

Case No.: S282314
STATE BAR COURT CASE No.: SBC-16-O-15558

**IN THE SUPREME COURT
OF THE STATE OF CALIFORNIA**

**In the Matter of
Drexel Andrew Bradshaw
State Bar No. 209584**

**AFTER A DECISION AND ORDER OF THE
REVIEW DEPARTMENT OF THE STATE BAR COURT
DATED SEPTEMBER 20, 2023
CASE No.: SBC-16-O-15558**

**DREXEL ANDREW BRADSHAW'S ANSWER TO THE PETITION FOR
REVIEW BY THE CHIEF TRIAL COUNSEL OF THE STATE BAR OF
CALIFORNIA**

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INTRODUCTION

As Mr. Bradshaw readily admitted in his Opening Brief to the Review Department on December 10, 2018, he should have handled this differently. Mr. Bradshaw should have been more careful to ensure each statement to the court was full and complete. He agrees and accepts the 2015 statement about ‘no relationship’ with any agent was inaccurate but was not made to attempt to mislead the court in any way. He agrees his statements in his September 26, 2016 Second Supplemental Declaration [Ex. 016] should have included more information to the court. There was no intention to mislead the Court.

Mr. Bradshaw accepts the findings of culpability detailed in the September 20, 2023 order of the Review Department (“RD 9/23 Order”). Even though Mr. Bradshaw was represented throughout by Sheila Robello, a certified specialist in probate and trust law, he owed a greater duty to more thoroughly review declarations prepared by counsel to ensure the *complete* accuracy of each statement in each declaration bearing his signature.

REVIEW SHOULD BE DENIED

The petitioner has failed to carry its burden to warrant review in this Court. As relevant here, [t]he Supreme Court will order review of a decision of the State Bar Court recommending disbarment or suspension from practice when it appears, as Petitioner alleges [Pet. pg. 9], it is (1) Necessary to settle important questions of law; (4) The decision is not supported by the weight of the evidence; or (5) The recommended discipline is not appropriate in light

of the record as a whole. Cal. Rules of Court, 9.16, section (a), subsections 1, 4, 5.

A. Petitioner Has Identified No Unsettled Important Questions of Law.

Despite the petitioner alleging its petition for review is necessary to settle important questions of law, nowhere does the Petitioner point to any unsettled important questions of law.

B. The Decision of the Review Department is Fully Supported by the Weight of the Evidence

The Statement of Facts, below, as well as the analysis on culpability, below, is supported by two lengthy and comprehensive opinions of the Review Department. Pursuant to this Court's remand order, the Review Department discussed its findings warranting culpability in light of the probate case and appeal as well as a thoroughly reasoned discussion where the superior court decision and appeal compelled a different conclusion than before remand, and also where the record identified no different result now than before the superior court decision.

C. The Recommended Discipline is Entirely Appropriate in Light of the Record as a Whole

[W]hile [this Court] must exercise independent judgment in determining the appropriate level of discipline to be imposed in any particular case (*Greenbaum v. State Bar* (1987) 43 Cal.3d 543, 550 [237 Cal.Rptr. 168, 736

P.2d 754]), we give great weight to the disciplinary recommendation ... of the review department. *In re Crooks* (1990) 51 Cal.3d 1090, 1095 [275 Cal.Rptr. 420, 800 P.2d 898, 902]. Moreover,

Whenever OCTC chooses to rely, in whole or in part, upon the record in a prior civil proceeding (whether testimonial evidence, non-testimonial matters, or both) to prove one or more elements of a disciplinary violation or an aggravating circumstance ... the evidence in the civil record as well as any factual findings made by the jury or the judge in the civil proceeding cannot be judicially noticed as conclusive or otherwise given preclusive effect in the State Bar Court, but must be assessed independently by the State Bar Court under the clear and convincing standard of proof applicable in attorney disciplinary proceedings.

In re Kittrell (Cal. Bar Ct., Oct. 26, 2000) 00 Cal. Daily Op. Serv. 8712 (*In Matter of Applicant A* (Cal. Bar Ct., May 24, 1995) 3 Cal. State Bar Ct. Rptr. 318, 324–325, citing *Rosenthal v. State Bar* (1987) 43 Cal.3d 612, 619–620, 634 [238 Cal.Rptr. 377, 738 P.2d 723] and *Maltaman v. State Bar* (1987) 43 Cal.3d 924, 949–950, 947 [239 Cal.Rptr. 687, 741 P.2d 185].)

Lebbos v. State Bar (1991) 53 Cal.3d 37 [278 Cal.Rptr. 845, 806 P.2d 317] does not support OCTC's argument that greater discipline be imposed. *Lebbos'* actions were outrageous:

She was found culpable in nine counts of misconduct involving forty separate acts including commingled funds belonging to a client, after failing to prevail at a contested hearing, she knowingly and with intent to deceive

filed with the court and served on opposing counsel an altered copy of the court order she disagreed with, along with a motion for modification directed to the altered order, in violation of Bus. & Prof. Code, § 6068, subdivision (d) and former rule 7–105(1) of the State Bar Rules of Professional Conduct. The purported order not only contained substantive alterations, but also featured the forged signature of the court commissioner who had presided at the hearing.

She willfully and deceitfully concealed assets belonging to her from both court and counsel and gave false testimony in a deposition taken pursuant to an order of examination following a judgment against her in an action in which she was a party, in violation of Bus. & Prof. Code, § 6068, subdivision (d), 6103 and 6106 and former rule 7–105(1) of the Rules of Professional Conduct.

She made knowingly false statements in an effort to disqualify a judge, and in the same case altered a stipulation sent to her by opposing counsel and filed it with the court without opposing counsel's (or the court's) knowledge or consent, and then lied to the State Bar in response to an inquiry about the matter, in violation of Bus. & Prof. Code, § 6068, subdivision (d), 6103, 6106 and former rule 7–105(1) of the Rules of Professional Conduct. She persisted in appearing with clients before a judge who had recused himself from hearing any of her cases and engaged in disruptive and offensive conduct in his courtroom, willfully violating Bus. & Prof. Code, § 6068, subdivisions

(a), (b), (f), and (g), and 6103 and former rule 7–105(1) of the Rules of Professional Conduct.

During 1986 and 1987, Lebbos willfully, deceitfully and recklessly indulged in a series of offensive statements against judges, opposing counsel and others, in violation of Bus. & Prof. Code, § 6068, subdivisions (b) and (f), 6103 and 6106. [From 1986 to 1988, petitioner made a number of false statements about judges, opposing counsel and others, in violation of Bus. & Prof. Code, § 6068, subdivision (d), 6103 and 6106 and former rule 7–105(1) of the Rules of Professional Conduct. The hearing panel found that these statements were part of a “concerted assault by [petitioner] on the Santa Clara bench and bar.” Petitioner repeatedly made frivolous motions to disqualify judges of the Santa Clara County Superior Court, in violation of Bus. & Prof. Code, § 6068, subdivisions (b), (c) and (g), 6103 and 6106 and former rules 2–110 and 7–105(1) of the Rules of Professional Conduct. She made repeated motions, without making an application for reconsideration as required by Code Civ. Proc., § 1008, subdivision (a), and she failed to disclose the prior rulings against her in subsequent motions, as required by Code Civ. Proc., § 1008, subdivision (b). She also wrote offensive letters to judges, in the opinion of the hearing panel for the purpose of exasperating the judges so much that they would recuse themselves. The panel found: “[Petitioner's] constant barrage of calumny deceit and harassment has not only hampered the work of the Family Court; it has also made the operation

of the entire justice system in Santa Clara County more burdensome. [Petitioner's] cases get special handling, and judges from other civil departments must accept assignments that normally would be heard by Family Law Court Judges.... And counsel and their clients have been repeatedly obliged to return for court hearings because of an overburdened court adding to both the cost and inconvenience of litigation.” Finally, she named an individual as a plaintiff in a lawsuit without the person's knowledge or consent, in violation of Bus. & Prof. Code, § 6068, subdivision (d), and 6103 and former rule 7–105(1) of the Rules of Professional Conduct. *Lebbos, supra*, 53 Cal.3d at p. 41–43. Thankfully, Petitioner here cannot allege a similar level of stupidity against Mr. Bradshaw.

Again, Petitioner’s plea for stronger discipline in this case is not supported by *Weber v. State Bar*, (1988) 47 Cal.3d 492. There the Supreme Court held that misappropriation of substantial funds entrusted in course of duties, false representation to court regarding those funds, failure to comply with lawful court orders, and lack of remorse and contempt for the disciplinary process would warrant disbarment.

The Petitioner’s reliance on *In the Matter of Schooler* (Cal. Bar Ct., Dec. 6, 2016) 5 Cal. State Bar Ct. Rptr. 494, *as modified* (Jan. 31, 2017) is not instructive. Schooler completely mismanaged her family’s estate, failed to follow court orders, failed to pay taxes and mortgages on the properties, misappropriated trust and estate assets for her own use, failed to make timely

distributions to the beneficiaries, failed to keep beneficiaries reasonably informed, engaged in a course of conduct to obtain the sole and exclusive use and ownership of the family beach house, to receive as much income from the assets of the two trusts and the estate as possible, to receive maximum distribution of the assets as possible, [and] to coerce her siblings into acceding to her demands and decisions. Schooler's conduct resulted in the loss of substantial value of the various assets, that her intent was to personally enrich herself to the detriment of her siblings, and that her conduct caused harm to her siblings. She continued to hold herself out as trustee when she had already been removed by the court, executed and recorded a grant deed conveying ownership of the Beach House to herself. She executed the deed as "Executor" of the "Estate" even though she had been removed. Again, a far worse actor than Mr. Bradshaw.

In re Wyshak (Cal. Bar Ct., Sept. 21, 1999) 99 Cal. Daily Op. Serv. 7969 while acting as escrow agent and trustee, the attorney engaged in multiple acts of dishonesty and concealment, which defrauded two separate sellers of valuable real estate. In a third matter, he engaged in misconduct, including some causing serious harm to the victim and the honest administration of justice, by advancing in court unfounded charges of sexual harassment in order to delay or defeat an unlawful detainer action. In a fourth matter, respondent disobeyed a federal court order to produce documents in a civil

case. Again, this case evidences behavior far more egregious than proven here.

Petitioner attempts to liken this matter to *Lee v. State Bar* (1970) 2 Cal.3d 927 [88 Cal.Rptr. 361, 472 P.2d 449] where the attorney knowingly made false statements, representation of adverse interests without timely and complete disclosure and consent based upon full knowledge and understanding, participating in a fraudulent and dishonest scheme to cut off the liens of junior encumbrances, filing a claim in a judicial proceeding based on a sham note and deed of trust and making false allegations in sworn testimony which warranted three years' probation, with an actual suspension for the first year. Not to attempt to minimize Mr. Bradshaw's three grossly negligent statements, but Lee's offenses seem far greater.

As discussed by the Review Department and as cited verbatim below, the level of discipline imposed is fully supported by the record and the Review Department was meticulous in establishing its rationale for the disciplinary recommendations made.

PETITIONER GROSSLY MISREPRESENTS THE RECORD

In support of OCTC's Petition for Review, Petitioner distorts, conflates, perverts, and outright misrepresents the facts of the record. As demonstrated below, the distorted and twisted facts as alleged by Petitioner, alone, warrant a denial of review. Some falsehoods by OCTC are minor, others are highly misleading and prejudicial because OCTC attempts to bolster its Petition

with falsehoods, sometimes directly misrepresenting the record and other times taking two citations to the record from drastically different dates which are unconnected to the other in any way and implores this Court to read the two record cites together as though both occurred at the same time, which is not supported by examining the two citation references standing alone. The adulterated facts identified here are by way of example only and are not all-inclusive of the multitude of facts misrepresented in the Petition.

Petitioner’s Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner’s Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department’s September 20, 2023 Opinion and Order
1. Bradshaw was trustee for an elderly client, Ms. Ora Gosey (“Gosey”). Petition (“Pet.”) pg. 5.	1. Mr. Bradshaw was third successor trustee for a former client. RD 7/19 pg. 4; HD Dec. pg. 4	1. Ms. Gosey was represented by counsel Chritine del Sherpa from September 5, 2013 [Ex.34, pg. 189] through January 7, 2015 [Ex.34 p. 384] and by Nancy Rasch from August 3, 2016. [Ex. 34, pg. 481] until Ms. Gosey’s death in July of 2017.
2. [Bradshaw] directed the expenditure of hundreds of thousands of dollars of Gosey’s trust funds on services from a construction company... <u>Id.</u>	2. Petitioner exaggerates and overstates the amount paid to Bay Construction: The funds paid to Bay Construction from Ms. Gosey’s trust were not <i>hundreds of</i>	2. Between approximately January 26, 2015 and February 17, 2016, Gosey’s trust paid Bay Construction \$157,246.76. Stipulation to Facts #23, pg. 4, lns. 7-8.

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Petitioner’s Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner’s Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department’s September 20, 2023 Opinion and Order
	<i>thousands of dollars, but \$157,246.76.. [HD Dec., p. 22]</i>	
3. Bradshaw controlled [Bay Construction]... <u>Id.</u>	3.	3. Bay Construction was controlled by its owner, Juan Gonzalez RD 7/19 p. 21.
4. [Bradshaw] secured a sham license for Bay Construction. <u>Id.</u>	4.	4. Petitioner stipulated, “On or about December 22, 2014, the CSLB issued Bay Construction a Class-B license. Stipulation to Facts #21, pg. 4, lns. 1-2; Ex. 040, pg. 2.
5. [Bradshaw] den[ied] his relationship with the construction company and the Gosey trust’s expenditures on same... <u>Id.</u>	5.	5. Bradshaw never denied his relationship to Bay Construction and the record contains no finding he did so. The Review Department correctly found Mr. Bradshaw should have been more forthcoming with additional facts of the relationship.
6. [B]y using a construction company with a “sham” license and not seeking other bids, Bradshaw was putting the trust at risk...Pet. pg. 6.	6. Petitioner has not identified how the trust was at risk in any way. Petitioner concedes the work was of sufficient quality, performed at	6. The beneficiary who brought the petition in the probate court, Dolores Coleman (“Coleman”) stipulated “the work done by Bay Construction at the trust property was of professional quality and was billed and paid for at fair market value. This admission by Coleman

Petitioner’s Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner’s Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department’s September 20, 2023 Opinion and Order
	market rate, and no harm had been done... <u>Id.</u>	precludes any finding of improper licensure of Bay Construction because work performed by an unlicensed contractor is <i>per se</i> valueless.
7. The Review Department’s 2019 decision was also in stark contrast to the decision of the probate court overseeing the trust... Pet. Pg. 6	7.	7. Petitioner’s reference to the “probate court overseeing the trust” is misleading in that while the Probate Court was generally assigned to overseeing the trust, the Amended Statement of Decision on Petition After Trial and Order dtd June 14, 2019 (Petitioner’s Request for Judicial Notice (“RJN”), Exhibit A) makes clear, “This trust proceeding was referred to this court for a trial on contested matters.” RJN pg. 7, ln. 16. Thus, Judge Quinn had not been involved in any other aspect of overseeing Ms. Gosey’s trust or conservatorship.
8. “The Court of Appeal further underscored that Bradshaw's breach of fiduciary duties was not excused merely because he used trust	8. Petitioner falsely contends the Court of Appeal and the Hearing Department were in accord that (1) the	8. “Carlos Marquez, a 31-year CSLB employee, testified that the CSLB would not have issued the license to Bay Construction if it had known that Invernon was not going to fulfill his duties as RMO.

Petitioner’s Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner’s Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department’s September 20, 2023 Opinion and Order
<p>funds on repairs that ended up being of sufficient quality and market price – affirming the probate court's holding (which corroborated that of the Hearing Department) that Bradshaw put the trust at risk by hiring his company, Bay Construction, when it had no valid license.” Pet. Pg 7.</p>	<p>trust was put at risk by hiring Bay Construction because (2) Bay Construction had no valid license. <u>Nowhere</u> in the Hearing Department’s decision does the court ever posit the trust was at risk at any time for any reason and, further, the Hearing Department <u>never</u> found Bay Construction had an invalid license. Nowhere in the Hearing Department decision do the words “valid” or “risk” appear.</p>	<p>However, this conclusion after the fact does not negate that Bay Construction had an active license when the work was done on Gosey's home. Marquez also testified that the RMO has full liability for the work done, even if the license is being used by another person or entity. Further, Mr. Marquez testified that a consumer would not be in violation of the law for using an unlicensed contractor, only the unlicensed contractor would be. Finally, DBI signed off on the permits for the work on Gosey's home, and we see no reason why it would have done so if Bay Construction, the entity listed on the permits, did not have an active and valid license.” Review Department Opinion and Order dated July 30, 2019 (“RD 2019 Order”) pg. 19, fn. 22; Bus. & Prof. Code, § 7031</p>
<p>9. Based on Bradshaw’s own estimates of Gosey’s living</p>	<p>9. Page 478 of Exhibit 34 contending the proceeds of</p>	<p>9. The petition of February 14, 2014 comparing Ms. Gosey’s monthly expenses relative to her</p>

Petitioner's Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner's Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department's September 20, 2023 Opinion and Order
<p>expenses, the \$346,000 [from the proceeds of the first reverse mortgage taken out on Gosey's home in 2014] should have lasted approximately four years. Pet. Pg 11, citing Ex. 34 at pg. 478,</p>	<p>the first reverse mortgage should have lasted for four years is a conclusion drawn by the probate examiner, only.</p>	<p>monthly income identified recurring, monthly expenses for care and support and did not take into account future emergency and necessary repairs to Ms. Gosey's home since Mr. Bradshaw cannot predict the future. Ex. 34, pg. 7, lns. 12-22.</p>
<p>10. Gonzalez was not a licensed contractor. Pet. Pg 11 citing RT II at pp. 49-51.</p>	<p>10. Gonzalez was not a licensed contractor in 2014. RT II, pg. 50, lns. 2-4.</p>	<p>10.</p>
<p>11. In November 2013, Bradshaw hired Gonzalez as an independent contractor to repair water damage at Gosey's home. Pet. Pg 12, citing RT II at pp 32-33; RT VII at pp 93-95.</p>	<p>11.</p>	<p>11. In November 2013, there was a flood in both units of Ms. Gosey's home. RT 1-31:19-32:11; RT II-93:20-25. Mr. Bradshaw hired Juan Gonzalez, doing business as NJ Construction. RT VII-94:20-95:11. At the time, Mr. Gonzalez was an unlicensed contractor, but this job was supervised by Celso's Plumbing, a licensed contractor. RT VII-95:12-14; RT VIII-28:15-24; RT VIII-44:20-45:4.</p>

Petitioner's Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner's Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department's September 20, 2023 Opinion and Order
		<p>In November 2013, Bradshaw hired Juan Gonzalez, whom he knew and had previously engaged to work on his own residence, to repair the damage from a burst pipe in Gosey's home. Gonzalez was doing business as NJ Construction and was not a licensed contractor; therefore, Bradshaw hired a licensed contractor, Celso's Plumbing, to supervise and work with Gonzalez. RD 2019 Order pg. 6.</p>
<p>12. Gonzalez testified that in February 2014 Bradshaw suggested that he and Gonzalez form a construction company. Specifically, Bradshaw suggested that he (Bradshaw) would have a majority 51 percent ownership in the company and run its administrative aspects, while Gonzalez would</p>	<p>12. The only evidence OCTC presented that Mr. Bradshaw had any ownership interest in Bay Construction is the self-serving testimony of Mr. Gonzalez, the true owner and operator of Bay Construction, who only changed his many-times-</p>	<p>12. On April 5, 2014, Mr. Gonzalez signed, as sole director, the Action by Unanimous Written Consent Bay Construction, Inc. Ex. 1085. In this document, Mr. Gonzalez is listed as the President, Secretary, Treasurer, and sole shareholder of Bay Construction. <i>Id.</i>, ¶10, 11. The same day, Mr. Gonzalez signed, as "Chairman/President/Sole Shareholder," the Shareholder Agreement of Bay Construction, Inc., where he is described as the "sole director". Ex.</p>

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<p>have a minority 49 percent stake and perform the construction work. Pet. Pg. 12.</p>	<p>attested story after finding out he was facing a <i>criminal investigation</i> by the CSLB and the District Attorney. RT IV-169:6-9; RT IV-166:9 - 168:8. Suddenly, in late-2017, Mr. Gonzalez claimed Mr. Bradshaw owned fifty-one percent (51%), and Mr. Gonzalez forty-nine percent (49%), a claim for which Gonzalez admitted he has no documentation to support this claim. RT IV-130: 11-16.</p>	<p>1086. On January 8, 2015, Mr. Gonzalez signed, under penalty of perjury, a Business Registration Application for the City and County of San Francisco, where he was listed as CEO and the 100% owner of Bay Construction. Ex. 1089. The next day, on January 9, 2015, Mr. Gonzalez signed, under penalty of perjury, IRS Form 2553, stating he was CEO of Bay Construction, its 100% shareholder and identified himself by his own social security number. Ex. 1090. On March 31, 2016, Mr. Gonzalez signed a declaration regarding his ownership interest in Bay Construction, and his work for Bay Construction client Noretha Jones. Ex. 1141. There, Mr. Gonzales swore under penalty of perjury he was the CEO and sole shareholder of Bay Construction, and he founded the company in 2014. Mr. Gonzalez also swore Mr. Bradshaw never received a referral</p>

Petitioner's Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner's Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department's September 20, 2023 Opinion and Order
		<p>fee or otherwise profited from Bay Construction. This declaration was even translated, by Mr. Gonzalez, into his own handwriting in his native language of Spanish, <i>twice</i>. RT IV-122:18-23; Ex. 141, 1208.</p> <p>On May 6, 2014, Mr. Gonzalez signed his first application to the CSLB. Ex. 20. In this document, which Mr. Gonzalez testified he signed, Mr. Gonzalez certified under penalty of perjury he was the 100% owner of Bay Construction. Ex. 20, p. 1.</p> <p>On October 15, 2014, Mr. Gonzalez signed, under penalty of perjury, Exemption from Workers' Compensation, certifying he was the Bay Construction "Owner, Partner, or Officer." Ex. 1162.</p> <p>On October 29, 2014, Mr. Gonzalez signed, under penalty of perjury, the successful application to the CSLB, certifying he was the owner, president, secretary, and treasurer for Bay Construction. Ex. 1163 (dated 10/29/2014).</p>

Document received by the CA Supreme Court.

Petitioner’s Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner’s Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department’s September 20, 2023 Opinion and Order
<p>13. Mr. Bradshaw instructed one of his associates to prepare Gonzalez’s second license application. Pet. p. 12 citing RT III at pp. 141-147; RT IV at pp. 73-74; Ex. 19 at pp. 1-2</p>	<p>13. Petitioner’s reference to RT III at pp. 141-147 refers the witness to Exhibit 20, not Exhibit 19. RT III, pg. 142, ln. 1; 143, lns. 2-17.</p>	<p>13. The “second”/successful application for a license from CSLB was dated 10/29/14. Ex. 1163. This application was prepared by Ja-Set. RT VIII 17:78, ln. 17-79:14</p>
<p>14. On April 1, 2014, Bradshaw signed, and his office filed, the Bay Construction Articles of Incorporation, listing Bradshaw as “incorporator” and designating Bradshaw’s law office as Bay Construction headquarters. Pet. P. 12 citing Ex. 21 at p. 6; RT II at p.43; RT III at pp. 138-140.</p>	<p>14. Exhibit 21 at page 6 shows Bradshaw signed the document on March 28, 2014. The date the California Secretary of State filed the Articles and issued the corporate ID number was April 1, 2014. <u>Id.</u> Petitioner’s reference to RT II at p. 43 does not refer in any way to the Articles of Incorporation. Petitioner’s reference to</p>	<p>14.</p>

Petitioner’s Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner’s Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department’s September 20, 2023 Opinion and Order
	<p>RT III at pp. 38-140 contains testimony about the drafting of the Articles of Incorporation but no date references are made and this testimony, just as in RT II, do not support Petitioner’s claim Bradshaw signed or filed the Articles on April 1, 2014.</p>	
<p>15. Tellingly, this was the <i>very same day</i> the probate court approved Bradshaw’s petition allowing him to secure a reverse mortgage, providing Bradshaw with a ready revenue source for the new company. Pet. p. 12 citing Ex. 1022.</p>	<p>15.</p>	<p>15. While Bay Construction was formally established by the California Secretary of State as of April 1, 2014, Bay Construction did not get its license from CSLB until December 22, 2014. Ex. 1166. Exhibit 1166 also shows the address of Bay Construction as 3400 Richmond Parkway, #1221, Richmond, CA 94806, Ex. 35, pgs. 22-40, 30, 42-60, 76-82. Mr. Gonzalez confirmed this was also his home address. RT 4-138: 3-7.</p>

Petitioner's Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner's Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department's September 20, 2023 Opinion and Order
		The first payment to Bay Construction from Ms. Gosey's trust was January 26, 2015. Stipulation as to Facts and Admission of Documents, #23.
16. Bradshaw designated himself as Bay Construction's president five separate times[,] and declared himself as the only person with the power to act on behalf of the corporation. Pet. 13, citing Ex. 31 at pp.7-10.	16.	16. At the bank, he signed a blank signature card for the account. Subsequently, the title "president" was added to the signature card, but not by Bradshaw or at his direction. Bradshaw was the sole signer on the account, but Gonzalez used a debit card to access the account. RD 7/2019 Order p. 7. This finding in the Review Department's 2019 decision is adopted by the Review Department in its 2023 decision. RD 9/23 Order, pg. 2, fn. 1.
17. Bradshaw's son was hired as a handyman in January 2015 although he had no construction, design, or architectural experience or training. Pet. p. 13. Citing RT II at pp. 57-59; RT	17. Petitioner's claim Bradshaw's son had no construction, design, or architectural experience or training citing RT II at pp. 57-59 refers only to the question to	17. Bradshaw's son testified to his construction, design, and architectural experience and training prior to working for Bay Construction. RT VI-63:18 – 70:5. He further testified about plans he had drawn up for submission to the Department of Building Inspection for one of Mr.

Petitioner’s Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner’s Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department’s September 20, 2023 Opinion and Order
<p>VI at pp. 54-56, 62-74</p>	<p>Mr. Gonzalez as to whether Mr. Bradshaw’s son had any prior construction experience “as far as [Mr. Gonzalez] could tell.” No foundation was laid to show how Mr. Gonzalez would know the answer to the question and the question and answer are of no probative value whatsoever. Petitioner’s reliance on the testimony of Mr. Bradshaw’s son at RT VI at pp. 54-56 does not refer in any way to Mr. Bradshaw’s son’s construction, design, or</p>	<p>Bradshaw’s clients. RT 6 – 74:6 – 75:13.</p>

Petitioner's Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner's Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department's September 20, 2023 Opinion and Order
	architectural experience or training.	
<p>18. "...Bay Construction was paid \$9933.41 for flood repair work in January 2015. (Ex. 34 at pp. 39-40) Bradshaw waited until after he was sure that Bay Construction had obtained its sham contractor's license before preparing the invoice for the flood work. (Ex. 17 at pp. 26-30)</p>	<p>18. The work identified in Ex. 17 at pp. 26-30 was for an Emergency Repair for a flood on 1/3/15. <u>Id</u> at p. 26.</p>	<p>18. The first payment to Bay Construction from Ms. Gosey's trust was January 26, 2015. Stipulation as to Facts and Admission of Documents, #23.</p>
<p>19. Bradshaw pulled a permit for [the back stairs] project in June 2014 (before Bay Construction was licensed), and deemed the staircase repair necessary to prevent a "catastrophic injury," (Ex 34 at pp 41; Ex. 17 at pp 51, 57) but the repairs did not begin for eight months, until</p>	<p>19. The reference to catastrophic injury" was in a probate filing dated 7/19/16 when the totality of the condition of the stairs was discovered in 2015. Ex. 34, pgs. 34-45.</p>	<p>19. In 2014, it came to Mr. Bradshaw's attention the back stairs were in disrepair. RT VIII-35:2-18. Mr. Bradshaw believed he could fix the stairs himself and obtained a permit. RT VIII-35:2-18; Ex. 1148. However, he never finished the repair and hired Bay Construction to complete it. RT VIII-36:1-8. The stairs were much more dangerous than Mr. Bradshaw had realized. RT VIII-36:1-8. Mr. Gonzalez affirmed the stairs were in "dangerous condition." RT 11-85:13-19.</p>

Petitioner's Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner's Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department's September 20, 2023 Opinion and Order
<p>after Bay Construction became licensed (raising the question why other bids weren't sought for this work purportedly so essential to Gosey's safety). Pet. pg. 14</p>		<p>Bradshaw called several contractors to bid the stairs work. RT VIII 43:8 – 44:12</p>
<p>20. [For the foundation repair]..Bradshaw not only submitted a proposal on behalf of Bay Construction to himself, but he immediately accepted that proposal as trustee and paid Bay Construction in full despite the fact no work had yet been performed. (Ex. 17 at pp. 24, 68-71) Pet. pg. 15.</p>	<p>20. Contract terms between Mr. Bradshaw and Bay Construction called for 50% of the proposal price upon execution of the contract and the remaining 50% upon completion of the job. Ex 17: 129-132, 75.</p>	<p>20. The invoices for the foundation repair were 12428, 12429, 12431, 12433, 12431, and 12434. Exhibit 17, pg. 24 (section F) The checks paying these invoices are numbered and dated as follows: check 108 – 5/12/15; check 131 – 5/28/15; check 111 – 7/15/15; check 112 – 7/15/15; check 114 – 8/10/15; check 119 – 8/25/15; check 120 – 10/6/15 Ex. 50, pg. 24</p>
<p>21. Bradshaw also stated that – despite all of the payments successfully made to Bay</p>	<p>21. Bradshaw provided an explanation for delayed payments in</p>	<p>21. Regular payments for home care were made while Bradshaw and the Institute on Aging worked to resolve the</p>

Petitioner’s Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner’s Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department’s September 20, 2023 Opinion and Order
<p>Construction - \$45,000 of Gosey’s home care bills were still outstanding.[] (Tellingly, while Bradshaw allowed the bills for Gosey’s home care to go into arrears, Bay Construction was paid on time) Pet. pg 16.</p>	<p>his May 21, 2015 supplemental filing to the superior court. In that document, he explains that he made estimated payments to ensure that outstanding balances for Gosey's care did not get too high while he worked with the Institute on Aging on a billing dispute involving misapplied payments he made. He also explained that balances accumulated when he was out of town, and he was the only person who could write checks from the trust accounts to pay the institute, but</p>	<p>billing issue. Ex. 50, pgs. 17-18.</p>

Petitioner’s Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner’s Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department’s September 20, 2023 Opinion and Order
	no late fees were assessed. RD 9/2023 Order, p. 62, fn. 46.	
22. Gonzalez testified that Bradshaw prepared all invoices for Bay Construction, including deciding what line items to include, the amount to charge for each item, and the amount of profit to be added to each item. Pet. pg. 16 citing to RT II at pp. 59-60, 82, 87-90, 98-104, RT IV at pp. 11-12, 21. 105-106	22. Gonzalez’s testimony at RT II, pgs. 59-60 says Bradshaw was in charge of preparing invoices, inconsistent testimony that either Gonzalez or Mr. Bradshaw decided which jobs to take (RT II pg. 59, lns. 20-25) and per Gonzalez, Bradshaw determined total cost. At pg. 82, lns. 8-13 Gonzalez was asked about the pricing decision on a \$720 job and Gonzalez testifies, “Probably Mr. Bradshaw.”	22. Another misstatement found by the superior court was that Bradshaw suggested Gonzalez prepared the company bids for the Gosey work, knowing that he controlled the bidding process. In the second supplemental declaration, Bradshaw stated that he allowed Gonzalez to use Bradshaw's office as a "home base" for Bay Construction, and that he allowed Gonzalez to "receive mail and phone calls, meet with clients, and prepare bids/invoices for his clients." This statement was also not alleged in the NDC as a misrepresentation or raised by OCTC on review as a request for additional culpability. No culpability can be found for this statement. RD 9/2023 Order, pg. 15.

Petitioner's Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner's Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department's September 20, 2023 Opinion and Order
	<p>RT II pp. 87-90 do not support the facts as alleged by Petitioner in any way. Likewise, pp. 98-104 contain no evidence as described by Petitioner. Mr. Gonzalez is asked about several exhibits and whether Mr. Gonzalez told Mr. Bradshaw to charge a certain price for a certain job. In each instance, Mr. Gonzalez says, "No." These pages, likewise, do not support any of the facts as alleged by Petitioner. RT IV at pp. 11-12, 21, 105-106 do not support, in any</p>	

Petitioner’s Erroneous and Misleading Fact Contentions	Correct Quote and Citation to Petitioner’s Fact Contentions	Important Facts Petitioner Ignores Which Support the Review Department’s September 20, 2023 Opinion and Order
	way, the facts as alleged by Petitioner.	
23. On July 30, 2015, Bradshaw submitted a membership application to the Golden Gate Better Business Bureau (“BBB”) for Bay Construction, identifying himself as the company's principal, "main contact," and billing contact. Pet. pgs. 16-17 citing to Ex. 51; RT II at p. 128.	23. Petitioner’s reference at RT II, pg. 128 is Mr. Gonzalez’ testimony <i>he</i> did not prepare an application to the BBB.	23. Brea Violette testified she prepared the BBB [information] RT III, p. 26, lns. 10-11. No witness testified Mr. Bradshaw had anything to do with the BBB.

These intentional misrepresentations by the Petitioner should not be sanctioned.

PETITIONER’S ERRONEOUS LEGAL ANALYSIS

Throughout, OCTC has pushed the theory that Bay Construction was not properly licensed and could not, therefore, be paid for work done on Ms. Gosey’s home. For that proposition, Petitioner cites to *Montgomery Sansome LP v. Rezai* (2012) 204 Cal.App.4th 786 [139 Cal.Rptr.3d 181].

The citation to this case, however, is quite curious. Inasmuch as the Court of Appeal noted the public protection purposes of the CSLB licensing rules, Petitioner missed the holding, “If licensure is controverted, the plaintiff must prove, by producing a verified certificate of licensure from the CSLB, that it held all necessary licenses during performance of the work.” This precise certificate of licensure held by Bay Construction is Petitioner’s own Exhibit 040, pg. 2. As discussed below, 31-year CSLB veteran Carlos Marquez testified Bay Construction’s license was valid when it worked on Ms. Gosey’s home. That should be the end of it.

Petitioner’s reliance on *Schneider v. State Bar* (1987) 43 Cal.3d 784, 787 [239 Cal.Rptr. 111, 739 P.2d 1279] is unavailing to its argument just as Petitioner’s reliance on *Ferguson v. Yaspan* (2014) 233 Cal.App.4th 676 [183 Cal.Rptr.3d 83], *as modified on denial of reh'g* (Jan. 20, 2015) is inapposite because in a case where an attorney had lent to himself virtually all the money in two trusts he established for his clients, the terms of the trust conditionally permitted the attorney/trustee to borrow from the trust. When it was alleged he had breached his fiduciary duty to his clients in the method of borrowing money from the trust, the presumption of undue influence of Prob. Code, § 16004 was a presumption the attorney/trustee rebutted.

Petitioner’s reference to *Bradner v. Vasquez* (1954) 43 Cal.2d 147 [272 P.2d 11] discussed former Civ. Code, § 2235 which is superseded by Prob. Code, § 16002 (duty of loyalty) and 16004 (duty to avoid conflict of interest)

adds nothing new to the analysis. Nor does *Fair v. Bakhtiari* (2011) 195 Cal.App.4th 1135 [125 Cal.Rptr.3d 765]. Each of these cases discussed the presumption of undue influence which can arise and that the presumption can be rebutted. But even worse, the reason the Review Department did not reach the threshold question of Bradshaw gaining an advantage over Ms. Gosey, was because OCTC did not meet its evidentiary burden of showing Bradshaw breached his duty of loyalty or his duty to avoid conflicts of interest:

As the Review Department held,

“In addition, we find that Bradshaw did not breach his duty of loyalty or his duty to avoid conflicts of interest. Under the terms of the trust, even if he owned or controlled Bay Construction, he had the ability to do business with the trust as long as he did not act in bad faith or in disregard of the purposes of the trust. OCTC argues a rebuttable presumption exists that Bradshaw violated his fiduciary duties under Probate Code section 16004, subdivision (c), because he "gained an advantage by hiring his own construction company to do the work on Gosey's home." Probate Code section 16004, subdivision (c), provides that if a trustee "obtains an advantage" in a transaction between the trustee and a beneficiary, then it is "presumed to be a violation of the trustee's fiduciary duties," but OCTC did not present any evidence that Bradshaw received an advantage within the meaning of Probate Code section 16004, subdivision (c). No evidence in the record demonstrates that Bradshaw dealt with the trust for his own profit, made a deal that was unconnected to the trust's purpose, or took part in a transaction that was adverse to the trust beneficiary.

RD 7/19 Order, pg. 24.

Layton v. State Bar (1990) 50 Cal.3d 889 [268 Cal.Rptr. 845, 789 P.2d 1026], as modified on denial of reh'g (July 18, 1990) merely stands for the rule that when an attorney acting in the dual capacity as executor of an estate and acting as the estate's attorney, his actions as an attorney are not insulated from scrutiny under the Rules of Professional Conduct. Mr. Bradshaw has not suggested otherwise, here. Indeed, the statements found by the Review Department to be grossly negligent and warranting culpability and discipline were for his violations of Bus. & Prof. Code, § 6106, the State Bar Act.

Petitioner cites to *Matter of Bach*, (1991) WL 153103; *Matter of Bach* (Cal. Bar Ct., Aug. 8, 1991) 1 Cal. State Bar Ct. Rptr. 631 where the Review Department wrote, "We must give deference to the referee's determinations as to credibility, and we are reluctant to deviate from his credibility-based findings in the absence of a specific showing that they were in error (citing Rule 453 of the Transitional Rules of Procedure of the State Bar)". *Id.*, at 1. But the Review Department is charged with an independent review of the record (Cal. Rules of Court, 9.12), and as duly noted in its July 2019 Order, "The facts in the opinion are based on the Stipulation, trial testimony, documentary evidence, and factual and credibility findings by the hearing judge, which are entitled to great weight, unless we have found differently based upon the record. (Rules Proc. of State Bar, rule 5.155(A); *In the Matter of DeMassa*, (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 737, 748 [while factual and credibility findings by finder of fact are to be accorded great

weight, on independent review of record, Review Department may decline to adopt hearing judge's findings if insufficient evidence exists in record to support them].) RD 7/19 Order, pg. 3, fn. 2.

STATEMENT OF FACTS^{1,2}

A. The Gosey Trust

In 2006, Bradshaw's law firm, Bradshaw & Associates, P.C., prepared Ora Gosey's estate plan, including the Gosey Revocable Living Trust (Gosey Trust). The trust listed three primary purposes: (1) to provide for Gosey's care and maintenance while she was alive; (2) to facilitate management of the trust property in the event of Gosey's incapacity; and (3) to facilitate transfer of the trust property after Gosey's death. It also stated that the trustee's "priority" was to "keep in mind that the health, maintenance, comfort and support of [Gosey] are more important to [Gosey] than any other purposes of [the] trust."³ The trust also included a provision entitled "Limitations on Trustee's Duty of Loyalty[.]" which stated:

As long as the Trustee does not act in bad faith or in disregard of the purposes of the Trust, it is not a breach of the Trust for the

¹ In the interests of simplicity, Mr. Bradshaw relies herein on the Facts as found by the Review Department in its July 30, 2019 Opinion and Order ("RD 7/19 Order") and its findings from its September 20, 2023 Opinion and Order ("RD 9/23 Order") where different than the RD 7/19 Order. In its RD 9/23 Order, the Review Department noted, "We adopt our 2019 opinion as the opinion of this court, including our factual findings established by the record, except as otherwise stated throughout this opinion. *Ibid.* at Pg. 2, fn. 1.

² The facts in the [RD 7/19 Order] are based on the Stipulation, trial testimony, documentary evidence, and factual and credibility findings by the hearing judge, which are entitled to great weight, unless we have found differently based upon the record. (Rules Proc. of State Bar, rule 5.155(A); *In the Matter of DeMassa, supra*, 1 Cal. State Bar Ct. Rptr. at p. 748 [while factual and credibility findings by finder of fact are to be accorded great weight, on independent review of record, Review Department may decline to adopt hearing judge's findings if insufficient evidence exists in record to support them].)

³ Gosey's will, handwritten by her contemporaneously at the time the trust was executed, indicated that she wanted to remain in her residence if she became incapacitated and that as much of the estate as necessary should be used to avoid placing her in "a rest home."

Trustee to take any of the following actions:
¶ Employ the Trustee, a relative of the Trustee, or a business in which the Trustee has an interest, to perform needed services for the Trust or any business in which the Trust has an interest and pay compensation not exceeding fair market value

Thomas Bush and Willie Cole were listed, respectively, as the first and second successor trustees; and Bradshaw's firm was listed as the third. After Gosey executed her estate planning documents in January 2007, Bradshaw did not have any contact with her until she was hospitalized in 2013.

B. Gosey Becomes Incapacitated

In August 2013, Gosey fell in her San Francisco home. Her tenants, Claire Lewis and John Blaber, who resided in the downstairs rental unit, found her a few days later. At the tenants' request, Adult Protective Services (APS) visited Gosey, but she rejected its assistance. Two weeks after the fall, she continued to be in pain, and the tenants arranged for an ambulance to transport Gosey to a hospital.

After accompanying her to the hospital, Lewis returned to Gosey's home to locate documents identifying emergency contact information. Lewis found Gosey's trust and will, and contacted Bradshaw since his firm drafted the documents. Thereafter, Bradshaw met Lewis and Gosey at the hospital. After a period of hospitalization, a doctor determined that Gosey had severe dementia and lacked the capacity to give informed consent to any form of medical treatment.

C. Bradshaw Appointed Conservator and Becomes Trustee

Bradshaw retained Sheila Robello, a certified probate and trust law specialist, to represent him in the Gosey conservatorship and trust matters.⁴ On August 30, 2013, Bradshaw filed concurrent petitions in superior court for temporary and permanent appointment as the conservator of Gosey's person and estate (conservatorship case).⁵ In an attachment to the petition, Bradshaw inaccurately stated that Gosey had recently been removed from her home by APS. On September 11, 2013, Bradshaw was appointed temporary conservator, at which time he arranged for a service, the Institute on Aging, to provide full-time in-home care for Gosey.⁶

On November 14, 2013, Bradshaw was appointed permanent conservator, and he filed a petition in the conservatorship case requesting transfer of the assets in the conservatorship estate to him as the successor trustee of the Gosey Trust. Bradshaw also asked that the trust "not be under continuing court supervision as the additional expenses will only decrease the available assets for the conservatee." On December 5, the court ordered the trust

⁴ Bradshaw contacted Cole and asked if she was willing to serve as trustee. He testified that Cole told him she was unable to serve because she was ill. Bradshaw subsequently visited Bush in the facility where he was living, and he also declined to serve as trustee because he was ill too. Robello also contacted Bush and Cole upon reviewing the trust. She prepared declinations to serve as successor trustee, which Bush and Cole both signed in August 2013.

⁵ *In the Matter of Conservatorship of Ora Gosey*, San Francisco County Superior Court No. PCN-13-297063.

⁶ The Institute on Aging cared for Gosey from the time she was released from the hospital in September 2013 until she passed away on June 16, 2017, at age 90.

funded and that Bradshaw file a trust accounting by February 2, 2015, for the period of December 2013 through November 2014. The court also ordered that it would retain jurisdiction over the trust until filing and approval of the trust accounting.

D. Bradshaw Hires Juan Gonzalez for Repair Work

In November 2013, Bradshaw hired Juan Gonzalez, whom he knew and had previously engaged to work on his own residence, to repair the damage from a burst pipe in Gosey's home. Gonzalez was doing business as NJ Construction and was not a licensed contractor; therefore, Bradshaw hired a licensed contractor, Celso's Plumbing, to supervise and work with Gonzalez. Gosey's insurance covered most of those repair costs.

E. Bradshaw Obtains First Reverse Mortgage

On February 14, 2014, Bradshaw filed a petition in superior court for an order authorizing him to obtain a reverse mortgage in the amount of \$346,000 on Gosey's home (trust case).⁷ At that time, Gosey's home was valued at approximately \$1.6 million and the property had no liens. Bradshaw stated in the petition that a reverse mortgage was necessary because Gosey's care and living expenses exceeded her income by approximately \$7,147 each month. Bradshaw also stated that he had hired a contractor to repair a water

⁷ *In the Matter of the Gosey Revocable Living Trust*, San Francisco County Superior Court No. PTR-14-297499.

leak and the resulting damage in Gosey's home. On April 1, the court authorized and directed Bradshaw to obtain the reverse mortgage.

F. Bay Construction Established

Also on April 1, 2014, Bradshaw, on behalf of Gonzalez, filed articles of incorporation to form Bay Construction.⁸ On April 5, Gonzalez signed, as the sole director of Bay Construction, an "Action by Unanimous Written Consent," wherein he ratified Bradshaw's action as the incorporator and named himself as the president, secretary, and treasurer of Bay Construction. On that same day, Gonzalez also signed the Bay Construction shareholder agreement listing himself as the sole shareholder, chairman, and president. This and other evidence presented at trial revealed that Gonzalez, not Bradshaw, was the owner of Bay Construction.⁹

In October 2014, Bradshaw opened a checking account at Chase Bank for Bay Construction. Gonzalez was unable to open the account on his own due

⁸ Previously, in February 2014, Bradshaw and Gonzalez signed a legal services agreement where Bradshaw agreed to represent Gonzalez in seeking to obtain his contractor's license, and he also paid for Gonzalez to attend contractor's school. The hearing judge found the veracity of the agreement to be suspect because it contradicted Bradshaw's assertion that he was just trying to help Gonzalez and there was no evidence that Bradshaw issued billing statements to Gonzalez. We disagree because Gonzalez testified that he signed the agreement, and Bradshaw explained he never issued any billing statements because he never billed Gonzalez for services.

⁹ The other evidence includes the following items, all signed by Gonzalez: (1) an October 15, 2014 Contractors State License Board (CSLB) workers' compensation exemption form for Bay Construction, in which he stated he did not employ anyone subject to California workers' compensation laws; (2) a January 8, 2015 San Francisco business registration application, in which he stated he was the Chief Executive Officer (CEO) and owned 100 percent of Bay Construction; (3) a January 9, 2015 IRS form, in which he stated he was the CEO; and (4) a March 31, 2016 declaration, in which he stated he was the "CEO and sole shareholder of Bay Construction, Inc., a company I founded in 2014." The declaration also stated that Bradshaw never had any interest in the company or profited from it in any way.

to his negative credit report. Bradshaw deposited \$10,000 from his law firm's checking account into the Bay Construction account. At the bank, he signed a blank signature card for the account. Subsequently, the title "president" was added to the signature card, but not by Bradshaw or at his direction. Bradshaw was the sole signer on the account, but Gonzalez used a debit card to access the account. Additionally, due to Gonzalez's bad credit, he was unable to obtain a credit card himself. Bradshaw's wife opened two American Express credit accounts for Bay Construction.¹⁰

Gonzalez was also unable to secure a contractor's license from the CSLB. Upon investigation, Bradshaw learned that Bay Construction could have someone with an existing CSLB license serve as a responsible managing officer (RMO) to supervise Gonzalez until Gonzalez could later obtain the license on his own once he had the necessary documented work. Bradshaw arranged for Raymond Invernon, who had an existing license, to be Bay Construction's RMO. On November 19, 2014, Bradshaw wrote a letter to Gonzalez telling him that Invernon "must be engaged in 'direct supervision and control' of the work." On December 22, 2014, the CSLB issued Bay Construction a contractor's license. Gonzalez was listed on the license as CEO and President of Bay Construction.

¹⁰ The credit accounts were used for Bay Construction's operations and projects, including paying for items used to repair Gosey's home. Bradshaw's son, an employee of Bay Construction, used one of the company's credit accounts for personal purchases of approximately \$2,600. Bradshaw also used the same account to make a \$13 personal purchase. He repaid Bay Construction for both his and his son's charges.

In January 2015, another plumbing problem occurred. A sewage pipe burst at Gosey's house, requiring that the trust pay for emergency repairs and for Gosey's tenants to be temporarily relocated. Bay Construction did the repair work. Bradshaw's son began working for Bay Construction around this time.

G. Bradshaw Files First and Final Report and Account in Trust Case

On February 3, 2015, Bradshaw filed the First and Final Report and Account in the trust case covering December 5, 2013, through November 20, 2014, providing an itemization of the trust disbursements and assets for that period. On a form drafted by Robello, Bradshaw also stated, "During the period of the account, there was no relationship or affiliation between [Bradshaw] and any agent hired by [Bradshaw] during the accounting." On July 31, 2015, the court approved the accounting. Bradshaw requested a second time that the court terminate its supervision over the trust. The court did not grant Bradshaw's request, and, this time, Bradshaw appealed.¹¹

H. Bay Construction Hired for Repair Work

Bradshaw learned that the two-story spiral back staircase of Gosey's home was in disrepair. In June 2014, he obtained a permit to fix the stairs himself, and in January 2015, he hired Bay Construction to do the repairs. The Department of Building Inspection for the City and County of San

¹¹ On July 29, 2016, the appellate court reversed the trial court's ruling, finding that no basis existed for court supervision of the trust.

Francisco (DBI) rejected Bay Construction's initial plans for repair of the stairs and required the staircase to be completely replaced. The total cost of the replacement was \$48,909.20, which was paid by the Gosey Trust to Bay Construction. Patrick Kelley, a construction expert, testified that the work on the stairs was competently done, the stairs were code-compliant, and the cost of the stairs was reasonable. DBI approved the work on the stairs on March 30, 2015.

Bradshaw testified that, after an inspection, a pest control company determined in 2015 that the foundation of Gosey's home was crumbling, causing the house to shift. Lewis testified that her back door would no longer close. In July 2015, DBI issued a building permit for the foundation repair, which Bay Construction performed. Bradshaw authorized and paid Bay Construction \$70,793.36 from the Gosey Trust for the foundation repair work. DBI approved the work on September 2, 2015. Kelley testified that such a job would be difficult and time-consuming given that the old foundation had to be removed by hand before installing the new one and all the work was done in a very restricted space. He also stated that the cost was fair and reasonable and that the foundation work was competently done. Altogether, the parties stipulated that, between approximately January 26,

2015, and February 17, 2016, the Gosey Trust paid Bay Construction \$157,246.76 for its services.¹²

I. Bradshaw Obtains Second Reverse Mortgage

On July 19, 2016, Bradshaw filed a petition for a second reverse mortgage on Gosey's home, asserting that it was necessary because Gosey's monthly expenses exceeded her income by approximately \$7,644 each month, and her remaining funds would be exhausted in two to three months. Bradshaw requested a disbursement that would allow him to pay off the existing reverse mortgage and provide for an additional \$479,205.31 for Gosey's care and living expenses. In this petition, Bradshaw informed the court that funds received from the first reverse mortgage had been used to pay Gosey's monthly expenses and also for repairs to the property, which he specifically detailed.

After Bradshaw filed the petition for the second reverse mortgage, the court became aware of a relationship between Bradshaw and Bay Construction. On August 3, 2016, the court appointed Nancy Rasch to represent Gosey with respect to the conservatorship and the trust. On September 26, Rasch filed a declaration stating that she learned that Juan

¹² Other work done by Bay Construction on Gosey's property during this period included repair of termite damage, replacement of a water heater, toilet, shower plumbing and tile in Gosey's home, and repair of the tenants' bathroom plumbing, walls, and subfloor, along with other miscellaneous work. OCTC did not present any evidence to rebut the evidence presented by Bradshaw that the work Bay Construction performed was necessary, competently done, and reasonably priced.

Gonzalez was the principal of Bay Construction, Bradshaw was his attorney, and Bradshaw's son was working for Gonzalez. She believed that the lack of clarity and disclosure needed to be rectified to determine if the funds spent on Bay Construction work were reasonable. Rasch also stated that Bradshaw did not obtain additional bids for the non-emergency repairs, and she was unclear how Gonzalez became a licensed contractor.

On September 19, 2016, the court's probate examiner asked Bradshaw to submit a supplemental declaration explaining how the funds from the first reverse mortgage were depleted so quickly, including specific information about all repairs paid for with those funds. In response, Bradshaw submitted a first supplemental declaration on September 22. He stated that most of the funds from the reverse mortgage were used to pay for Gosey's care and necessary repairs to her home about which he provided more detail. Bradshaw also stated that he "called several contractors in an attempt to obtain bids to address the emergency repairs, but most of the contractors did not return my calls much less offer a bid."

Bradshaw filed a second supplemental declaration on September 26, 2016, providing detail about his relationship with Gonzalez. Bradshaw stated that he allowed Gonzalez to use his office as a "home base" for Bay Construction because Gonzalez was hard-working and "needed help getting a leg up." He stated that he prepared certain documents in order to help Gonzalez incorporate Bay Construction. He also reiterated that he had

contacted other contractors about bidding on repair work, but "rarely" got calls of interest back. Additionally, Bradshaw declared, "I have no relationship with Bay Construction or Mr. Gonzalez. I do not have, and never have had, a financial interest in Bay Construction or its construction projects." Bradshaw also disclosed that Gonzalez independently decided to hire Bradshaw's son.

In October 2016, the court authorized Bradshaw to obtain the second reverse mortgage on Gosey's home, in which the net proceeds were not to exceed \$250,000 and were to be used only for Gosey's care and living expenses. The court also required Bradshaw to provide monthly reports to Rasch explaining all expenditures from the second reverse mortgage proceeds. Approximately nine months later, Gosey passed away. Subsequently, on August 10, 2017, one of the beneficiaries to the Gosey Trust filed a petition that, inter alia, sought to have Bradshaw removed as the trustee. On January 25, 2018, the superior court removed Bradshaw as the trustee. *[Again, the facts recited here in the Statement of Facts, § A-I are verbatim from the RD 7/19 Order]*

CULPABILITY^{13,14}

¹³ Discussion and findings on culpability are quoted directly from the RD 9/23 Order on pp 11-27. As noted above, Bradshaw concedes the culpability found by the Review Department after its examination of the Superior Court and the Court of Appeal in its decisions.

¹⁴ The dismissal of count five (unlawfully acting as a contractor without a license) by the hearing judge was not challenged by OCTC in its 2018 appeal. In our 2019 opinion, we affirmed that dismissal for this count, which is not affected by the

OCTC has the burden to establish culpability by clear and convincing evidence. (Rules Proc. of State Bar, rule 5.103; *Conservatorship of Wendland* (2001) 26 Cal.4th 519, 552 [110 Cal.Rptr.2d 412, 28 P.3d 151] [clear and convincing evidence leaves no substantial doubt and is sufficiently strong to command unhesitating assent of every reasonable mind].) Even if a factual finding was made in a civil proceeding, that finding does not alter the "fundamental requirement that OCTC prove each element of a charged violation by clear and convincing evidence. [Citation.]" (*In re Kittrell* (Cal. Bar Ct., Oct. 26, 2000) 00 Cal. Daily Op. Serv. 8712.) The superior court's findings in the decision were made under the preponderance of the evidence standard.

Civil findings must be independently assessed under the more stringent standard of proof applicable to disciplinary proceedings. (*Maltaman, supra*, 43 Cal.3d at p. 947; *In Matter of Applicant A, supra*, 3 Cal. State Bar Ct. Rptr. at p. 324 [independently assess weight of civil findings under disciplinary standard of proof]; *In re Kittrell* (Cal. Bar Ct., Oct. 26, 2000) 00 Cal. Daily Op. Serv. 8712 [civil findings not given preclusive effect and must be assessed under clear and convincing standard].) Due to differences in applicable standards of proof, civil court findings are not binding on the

superior court's June 2019 amended decision, and thus we do not discuss this count any further in this opinion. RD 9/23 Order, pg. 3, fn. 3

State Bar Court for purposes of discipline.¹⁵ (In the *Matter of Lane* (Cal. Bar Ct., Mar. 14, 1994) 2 Cal. State Bar Ct. Rptr. 735, 745.) Further, in disciplinary matters, all reasonable doubts are resolved in favor of the attorney accused of misconduct. (*Himmel v. State Bar* (1971) 4 Cal.3d 786, 793–794 [94 Cal.Rptr. 825, 484 P.2d 993].) When equally reasonable inferences may be drawn from a proven fact, the inference which leads to no culpability will be accepted. (*Ibid.*)

On remand, we must consider the findings of the superior court and determine if they relate to the issues charged in the NDC and that were previously raised by the parties on review. (See In the *Matter of Kinney* (Cal. Bar Ct., Dec. 12, 2014) 5 Cal. State Bar Ct. Rptr. 360, 365 [State Bar Court may rely on court of appeal opinion for legal determinations if strong similarity to charged disciplinary conduct].) We must also compare the evidence, under which the superior court based its findings, to the evidence in our record. The record in the civil case may be different than the one in the instant disciplinary proceeding, and the purpose of the two matters are different. (*Most v. State Bar* (1967) 67 Cal.2d 589, 595 [63 Cal.Rptr. 265, 432 P.2d 953]; *In re Lais* (Cal. Bar Ct., Apr. 17, 2000) 00 Cal. Daily Op.

¹⁵ The appellate court reviewed the superior court's decision under the substantial evidence standard. Under substantial evidence review, the evidence is viewed in the light most favorable to the prevailing party, giving it the benefit of every reasonable inference and resolving all conflicts in its favor. (*Jessup Farms v. Baldwin* (1983) 33 Cal.3d 639, 660 [190 Cal.Rptr. 355, 660 P.2d 813].) The appellate court found that the superior court's decision to remove Bradshaw as the trustee of the Gosey Trust was supported by substantial evidence.

Serv. 3163 [purposes of disciplinary proceeding "quite different" from those of a civil proceeding].) Further, we cannot impose discipline for any violation not charged. (*Gendron v. State Bar* (1983) 35 Cal.3d 409, 420 [197 Cal.Rptr. 590, 673 P.2d 260]; *Hartford v. State Bar* (1990) 50 Cal.3d 1139, 1151–1152 [270 Cal.Rptr. 12, 791 P.2d 598].) As explained below, in due consideration of the superior court's decision and our case law, we find that Bradshaw made three misrepresentations through gross negligence in violation of Bus. & Prof. Code, § 6106.

**THE SEPTEMBER 20, 2023 OPINION AND ORDER OF THE
REVIEW DEPARTMENT FINDINGS ON CULPABILITY AS
ALLEGED IN THE FIRST AMENDED NOTICE OF
DISCIPLINARY PROCEEDINGS (“FANDC”)**

**A. Count One: Moral Turpitude-Scheme to Defraud (Bus. & Prof.
Code, § 6106)**

In our 2019 opinion, we dismissed count one with prejudice, finding that Bradshaw's actions did not amount to a scheme to defraud in violation of Bus. & Prof. Code, § 6106. Fraud was not alleged in the civil matter and the findings in the superior court decision do not impact our prior decision that OCTC did not prove by clear and convincing evidence that Bradshaw engaged in a scheme to defraud the trust.¹⁶ Accordingly, we affirm our

¹⁶ Thus, we reject OCTC's argument that "the totality of the superior court's findings,

dismissal of count one with prejudice. (In the *Matter of Kroff* (Cal. Bar Ct., Apr. 15, 1998) 3 Cal. State Bar Ct. Rptr. 838, 843 [dismissal of charges for want of proof after trial on merits is with prejudice].)

B. Count Two: Breach of Fiduciary Duty (§ 6068, subd. (a))

Count two alleged Bradshaw breached fiduciary duties owed to Gosey and the beneficiaries of the trust, in violation of section 6068, subdivision (a). Section 6068, subdivision (a), provides that it is the duty of an attorney to "support the Constitution and laws of the United States and of this state." Our 2019 opinion dismissed count two with prejudice based on OCTC's failure to prove culpability. We have considered the superior court's findings and "assess[ed] them independently under the more stringent standard of proof applicable to disciplinary proceedings. [Citations.]" (*Maltaman, supra*, 43 Cal.3d at p. 947.) As discussed in this section, we affirm our finding that there is no convincing proof to a reasonable certainty that Bradshaw is culpable under count two.

1. Hearing Judge's Decision

The hearing judge found that Bradshaw violated his duty of loyalty and duty to avoid conflicts of interest by hiring Bay Construction to perform work on Gosey's home. The judge noted that Bradshaw did not disclose his affiliation with Bay Construction or earnestly seek out and obtain bids from

affirmed by the Court of Appeal, support the hearing judge's original findings and conclusions of culpability" regarding this count.

licensed contractors,¹⁷ all while knowing that Raymond Invemon, the responsible managing officer (RMO) for Bay Construction, was not its work. Therefore, the judge found culpability under count two. OCTC supported this finding on review.

Count two of the NDC made several other allegations as to how Bradshaw violated section 6068, subdivision (a). These allegations included making misrepresentations to the court in the August 2013 petitions to become conservator, and were not addressed by the hearing judge in making the culpability determination for count two. In the original briefing on review, OCTC did not assert that these misrepresentations or the other allegations not addressed by the judge under count two were further evidence of culpability for this count.¹⁸ Therefore, OCTC has waived these issues on review. (Rules Proc. of State Bar, rule 5.152(C) [factual issues not raised in appellant's brief are waived]; *In the Matter of Jones* (Review Dept. 2022) 5 Cal. State Bar Ct. Rptr. 873, 885.)

2. 2019 Review Department Opinion

In our 2019 opinion, we found that Bradshaw did not breach his duty of loyalty or his duty to avoid conflicts of interest because the trust gave him

¹⁷ The hearing judge stated that it was "not credible or believable that no licensed contractors in San Francisco would provide Ms. Gosey with a written estimate, especially when [Bradshaw's] alleged attempts to obtain competitive estimates are considered in light of his self interest in Bay Construction."

¹⁸ As discussed *post* under count four, we do not find that the statements in the August 2013 petitions were misrepresentations in violation of § 6106.

the ability to self-deal as long as he did not act (1) in bad faith or (2) in disregard of the purposes of the trust. We found that Bradshaw met his fiduciary duties because he administered the trust for Gosey's benefit. The repairs were necessary to allow Gosey to stay in her home, as was her stated desire as indicated in the trust. The uncontroverted evidence at trial established that the work was of competent quality and done for fair market value. Our record also established that Bradshaw was not required to seek additional bids; thus, he did not breach any fiduciary duty by not "earnestly" seeking and obtaining multiple bids.¹⁹ Our record also showed that Bay Construction had a valid license from the Contractors State License Board (CSLB) and that the San Francisco Department of Building Inspection (DBI) approved the permits, inspected the work that was done, and approved the work.²⁰ In addition, we found that OCTC did not establish that Bradshaw was required to disclose his hiring of Bay Construction.

3. Superior Court Decision

At issue in the civil trial was whether Bradshaw breached the trust. The petitioner in the civil matter, trust beneficiary Delores Coleman, alleged that Bradshaw breached his statutory duties under the Probate Code, specifically the duty of loyalty and the duty to avoid self-dealing. The superior court

¹⁹ Three people besides Bradshaw (Albert Handelman, Nancy Rasch, and Jeremiah Raxter) testified in the Hearing Department trial that a trustee is not required to obtain competitive bids.

²⁰ It appears this evidence regarding permits and inspections was not before the superior court.

found that Bradshaw acted in bad faith and in disregard of the purposes of the trust because Bay Construction "had no credible contracting credentials," hired Bay Construction with "almost no effort" to obtain other bids, and did not disclose to Gosey or to the court his interest in Bay Construction.²¹ These findings are very similar to the findings of the hearing judge, and do not change our decision from our 2019 opinion that OCTC did not prove by clear and convincing evidence that Bradshaw violated his fiduciary duties under the trust.

a. Purpose of the Trust

The superior court found that Bay Construction was unqualified to do the work on Gosey's home, and Bradshaw knew of this fact, but hired Bay Construction anyway, which 'jeopardized the safety of the home and the health and welfare of its occupants.'" Therefore, the court found that Bradshaw did not satisfy the principal purpose of the trust-the care and maintenance of Gosey. We have evidence in our record that DBI approved the permitted work, including the work on the staircase and the foundation. The record in our disciplinary proceedings shows that Gosey and the occupants were never actually in jeopardy. Therefore, our finding that Bradshaw did not act in disregard of the purposes of the trust remains the

²¹ Because the superior court found that Bradshaw acted in bad faith and in disregard of the purposes of the trust, they found that he breached the trust and removed him as trustee. However, the superior court found that Coleman did not prove a basis for damages and no money damages were awarded as a result of the superior court decision.

same. (See *Maltaman, supra*, 43 Cal.3d at p. 947–948 [civil determination not followed to find culpability when additional evidence in disciplinary hearing conflicted with civil finding].)

b. Bad Faith

The superior court's finding that Bradshaw acted in bad faith hinges on his failure to disclose to Gosey or the court that he had an interest in Bay Construction and the work was being done by an "unqualified contractor." The superior court stated that a reasonably prudent person acting in good faith would not have put the trust in jeopardy by hiring an unqualified contractor without discussing the issues with the interested parties. As stated *ante*, we do not find that the trust was in actual jeopardy. The record in these proceedings established that Bradshaw had no duty to disclose under the trust or the Probate Code. Sheila Robello, a certified specialist in probate and trust law, who was hired by Bradshaw to represent him as the conservator and trustee, advised Bradshaw that he did not have to disclose his interest in Bay Construction, and, in reviewing the superior court decision and the appellate court opinion, there is nothing to suggest these courts considered this evidence. Further, the superior court stated, "By its plain terms, Paragraph VII(B)(5) authorizes self-dealing if certain conditions are met. *Those conditions do not include disclosure.*" (Italics added.) The requirement to inform Gosey or the probate court about Bradshaw's interest in Bay Construction was not established by clear and convincing evidence in these

disciplinary proceedings. Given our different record and our finding that disclosure was not required under the trust, the superior court's decision does not cause us to find that Bradshaw acted in bad faith in violation of the trust. (See *Maltaman, supra*, 43 Cal.3d at p. 947–948.)

4. Conclusion

For these reasons, we find that the superior court decision does not change our culpability determination. OCTC did not establish that Bradshaw violated his duty of loyalty and duty to avoid conflicts. The other allegations in count two of the NDC were waived on review. Accordingly, we affirm our dismissal of count two with prejudice. (*Matter of Kroff, supra*, 3 Cal. State Bar Ct. Rptr. at p. 843.)

C. Count Three: Moral Turpitude – Misappropriation (§ 6106)

Count three of the NOC alleged that Bradshaw misappropriated from the trust over \$150,000 in payments to Bay Construction in violation of section 6106. The hearing judge found that a misappropriation charge was not appropriate and dismissed count three with prejudice. In our 2019 opinion, we agreed that clear and convincing evidence to support a misappropriation charge did not exist in the record and dismissed count three with prejudice. Misappropriation was not at issue in the civil matter and no findings from it affect our previous dismissal. Therefore, we affirm our dismissal of count three with prejudice. (*Matter of Kroff, supra*, 3 Cal. State Bar Ct. Rptr. at p. 843.)

OCTC maintained in its briefing on remand that Bradshaw should be found culpable of misappropriation because he committed a "serious act of embezzlement." OCTC then stated at oral argument, without any support, that Bradshaw's "mark-up" amounted to misappropriation. These arguments are unmeritorious and we expressly reject them. As the superior court found, and even Coleman conceded in the probate litigation, the work performed by Bay Construction was at fair market value and of competent quality. We question why OCTC continues to make these claims considering the reasons the hearing judge articulated for the dismissal of this count and the superior court's findings.

D. Count Four: Moral Turpitude – Misrepresentation (§ 6106)

Count four alleged that Bradshaw made several misrepresentations in violation of section 6106.²² The hearing judge found culpability for three misrepresentations: (1) in petitions to be appointed as conservator in August 2013, Bradshaw stated that Gosey was removed from her home by Adult Protective Services (APS);²³ (2) on February 3, 2015, Bradshaw falsely stated in the First and Final Report and Account before the probate court that

²² Section 6106 provides that acts involving moral turpitude, dishonesty, or corruption constitute cause for attorney discipline.

²³ In our 2019 opinion, we found that the statements regarding APS did not amount to a violation of section 6106 given that the statements did not improve Bradshaw's chances of the petitions being granted and were not material to the issues before the probate court. APS and Bradshaw's statements regarding APS were not discussed in the superior court's decision. There is nothing in the superior court's decision that would cause us to change our finding. Therefore, we affirm our finding that the statements regarding APS did not rise to a violation of section 6106.

between December 2, 2013, and November 30, 2014, that no "relationship or affiliation" existed between Bradshaw and any agent hired by him; and (3) on September 26, 2016, Bradshaw falsely stated in a second supplemental declaration that he had no financial interest in Bay Construction.

In our first review, OCTC agreed with the hearing judge that Bradshaw made these three misrepresentations, but asserted that additional misrepresentations were proven: (1) on September 22, 2016, in the first supplemental declaration, Bradshaw stated he attempted to solicit bids from several contractors for the work; and (2) on September 20, 2017, in a declaration in support of his opposition in the superior court case, Bradshaw stated he had no financial or ownership interest in Bay Construction and that he took no funds from Gosey's trust. In our 2019 opinion and order, we found OCTC did not prove that any of these statements amounted to misrepresentations in violation of section 6106. The superior court, on page 25 of its amended decision, found that Bradshaw lied to the court when he (1) testified he had no financial interest in Bay Construction; (2) testified that Juan Gonzalez was *the* company principal when Bradshaw knew Gonzalez was *a* principal along with Bradshaw; (3) testified that Gonzalez hired Bradshaw's son and that he had no role in that decision; (4) suggested that Gonzalez prepared Bay Construction's bids when Bradshaw controlled the bidding process; (5) claimed that he sought competitive bids knowing that no one made any "substantial efforts" on this front; and (6) testified that Bay

Construction was licensed by the CSLB knowing "the purported license was a sham." These findings were the basis of the superior court's decision to remove Bradshaw as the trustee-the court found that a reasonably prudent person would have disclosed the "true facts" so that the probate court could accurately assess the expenditures.

1. Bradshaw's "Financial Interest" in Bay Construction

The superior court found that Bradshaw lied in his September 2016 declaration when he stated he "[does] not have, and never [has] had, a financial interest in Bay Construction." In these proceedings, the hearing judge found that it was a misrepresentation that Bradshaw stated he had no financial interest in Bay Construction in the September 26, 2016 second supplemental declaration. In our 2019 opinion, we did not find culpability for this statement based on the un rebutted testimony of Bradshaw's expert, Handelman, who stated that "financial interest" is not the same as "financial relationship," and Bradshaw was not required to disclose his connections to Bay Construction including the loans, bank account, and credit cards.

The superior court stated in the decision that Bradshaw did have "an interest in Bay Construction and it was substantial." The court found that Bradshaw was an unsecured creditor of Bay Construction, and the company owed Bradshaw tens of thousands of dollars; Bradshaw was a company principal; Bradshaw maintained significant control over the company, its resources, its employees, and the work it did; Bradshaw set Bay Construction's prices and controlled cash flow; and Bay

Construction's operations were substantially intertwined with the operations of Bradshaw's law firm.

After consideration of the superior court decision, we find that Bradshaw should have been more careful in his statements before the court. Bradshaw was petitioning for authorization to obtain another reverse mortgage to pay for Gosey's care and the repairs made on her home. The superior court found that a reasonably prudent person would have disclosed enough facts so that the court could accurately assess the expenditures. The court found that Bradshaw did not do so and, therefore, his statements were misrepresentations to the court. We do not know the exact testimony the superior court heard on this matter from Bradshaw or Handelman, or how it was weighed. The crux is that the superior court found that Bradshaw should have disclosed more facts regarding his relationship to Bay Construction. It was imprudent for Bradshaw to present information to the court in the way that he did. Based on the superior court's finding, we now find that Bradshaw violated section 6106 when he stated in the second supplemental declaration that he did not have a financial interest in Bay Construction.

However, based on our higher standard of proof, we cannot find that Bradshaw intended to mislead the court. Instead, we find that Bradshaw's actions amount to gross negligence under section 6106. (See *In the Matter of Moriarty* (Review Dept. 1999) 4 Cal. State Bar Ct. Rptr. 9, 15 [gross negligence is well-established basis for finding of moral turpitude].) The

unrebutted evidence in these disciplinary proceedings was that Bradshaw meant, by his statement, that (1) he did not have an ownership interest in the company and (2) he did not believe he had to report this interest in Bay Construction. Therefore, we find clear and convincing evidence that Bradshaw's statement in the second supplemental declaration, that he had no financial interest in Bay Construction, was a grossly negligent misrepresentation establishing culpability under count four. (*In the Matter of Maloney and Virsik* (Review Dept. 2005) 4 Cal. State Bar Ct. Rptr. 774, 786 [gross negligence sufficient for § 6106 moral turpitude violation for misrepresentation], citing *Moriarty, supra*, 99 Cal. Daily Op. Serv. 2312; *In the Matter of Wyrick* (Cal. Bar Ct., Apr. 6, 1992) 2 Cal. State Bar Ct. Rptr. 83, 90–91.)

The NDC also alleged Bradshaw made misrepresentations in violation of section 6106 when he stated in accountings to the probate court that he had no relationship or affiliation with any agent hired by him. The hearing judge found culpability for this statement in the February 3, 2015 First and Final Report and Account. In our 2019 opinion, we found no clear and convincing evidence of culpability. After consideration of the superior court's decision, we find that the February 3, 2015 statement was also a grossly negligent misrepresentation in violation of section 6106. The superior court did not address this statement; however, it found that Bradshaw should have disclosed more facts regarding his connections to Bay Construction. Like his statement in the second supplemental declaration, we find that Bradshaw did

not intend to deceive the court when he stated there was no relationship between him and any agent hired by him. However, he should have been more careful. Therefore, we also find culpability under count four for the February 3, 2015 statement.

In addition, the superior court did not discuss the September 20, 2017 Opposition and Response to Allegations of Dolores Coleman's Petition (2017 Opposition and Response), where Bradshaw stated he had no financial or ownership interest in Bay Construction.²⁴ OCTC argued on review that the hearing judge should have found culpability for stating that he had no financial or ownership interest in Bay Construction.²⁵ In our 2019 opinion, we found insufficient evidence in the record to support culpability. Based on the superior court decision, we now find that the 2017 Opposition and Response amounted to a grossly negligent misrepresentation in violation of section 6106, as he failed to provide the court with all of the relevant facts. Accordingly, we find additional culpability under count four.

2. Gonzalez was the Principal of Bay Construction

The superior court found that Bradshaw was a principal of Bay Construction. In the September 2016 second supplemental declaration before

²⁴ This pleading was prepared by Bradshaw's attorney and stated Bradshaw had no financial or ownership interest in Bay Construction. In an attached declaration, Bradshaw claimed only that he had never owned any interest in Bay Construction.

²⁵ OCTC's opening brief made the argument based solely on the declaration attached to the 2017 Opposition and Response. However, the charge in the NDC related to the full pleading, not just the declaration to the pleading.

the probate court, Bradshaw identified Gonzalez as "the principal" of Bay Construction. The superior court found that this statement inferred that "Gonzales was the *only* principal," and included it as a misstatement in its findings on page 25 of the decision. The court stated that Bradshaw made the statement "knowing that, at best, Gonzalez was *a principal along with Bradshaw.*" This statement was not alleged in the NDC nor raised by OCTC as a misrepresentation when it appealed the hearing judge's decision. Therefore, we cannot find culpability for this statement. (*Gendron, supra*, 35 Cal.3d at p. 420; *Hartford, supra*, 50 Cal.3d at p. 1151–1152.)

3. The Hiring of Bradshaw's Son and Bradshaw's Role in the Decision

The superior court also found as a misstatement that Bradshaw stated Gonzalez hired Bradshaw's son without Bradshaw having a role in the decision. Like the statement regarding Gonzales being "the principal" of Bay Construction, this statement about the hiring of Bradshaw's son was not alleged as a misrepresentation in the NDC and was not raised by OCTC on review as a misrepresentation under count four. Again, we cannot find culpability for a statement that was not alleged as misconduct.

4. Gonzalez Prepared Bids

Another misstatement found by the superior court was that Bradshaw suggested Gonzalez prepared the company bids for the Gosey work, knowing that he controlled the bidding process. In the second supplemental

declaration, Bradshaw stated that he allowed Gonzalez to use Bradshaw's office as a "home base" for Bay Construction, and that he allowed Gonzalez to "receive mail and phone calls, meet with clients, and prepare bids/invoices for his clients." This statement was also not alleged in the NDC as a misrepresentation or raised by OCTC on review as a request for additional culpability. No culpability can be found for this statement.

5. Bradshaw's Claim that He Sought Bids

In the September 22, 2016 first supplemental declaration, Bradshaw stated that he "called several contactors in an attempt to obtain bids to address the emergency repairs, but most of the contractors did not return my calls much less offer a bid." In the September 26, 2016 second supplemental declaration, Bradshaw stated, "As noted in my previous declaration, for many of those jobs I did call different contractors for quotes, but I rarely had calls back, and when I did the contractors were not interested in the job or my conservative price point." The superior court found Bradshaw's claim that he sought competitive bids, knowing that no one made any substantial efforts on this front, was a misstatement to the court.

On review, OCTC argued that the hearing judge should have found culpability for Bradshaw's statements in the first supplemental declaration that he attempted to solicit bids from several contractors. OCTC argued that Bradshaw provided no documentation or testimony to support the statement, and that, because the hearing judge found Bradshaw not credible when he

testified he called other contractors, we should find the statements to the probate court regarding obtaining bids to be misrepresentations.

We did not overrule the hearing judge's credibility finding in our 2019 opinion. Instead, we stated that lack of credibility does not necessarily lead to the conclusion that Bradshaw's statements were false. (See *Edmondson v. State Bar* (1981) 29 Cal.3d 339, 343 [172 Cal.Rptr. 899, 625 P.2d 812] [law is well-settled that rejection of testimony does not create affirmative evidence to contrary].) We found OCTC did not establish by clear and convincing evidence that the statements in the first supplemental declaration were false or otherwise amounted to misrepresentation under section 6106.

We do not change our finding from the 2019 opinion regarding culpability for statements in the declarations that Bradshaw sought bids. OCTC has not proven culpability by clear and convincing evidence. In addition, the superior court's finding supports a finding of no culpability because it suggests that Bradshaw made some attempt to obtain bids. Under the preponderance of the evidence standard used in the civil matter, the superior court stated Bradshaw's efforts were not "meaningful" and that he "made almost no effort to obtain any bids." We cannot find clear and convincing evidence, even by gross negligence, that Bradshaw violated section 6106 when he stated in the first supplemental declaration that he attempted to solicit bids from several contractors. Therefore, we affirm our

prior finding that sufficient evidence of misrepresentation for this statement does not appear in the record.

6. Bay Construction's License

The superior court found that it was a misstatement when Bradshaw said that Bay

Construction was licensed by the CSLB because he knew "the purported license was a sham." The superior court stated, "At no point did Bay Construction acquire credible contractor credentials and Bradshaw knew this." Bradshaw stated in the second supplemental declaration:

Juan Gonzalez's corporation Bay Construction was licensed by the CSLB through a qualifying individual acting as the responsible managing officer. The qualifying individual or "qualifier" was Raymond Invemon who is a licensed contractor. Mr. Invemon then obtained the bond to activate the license ¶ ... Under information and belief, the Bay Construction Inc.' s contractor license number is 999481. It is my understanding, based on a review of the California Contractor's License Board website's listing for Bay Construction's license, that Bay Construction received its license on December 22, 2014. It is my understanding that Bay Construction's license was rendered inactive in January 2016.

This statement was not alleged as a misrepresentation in the NDC and OCTC did not argue on review for additional culpability for this statement. Therefore, the superior court's finding regarding Bradshaw's statement that Bay Construction was licensed does not affect culpability under count four.

AGGRAVATION AND MITIGATION

Standard 1.5 of the Rules of Procedure of the State Bar, title IV, Standards for Attorney Sanctions for Professional Misconduct²⁶ requires OCTC to establish aggravating circumstances by clear and convincing evidence. Bradshaw bears the same burden to prove mitigation. (Std. 1.6.)

A. Aggravation

1. Prior Discipline (Std. 1.S(a))

The hearing judge assigned moderate weight in aggravation for Bradshaw's prior record of discipline—a private reproof. (State Bar Court No. 07-0-11540.) In 2009, Bradshaw stipulated to misconduct for failing to inform a client that he received a \$47,500 check, in violation of section 6068, subdivision (m). There were no aggravating circumstances, and he received mitigation for absence of prior discipline.

Bradshaw's misconduct occurred in 2006, and he received a private reproof in 2009. The misconduct was minimal, involving one client and one violation, and Bradshaw received the minimum discipline available for professional misconduct—a private reproof. His prior misconduct is different than his misconduct in the instant matter. For these reasons, we find that Bradshaw's prior discipline merits only minimal weight in aggravation. (*In the Matter of Hanson* (Cal. Bar Ct., Feb. 23, 1994) 2 Cal. State Bar Ct. Rptr.

²⁶ All further references to standards are to this source.

703, 713 [no significant weight in aggravation for private reproof involving minimal misconduct].)

2. Multiple Acts of Wrongdoing (Std. 1.S(b))

The hearing judge assigned moderate weight in aggravation for Bradshaw's multiple acts of wrongdoing. We have found that Bradshaw is culpable of three acts of grossly negligent misrepresentations to the court. (*In the Matter of Bach, supra*, 1 Cal. State Bar Ct. Rptr. at p. 646–647 [three instances of misconduct considered multiple acts].) These three statements were all similar in that they concerned his interest in Bay Construction. For this reason, we assign limited weight in aggravation.

3. Significant Harm (Std. 1.S(j))

The hearing judge found significant harm to the administration of justice, reasoning that Bradshaw's conduct necessitated the probate court appoint counsel for Gosey and investigate why the trust proceeds were so depleted. The judge assigned moderate weight in aggravation.

We have found harm to the administration of justice when an attorney wasted judicial time and resources by appearing at hearings only to make misrepresentations to a court. Combined with the attorney's harm to his clients, we determined the totality constituted significant aggravation. (*In the Matter of Reiss* (Cal. Bar Ct., Oct. 3, 2012) 5 Cal. State Bar Ct. Rptr. 206, 217.) We have also found aggravation for harm to the administration of justice when an attorney made last-minute continuances, without merit,

where some were intended to cause unnecessary delay. (*In the In the Matter of Moriarty* (Cal. Bar Ct., Apr. 20, 2017) 5 Cal. State Bar Ct. Rptr. 511, 526.) We found that these acts were a moderate aggravating circumstance. (*Ibid.*)

On review, we find that OCTC has not proven by clear and convincing evidence that Bradshaw's actions caused significant harm to the administration of justice. Bradshaw's misconduct did not result in the depletion of trust proceeds. As we found before, the work was necessary to keep Gosey in her home - the declared purpose of the trust. His grossly negligent misrepresentations did not harm his client and did not cause delay or waste judicial time and resources. Therefore, we do not assign aggravation under standard 1.5(i).

4. Indifference (Std. 1.S(k))

"Indifference toward rectification or atonement for the consequences of the misconduct" is an aggravating circumstance. (Std. 1.5(k).) While the law does not require false penitence, it does require an attorney to accept responsibility for wrongful acts and show some understanding of his culpability. (*In the In the Matter of Katz* (Cal. Bar Ct., May 21, 1991) 1 Cal. State Bar Ct. Rptr. 502, 511.) The hearing judge found that Bradshaw's lack of insight, little or no remorse, and general indifference toward rectification of or atonement for the consequences of his misconduct warranted significant consideration in aggravation. After his appeal of the civil matter and the remand from the Supreme Court, Bradshaw now expresses that he would

have done things differently. Considering Bradshaw's misconduct for grossly negligent misrepresentations and his defense in these proceedings, we find that his actions do not rise to indifference under standard 1.5(k), especially due to his admission regarding doing things differently.

5. High Level of Vulnerability of the Victim (Std. 1.S(n))

The hearing judge assigned substantial weight in aggravation because Gosey was a vulnerable victim, suffering from dementia and unable to care for herself or for her estate. The judge found that in her impaired state, Gosey was highly vulnerable to trustee misconduct. No evidence exists that Gosey was actually harmed from Bradshaw's grossly negligent misrepresentations to the court. Further, no evidence exists that he secured an unfair advantage by hiring Bay Construction or that he took advantage of Gosey. Bradshaw acted with Gosey's interests in mind, trying to keep costs down and to help her remain in her home. The work was done competently and at a fair price. Therefore, we do not assign aggravation under standard 1.5(n). (*In the Matter of Lingwood* (Cal. Bar Ct., Aug. 27, 2019) 5 Cal. State Bar Ct. Rptr. 660, 674–675 [no aggravation where vulnerable trust beneficiary suffered no damage]; see also *In the Matter of Johnson* (Cal. Bar Ct., Jan. 23, 1995) 3 Cal. State Bar Ct. Rptr. 233, 244 [attorney exploited vulnerable client to client's detriment].)

B. Mitigation

1. Good Character (Std. 1.6(f))

"Extraordinary good character attested to by a wide range of references in the legal and general communities, who are aware of the full extent of the misconduct" is a mitigating factor. (Std. 1.6(t).) The hearing judge assigned moderate weight in mitigation for Bradshaw's moral character evidence. Bradshaw argued that additional weight should be given to this mitigating circumstance.

Seven witnesses testified regarding Bradshaw's good character; all were aware of the charges against Bradshaw and many knew him for a substantial period of time. They testified that Bradshaw is honest, trustworthy, and is a person with integrity. We give serious consideration to the testimony of attorney Clinton Woods and Ernest Goldsmith, a retired superior court judge.²⁷ (*In the Matter of Brown* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 303, 319 [attorneys have strong interest in maintaining honest administration of justice].)

Judge Goldsmith stated he could trust Bradshaw's pleadings-they were accurate and honest. However, Judge Goldsmith stated his opinion would

²⁷ The hearing judge gave limited weight to Judge Goldsmith's testimony and the testimony of Janice Chuakay because "they only have personal knowledge about [Bradshaw's] performance of his duties as a lawyer but no personal knowledge about any other aspect of his character." The standard does not require each reference to testify about a respondent's character in both the legal and general communities. The standard requires references from both communities. Therefore, we do not discount the testimony of these witnesses as the judge did.

change depending on the culpability found, which reduces the effect of his testimony.²⁸ Bradshaw's witnesses were comprised of people who knew Bradshaw as a friend and his reputation in the general community and people who knew Bradshaw's work and reputation in the legal community. We find that Bradshaw has presented evidence of good character and affirm moderate weight in mitigation. (See *In the Matter of Davis* (Review Dept. 2003) 4 Cal. State Bar Ct. Rptr. 576, 591-592 [no extraordinary showing of good character, nevertheless, received mitigation for three good character witnesses who had long-standing familiarity with respondent and broad knowledge of good character, work habits, and professional skills].)

2. Cooperation (Std. 1.6(e))

Mitigation includes "spontaneous candor and cooperation displayed to the victims of the misconduct or to the State Bar." (Std. 1.6(e).) The hearing judge assigned modest mitigation for Bradshaw's stipulation to facts and the authenticity of some trial exhibits. Bradshaw argued that he should be given more weight for cooperation because of the volume of the documents agreed to and the agreement to certain facts. Even with the stipulation, trial lasted several days, seemingly not conserving judicial time and resources for a case involving only one client matter and five counts of misconduct. (See *In the*

²⁸ The judge stated he would have a negative reaction if he found out Bradshaw was self-dealing or had violated a law or statute. He was not specifically asked about his opinion regarding culpability for grossly negligent misrepresentations to the court regarding Bradshaw's interest in Bay Construction.

In the Matter of Chavez (Cal. Bar Ct., Feb. 23, 2021) 5 Cal. State Bar Ct. Rptr. 783, 792 [substantial mitigation for stipulating to facts that formed basis of culpability and conserving judicial time and resources].) Bradshaw has not proven that more weight in mitigation is warranted for this circumstance. We affirm the judge's finding of modest mitigation under standard 1.6(e).

DISCUSSION²⁹

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. While they are guidelines for discipline and are not mandatory, we give them great weight to promote consistency. (*In re Silverton* (2005) 36 Cal.4th 81, 91–92 [29 Cal.Rptr.3d 766, 113 P.3d 556].) The Supreme Court has instructed us to follow the standards "whenever possible." (*In re Young* (1989) 49 Cal.3d 257, 267 [261 Cal.Rptr. 59, 776 P.2d 1021].) We also look to comparable case law for guidance. (See *Snyder v. State Bar* (1990) 49 Cal.3d 1302, 1310–1311 [265 Cal.Rptr. 429, 783 P.2d 1146].)

The standards provide for a range of discipline from actual suspension to disbarment for a grossly negligent misrepresentation. (Std. 2.11.) "The

²⁹ Mr. Bradshaw agrees with the analysis of the Review Department and sets it out here, verbatim, for the convenience of the Court.

degree of sanction depends on the magnitude of the misconduct; the extent to which the misconduct harmed or misled the victim, which may include the adjudicator; the impact on the administration of justice, if any; and the extent to which the misconduct related to the practice of law." (*Ibid.*) Bradshaw's grossly negligent misrepresentations involved one client matter and no harm to the victim. The misrepresentations had some harm to the administration of justice, as the superior court determined that Bradshaw should have been more forthcoming in his statements to the court.

However, the magnitude of Bradshaw's misconduct supports discipline of an actual suspension, rather than disbarment, under standard 2.11. (Cf. *In re Moriarty* (Cal. Bar Ct., Mar. 23, 1999) 99 Cal. Daily Op. Serv. 2312 [disbarment warranted where misconduct was in six client matters, wide-ranging and "most serious" with significant harm to the administration of justice].) Standard 1.8(a) also applies and calls for progressive discipline based on Bradshaw's prior private reproof.³⁰

Looking to case law, *In the Matter of Downey* (Review Dept. 2009) 5 Cal. State Bar Ct. Rptr. 151, *as modified* (Oct. 21, 2009) provides some guidance. Downey filed a complaint and signed a verification on behalf of his clients attesting they were absent from Los Angeles County, when this was not true. We found that this was a grossly negligent misrepresentation—a section 6106

³⁰ We do not agree with Bradshaw that his prior discipline was so remote in time or not serious enough that imposing greater discipline would be manifestly unjust.

moral turpitude violation.³¹ His mitigation for good character evidence and cooperation was limited. The aggravating circumstances were serious: he had a prior record of discipline including a four-month actual suspension, and he twice concealed that the verification was in error. Following progressive discipline, we found that a 150-day actual suspension was appropriate discipline. (*Id.* at p. 157–158.) The magnitude and type of misconduct in Downey is similar to the instant matter. The main difference between the two is that Downey's prior discipline involved a four-month actual suspension, while Bradshaw has received only a private reproof. Downey instructs that actual suspension is appropriate and that progressive discipline should be considered.

In the *In the Matter of Farrell* (Cal. Bar Ct., May 20, 1991) 1 Cal. State Bar Ct. Rptr. 490 is also instructive as it involves misrepresentation in violation of section 6106 where an attorney falsely told a municipal court judge that he had subpoenaed a witness and misled a judge.³² Farrell received aggravation for his prior record of discipline including a 90-day actual suspension. He received some mitigation for his belief that a subpoena had

³¹ Downey was also culpable of a violation of section 6068, subdivision (j), for failing to notify the State Bar when he moved his office.

³² Farrell was also culpable of failing to cooperate with the disciplinary investigation.

been prepared and sent out for service. Based on progressive discipline, we found that a six-month actual suspension was appropriate.³³

Even though Bradshaw believed he did not have to make certain disclosures to the superior court, moral character includes candor and respect for the judicial process. (*In re Lesansky* (2001) 25 Cal.4th 11, 15 [104 Cal.Rptr.2d 409, 17 P.3d 764], *as modified* (Mar. 28, 2001).) "Honesty in dealing with the courts is of paramount importance" and is a serious offense regardless of motive. (*Paine v. State Bar of Cal.* (1939) 14 Cal.2d 150, 154 [93 P.2d 103] [six-month suspension for making false allegations in petition to probate court].) The superior court found that Bradshaw did not display candor by failing to fully disclose his relationship with the construction company doing work for the trust that Bradshaw administered.

We take seriously an attorney's duty of candor in the administration of justice. However, no harm resulted to the client or the trust, and the superior court did not award damages against Bradshaw and concluded that the work was done competently and at fair market value. The petitioner was only granted her request that Bradshaw be removed as the trustee. Finally, we emphasize that Bradshaw achieved the declared purpose of the trust-to keep Gosey in her home. Given Bradshaw's three separate misrepresentations to

³³ *Matter of Wyrick* (Cal. Bar Ct., Apr. 6, 1992) 2 Cal. State Bar Ct. Rptr. 83 also provides some guidance as it is a case involving a section 6106 violation resulting in a six-month actual suspension. Wyrick concealed being under interim suspension when he applied to the Sacramento County Superior Court arbitration program.

the superior court in one client matter, and also considering the standards, the facts, and comparable case law, we find that a six-month actual suspension is appropriate to protect the public, the courts, and the standards of the profession.

Bradshaw has been enrolled involuntary inactive pursuant to Bus. & Prof. Code, § 6007, subdivision (c)(4), since February 27, 2020. Bradshaw was also enrolled involuntary inactive in this case from September 2, 2018, until July 30, 2019, when we initially dismissed the proceeding. Hence, Bradshaw has already spent over four years as not entitled to practice law in relation to this case. We recommend that Bradshaw be given credit for the period of his inactive enrollment toward the six-month period of actual suspension that we have recommended. (*In the Matter of Torres* (Review Dept. 2000) 4 Cal. State Bar Ct. Rptr. 138, 143.)

THE DISSENT

Judge Ribas' dissent is thoroughly addressed in Judge McGill's Rebuttal to which Mr. Bradshaw has nothing to add.

WHY ACCEPT THE CULPABILITY FINDINGS IN THE REVIEW DEPARTMENT'S SEPTEMBER 2023 OPINION AND ORDER WHEN THE NOTICE OF DISCIPLINARY CHARGES WAS FILED IN 2017?

Paragraph 29 of the Notice of Disciplinary Charges falsely alleged:
“Between approximately January 23, 2015 and February 18, 2016,

respondent paid Bay Construction \$157,246.76 from Gosey's trust. From those funds, Respondent financed construction on respondent's personal residence." Paragraph 27 of the First Amended Notice of Disciplinary Charges falsely alleged: "Between approximately January 23, 2015 and February 18, 2016, respondent paid Bay Construction \$157,246.76 from Gosey's trust. From those funds, Respondent financed construction on respondent's personal residence."

In the probate matter, a remainder beneficiary to Ms. Gosey's trust filed a petition against Bradshaw in the probate court where she falsely alleged, under *penalty of perjury*, at ¶ 19. "Petitioner is informed and believes that Drexel Bradshaw [and another] conspired to enter a scheme to defraud the trust of a substantial amount of money (at the time of this filing it has been discovered that at least \$160,037.13 has been removed) under the ruse that the trust property needed repairs." She even further alleged, under penalty of perjury, "Petitioner has visited the property and states that little to no repairs have been made to the property."

The embezzlement claim persists. Even after the Hearing Department found no misappropriation,

"OCTC maintained in its briefing on remand that Bradshaw should be found culpable of misappropriation because he committed a "serious act of embezzlement." OCTC then stated at oral argument, without any support, that Bradshaw's "mark-up" amounted to misappropriation. These arguments are

unmeritorious and we expressly reject them. As the superior court found, and even Coleman conceded in the probate litigation, the work performed by Bay Construction was at fair market value and of competent quality. We question why OCTC continues to make these claims considering the reasons the hearing judge articulated for the dismissal of this count and the superior court's findings.”

RD 9/23 Order, pp. 9-10.

Having been falsely accused of embezzlement throughout, Bradshaw was left with no choice but to vigorously defend these scandalous allegations.

CONCLUSION

Review should be denied. Mr. Bradshaw respectfully urges this Court to adopt the Recommendations of the Review Department in the September 20, 2023 Decision.

Dated: March 13, 2024

Respectfully submitted,



Drexel A. Bradshaw
Respondent/Appellant

Document received by the CA Supreme Court.

CERTIFICATE OF WORD COUNT

Pursuant to rule 8.204(c) of the California Rules of Court, I hereby certify that this brief contains 17,085 words, including footnotes. In making this certification, I have relied on the word count of the computer program used to prepare the brief.

Dated: March 13, 2024

Respectfully submitted,



Drexel A. Bradshaw
Respondent/Appellant

Document received by the CA Supreme Court.