PUBLIC MATTER—NOT DESIGNATED FOR PUBLICATION

Filed November 8, 2024

STATE BAR COURT OF CALIFORNIA

REVIEW DEPARTMENT

In the Matter of	)	SBC-23-O-30691
	)	
KEITH DAVID GRIFFIN,	)	OPINION
	)	
State Bar No. 204388.	)	
	)	

Respondent Keith David Griffin, a 20-year veteran attorney at Girardi & Keese LLC (Girardi Keese or the firm), was charged with ethical violations stemming from his handling of several client matters related to the 2018 Lion Air crash off the coast of Indonesia. The hearing judge found Griffin culpable of the first seven counts of misconduct alleged in the Notice of Disciplinary Charges (NDC) and dismissed the eighth count. She determined a six-month actual suspension with a one-year probation was appropriate discipline. The Office of Chief Trial Counsel (OCTC) seeks review, asserting it met its burden of proof regarding the eighth count and requesting additional findings in the seven counts where the judge found culpability, including findings of intentionality, and challenging the weight afforded to several factors in aggravation and mitigation. OCTC argues that disbarment is the appropriate discipline.

After an independent review of the record (Cal. Rules of Court, rule 9.12), we find, in addition to the charges in which the hearing judge found culpability, that OCTC met its burden

of proof with respect to the dismissed charge of making a false statement under oath.[1] With minor exceptions, we agree with the judge's assessment of the factors in aggravation and mitigation. We conclude that Griffin should be suspended for three years, with an actual suspension of 15 months, in order to protect the public, the courts, and the profession.

I. PROCEDURAL BACKGROUND

This disciplinary matter began with OCTC's filing of the NDC on June 14, 2023. OCTC charged Griffin with eight counts of misconduct, including: failing to notify clients of receipt of funds in violation of the Rules of Professional Conduct, rule 1.15(d)(1) (count one),[2] failing to act with competence in violation of rule 1.1(a) (count two), failing to act with reasonable diligence in violation of rule 1.3(a) (count three), assisting another to violate the State Bar Act in violation of rule 8.4(a) (count seven), three counts of moral turpitude in violation of Business and Professions Code[3] section 6106 related to concealment of material information from clients and cocounsel (counts four, five, and six), and moral turpitude in violation of section 6106 for giving false testimony under oath in a court proceeding (count eight).

Following Griffin's July 25, 2023 response to the NDC, the parties filed a "Stipulation as to Facts and Admission of Documents" (stipulation), and a four-day trial was held in

[1] All culpability findings must be established by clear and convincing evidence. Clear and convincing evidence is evidence that shows a high probability that a fact is true. (*In re White* (2020) 9 Cal.5th 455, 467, citing *Broadman v. Commission on Judicial Performance* (1998) 18 Cal.4th 1079, 1090; *Conservatorship of Wendland* (2001) 26 Cal.4th 519, 552 [clear and convincing evidence leaves no substantial doubt and is sufficiently strong to command unhesitating assent of every reasonable mind].)

[2] All further references to rules are to the current California Rules of Professional Conduct, effective November 1, 2018, unless otherwise noted. References to former rules are to the California Rules of Professional Conduct that were in effect through October 31, 2018.

[3] All references to sections are to the Business and Professions Code unless otherwise noted.

October 2023. The hearing judge issued her decision on January 19, 2024. OCTC timely sought review, and following oral argument on August 14, the matter was taken under submission.

II. FACTUAL BACKGROUND[4]

Girardi Keese hired Griffin as an attorney upon his 1999 admission to the California bar.[5] During his two decades at the firm, Griffin evolved into an experienced trial attorney, focusing on tort litigation, and he was a member of several professional organizations. Despite his longevity at Girardi Keese, Griffin did not have any ownership, partnership, or equity interest in the firm, nor did he have access to or signatory authority over its bank accounts. Griffin drew an annual salary of $450,000 at the time of his resignation on December 4, 2020.

In general, when Girardi Keese received settlement funds on behalf of a client, Griffin's practice was to prepare an internal memorandum directed to Girardi and accounting personnel that detailed the settlement amount, the firm's fees and costs, and the disbursement to the client. Griffin testified that secretarial staff would notify clients that settlement funds were received by the firm and would send the settlement check to the client. Griffin was involved in hundreds of settlements over the course of his career, and he understood that the clients always received their money.

[4] The facts are based on the parties' stipulation, trial testimony, documentary evidence, and the hearing judge's factual and credibility findings, which are entitled to great weight. (Rules Proc. of State Bar, rule 5.155(A); *In the Matter of Bach* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 631, 638 [deference given to credibility findings absent a specific showing that such findings were erroneous].) Unless specified to the contrary, we find the judge's factual and credibility findings are supported by the record.

[5] Girardi Keese was owned by now disbarred attorney, Thomas Girardi. Griffin estimated the firm employed approximately 30 to 35 attorneys.

A. Girardi Keese's Representation of Multiple Clients Following the 2018 Lion Air Crash

Following the October 2018 crash of Lion Air Flight JT 610 off the Indonesian coast that killed everyone on board, numerous families of the deceased filed wrongful death lawsuits against The Boeing Company (Boeing), alleging that aircraft defects caused the fatal crash. The cases were filed in both federal and state courts in Illinois, and most cases were ultimately consolidated into a single matter in the United States District Court for the Northern District of Illinois. The consolidated or lead case, *In re: Lion Air Flight JT 610 Crash* (N.D. Ill.) 18-cv-07686 (*Lion Air* case), was assigned to United States District Court Judge Thomas M. Durkin.

Relevant to this disciplinary matter, Girardi Keese represented the following four family clients in the *Lion Air* case: Septiana Damayanti (Septi)[6] and two minors (Septi family), Bias Ramadhan (Bias) and other family members including one minor (Bias family), Anice Kasim (Anice) and three minors (Anice family), and Dian Daniaty Binti Udin Zaenudin (Dian) and one minor (Dian family). Girardi Keese also represented one individual, Multi Rizki (Multi), in a separately filed action (*Multi* case), which was also assigned to Judge Durkin. These clients were referred to Girardi Keese by Mohamed Eltaher, an attorney, and George Hatcher of Wrongful Death Consultants, Inc.

Thomas Girardi, David Lira, and Griffin were the primary attorneys at the firm handling the *Lion Air* and *Multi* cases. Several Girardi Keese staff supported the litigation, including a bookkeeper, Chris Kamon, and Kamon's assistant, Norina Rouillard. Hatcher served as a liaison between Girardi Keese and the clients, all of whom lived in Indonesia, throughout much of Girardi Keese's representation.

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[6] Throughout the record, reference is made to the clients' first names, and we do the same for consistency.

Because the *Lion Air* and *Multi* cases were filed in Illinois, Girardi Keese secured the Chicago-based firm, Edelson PC (Edelson firm), as local counsel, and entered into a fee-sharing agreement. Griffin's point of contact at the Edelson firm was Ari Scharg, a partner, who handled the day-to-day duties of local counsel. Later, Rafey Balabanian, a managing partner at the Edelson firm, and Jay Edelson, the founder, became involved with the cases. Scharg did not directly communicate with the shared clients prior to December 2, 2020, and instead, relied on Griffin and Lira for client information.

A mediation with Boeing resulted in settlements with the Septi, Bias, Anice, and Dian families. Before the settlement agreements were finalized, each family's designated representative signed a closing statement to ensure each agreed to their allocated amount. The closing statements, prepared by Hatcher, detailed the gross settlement amounts, the amount owed in attorney's fees and costs, and the distribution to individual family members of the net settlement amounts. By March 1, 2020, each of the four families had signed their respective agreements and releases. The agreements provided for settlement funds to be paid to a Girardi Keese client trust account (CTA) established for the benefit of the client families. Boeing was required to fund the settlements within 30 days after the releases were executed and all necessary court orders issued.

Once the settlement agreements were signed, Scharg filed a joint motion to dismiss the case for each family, which also included court approval of the settlements pertaining to the minor family members. The motions included Scharg's declaration that the net settlement proceeds "shall be sent as soon as practicable via wire transfer" to a designated Indonesian bank. Between February 24 and March 9, 2020, Judge Durkin had approved the settlements and dismissed each family's case. Pursuant to his orders, Judge Durkin instructed that the settlement funds be distributed in accordance with Scharg's declaration. Boeing transferred the settlement

funds to the Girardi Keese CTA between March 4 and March 30. Griffin testified that he understood the "as soon as practicable" language contained in Scharg's declaration and incorporated by the court order meant that Girardi Keese had to "immediately" wire to the families, via the designated Indonesian bank, the settlement funds Girardi Keese received from Boeing.

In February 2020, Griffin and Scharg represented Multi in a separate mediation with Boeing that resulted in Multi's case being settled. Lira also worked on Multi's case after the mediation occurred to negotiate some of the terms, but Griffin continued communicating with Multi in May 2020 to correct inaccuracies in Multi's settlement agreement and to obtain Multi's signature on it, which occurred on May 19. Pursuant to this agreement, Boeing had 30 days to transfer the settlement funds to Girardi Keese, and then the firm was required to send them to Multi.

B. Girardi Keese Receives Settlement Funds for the *Lion Air* and *Multi* Cases

Girardi Keese received the settlement funds for the Anice family on March 4, the Dian family on March 11, the Bias family on March 27, and the Septi family on March 30, 2020. Griffin knew Girardi Keese received the client funds at the time the funds were received for each client. Griffin prepared an internal settlement memorandum (settlement memo) to Girardi, copying Lira and Kamon, for each family. The settlement memos were issued on March 4 to the Anice family, March 11 to the Dian family, and March 31 to the Bias and Septi families. Each settlement memo detailed: (1) the family's gross settlement amount, (2) the dollar amount to be paid directly by Boeing to California Attorney Lending,[7] (3) the remaining amount owed for attorney fees and costs with a reference to the Edelson firm's percentage, and (4) the amount of

[7] California Attorney Lending had a lien on the fees due to a debt owed by Girardi Keese.

funds to be wired to the families. Attached to each settlement memo was the respective family's signed closing statement.

Approximately two months later, on May 11, 2020, Girardi Keese made a partial disbursement of the settlement funds to the families, which was contrary to the *Lion Air* court orders that required payment in full. Girardi Keese made two additional payments several months later, on July 6 and September 3, but each family was still owed $500,000 for a combined total of $2 million.

On June 9, 2020, Girardi Keese received Multi's settlement funds from Boeing. Although Griffin did not recall whether he drafted a settlement memo for Multi's case, Griffin acknowledged that he knew in June that Boeing had issued Multi's settlement funds. On June 18, Griffin asked Kamon if the settlement funds for Multi's and other clients' cases had been received by the firm, and he received confirmation of receipt around that same date. Girardi Keese never sent Multi his funds.

C. Griffin's Communications with Clients and the Edelson Firm's Attorneys

1. Griffin's Communications with Anice, Bias, Dian, and Septi

In the days and months following the firm's receipt from Boeing of the settlement funds, Griffin was either copied on, or the direct recipient of, emails from Anice, Bias, Dian, and Septi. One of the first emails Griffin received was from Anice on or about March 31, 2020,[8] wherein she stated, "I hope that the execution of the agreement that I have signed can be carried out immediately because it has passed the agreed time." Anice's email referred to a communication a week prior in which Griffin promised to "give [her] the information [she] wanted," and she asked Griffin to "convey any information" that he had to her. Griffin did not disclose to Anice

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[8] At times the date and time on an email from an Indonesian client reflects the date and time in Indonesia, and other times it reflects the date and time in California.

that the firm had received her funds from Boeing on March 4, even though he was aware of the receipt of funds. Instead, on April 1, Griffin responded that the office was closed due to the coronavirus and that he sent her email request to accounting personnel and Girardi. He did not inform her that he and other Girardi Keese attorneys continued to work in the office. Griffin assured Anice he would keep her apprised of any disbursements.

Anice quickly responded that she was worried about the news that Boeing was experiencing financial difficulties, but she would be "more calm" if she knew the settlement funds were already in the firm's CTA. On April 3, 2020, Griffin confirmed that the firm had received the funds and reiterated that he would keep her updated on the disbursement. Griffin did not tell Anice *when* Girardi Keese received her money, testifying that he did not believe Anice ever asked for that specific piece of information. Anice emailed Griffin again on or about April 13, as part of an email exchange that included Lira, Dian, and Septi, and specifically asked if there was any reason the transfer of funds could not be completed. Griffin did not reply. Instead, on April 14, he forwarded the email to Girardi, Kamon, Lira, and a secretary, Shirleen Fujimoto, noting that Anice, Dian, and Bias were insisting their funds be wired immediately. Anice then demanded payment by May 11.

Meanwhile, on April 2, 2020, Septi emailed Griffin specific questions about her settlement, noting that clients of other attorneys had already received their settlement money. Griffin responded that Girardi Keese received the settlement funds, and they were being held in its CTA.

Additionally, Griffin was receiving emails from Dian. Dian emailed Griffin and Lira on April 2, 2020, asking for a $40,000 loan to keep her business afloat. The same day, Hatcher separately emailed Griffin, Lira, Dian, and Kamon, urging "if Dian is funded, get an okay and send her the money. If you don't have the money, advance her the 40 . . . ." On April 3, Kamon

confirmed that Girardi permitted the firm to "advance" Dian $40,000. Griffin was in receipt of this email, but he did not tell Dian that a loan or advance was unnecessary given that the firm already held her funds. In an April 14 email, Dian commented to Griffin that there should be no delay in sending her the settlement funds when there was no issue wiring her $40,000. This is the same day Griffin forwarded Anice's email, to others at the firm, stating all families were asking for their funds. Despite Griffin's awareness of the purported loan, he never told Dian that she was entitled to receive the full amount of her settlement funds, and he testified he was unaware if anyone else at the firm had done so.

While juggling these inquires, Griffin wrote a memo to Girardi on May 4, 2020, stating the client funds needed to be wired, and he spoke several times with Girardi urging him to pay the clients and reminding him that the firm had the funds. In these exchanges, Griffin recalled that Girardi chastised Griffin, saying that the issue was above Griffin's "pay grade." Griffin interpreted this to mean that Girardi was unhappy with Griffin's reminders and was asserting control over decisions about the funds. Griffin further opined that Girardi was spiteful and tended to blackball any lawyer who left the firm by publicly criticizing their work ethic or ability to perform in order to prevent the departing attorney from succeeding elsewhere. On May 6, Girardi authorized the release of half of the families' money to which Griffin responded that the court order required full payment. The same day, Griffin communicated Girardi's directive to Lira and Kamon via email, specifying the balance owed to each client.

On May 13, 2020, Girardi's secretary, Kim Cory, forwarded three letters to Griffin that were drafted by Girardi. The first draft letter was addressed to Bias, which Griffin forwarded to Lira. In the letter, Girardi claimed there was a disbursement problem that had been resolved, noted tax issues, and relayed that 50 percent of the settlement funds would be released. Griffin knew this letter was contrary to the court order and thus contained lies, and he told Cory to hold

off on issuing the letter. Girardi's second draft letter was addressed to Dian, and Cory provided it to both Lira and Griffin. In this letter, Girardi claimed Boeing agreed to a "special authorization" for a 50 percent distribution and again mentioned "tax issues." Later that day, Cory forwarded a third letter drafted by Girardi, this time addressed to Septi. In the letter, Girardi claimed there was a change in the tax laws affecting taxes in wrongful death cases, and he was "dealing with the head of the [Internal Revenue Service]" to ensure his clients would not be harmed. The same day, Lira emailed Cory and Griffin, stating, "These are smart people. There are no tax issues."

The next day, Cory emailed Griffin and Lira revised draft letters from Girardi, redated to May 14, 2020. The revised draft letters pertaining to Bias and Dian omitted the reference to tax issues but retained language about being able to release only 50 percent of the funds.[9] For each letter Cory asked, "Is this OK?" Griffin did not respond to Cory, and he testified that he assumed Lira handled the entire matter. In a May 14 email in which Griffin was copied, Lira told Cory that none of the letters should be sent as they contained lies.

Nevertheless, Girardi sent the letters to Bias and Dian, who questioned Hatcher about them. Hatcher, in turn, reached out by email to Girardi, Lira, and Griffin on May 19, 2020, expressing confusion over the letters and wanting to know how he should respond to the clients. Griffin did not inform the clients that Girardi's letters referencing an authorization of 50 percent of the settlement funds was a lie and that the court had ordered the firm to send the full payment amount to the designated financial institution. Additionally, he did not confront Girardi or discuss Hatcher's email with Lira. At the disciplinary trial, Griffin denied knowing at the time which client letters Hatcher was referencing.

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[9] The letter to Septi also omitted the reference to the Internal Revenue Service.

On July 6, 2020, the families received a second partial payment. As the summer progressed, Griffin began to receive emails from Bias. In an August 31, 2020 email to Girardi and Griffin, in which Dian, Anice, and Septi were copied, Bias accused Girardi Keese of breaching its obligation to timely pay them and demanded that the firm explain "the whole situation," including why the firm was holding their money and when they would receive their remaining settlement funds. Griffin responded on September 3, and conveyed his personal belief that Girardi would respond to Bias once he was able. He relayed that another wire transfer of funds was imminent but that he was not aware of the exact amounts. When Girardi released another partial payment to the families on September 3, Griffin knew that these funds were not from the money Boeing had sent Girardi Keese, but rather, came from attorney fees generated in an unrelated employment law case on which Griffin had worked.[10] At the disciplinary trial, Griffin denied knowing at this time that Girardi had misappropriated the four families' settlement funds despite his awareness that the source of the partial payment came from an unrelated case.

Griffin's next communication with Bias was months later in November 2020 as part of a group email chain. Bias emailed Griffin on November 16, demanding payment in two weeks, and he included prior emails to Girardi with citations to former rule 4-100 and voiced his intent to report misconduct to the State Bar. On November 18, Griffin responded that because Girardi was the sole owner of the firm, Bias would have to speak with Girardi. Griffin offered to set up a phone call with Bias and Girardi the following week. Bias never heard from Griffin again. Griffin's November emails with Bias and the others overlap with Griffin's communications with Multi, detailed below.

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[10] Money derived from this employment law case was also used to disburse funds to another client unrelated to the *Lion Air* case.

2. Griffin's Communications with Multi in June through November 2020

Griffin knew by June 18, 2020, that Girardi Keese had received Multi's settlement funds from Boeing on June 9. On June 11, Multi emailed Hatcher, copying Griffin and Lira, and asked about the status of his funds. Hatcher responded the following day saying, in part, that Griffin and Lira could provide an update, but neither Griffin nor Lira responded. On June 13, Lira resigned from Girardi Keese, but Multi was not aware of this. On June 22, Multi emailed the same group of people, reminding them that it had been more than 30 days and he had not received his funds. He asked to be updated on the "latest situation" and the date he could receive his money. Hatcher responded that there were delays due to the Girardi Keese office closure and Multi should write directly to Girardi because he had the authority to release the funds. Multi did so on June 23, by replying to Hatcher's email and including Griffin and Hatcher on his request to Girardi, but there was no response. Griffin did not correct the misimpression that the payment delays were due to the office being closed.

On September 2, 2020, Multi emailed Griffin directly, saying he heard the office had reopened and wanted to know when he would receive his funds. Griffin responded on September 9, informing him that he was sending Multi's request to the accounting department and Girardi, and he would promptly keep Multi updated. On September 23, October 1, and October 2, Multi sent emails to Griffin repeatedly asking for an update. Multi's October 2 email posed a direct question to Griffin: "And also I need confirmation, has [Girardi Keese] received all the money for my settlement from Boeing?" Griffin responded on October 2 as follows: "I am the only one in the office right now. As soon as I hear from Mr. Girardi and the bookkeeper[,] I will advise."

Multi sent Griffin more emails on October 8, 13, 20, and 26, 2020, seeking an update. On October 13, Griffin responded that he would advise Multi once he had information about the

disbursement. That same day, Griffin forwarded to Girardi Multi's emails from September 2 through October 13.[11] Griffin subsequently forwarded Multi's October 20 email to Girardi. Griffin's next response to Multi was on October 29, reiterating that he did not have an answer and was resending the request to the accounting department and Girardi. The next day, October 30, Multi emailed Griffin and relayed that he knew other clients had been paid and asked Griffin if there was any obstacle or missing documentation. Griffin did not respond.

On November 6, 2020, Multi emailed Griffin and quoted former rule 4-100(B)(1) and its requirement that an attorney "[p]romptly notify a client of the receipt of the client's funds, securities, or other properties." Griffin sprang into action. He forwarded this email to Girardi that same day, noting the email involved an urgent matter. The following day, a Saturday, Griffin emailed Multi stating he was requesting confirmation that the settlement funds had been received by the firm, omitting that the firm had received his funds months before. Griffin's next email that day was to accounting personnel seeking confirmation that Multi's funds had been received. After receiving such confirmation, Griffin sent Girardi back-to-back internal memos on November 9 and 10, warning him about a potential State Bar complaint and urging him to disburse Multi's funds. Finally, on November 11, Griffin told Multi that Girardi Keese had received the settlement money and that he had asked Girardi to send Multi his funds. Unaware of how long Girardi Keese had held his funds, Multi agreed to wait until the end of November before filing a complaint with the State Bar. Girardi Keese never paid Multi his money. Eventually, Multi hired another law firm to obtain his funds.

[11] As discussed, *post*, Griffin subsequently sent to his private email account his forwarded email to Girardi that documented the September 2 through October 13 email exchange with Multi.

3. Griffin's Communications with the Edelson Firm

Between February 24 and March 10, 2020, Griffin received from Scharg copies of the *Lion Air* court orders and other relevant documents that finalized the litigation. In addition to the four client families and Multi, the Edelson firm shared representation with Girardi Keese in six other *Lion Air* cases, for a total of 11 cases. Based on a conversation Scharg had with Griffin, Scharg believed that releases from *all 11* clients had to be signed and submitted to Boeing before Boeing would release *any* money to Girardi Keese. Griffin never advised Scharg or any other attorney at the Edelson firm that Girardi Keese had received Boeing's settlement funds for the four client families, even though the Edelson firm was entitled to a portion of the attorney fees derived from those funds.

Between March and June of 2020, Griffin exchanged emails and text messages with Scharg, in which Scharg asked questions about the status of the releases, whether there were any issues of which he should be aware, or if there was anything he could do to help move the process along more quickly. Griffin did not inform Scharg that Boeing had been sending Girardi Keese the client families' settlement funds throughout March. Additionally, Griffin did not inform the Edelson firm of Girardi Keese's $40,000 "advance" to Anice in April. On April 30 and May 4 and 5, Scharg again asked for updates to which Griffin repeatedly stalled, claiming Lira needed more time to finalize the releases. On May 11, Griffin told Scharg that the attorneys for Boeing had the releases and were working on translations.

On May 12, 2020, Edelson sent Lira and Griffin, copying Scharg, Balabanian, and others, an email expressing anxiety about the prolonged delay in sending clients their funds and confusion as to why simple translations were causing further postponement of the disbursement when this had not been an issue with Boeing in other cases. Lira responded to the group on May 12, stating that Boeing would release the money once it received the releases, thus

reinforcing the Edelson attorneys' misunderstanding that Boeing would not send Girardi Keese the funds until it had received all client releases. Lira also confirmed the Edelson attorneys' misimpression that Girardi Keese had not received any Boeing funds by stating, "Boeing's lawyers have the settlement funds in their trust account . . . ." On May 15, Balabanian emailed the group and asked if it would be permissible for the Edelson attorneys to contact Boeing's lawyers to see if they would consider a partial release of the money. Lira responded, "[W]e are good. Executed releases are coming in." Balabanian interpreted Lira's response as telling him to not contact the Boeing attorneys. Girardi's partial payments to the families on May 11 occurred just before the above email exchanges, but Griffin did not reveal this to the Edelson attorneys. Nor did he tell the Edelson firm about the growing chorus of demands he was fielding from the client families.

Scharg texted Griffin on June 16, 2020, asking if the settlement money had arrived. Griffin replied he did not know and would find out, even though he knew Girardi Keese had already received all the funds for the families. Griffin never followed up to clarify when Girardi Keese received the settlement funds or if it had issued to the clients their settlement funds. On this same date, Lira told Scharg and Balabanian that he had left Girardi Keese's employment, and that Boeing had paid the settlement funds to the firm. Lira advised them to contact the Girardi Keese attorneys to ascertain whether disbursements to the clients had been made. Balabanian and Griffin spoke by phone on June 30. During this call, Balabanian told Griffin about the information he had learned from Lira and asked whether the clients had been paid. Griffin revealed that the clients had not been fully paid, but he did not disclose that Boeing had issued the families' funds to Girardi Keese months earlier or that Girardi sent letters in May to Bias and Dian with false reasons for the delay in sending full payment.

On July 10, 2020, Balabanian sent a lengthy letter to Girardi and Lira, copying Griffin. The letter summarized the lack of communication on the part of Girardi Keese since March and Balabanian's concerns about the clients' funds. Balabanian, in acknowledging Lira's attempts to get the Edelson firm paid, refused to accept any attorney fees until assured all the clients had been paid. Griffin did not discuss Balabanian's letter with Girardi or Lira, but he had begun forwarding to Girardi Balabanian's numerous requests to speak with Girardi. On July 27, after Balabanian finally spoke with Girardi, Griffin promised to monitor Girardi's assurance to pay the clients the following Monday, August 2.

On August 3, 2020, when Girardi did not keep his promise to pay the clients, Griffin texted Balabanian, urging Balabanian to give Girardi more time. Balabanian responded with an expletive and reminded Griffin of the lengthy delay. Griffin gave Balabanian excuses for the delay, such as Girardi's ill health and internal firm issues. During the next few weeks, Griffin texted Balabanian updates about the September 3, 2020 partial payments to the families. Griffin did not tell Balabanian the money used to pay the clients was generated from an unrelated case. Eventually, on November 17, Griffin texted Balabanian and informed him that the clients still had not been fully paid. A telephone conversation followed later in November with Edelson, who told Griffin that he was prepared to sue the Girardi firm for fraud.

On or about November 30, 2020, Griffin spoke with Eltaher, the attorney who referred the clients to Girardi Keese. Griffin suggested to Eltaher, but not directly to the clients, that the clients should sue Girardi, and that he believed there was nothing else he could do. In a conversation the same day with the Edelson firm attorneys, Griffin repeated what he told Eltaher, that the clients should sue the firm. The conversation exploded into a heated exchange over the telephone. The Edelson firm filed a motion for rule to show case on December 2, which alerted Judge Durkin that there was a failure to make full payment of settlement funds to the client

families. Also on December 2, the Edelson firm filed a lawsuit against Griffin personally to recover its attorney fees for its representation in the *Lion Air* litigation. Griffin resigned from Girardi Keese on Friday, December 4.

D. The December 2021 Contempt Hearing

On December 14, 2020, Judge Durkin found Girardi and the firm in civil contempt, froze the assets of Girardi and the firm, and issued a judgment against them in the amount of the outstanding payments. Girardi had conceded the firm had not paid the families the full settlement amounts and did not have the funds to do so.

Thereafter, Judge Durkin sua sponte set a hearing to determine whether Lira and Griffin played a role in Girardi's misconduct and should also be held in contempt. By this time, Girardi Keese was in bankruptcy proceedings. There were limited internal Girardi Keese emails available to Judge Durkin for the multi-day hearing held December 2021. The emails used at the hearing were obtained via requests to the bankruptcy trustee or obtained from the client families.[12] However, a year prior to this contempt hearing, on December 8, 2020, Griffin had sent from his Girardi Keese email account to his private email account Multi's emails from September 2 to October 13, 2020, also showing that they had been forwarded to Girardi.[13] The emails between Griffin and Multi were not part of the December 2021 hearing record, and it appears neither the court nor opposing counsel were aware Griffin possessed them. Griffin

[12] Alexander Tievsky, an Edelson firm attorney who conducted the examination of Griffin, informed Judge Durkin that, in sourcing documents from the bankruptcy trustee, he did not specifically ask for documents concerning Multi.

[13] Both Griffin and OCTC submitted exhibits reflecting that Griffin had forwarded these email communications on December 8, 2020, to his personal email address. Although OCTC did not ask Griffin if the personal email address was his, we find that Griffin would not have forwarded attorney-client communications to a private email address that contained part of his name in the address, unless the email account belonged to him.

testified in the December 2021 hearing that he had also taken with him numerous memos related to the *Lion Air* cases when he left the firm, but he could not recall if he retained any memos related to Multi.

Questioned by Judge Durkin about the *Multi* case, Griffin testified he exchanged four or five emails with Multi, and Multi had asked him about the status of his funds. Judge Durkin asked whether Griffin's responses to Multi stated that the money had been funded by Boeing, to which Griffin responded affirmatively. Moments later this exchanged occurred:

> COURT: Were any of your answers lulling in the sense you told him "Don't worry, it's on the way"?
>
> GRIFFIN: No. No. I was direct with him. He asked if the money had come in. I told him it did. He asked when it would be wired, and I told him as soon as Girardi approved it, and I did not lull him.

Following the hearing, the Edelson firm's professional liability insurance carrier paid Multi and the four families in full, and on November 2, 2022, Judge Durkin denied the contempt motion as moot, as there was no longer an action he needed to compel.

III. CULPABILITY[14]

A. Count One: Failure to Promptly Notify Anice, Dian, and Multi that Girardi Keese Received Their Settlement Funds

In count one, OCTC charged Griffin with violating rule 1.15(d)(1) for his failure to promptly notify Anice, Dian, and Multi that Girardi Keese received their respective settlement

[14] OCTC does not challenge the hearing judge's culpability determinations for count two (failure to perform with competence in violation of rule 1.1(a)), count three (failure to act with reasonable diligence in violation of rule 1.3), and count seven (assisting another to violate the State Bar Act in violation of rule 8.4). Based upon our independent review of the record, we conclude the culpability findings for these counts are established by clear and convincing evidence. We further agree with the judge that counts two and three are duplicative of each other and only give disciplinary weight to one of these counts. We further agree that there is no additional disciplinary weight for the conduct charged in count seven as the conduct is duplicative of counts two and three as well as the misrepresentations charged in counts four, five, and six.

funds. Rule 1.15(d)(1) requires an attorney to "promptly notify a client or other person of the receipt of funds, securities, or other property in which the lawyer knows or reasonably should know the client or other person has an interest."[15] The hearing judge found Griffin culpable of failing to promptly notify Multi that Girardi Keese held his funds, as Griffin knew since June 2020, that the firm had Multi's funds. She also determined that Griffin was excused from notifying the Anice and Dian families because he relied on the firm's system of having staff notify clients of the firm's receipt of funds and no problems had been identified with this process. The judge assessed no additional weight because the conduct was duplicative of the more serious conduct charged in counts four and five, discussed *post*.

On review, OCTC argues Griffin should be found culpable for his failure to give prompt notification to Anice and Dian. Based upon our independent review of the record, we find OCTC met its burden of proof with respect to all three clients.[16]

Girardi Keese received the Anice family funds on March 4, 2020. Although Anice told Griffin on March 31 that she had "not received *any* information from [him]" about the status of her settlement funds, Griffin did not inform Anice that Girardi Keese had received her money almost a month earlier. (Italics added.) It was only when Anice both pressed and apologized to

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[15] Generally, discipline may be imposed when a breach of the Rules of Professional Conduct is willful. (§ 6077.) "Willful" in the attorney discipline context means the "general purpose or willingness to commit an act or to make an omission; it does not require any intent to violate the law . . . and does not necessarily involve bad faith." (*In the Matter of Taggart* (Review Dept. 2001) 4 Cal. State Bar Ct. Rptr. 302, 309.)

[16] Griffin did not file a request for review, but he appears to argue in his responsive brief there should be no culpability finding in count one. Although disputed factual issues on review must be raised by an appellant in the opening brief (Rules Proc. of State Bar, rule 5.152(C)), we nevertheless review the entire culpability finding here as part of our independent review of the record.

Griffin for repeatedly raising the issue, saying it would "calm" her to know that Girardi Keese possessed the settlement funds, that Griffin acknowledged on April 3 the receipt of the funds.

Rule 1.15(d)(1) is written affirmatively, squarely placing the onus of prompt notification on the attorney. We find that a notification delay of four weeks from the receipt of funds was not prompt, particularly given the large sums of money at issue and that Anice had to implore Griffin to provide her with the information. (See *McKnight v. State Bar* (1991) 53 Cal.3d 1025, 1029, 1032 [violation where attorney failed to notify client within three weeks of receipt of settlement funds or to specify amount received].)[17] We are mindful of Griffin's testimony that support staff typically notified clients that their funds had been received, and we recognize that an attorney "cannot be held responsible for every detail of office operations." (*Palomo v. State Bar* (1984) 36 Cal.3d 785, 795.) But Anice's first inquiry, in addition to her March 31 follow-up email saying she had not received "any information," would have alerted Griffin that Anice had *not* been notified by any of the firm's support staff that the settlement funds had been received, and therefore, the language of the rule required that he needed to inform Anice. Thus, we find this omission, which was repeated with other clients as described below, was a willful violation of the rule.

Turning to Dian, Griffin knew at or near the time that Girardi Keese possessed Dian's money as of March 11, 2020. Dian was not aware Girardi Keese held the funds, which was readily apparent when she requested a $40,000 loan from the firm on April 2 (the day before Griffin informed Anice that the firm had her funds). Griffin, having been copied on an email sent later that day approving the advance, knew that Dian was unaware of the firm's receipt of

[17] Instead of using the word "promptly," the amended rule, which went into effect after Griffin's misconduct, now specifies that the attorney must provide notification within 14 days after funds are received.

her money, yet he declined to inform Dian of this fact.[18] Next, Griffin was included on Hatcher's April 15 email to Girardi stating that clients, including Dian, wanted to know when they would receive their money. Griffin sent Girardi an internal memo on May 4, acknowledging the client calls over the weekend and that "Client funds need to be wired." The next week, Griffin received Cory's email with the attached draft letter addressed to Dian that contained lies about a "special arrangement" with Boeing to release half of the settlement funds.[19] Here, Griffin's past experience that staff informed clients of the receipt of funds was irrelevant in the face of the firm's cover-up, of which Griffin was aware. Griffin's failure to inform Dian for two months that Girardi Keese had received Dian's funds was a willful violation of rule 1.15(d)(1).

Turning to Multi, in September 2020, Multi emailed Griffin numerous times inquiring when his funds would be issued to him, and by October 2, Multi directly asked Griffin for confirmation that the firm had the entirety of his settlement funds. Griffin testified that although he knew in June 2020 that Multi's funds had arrived at the firm, he was not sure if by November he remembered that fact. Whatever memory lapses Griffin may have experienced, he certainly

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[18] While not denying that he was aware of the April emails regarding the loan or advance, of which he was a recipient, Griffin claimed that he was not involved. Only when confronted with a May 6, 2020 email he authored, in which he referred to the $40,000, did he concede awareness.

[19] At trial, Griffin had no specific recollection of reading the emails Cory sent in May with draft letters to Dian and Septi. Given Griffin's testimony that it was his practice to review emails and attachments sent by Cory and that there was "no reason to believe" he would not have reviewed them, we find he reviewed the emails and attachments at or near the time Cory sent them. Additionally, Griffin denied knowing at the time which client letters Hatcher had referenced in his May 19 email. We agree with the hearing judge's finding that a reasonable attorney would have investigated and that the failure to ask pertinent questions is tantamount to actual knowledge. (See, e.g., *In the Matter of Carver* (Review Dept. 2014) 5 Cal. State Ct. Rptr. 427 [willfully ignoring evidence of ineligibility in committing unauthorized practice of law].)

understood by October 2 that the firm's receipt of Multi's funds was now an outstanding issue that needed to be resolved. Yet, Griffin's responses to Multi in October avoided his direct question. In fact, Griffin did not answer Multi's question until November 11, and only following Multi's accusation that the firm was stealing his money and his threat to report the matter to the State Bar. The record is clear that Griffin did not promptly notify Multi of the receipt of his settlement funds and willfully violated rule 1.15(d)(1).

We find culpability for count one but only give disciplinary weight as it pertains to Anice. We find Griffin's actions in count one are duplicative of his actions underlying counts four (Dian) and five (Multi). Therefore, no additional disciplinary weight is assigned to count one pertaining to Griffin's action concerning Dian and Multi. (*In the Matter of Sampson* (Review Dept. 1994) 3 Cal. State Bar Ct. Rptr. 119, 127 [no additional disciplinary weight for former rule 4-100(A) violation when duplicative of moral turpitude violation].)

B. Counts Four through Six: Griffin's Concealment of Material Information From the Clients and the Edelson Firm Attorneys

Section 6106 provides, in part, that the commission of "*any* act involving moral turpitude, dishonesty or corruption" constitutes cause for suspension or disbarment. (Italics added.) "[A]n act by an attorney for the purpose of concealment or other deception is dishonest and involves moral turpitude under section 6106." (*Coppock v. State Bar* (1988) 44 Cal.3d 665, 679; see also *In the Matter of Reiss* (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 206 [attorney violated § 6106 by omitting critical information in attempt to conceal attorney's failure to perform]; *In the Matter of Crane and DePew* (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 139 [§ 6106 violations for concealing attorney's true role in licensing deal].)

A moral turpitude violation can be either intentional or grossly negligent. (See, e.g., *Fitzsimmons v. State Bar* (1983) 34 Cal.3d 327, 331 [grossly negligent violations of oath of

attorney to faithfully discharge duties is moral turpitude]); *In the Matter of Davis* (Review Dept. 2003) 4 Cal. State Bar Ct. Rptr. 576, 588-589 [numerous acts of deceit are evidence of intentional misappropriation; concealment of relevant facts is persuasive evidence of lack of honest belief and supports moral turpitude finding].) To discern between intentional or grossly negligent moral turpitude, we can examine intent, which can be established by direct or circumstantial evidence. (*Zitny v. State Bar* (1966) 64 Cal.2d 787, 792.)

1. Count Four: Concealment from Anice, Bias, and Dian

Count four contains five separate allegations detailed in subparagraphs (a) through (e) focused on Griffin's concealing material information from Anice, Dian, and Bias, in violation of section 6106.[20] The hearing judge found Griffin culpable of four of the five allegations. The judge further found the evidence supported two instances of intentional moral turpitude and three instances of moral turpitude by gross negligence. On review, OCTC challenges only the declination to assess culpability on one allegation (subparagraph (a)) and the finding of gross negligence for two other allegations (subparagraphs (b) and (c)).[21]

OCTC alleged in subparagraph (a) that Griffin's responses between mid-March to April 3, 2020, to Anice's inquiries about the status of her settlement funds "omitted or concealed material information that Girardi Keese received her settlement funds on March 4." OCTC further alleged that Griffin did not "take any affirmative steps to inform Anice of the true status

[20] During the trial, subparagraph (d) of count four was amended to replace the client name "Septiana" with "Bias."

[21] OCTC did not challenge the hearing judge's findings related to subparagraphs (d) and (e) that Griffin intentionally concealed material information related to the disbursement of settlement funds in his September 3 and November 18, 2020 responses to Bias's emails. Based on our independent review of the record, we agree.

of her settlement funds" before April 3. The hearing judge determined that up to that point, he had no reason to know the prior firm practice regarding client notification was not working.

We agree with the hearing judge's determination. It was March 31, 2020, when Griffin learned Anice had not received "any information" that he should have known something was amiss, and then Griffin responded to Anice's inquires as she made them. While he did not affirmatively disclose the date the firm received her funds at the outset, there has not been a showing that he intended to *conceal* material information from Anice. This is factually different from his later communications with the other *Lion Air* clients. We find OCTC did not prove by clear and convincing evidence that Griffin had the requisite intent for a section 6106 violation.[22]

Subparagraph (b) focused on Griffin's failure to tell Dian that Girardi Keese had her settlement funds once he saw her April 3 request for a $40,000 loan. The hearing judge found Griffin culpable for being grossly negligent in his failure to correct Dian's misunderstanding about the status of her money. OCTC argues that there should be a finding of intentional moral turpitude, and we agree. Griffin saw Dian's request for a loan in April and was copied on the internal approval. Griffin had an opportunity to clarify matters and respond to Dian's April 14 email that questioned the delay in wiring her funds when there was no problem in sending the "loan," but he did not do so. This information was material, and Griffin knew Girardi Keese was violating the court order by not disbursing Dian's money as soon as practicable. We conclude that Griffin was aware that the firm had Dian's money, and he intentionally concealed this fact from her.

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[22] Even though Griffin did not have the requisite intent for a section 6106 violation, he acted willfully in violating rule 1.15(d)(4). (§ 6077 [attorneys subject to discipline for any "willful breach of Rules of Professional Conduct]; *In the Matter of Taggart*, *supra*, 4 Cal. State Bar Ct. Rptr. at p. 309 [willfulness is "general purpose or willingness to commit an act or to make an omission"].)

Subparagraph (c) concerned Girardi's letters to Bias and Dian in mid-May 2020. By then, Girardi knew the firm had already received the funds from Boeing and that the court orders required Girardi Keese to make full payment to the clients. The May 14 letters to Bias and Dian made false statements about the ability to completely release the settlement funds. We have already found Griffin was aware of these letters. Griffin was then copied on Hatcher's May 19 email relaying questions about confusing letters they had received. Again, we have already found that Griffin had actual knowledge of the letters Hatcher referenced. Griffin remained silent, concealing from Bias and Dian the fact that the letters concerning a special authorization for a partial payment contained a lie and that the court had ordered the clients be paid in full, which was material information. Accordingly, we find Griffin intentionally violated section 6106.

2. Count Five: Concealment of Material Information from Multi

In count five, OCTC charged Griffin with concealing material information in his emails to Multi from September 9 through October 31, 2020, specifically that the firm had Multi's funds, which violated section 6106. OCTC further charged Griffin with violating section 6106 by not informing Multi prior to November 11 of the status of Multi's funds. The hearing judge found Griffin culpable but did not specify whether Griffin's conduct was intentional or grossly negligent. On review, OCTC argues the record supports an intentional finding while Griffin asserts there is insufficient evidence for intentionality.

At the outset, it is axiomatic that Girardi Keese's receipt of Multi's settlement funds is material information. Griffin was already aware of the mishandling of the other clients' funds earlier in the year as he did not inform them that Girardi's May letters contained bogus claims of special arrangements to partially disburse the funds. Griffin sent memos to Girardi in May urging payment to the families, and he testified about his ongoing concerns with the health of the

firm's CTA. In addition, Griffin knew that Girardi was vindictive and had the ability to negatively impact his career. With that situational awareness, Griffin feigned ignorance or ignored Multi's numerous September and October emails, particularly Multi's October 2 email, which was clear that he wanted to know if the firm had received his settlement funds. It was not until Multi threatened to file a complaint with the State Bar that Griffin told Multi the firm had his funds. Even then, Griffin was not forthright. He did not tell his client the firm had received the money months earlier. We find culpability for intentional moral turpitude under count five.

3. Count Six: Concealment of Material Information from the Edelson Firm

In count six, OCTC charged Griffin with a violation of section 6106, alleging Griffin concealed information in various ways from the Edelson firm from March through November 2020. Specifically, the NDC charged three distinct subsets of concealment, and the hearing judge found culpability as to two. The first subset of count six focused on Griffin's responses to the Edelson firm's inquires between March and June 2020 about the status of the clients' settlement funds. This first subset alleged Griffin intentionally concealed Girardi Keese's receipt of the full settlement amounts for all the families by March 30, 2020, and that the families had not been paid the entirety of their settlement funds. Further, it alleged Griffin did not take any affirmative steps until June 2020, to tell the Edelson firm that Girardi Keese had

only made partial payments to the client families. The hearing judge found Griffin was not culpable of this misconduct.[23]

OCTC seeks a more robust finding of culpability to include the allegations charged in the first subset of count six, including Griffin's initial interactions in March 2020. Griffin was very circumspect with Scharg and others in the early days following the settlements, but we do not find this preliminary conduct meets a gross negligence standard to warrant a finding of culpability. However, unlike the hearing judge, we conclude that Griffin intentionally concealed information from the Edelson firm beginning in April 2020.

The hearing judge reasoned: "As discussed in the findings above, the testimony surrounding these exchanges were divergent. Though Scharg's testimony was credible, Griffin's explanation was believable in explaining why he narrowly answered the questions." The divergent testimony and Griffin's explanation appear to refer to a February 2020 exchange in which Scharg developed an understanding that Boeing would not release any funds until all releases were signed. This does not explain Griffin's concealment from the Edelson attorneys in April or May when he was aware of Anice's request for a loan. And even though Griffin was sent Edelson's May 12 email about the settlement and payment delays, Griffin failed to disclose Girardi's first partial payment to the families and Girardi's letters lying to clients about special

[23] OCTC also alleged in the remaining subsets of misconduct that Griffin concealed Girardi's May letters to clients that contained lies during his text and email messages with Edelson attorneys between May and November 2020. Additionally, Griffin intentionally concealed that the families' September 3, 2020 partial payment was funded by attorney fees earned in an unrelated matter and that Girardi Keese no longer possessed the families' settlement monies. The hearing judge found that Griffin intentionally concealed the above information beginning in August based on, inter alia, Griffin's statements that Girardi was working on resolving the outstanding client payments and his failure to disclose that the September partial payments to clients were funded with attorney fees generated from an unrelated case. OCTC does not challenge these factual findings, and we agree that the record supports them.

approval for a partial distribution. Griffin was juggling numerous emails from the clients in May and June, but he remained silent with the Edelson attorneys who had their own ethical obligations to the shared clients and who had a stake in the attorney fees. Griffin, aware of the malfeasance occurring at Girardi Keese regarding their mutual clients in the same case, did not disclose to the Edelson firm that the firm had been in receipt of all funds since March 30 and that the families had not been fully paid. Tellingly, Griffin revealed to the Edelson firm that the clients had received a partial payment only after being informed that Lira had disclosed to the Edelson firm that Boeing had already sent Girardi Keese the settlement funds. For these reasons, we conclude Griffin acted intentionally in violating section 6106 as alleged in the first factual subset of count six.

C. Count Eight: Griffin's False Testimony Under Oath

In count eight, OCTC alleged Griffin violated section 6106 when he gave false testimony under oath during his contempt hearing in December 2021. "Representations which may be legally characterized as amounting to 'moral turpitude, dishonesty, or corruption' must be made with an intent to mislead." (*Wallis v. State Bar* (1942) 21 Cal.2d 322, 328, quoting § 6106].) An attorney is required to render complete and candid disclosures to the court. (*Mosesian v. State Bar* (1972) 8 Cal.3d 60, 66.) Acting otherwise is moral turpitude warranting discipline. (*Bach v. State Bar* (1987) 43 Cal.3d 848, 855 [representations made in motion that attorney knew were false violated § 6068, subd. (d), and § 6106].)

OCTC alleged Griffin knew the firm received Multi's funds around June 9, 2020; between June 11 and November 9, Griffin received emails from Multi asking if Girardi Keese received his settlement funds; and until November 11, Griffin's responses to Multi's emails hid the fact from Multi that the firm received the money. OCTC further alleged Griffin knew Multi's (and the other families') settlement funds had been misappropriated and neither Girardi

nor the firm were able to pay Multi "his portion of his settlement funds." As such, OCTC alleged Griffin's testimony that he was direct with Multi and did not lull him was false with respect to the firm's receipt of Multi's settlement funds and when it would disburse those funds to Multi.

The hearing judge found that Griffin's answer was truthful in that he did not tell Multi his money was on the way. She also found that Griffin advising Multi his money would be wired as soon as Girardi approved it was not proven to be false. She concluded that Griffin's testimony that he told Multi the money had arrived at the firm was inaccurate but that could reasonably be due to a memory issue, because Griffin had to rely on his recollection of the email exchange with Multi from more than a year prior to the date of his district court testimony. As such, she did not find Griffin culpable of count eight, and she dismissed it.

We are mindful that the testimony charged in the NDC occurred moments after Griffin described his email communications with Multi and the following exchange occurred between Judge Durkin and Griffin:

> COURT: All right. So if the - - if documents were pulled, we would find a series of e-mails from Multi Rizki to you asking where's the money, responses from you saying that the money has been funded by Boeing.
>
> GRIFFIN: Yes.
>
> COURT: It resided with Girardi Keese.
>
> GRIFFIN: Yes.

This, of course, was not true because Griffin did not inform Multi until mid-November that Boeing had sent his settlement funds, despite Multi directly asking Griffin about it on October 2. Based on the misperception that Griffin had informed Multi in his "responses . . . that the money had been funded by Boeing," Judge Durkin followed up with the question of whether Griffin had lulled Multi.

We agree with the hearing judge that Griffin did not lull Multi by advising him that his money was on the way. The problem with Griffin's testimony is that he stated he was "direct" with Multi, which was far from the truth. And the order of events Griffin conveyed to Judge Durkin—Multi asked if the money had arrived, and Griffin said it had; Multi asked when it would be wired, and Griffin said when Girardi approved it—was also not true, because the reverse occurred. Griffin did not inform Multi that Boeing had sent the money until November 11, which was after numerous inquiries by Multi. Rather than being direct with Multi, Griffin ignored Multi's questions (such as delaying answering Multi's October 2 request for confirmation that the firm had his money) to the point where Multi called him out on his silence, accused the firm of stealing his money, and threatened to file a complaint with the State Bar. Multi would not have leveled this accusation had Griffin been "direct" with him, as Griffin falsely testified. The accusation and threat were of such gravitas that only then did Griffin confirm receipt of the funds. Other times, Griffin's responses could be evasive, thereby perpetuating Multi's implicit misunderstanding that the office closure played a role in the delay of the settlement disbursement or conveying the false impression that Griffin was in the dark when Griffin knew that Girardi Keese had Multi's money and had inexplicably not paid the other families.

In finding an inaccuracy in Griffin's testimony to be reasonable, the hearing judge relied on the following: (1) Griffin had resigned from Girardi Keese and no one had copies of the emails for the contempt hearing; and (2) Multi's matter was largely handled by Lira, and Griffin was not tasked to draft an internal distribution memo. First, while the emails were not presented at the contempt hearing, Griffin had sent his September and October email communications with Multi to his personal email account shortly after he resigned from the firm. Whether or not Griffin reviewed these emails around the time of the contempt hearing is beside the point,

because he provided a fairly detailed description of them, leading to Judge Durkin's summary of the email exchange as a "series of emails" from Multi asking about his money, and "responses" from Griffin "saying that the money has been funded by Boeing," with which Griffin agreed. Second, while Multi's case was initially referred to Lira, he was unavailable much of the time due to a trial. Griffin, not Lira, represented Multi in the mediation. And Griffin, not Lira, was communicating with Multi in May to correct inaccuracies in Multi's release. In fact, Multi was not even aware Lira had left Girardi Keese at the time of Lira's resignation. This was of no consequence practically, because by June 22, Multi was emailing Griffin directly to check on the status of his funds. Finally, there is no evidence that Griffin was not tasked to draft an internal distribution memo. Rather, Griffin testified during the contempt hearing that he did not know whether he followed his typical practice and prepared such a memorandum for Multi; he was not asked about this at the disciplinary trial.

In fact, there were numerous instances in which Griffin testified that he could not recall certain facts or was uncertain of his memory. As an experienced, savvy litigator, Griffin would understand the importance of conveying any memory deficit while testifying under oath. But Griffin used no qualifying or equivocal language in his testimony to Judge Durkin to suggest he had other than total recall of his email exchange with Multi. Importantly, he did not argue at his disciplinary trial or assert on review that he had difficulty remembering the content of the emails with Multi at the contempt hearing. Nor would it be credible to do so. Multi's November 9 email accusing the firm of stealing his money and threatening to complain to the State Bar is what spurred Griffin to finally disclose that the firm had Multi's money. This—including the email exchange leading up to this defining moment—is not a forgettable event. Griffin did not simply forget how he interfaced with his clients throughout 2020, because being indirect and vague was the means he employed to delay revealing the truth about Girardi's malfeasance and

was his standard approach with the *Lion Air* clients, including Multi. Considering the above, we can only conclude that Griffin knew his testimony was false at the time he gave it. (*Zitny v. State Bar*, *supra*, 64 Cal.2d at p. 792 [intent can be established by direct or circumstantial evidence].)

The point of the contempt hearing was to determine if Griffin played a role in Girardi's misconduct, which could result in sanctions against him personally. By falsely stating that he was direct with Multi and by falsely conveying the order of information he divulged to Multi (that he told Multi at the outset that Girardi Keese had his funds), we find Griffin intended to mislead Judge Durkin into believing he was forthright with Multi and had not concealed any information, including Girardi's mishandling of client funds, to avoid any penalty from Judge Durkin. (*Wallis v. State Bar*, *supra*, 21 Cal.2d at p. 328.) Accordingly, we find Griffin intentionally made a false statement under oath and violated section 6106.

IV. AGGRAVATION AND MITIGATION

OCTC must establish aggravating circumstances by clear and convincing evidence (Std. 1.5.) Griffin bears the same burden to prove mitigation (Std. 1.6.)

A. Aggravation

1. Multiple Acts of Wrongdoing (Std. 1.5(b))

"Multiple acts of wrongdoing" is an aggravating factor, and three instances of misconduct is considered "multiple" acts. (Std. 1.5(b); *In the Matter of Bach*, *supra*, 1 Cal. State Bar Ct. Rptr. at pp. 646-647 [three instances of misconduct considered multiple acts].) Griffin's misconduct includes rule violations; multiple acts of concealment of material information from Anice, Bias, Dian, Multi, and Septi; repeated omissions of material information

from cocounsel; and giving false testimony under oath.[24] The parties do not dispute the hearing judge's assessment of substantial weight, and we agree.

2. Significant Harm to Clients, the Public, or the Administration of Justice (Std. 1.5(j))

"Significant harm to the client, the public, or the administration of justice" is an aggravating factor. (Std. 1.5(j).) The hearing judge assigned substantial weight because Griffin's actions caused significant harm to his clients. However, she addressed this aggravating factor in conjunction with standard 1.5(n) (vulnerable victims). OCTC argues, and we agree, that these two factors should be addressed separately. (*In the Matter of Gonzalez* (Review Dept. 2018) 5 Cal. State Bar Ct. Rptr. 632 [separate aggravation assessed for both client harm and victim vulnerability].)

The families in this case suffered financial and emotional distress due to the delayed disbursement of settlement funds by Girardi, which was concealed by Griffin. By giving evasive responses to his clients and concealing material information, Griffin deprived his clients of the power to seek redress on their own, as they had no understanding that Griffin's actions were contrary to their interests. The clients were made whole long after they were first entitled to the funds. (See *In the Matter of Blum* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 403, 413 [significant harm due to six-month delay in distributing $5,618 of medical malpractice settlement funds].)

In addition, this occurred while the families were grieving the loss of loved ones. For example, Septi implored Griffin in an email to help her "forget the incident" by completing the contents of their agreement because she was still haunted by "the pain and empty hearts" that

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[24] All references to standards are to the Rules of the State Bar, title IV, Standards for Attorney Sanctions for Professional Misconduct.

were lost. In a similar email, Anice wrote, "the fact that this case hasn't resolved adds more burden" on the families' minds. Multi also testified he had no prior experience with American attorneys, and the experience left him disappointed in the American legal system.

Griffin's conduct also harmed the administration of justice. Valid federal court orders for the quick release of settlement funds to his clients were ignored by Girardi, which was enabled by Griffin. Griffin did nothing to alert the district court. This in turn, put the disclosure burden on the Edelson firm and led the Edelson firm to file a lawsuit against the Girardi Keese and Griffin. The district court had to hold multiple hearings. Moreover, it is self evident that an attorney's false testimony under oath erodes the administration of justice. Thus, we find the record supports a finding of substantial aggravation. (See *Maloney and Virsik* (Review Dept. 2005) 4 Cal. State Bar Ct. Rptr. 774, 792 [significant harm found due to actions that "threatened the efficient administration of justice and improperly burdened" the court and the opposing party].)

3. High Level of Vulnerability of the Victim (Std. 1.5(n))

A "high level of vulnerability of the victim" is a basis for aggravation under standard 1.5(n). OCTC argues for substantial weight. Griffin does not object to consideration of this factor outright, but he argues it should be considered in conjunction with standard 1.5(j). We find that substantial weight is warranted as a separate aggravating factor. Not only are some of the victims the minor children of the decedents, but the adult clients also were at a disadvantage to monitor Girardi Keese due to their geographic distance, ignorance of the American legal system, and communications occurring in a language that was not their primary language, facts of which Griffin was aware.[25] The clients therefore had limited ability to

[25] Although Bias, Multi, and Septi wrote emails in English, they testified at the disciplinary trial with the assistance of an interpreter.

personally investigate, for example, whether the coronavirus effectively shut down the firm and instead were forced to rely for the majority of time on the imperfect system of communication set up by Girardi Keese using Hatcher as the liaison.

B. Mitigation

1. No Prior Record of Discipline (Std. 1.6(a))

The standards allow for mitigation when there is "an absence of any prior record of discipline over many years of practice coupled with present misconduct, which is not likely to recur." Griffin was admitted to practice law in California in December 1999 and has no prior disciplinary record. OCTC has not identified any misconduct since he left the Girardi firm in December 2020. The hearing judge assessed such misconduct was not likely to happen again and assigned substantial weight to this mitigating factor. On review, OCTC argues that the misconduct here is of such exceptional gravity, that any prior exemplary conduct or distinguished career is not persuasive in establishing that the misconduct will not recur. Therefore, OCTC asserts that the judge should have assigned only moderate weight to this mitigating factor. Griffin did not respond to OCTC's argument in his brief on review.

We recognize that the majority of Griffin's misconduct occurred while he was working in a law firm owned by Girardi, an attorney with outsized influence in the legal community and political world. Given Girardi's stature, it is not difficult to understand the immense pressure under which Griffin operated. It is well-known that the State Bar has bolstered attorney's ethical obligations since Girardi's misconduct came to light to prevent or mitigate against such misconduct. For these reasons, we have a measure of confidence that Griffin's misconduct is unlikely to recur, especially given his 20-year, discipline-free record. Yet we cannot forget that Griffin lied under oath a year after his employment at Girardi Keese had ceased. Thus, we agree with OCTC that substantial weight in mitigation is not appropriate, and we assign moderate

weight. (Cf., *In the Matter of Isola* (Review Dept. 2022) 5 Cal. State Bar Ct. Rptr. 911 [substantial mitigation for 21 years of discipline-free practice and misconduct not likely to recur].)

2. Honestly Held, Objectively Reasonable, Good Faith Belief (Std. 1.6(b)

The hearing judge rejected Griffin's good faith argument that he was neither aware of any client not getting paid nor that he was aware that Girardi was stealing funds. Good faith requires the showing of an honest belief that was objectively reasonable. (See *In re Silverton* (2005) 36 Cal.4th 81, 93.) Here, Griffin knew the CTA was being misused by early September 2020, and even prior to that he knew there was no legitimate reason to delay payments to the clients. Thus, Griffin's argument that he was "unaware of any client not getting paid" is unpersuasive. Even if Griffin was not acutely aware that Girardi or Kamon were stealing money from the firm, the fact is that Griffin knew the clients were entitled to their settlement funds but were being denied access to those funds. We find Griffin has not met his burden of proof on this factor. (*Sternlieb v. State Bar* (1990) 52 Cal.3d 317, 331 [credible good faith belief must also be objectively reasonable to qualify for mitigation.]; *In the Matter of Rose* (Review Dept. 1997) 3 Cal. State Bar Ct. Rptr. 646, 653 [attorney must establish a belief was both honestly held and reasonable in order to qualify for good faith mitigation].)

3. Spontaneous Candor and Cooperation to the Victims or State Bar (Std. 1.6(e))

"Spontaneous candor and cooperation displayed to the victims of the misconduct or to the State Bar" is a mitigating circumstance. (Std. 1.6(e).) The hearing judge assigned moderate weight to this factor because Griffin entered into a pretrial stipulation to some facts and to the authenticity and admission of most documents. (See *In the Matter of Johnson* (Review Dept.

2000) 4 Cal. State Bar Ct. Rptr. 179, 190 [extensive weight in mitigation given to those who admit culpability and facts].) OCTC does not dispute this finding, and we agree with the judge.

4. Extraordinary Good Character (Std. 1.6(f))

Mitigation is recognized for "extraordinary good character" if demonstrated by a wide range of references in the legal and general communities who are aware of the full extent of the misconduct. (Std. 1.6(f).) Serious consideration is given to the opinion of attorneys due to their strong interest in maintaining the honest administration of justice. (See *In the Matter of Brown* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 309, 319 [discussion of moral character showing in a reinstatement proceeding].) Here, 15 members of the community provided their respective letters of support, many of whom are fellow attorneys familiar with Griffin's work ethic, competency, and dedication to clients. The hearing judge found substantial weight appropriate for this factor, which OCTC does not dispute. We also agree.

V. DISCIPLINE

The purpose of attorney discipline is not to punish the attorney, but to protect the public, the courts, and the legal profession; to preserve public confidence in the profession; and to maintain high professional standards for attorneys. (Std. 1.1.) Our disciplinary analysis begins with the standards, which are guidelines and not mandatory, but to which we give great weight to promote consistency. (*In re Silverton*, *supra*, 36 Cal.4th 81, 91-92.) The standards are to be followed "whenever possible." (*In re Young* (1989) 49 Cal.3d 257, 267, fn. 11.)

We analyze the applicable standards in three steps. First, we determine which standard specifies the most severe sanction for the misconduct at issue. (Std. 1.7(a).) Second, we determine whether an exception applies to the most severe, applicable standard. Third, we examine whether there is any reason to depart from the discipline set forth in the applicable

standard. We also look to comparable case law for guidance. (*Snyder v. State Bar* (1990) 49 Cal.3d 1302, 1310-1311.)

Here, standard 2.11 and its provision for disbarment or actual suspension applies because the most serious culpability findings are the section 6106 violations for giving false testimony under oath and concealing material information from clients and affiliated counsel. In determining whether disbarment or suspension is the appropriate discipline, standard 2.11 guides us to assess "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 practice of law."

In counts four, five, and six we found Griffin culpable of intentional concealment. Griffin hid from clients and cocounsel that Girardi was violating court orders and that Girardi Keese was mishandling multi-million-dollar settlement payments. Griffin's conduct also delayed notice to Judge Durkin that the *Lion Air* settlements were not being paid according to his orders. Griffin is also culpable under count eight for his false testimony at the December 2021 contempt hearing. All four counts comprised acts of moral turpitude.

There is no case law directly on point to guide our discipline analysis. We have reviewed the authorities cited by both parties. We find this is not a situation warranting either a six-month suspension or disbarment. In recommending a six-month actual suspension, the hearing judge relied heavily on our recent case of *In the Matter of Shkolnikov* (Review Dept. 2021) 5 Cal. State Bar Ct. Rptr. 852. We find this case is not factually equivalent because the mitigation weight for Shkolnikov exceeded that present for Griffin, and there was no culpability finding analogous to Griffin's false testimony as we have found on review.

OCTC relies on *Foote v. State Bar* (1951) 37 Cal.2d 127, *Martin v. State Bar* (1978) 20 Cal.3d 717, and *In the Matter of Dahlz* (Review Dept. 2001) 4 Cal. State Bar Ct. Rptr. 269, to

analyze appropriate discipline for misconduct involving misrepresentations. In *Foote*, the attorney received a nine-month actual suspension for misconduct involving moral turpitude in a client matter where he lied to clients about the status of a will contest proceeding, he dismissed the matter without authority and lied to his clients, and his clients did not learn of Foote's actions until after the time to oppose probate had passed. In *Martin,* the Supreme Court imposed a one-year actual suspension where there was no discipline history for the attorney's failure to perform in six matters and to communicate with approximately five clients, and for his misrepresentations of case status to three clients. In *Dahlz*, the attorney received a one-year actual suspension for failure to perform, improper withdrawal, failure to communicate, and misrepresentation during his representation of a client in a five-year period, and in which aggravation outweighed mitigation.

In urging disbarment, OCTC contends that *Foote*, *Martin*, and *Dahlz* involved limited client matters, whereas Griffin's misconduct involved 11 clients. While there were more clients at issue in this case, Griffin's misconduct primarily concerned matters arising from related settlements involving Boeing and the Lion Air crash. OCTC further argues that contrary to Griffin, the above cases involve limited dishonesty. We agree that Griffin's dishonesty to clients, cocounsel, and the court was more widespread. But OCTC cited to no case in support of culpability or discipline that involved false testimony in any proceeding. Our review of cases involving false testimony at proceedings other than State Bar Court proceedings, do not support OCTC's request for Griffin's disbarment. For example, this case is not akin to *Rosenthal v. State Bar* (1987) 43 Cal.3d 612, where an attorney was disbarred for making multiple misrepresentations to the court during bankruptcy proceedings; pursuing litigation with the purpose to delay, harass, and obstruct the administration of justice; and taking actions of self-dealing and client disloyalty with no meaningful mitigation factors and no remorse.

In assessing appropriate discipline, we note Griffin's judgment was severely lacking. "The relationship between an attorney and client is a fiduciary relationship of the very highest character." (*Clancy v. State Bar* (1969) 71 Cal.2d 140, 146.) Yet, when it came to protecting his clients' interests, Griffin's instincts were to deflect and defer client inquiries. For a seasoned attorney, he exhibited poor judgment and appeared to allow personal concerns about likely professional retaliation from Girardi cloud his decisions, placing his self-interest for continued professional success before the interests of his clients.

At its core, Griffin's misconduct amounted to a sustained breach of his most basic duties of loyalty from April through November 2020. He took few effective, affirmative steps to address the clear problems with disbursing client funds. Griffin forwarded emails, issued perfunctory memos, and had hallway conversations with Girardi, but he avoided conflict at almost every turn. His own emails show he acted as a mere conduit, or a bystander, at a time when his clients needed his advocacy the most. In essence, Griffin walled himself off from the storm swirling around him, partially enabling Girardi's ongoing misappropriation and violations of the court orders. It was not until he was threatened with a State Bar complaint that he began to disclose what he knew. However, we recognize this is Griffin's first disciplinary matter, it was compressed into a relatively short period of time, and he did not steal client funds or profit from Girardi's misappropriation. Griffin did not create a scheme to defraud the families, affirmatively create new methods to continue Girardi's misappropriation, or advise Girardi on how to extend it.

We conclude that Griffin's rule violations and his four counts of moral turpitude involving clients, cocounsel, and the court warrant a significant period of actual suspension to protect the public, the courts, and the legal profession.

VI. RECOMMENDATIONS

We recommend that Keith David Griffin, State Bar Number 204388, be suspended from the practice of law for three years, execution of that suspension is stayed, and Griffin is placed on probation for three years with the following conditions:

1. **Actual Suspension.** Griffin must be suspended from the practice of law for the first 15 months of the probation period.

2. **Commencement of Probation/Compliance with Probation Conditions.** The period of probation will commence on the effective date of the Supreme Court order imposing discipline in this matter. Griffin must complete all court-ordered probation conditions as directed by the State Bar's Office of Case Management & Supervision (OCMS) and at Griffin's expense. At the expiration of the probation period, if Griffin has complied with all probation conditions, the period of stayed suspension will be satisfied and that suspension will be terminated.

3. **Comply with State Bar Act, Rules of Professional Conduct, and Probation Conditions.** Griffin must comply with the provisions of the California Rules of Professional Conduct, the State Bar Act (Business and Professions Code sections 6000 et seq.), and all probation conditions.

4. **Review Rules and Statutes on Professional Conduct.** Within 30 days after the effective date of the Supreme Court order imposing discipline in this matter, Griffin must read the California Rules of Professional Conduct and Business and Professions Code sections 6067, 6068, and 6103 through 6126. Griffin must provide a declaration, under penalty of perjury, attesting to Griffin's compliance with this requirement, to the OCMS no later than the deadline for Griffin's first quarterly report.

5. **Complete E-Learning Course Reviewing Rules and Statutes on Professional Conduct.** Within 90 days after the effective date of the Supreme Court order imposing discipline in this matter, Griffin must complete the e-learning course entitled "California Rules of Professional Conduct and State Bar Act Overview." Griffin must provide a declaration, under penalty of perjury, attesting to Griffin's compliance with this requirement, to the OCMS no later than the deadline for Griffin's quarterly report due immediately after the 90-day period for course completion.

6. **Maintain Valid Official State Bar Record Address and Other Required Contact Information.** Within 30 days after the effective date of the Supreme Court order imposing discipline in this matter, Griffin must make certain that the State Bar Office of Licensee Records and Compliance (LR&C) has Griffin's (1) current office address and telephone number, or if none, an alternative address and telephone number; and (2) a current email address (unless granted an exemption by the State Bar by using the form approved by LR&C, pursuant to California Rules of Court, rule 9.9(d)), not to be disclosed on the State Bar's website or otherwise to the public without the licensee's consent. Griffin must report, in

writing, any change in the above information to LR&C within 10 days after such change, in the manner required by LR&C.

7. **Meet and Cooperate with the OCMS.**

   a. Within 15 days after the effective date of the Supreme Court order imposing discipline in this matter, Griffin **must schedule**, with the assigned OCMS Probation Case Coordinator, a meeting or meetings either in-person, by telephone, or by remote video (at the OCMS Probation Case Coordinator's discretion) to review the terms and conditions of probation. The intake **meeting must occur** within 30 days after the effective date of the Supreme Court order imposing discipline in this matter.

   b. During the period of probation, Griffin must (1) meet with representatives of the OCMS as directed by the OCMS; (2) subject to the assertion of applicable privileges, fully, promptly, and truthfully answer any inquiries by the OCMS and provide any other information requested by the OCMS; and (3) meaningfully participate in the intake meeting and in the supervision and support process, which may include exploring the circumstances that caused the misconduct and assisting in the identification of resources and interventions to promote an ethical, competent practice.

   c. If at any time the OCMS determines that additional probation conditions are required, the OCMS may file a motion with the State Bar Court to request that additional conditions be attached pursuant to rule 5.300 of the Rules of Procedure of the State Bar and California Rules of Court, rule 9.10(c).

8. **State Bar Court Retains Jurisdiction/Appear Before and Cooperate with State Bar Court.** During the probation period, the State Bar Court retains jurisdiction over Griffin to address issues concerning compliance with probation conditions. During probation, Griffin must appear before the State Bar Court as required by the court or by the OCMS after written notice to Griffin's official State Bar record address and e-mail address (unless granted an exemption from providing one by the State Bar as provided pursuant to condition 6, above). Subject to the assertion of applicable privileges, Griffin must fully, promptly, and truthfully answer any inquiries by the court and must provide any other information the court requests.

9. **Quarterly and Final Reports.**

   a. Deadlines for Reports.

      i. **Quarterly Reports.** Griffin must submit quarterly reports to the OCMS no later than each January 10 (covering October 1 through December 31 of the prior year), April 10 (covering January 1 through March 31), July 10 (covering April 1 through June 30), and October 10 (covering July 1 through September 30) within the period of probation. If the first report would cover less than 45 days, that report must be submitted on the next quarter due date and cover the extended deadline.

      ii. **Final Report.** In addition to all quarterly reports, Griffin must submit a final report no earlier than 10 days before the last day of the probation period and no later than the last day of probation.

b. **Contents of Reports.** Griffin must answer, under penalty of perjury, all inquiries contained in the report form provided by the OCMS, including stating whether Griffin has complied with the State Bar Act and the California Rules of Professional Conduct during the applicable period. All reports must be: (1) submitted on the written or electronic form provided by the OCMS; (2) signed and dated after the completion of the period for which the report is being submitted (except for the final report); (3) filled out completely and signed under penalty of perjury in a manner that meets the requirements set forth in the Rules of Procedure of the State Bar and the Rules of Practice of the State Bar Court; and (4) submitted to the OCMS on or before each report's due date.

c. **Submission of Reports.** All reports must be submitted to the OCMS. The preferred method of submission is via the portal on Griffin's "My State Bar Profile" account that is accessed through the State Bar website. If unable to use the portal, reports may be submitted via (1) email; (2) certified mail, return receipt requested (postmarked on or before the due date); (3) other tracked-service provider, such as Federal Express or United Parcel Service, etc. (physically delivered to such provider on or before the due date); (4) fax; or (5) personal delivery.

d. **Proof of Compliance.** Griffin must maintain proof of compliance with the above requirements for each submitted report for a minimum of one year after the probation period has ended. Griffin is required to present such proof upon request by the State Bar, the OCMS, or the State Bar Court.

10. **State Bar of California Ethics School.** Within nine months after the effective date of the Supreme Court order imposing discipline in this matter, Griffin must submit to the OCMS satisfactory evidence of completion of the State Bar of California Ethics School and passage of the test given at the end of that session. This requirement is separate from any Minimum Continuing Legal Education (MCLE) requirement, and Griffin will not receive MCLE credit for attending Ethics School.

    Griffin is encouraged to register for and complete Ethics School at the earliest opportunity. If Griffin provides satisfactory evidence of completion of Ethics School and passage of the test given at the end of the session prior to the effective date of the Supreme Court order imposing discipline in this matter but after the date this Opinion is filed, Griffin will receive credit for completing this condition.

11. **Proof of Compliance with Rule 9.20 Obligation.** Griffin is directed to maintain, for a minimum of one year after commencement of probation, proof of compliance with the Supreme Court's order that Griffin comply with the requirements of California Rules of Court, rule 9.20 (a) and (c), as recommended below. Such proof must include: the name(s) and address(es) of all individuals and entities to whom Griffin sent notification pursuant to rule 9.20; a copy of each notification letter sent to each recipient; the original receipt or postal authority tracking document for each notification sent; the originals of all returned receipts and notifications of non-delivery; and a copy of the completed compliance affidavit filed by Griffin with the State Bar Court. Griffin is required to present such proof upon request by the State Bar, the OCMS, or the State Bar Court.

VII. MULTISTATE PROFESSIONAL RESPONSIBILITY EXAMINATION

We recommend that Griffin be ordered to do the following within one year after the effective date of the Supreme Court order imposing discipline in this matter or during the period of Griffin's actual suspension in this matter, whichever is longer:

1. Take and pass the MPRE administered by the National Conference of Bar Examiners;
2. During registration select California as the jurisdiction to receive Griffin's score report; and
3. Provide satisfactory proof of such passage directly to the OCMS.

Griffin is encouraged to register for and pass the MPRE at the earliest opportunity. If Griffin provides satisfactory evidence Griffin passed the MPRE prior to the effective date of the Supreme Court order imposing discipline in this matter but after the date this Opinion is filed, Griffin will receive credit for completing this requirement.

Failure to comply with this requirement may result in suspension. (Cal. Rules of Court, rule 9.10(b).)

VIII. CALIFORNIA RULES OF COURT, RULE 9.20

We recommend that Griffin be ordered to comply with California Rules of Court, rule 9.20, and to perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the date the Supreme Court order imposing discipline in this matter is filed.[26] (*Athearn v. State Bar* (1982) 32 Cal.3d 38, 45 [the operative date for identification of clients being represented in pending matters and others to be notified is the

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[26] Griffin is required to file a rule 9.20(c) affidavit even if he has no clients to notify on the date the Supreme Court files its order in this proceeding. (*Powers v. State Bar* (1988) 44 Cal.3d 337, 341.) In addition to being punished as a crime or contempt, an attorney's failure to comply with rule 9.20 is, inter alia, cause for disbarment, suspension, revocation of any pending disciplinary probation, and denial of an application for reinstatement after disbarment. (Cal. Rules of Court, rule 9.20(d).) The court approved Rule 9.20 Compliance Declaration form is available on the State Bar Court website at <https://www.statebarcourt.ca.gov/Forms>.

filing date of the Supreme Court order imposing discipline].) Failure to do so may result in disbarment or suspension.

IX. MONETARY SANCTIONS

We recommend that Griffin be ordered to pay monetary sanctions to the State Bar of California Client Security Fund in the amount of $1,250 in accordance with Business and Professions Code section 6086.13 and rule 5.137 of the Rules of Procedure of the State Bar.[27] Although this amount is lower than the $2,500 suggested for an actual suspension matter, the hearing judge based the sanction amount on review of Griffin's sealed financial declaration. We have reviewed that declaration. Neither party disputes the assessed amount, and we find the facts support sanctions in the amount recommended. (Rules Proc. of State Bar, rule 5.137(E)(2) & 5.137(E)(4).) Monetary sanctions are enforceable as a money judgment and may be collected by the State Bar through any means permitted by law. Monetary sanctions must be paid in full as a condition of reinstatement or return to active status, unless time for payment is extended pursuant to rule 5.137 of the Rules of Procedure of the State Bar.

X. COSTS

We further recommend that costs be awarded to the State Bar in accordance with Business and Professions Code section 6086.10, and are enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment, and may be collected by the State Bar through any means permitted by law. Unless the time for payment of discipline costs is extended pursuant to subdivision (c) of section 6086.10, costs assessed against an

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[27] Monetary sanctions are payable through Griffin's "My State Bar Profile" account. Further inquiries related to payment of sanctions should be directed to the State Bar's Division of Regulation.

attorney who is actually suspended or disbarred must be paid as a condition of applying for reinstatement or return to active status.[28]

XI. MONETARY REQUIREMENTS

Any monetary requirements imposed in this matter shall be considered satisfied or waived when authorized by applicable law or orders of any court.

RIBAS, J.

WE CONCUR:

HONN, P. J.

McGILL, J.

[28] Costs are payable through Griffin's "My State Bar Profile" account. Further inquiries related to payment of costs should be directed to the State Bar's Division of Regulation.