///

DECLARATION OF SERVICE

by
U.S. CERTIFIED MAIL

CASE NUMBER(s): 11-0-14430 and 11-0-17550

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California 90015, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

NOTICE OF DISCIPLINARY CHARGES

- By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))
By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))
By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))
By Fax Transmission: (CCP §§ 1013(e) and 1013(f))
By Electronic Service: (CCP § 1010.6)

- (for U.S. First-Class Mail) in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: (see below)
(for Certified Mail) in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article No.: 7196 9008 9111 0443 2256 at Los Angeles, addressed to: (see below)
(for Overnight Delivery) together with a copy of this declaration, in an envelope, or package designated by UPS, Tracking No.: addressed to: (see below)

Table with 4 columns: Person Served, Business-Residential Address, Fax Number, Courtesy Copy to. Row 1: JAMES H. LI, Law Ofc James Li PO Box 5399 Buena Park, CA 90622, Electronic Address.

via inter-office mail regularly processed and maintained by the State Bar of California addressed to:

N/A

I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS').

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: September 28, 2012

SIGNED:

Handwritten signature of Kim Wimbish and printed name KIM WIMBISH Declarant