



STATE BAR COURT OF CALIFORNIA

1149 S. HILL STREET, 5TH FLOOR, LOS ANGELES, CALIFORNIA 90015-2299

CHARLES NETTLES

Deputy Court Clerk

(213) 765-1413

chuck.nettles@calbar.ca.gov

October 2, 2009

In re: Case No: 83-O-12178, In the Matter of Robert D. Rentzer.

Enclosed please find copies of the documents you requested in the above-referenced matter.

I acknowledge the receipt of your check (No. 5070). I have below provided a complete itemization of the charges to you for the requested copies:

Files retrieved @ \$3.00 per file	\$	0.00
50 Pages photocopied @ \$0.50 per page	\$	25.00
Mandatory certification fee	\$	1.00
Subtotal	\$	26.00
Payment received	\$	26.00
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Refund*	\$	

Very truly yours,

Charles Nettles
Deputy Court Clerk
State Bar Court

* Please note that refunds are sent under separate cover by the Financial Department of the State Bar of California. Please allow six to eight weeks for receipt.

S011019

SUPREME COURT
FILED

OCT 11 1989

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

Robert Wandruff Clerk

IN BANK

DEPUTY

IN THE MATTER OF THE SUSPENSION OF ROBERT DENNIS RENTZER

A MEMBER OF THE STATE BAR OF CALIFORNIA

It is ordered that Robert Dennis Rentzer be suspended from the practice of law for one year, that execution of suspension be stayed, and that he be placed on probation for two years on condition that he be actually suspended for 30 days and comply with the other conditions of probation adopted by the Review Department at its April 6, 1989 meeting. It is further ordered that he take and pass the Professional Responsibility Examination within one year after the effective date of this order. (See Segretti v. State Bar (1976) 15 Cal.3d 878, 891, fn. 8.) This order is effective upon finality of this decision in this Court. (See Cal. Rules of Court, rule 24(a).)

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

Witness my hand and the seal of the Court this

day of OCT 11 1989 A.D. 19

By

Clerk

Henrietta A. Cruz
Deputy Clerk

Ray S. Laker
Chief Justice

PUBLIC MATTER

FILED

STATE BAR COURT

THE STATE BAR OF CALIFORNIA

REVIEW DEPARTMENT

APR 18 1989

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

I, Judy Duffield, hereby certify that I am Clerk of the State Bar Court, and that as such, I am the custodian of all records and files of the State Bar Court, and that the following is a full, true and correct copy of a resolution or resolutions adopted as the decision of the Review Department on April 6, 1989, insofar as it relates to the following proceeding:

83-O-12178 - In the Matter of Robert Rentzer

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

RESOLVED that the order of the Referee filed November 1, 1988, in the above-entitled matter, approving stipulation as to facts and disposition is hereby adopted.

Voting Yes: Referees Davis, Dean, Kirkham, Mitchell, Schafer, Walenta, Whelan and McElhinny (Assistant Presiding Referee McElhinny and Referee Walenta each so voting to adopt the stipulation based on the difficulty of proof if the matter were tried, but urging the Supreme Court to examine the degree of discipline recommended closely for adequacy.)

Voting No: Referees Azevedo, Boyle, Katsky, Lawson, Thompson, and Vogt (each so voting on the ground that the degree of discipline recommended is insufficient.)

Dated April 18, 1989

Judy Duffield
Judy Duffield, Clerk
of the State Bar Court

DECLARATION OF SERVICE

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

MINUTES OF THE REVIEW DEPARTMENT MEETING

in a sealed envelope as follows:

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

Robert Rentzer, Esq.
Rentzer & Rentzer
Suite 201
17327 Ventura Boulevard
Encino, CA 91316

Gert Hirschberg, Esq.
Suite 1300
201 North Figueroa Street
Los Angeles, CA 90012

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

Djinna Gochis, Attorney at Law

Dated: July 7, 1989

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



Charles Nettles
Administrative Assistant
Effectuations Unit
Office of the State Bar Court



THE STATE BAR OF CALIFORNIA

OFFICE OF STATE BAR COURT

Director, STUART A. FORSYTH

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

(213) 689-6200

PERSONAL AND CONFIDENTIAL

NOTICE ACCOMPANYING SERVICE OF STIPULATION AS TO FACTS AND DISPOSITION AND ORDER APPROVING SAME IN

CASE NUMBER 83-O-12178 (87-O-411A) IN THE MATTER OF Robert Rentzer, Esq.

Enclosed is a copy of the Stipulation As To Facts and Disposition entered into in the above-numbered matter pursuant to Rules 405 and 406 of the Rules of Procedure of the State Bar, a copy of the Order Approving Stipulation filed pursuant to Rules 407 and 408 of said Rules. Also enclosed is a copy of Rules 405-408, Rules of Procedure of the State Bar.

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

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

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


DECLARATION OF SERVICE

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

In a facility regularly maintained by the United States Postal Service with postage thereon fully prepaid addressed to:
Robert Rentzer, Esq., RENTZER & RENTZER, 17327 Ventura Blvd., Suite 201, Encino, CA 91316
Gert Hirschberg, Esq., 201 N. Figueroa Street, Suite 1300, Los Angeles, CA 90012
Djinna Gochis, Attorney-at-Law, State Bar of California, 1230 W. 3rd Street, Los Angeles, 90012

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

I declare under penalty of perjury at Los Angeles, California, that the foregoing is true and correct. Dated, this 1st day of November 1988.


Victor Thrash, Deputy Court Clerk

Copy of this Notice to: Hearing Panel

PUBLIC MATTER

OFFICE OF TRIAL COUNSEL
STATE BAR OF CALIFORNIA
DJINNA M. GOCHIS, #108360
Attorney at Law
1230 West Third Street
Los Angeles, California 90017
213/482-8220

FILED

NOV 01 1988

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

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

In the Matter of) 83-0-12178
) (87-0-41 LA)
ROBERT D. RENTZER, NO. 39822)
) ORDER APPROVING STIPULATION
A Member of the State Bar.) AS TO FACTS AND DISCIPLINE

Pursuant to Rules 405 through 408 of the Rules of
Procedure of the State Bar of California, the Attached
Stipulation of Facts and Discipline, by and among the STATE BAR
OF CALIFORNIA, through its Examiner, DJINNA GOCHIS, Respondent,
ROBERT D. RENTZER AND, GERT K. HIRSCHBERG, his attorney, was
submitted. Said Stipulation has been approved by the parties
and by Assistant Chief Trial Counsel, RICHARD HARKER.

Having examined the stated facts, the apparent fairness
of the Stipulation as to Facts and Discipline,

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1
2 ACCORDINGLY, IT IS ORDERED that said Stipulation is approved
3 as to the Facts and Discipline set forth herein.
4

5
6 DATED: 10-28-88


Referee, State Bar Court
David E. Perrine

PUBLIC MATTER

FILED

NOV 01 1988

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

OFFICE OF TRIAL COUNSEL
STATE BAR OF CALIFORNIA
DJINNA GOCHIS, NO. 108360
Attorney at Law
1230 West Third Street
Los Angeles, California 90017
213/482-8220

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

In the Matter of)	CASE NO. 83-0-12178
)	(Former No. 87-0-41 LA)
ROBERT D. RENTZER, NO. 39822)	STIPULATION AS TO FACTS
)	AND DISCIPLINE PURSUANT
A Member of the State Bar.)	TO RULES 405 through 408
)	RULES OF PROCEDURE OF
)	THE STATE BAR

IT IS HEREBY STIPULATED by and between THE STATE BAR OF CALIFORNIA, through its Examiner, DJINNA GOCHIS, and Robert D. Rentzer, Respondent, (hereinafter "Respondent") and the Respondent's Attorney, GERT K. HIRSCHBERG, ESQ., in accordance with Rules 405 through 408 of the Rules of Procedure of the State Bar of California as follows:

1. THE FORMAL PROCEEDING INVOLVED

This formal proceeding was commenced on or about January 30, 1987, by the issuance of a NOTICE TO SHOW CAUSE against the Respondent. On February 2, 1987, Respondent was served with a copy of said Notice. On or about February 20, 1987, Respondent served an Answer to the Notice to Show Cause. A Mandatory Settlement Conference was held on June 15 and July 2, 1987.

1 On or about January 27, 1988, a Stipulation of Facts and
2 Discipline was filed by the parties, recommending, inter alia,
3 that the Respondent be suspended from the practice of law for
4 six (6) months, that the execution of the Order be stayed, that
5 the Respondent be placed on probation for one (1) year, that the
6 Respondent make a refund of monies to his clients and other
7 attendant conditions.

8 On April 26, 1988, the parties were informed of the intent
9 of the Review Department to reject the Stipulation on the basis
10 of insufficient discipline, and inviting the parties to provide
11 a modified or amended Stipulation. The parties thereafter
12 initiated a discussion (written) of a possible revised
13 Stipulation. Respondent's counsel informed State Bar Court of
14 this exploration.

15 On August 2, 1988, the Review Department did, in fact,
16 reject the Stipulation.

17 It is now the intention of the State Bar and the Respondent
18 to dispose of all the issues raised in the Notice to Show Cause
19 pursuant to the terms of this Stipulation and in accordance with
20 Rules 405 through 408 of the State Bar Rules of Procedure and
21 to modify the prior Stipulation with regard to the level of
22 discipline. The parties stipulate that this matter may be
23 determined by a one member Hearing Panel pursuant to Rule 558 of
24 the State Bar Rules of Procedure. It is understood and
25 acknowledged by the parties to the Stipulation that:

26 A. Stipulations as to proposed discipline are not binding
27 upon the California Supreme Court; and

28 / / /

1 B. Stipulations as to Facts and Disposition are not
2 effective until approved by a Referee or Hearing Panel and
3 adopted by the Review Department, and may be disapproved or
4 rejected by the Referee or Hearing Panel, or by the Review
5 Department.

6 II. STATEMENTS OF FACTS OR OMISSIONS OF RESPONDENT WHICH ARE
7 ADMITTED BY AND ACKNOWLEDGED BY THE RESPONDENT AS CAUSE OR
8 CAUSES FOR DISCIPLINE.

9 1. On or about February 27, 1983, Vincent Norwood and
10 Arnold Martinez were involved in an automobile accident.
11 Mr. Norwood was the driver of the vehicle and Mr. Martinez was
12 the passenger.

13 2. On or about February 18, 1983, Mr. Norwood and
14 Mr. Martinez consulted Respondent's office in order to hire the
15 Respondent to represent them for damages arising out of the
16 accident.

17 3. They were interviewed either by a Mr. Tschan of
18 Respondent's office, or by Debbie Pick of Respondent's office or
19 by the Respondent's then office manager, Julius Jerry Pearlman.
20 At the interview, they were each given the Respondent's office
21 Retainer agreement, which Respondent himself had inartfully
22 drafted, and was using at that time.

23 4. In pertinent part, the Retainer Agreement provided for
24 the following:

25 "It is understood and agreed that Attorney may employ
26 investigators, both licensed and unlicensed, at his
27 sole discretion and that such persons may have
28 multiple assignments from Attorney in unrelated
matters, to be handled concurrently and
simultaneously. Such being the case it is difficult,
it (sic) not impossible, to accurately assess the

1 individual costs per client when Attorney pays said
2 investigators and, therefore, Attorney shall charge an
3 investigative fee to client's case of not less than
\$250.00, regardless of the sum actually paid to such
investigator...

4 Attorney shall receive as a fee 40% of the total
5 settlement amount, regardless of the manner or form,
6 if suit is not filed, or 40% thereof if suit is
commenced, or 50% therefore if appeal is perfected
after judgment...

7 Attorney may retain his share in full out of the
8 amount finally collected by suit or settlement or
9 judgment for services, and as additional compensation,
10 Attorney shall have the right to negotiate all medical
bills, with doctors, hospitals or other treating
agencies and may retain all sums waived by such
entities...

11 No substitution of Attorney shall be made, except as
12 herein provided for, without Attorney's consent,
13 except for his breach hereof, or his misconduct,
14 incapacity or negligence. In the event of any
15 substitution, Attorney shall be and automatically is
16 granted a lien upon Client's cause of action for the
agreed reasonable value of services in the stipulated
amount of \$150.00 per hour, or for 40% of any offer
of settlement made by or on behalf of the adverse
party prior to such substitution, whichever is
greater..."

17 (A copy of the complete Retainer Agreement is attached and
18 is marked Exhibit "1" and is incorporated herein as if fully set
19 forth).

20 5. Mr. Norwood and Mr. Martinez each signed the Retainer
21 Agreement. They did not meet with Respondent at that time or
22 any time during the course of their representation by
23 respondent's office.

24 6. Although it was the Respondent's implicit office
25 policy that his staff were to have prospective clients read the
26 Retainer Agreement and to provide the opportunity for the
27 clients to ask any questions they might have, since the
28 Respondent did not meet these two clients, he does not know

1 whether this policy was followed in the office's dealings with
2 Mr. Norwood and Mr. Martinez. It was not, however, Respondent's
3 policy, in any case, to point out to prospective clients any
4 specific term or terms of the Retainer Agreement, or to explain
5 the meaning thereof, unless asked.

6 7. At the time Mr. Norwood and Mr. Martinez sought
7 representation from Respondent's office, Respondent's office
8 manager, Mr. Pearlman, was also the business manager of the
9 Sepulveda Family Medical Clinic. Mr. Norwood and Mr. Martinez
10 were referred to the Sepulveda Family Medical Clinic either by
11 Mr. Pearlman or Mr. Tschan. Respondent's office had a lien
12 agreement with Sepulveda Family Medical Clinic that the law
13 office would honor liens presented by the clinic (signed by
14 Respondent's clients).

15 8. Mr. Norwood was referred to Thrifty Rent-A-Car.
16 Although Respondent's office had no relationship with a specific
17 rental car agency as it did with the medical clinic, Mr.
18 Pearlman scouted several agencies that would provide a vehicle
19 to Respondent's clients on a lien basis. Thrifty Rent-A-Car did
20 so for several of his clients.

21 9. In or about August, 1983, Mr. Norwood's case was
22 settled for the sum of \$12,000.00.

23 10. Based upon the percentage outlined in the Respondent's
24 Retainer Agreement, Respondent's contingency fee was \$4,800.00.
25 The medical bill of the Sepulveda Family Medical Clinic was
26 \$4,757.26. The car rental bill was \$3,165.00. The investigator
27 fee was \$750.00. The total of fees, costs, including

28 / / /

1 investigators, and specials was \$13,472.26, which exceeded the
2 settlement of \$12,000.00.

3 11. In or about June, 1983, Thrifty Rent--A-Car began
4 demanding the payment of some \$15,000 in liens for car rentals
5 of clients of the Respondent's office, including the \$3,165.00
6 bill of Mr. Norwood. According to Respondent they threatened to
7 sue Respondent's clients. Respondent's office, by Mr. Pearlman,
8 but with Respondent's ratification, purchased/acquired these
9 accounts by paying Thrifty the discounted sum of \$12,500.00.
10 Respondent thereby acquired an interest which was adverse to Mr.
11 Norwood, whose case had not at that time yet settled. Neither
12 the Respondent, nor Mr. Pearlman, his employee, informed Mr.
13 Norwood of the acquisition in writing, nor did they suggest that
14 Mr. Norwood should seek independent counsel or secure Mr.
15 Norwood's consent to the acquisition of this adverse interest.

16 12. In or about August, 1983, Mr. Martinez' case was
17 settled for the sum of \$8,000.00.

18 13. Based upon the percentages outlined in the
19 Respondent's Retainer Agreement, Respondent's contingency fee
20 was \$3,200.00. The medical bill of the Sepulveda Family Medical
21 Clinic was \$3,015.00. The investigator fee was \$750.00. The
22 total of fees, costs including investigator and specials was
23 \$6,965.00, which entitled Mr. Martinez to the sum of \$1,035.00.

24 14. However, in or about August, 1983, the same month as
25 the Norwood/Martinez case was settled, Mr. Pearlman reduced the
26 sum of the medical bills Respondent was obligated to pay on
27 behalf of each client for services rendered by the Sepulveda
28 Family Medical Clinic. Mr. Norwood's bill was reduced from

1 \$4,757.50 to \$784.00. Mr Martinez' bill was reduced from
2 \$3,015.00 to \$1,000.00. According to the Retainer Agreement
3 drafted by the Respondent, the sums waived by the Sepulveda
4 Family Medical Clinic, \$3,973.00 in the case of Mr Norwood, and
5 \$2,015.00 in the case of Mr. Martinez, were maintained as
6 additional compensation by the Respondent's office. Thus,
7 Respondent's office recovered total compensation in the Norwood
8 case of approximately \$8,773.00 out of a \$12,000.00 settlement,
9 and \$5,215.00 out of \$8,000.00 in the Norwood case.

10 15. Both Mr. Norwood and Mr. Martinez met with Mr.
11 Pearlman after the case was settled. Mr. Martinez received the
12 sum of \$1,035.00. Mr. Norwood received the sum of \$1,000
13 although the expenses on Mr. Norwood's case apparently exceeded
14 the total settlement.

15 16. Although Respondent was not present, he asserts he was
16 under the impression (acquired from Mr. Pearlman) that both
17 clients were given a clear verbal explanation of the written
18 breakdown of the respective settlements, (a copy of the undated
19 handwritten breakdown for Mr. Norwood and Mr. Martinez are
20 attached and marked Exhibit "2" and "3" and incorporated herein
21 as if fully set forth), that they were apprised from the
22 beginning and were aware of Mr. Pearlman's relationship with the
23 Sepulveda Family Medical Clinic, that they had been apprised of
24 the reductions of the medical bills, and that it was understood
25 that amounts waived would be retained by the Respondent's office
26 as reflected in the retainer. Respondent, during this period,
27 relied almost exclusively on Mr. Pearlman, and upon his

28 / / /

1 representations as to the conduct of the case. Such reliance
2 upon Mr. Pearlman was misplaced.

3 17. In December, 1983, Vincent Norwood complained to the
4 State Bar substantially as follows: that at the time his case
5 was settled he had signed papers given to him by Mr. Pearlman,
6 without reading them. He thought that he could trust
7 Mr. Pearlman since Mr. Pearlman worked for Respondent's office.
8 Mr. Norwood further complained that he had received a collection
9 notice for his medical lien of \$4,757.50 which he thought had
10 been paid through his attorney's office, and that this had
11 raised his suspicions. He contacted the Respondent's office and
12 requested an accounting breakdown. He said that he did not
13 know, in fact, either the total of the settlement, or how much
14 Respondent's office had received. He complained to the Bar
15 because he had not gotten a response from the Respondent's
16 office.

17 18. It was at approximately this time that Respondent
18 first became personally involved in the conduct of the
19 Norwood/Martinez case. He then believed Mr. Pearlman's
20 assertions that the clients had previously been given an
21 accounting breakdown, understood it and accepted it. He acted
22 upon that belief in a most ill-advised and unprofessional
23 manner.

24 19. On or about February 16, 1984, Respondent sent a
25 licensed investigator and retired Los Angeles County Deputy
26 Sheriff, Billy Sands, to the Wayside Rancho Honor Farm, where
27 Mr. Norwood was then incarcerated. Mr. Sands had been asked to
28 review the settlement figures with Mr. Norwood, and satisfied

1 that Mr. Norwood understood, handwrote a statement withdrawing
2 Mr. Norwood's complaint against the Respondent.

3 20. Mr. Norwood signed the withdrawal of his State Bar
4 complaint. Mr. Norwood was thereafter given (which actually was
5 sent to his home) an additional \$500.00. According to Mr.
6 Sands, the \$500.00 offered was given to Mr. Norwood only after
7 Mr. Norwood expressed satisfaction with the breakdown and had
8 withdrawn his complaint (a copy of Mr. Sands' statement is
9 marked Exhibit "4" and is incorporated herein as if fully set
10 forth). It did not occur to the Respondent, as he realizes it
11 most certainly should have, that these steps would give the
12 impression of further impropriety--that is, paying a complaining
13 witness to withdraw his complaint. (See statement of
14 Mitigation, page 14-16).

15 21. On March 28, 1984, Mr. Norwood, after interview with
16 the Bar did, in fact, reinstate his complaint, and claimed that
17 he had been paid to withdraw his complaint.

18 22. On April 23, 1984 approximately eight months after the
19 case had been settled, Arnold Martinez first complained to the
20 State Bar. His complaint mirrored, in form and substance the
21 December, 1983 complaint of Vincent Norwood for alleged failure
22 to be provided with an accounting of the sums received and
23 disbursed.

24 23. In or about September, 1984, Respondent sent
25 investigator, Billy Sands to see Arnold Martinez. Mr. Sands was
26 sent to and did, review the settlement figures with Mr.
27 Martinez. No monies were paid to Mr. Martinez. (See Mitigation
28 page 16).

1 24. Julius Jerry Pearlman, in a Declaration provided to
2 the State Bar through the Respondent, (a copy of the Declaration
3 is attached and marked Exhibit "5" and incorporated herein as if
4 fully set forth), maintains, as Respondent claims he was told,
5 that all pertinent facts were disclosed to Mr. Martinez and to
6 Mr. Norwood, including Mr. Pearlman's relationship with the
7 Sepulveda Family Medical Clinic, the reduction of the medical
8 bills, and at least one accounting breakdown of the settlement
9 proceeds. However, Mr. Pearlman acknowledges that he and the
10 Respondent came to a parting of the ways due to Mr. Pearlman's
11 mishandling of the Respondent's cases, for the taking of actions
12 without advising the Respondent, and for active
13 misrepresentations to the Respondent.

14 After the Respondent became aware, as he acknowledges he
15 should have been from the first, of the irregularities in his
16 personal injury practice, which the Norwood/Martinez matter were
17 instrumental in revealing, Respondent terminated his
18 relationship with Mr. Pearlman, and terminated most employees,
19 vacated the premises, took occupancy at smaller quarters and
20 reduced his personal injury practice. (A copy of the
21 "Termination Notice" is attached and marked Exhibit "6" and is
22 incorporated herein as if fully set forth).

23 25. By his conduct hereinabove, the Respondent wilfully
24 violated Rule 6-101(A)(2) of the Rules of Professional Conduct
25 and failed to act competently in the following ways:

26 (a) Abdicated the conduct and control of his law office,
27 which was his sole responsibility, to a non-lawyer office
28 administrator and to other attorney employees to such a complete

1 extent that he never met his own clients, Vincent Norwood and
2 Arnold Martinez.

3 (b) Failed to assure that his clients, Vincent Norwood and
4 Arnold Martinez, were advised that Mr. Pearlman was the
5 business manager of the Sepulveda Medical Clinic.

6 (c) Employed a Retainer Agreement which he had so badly
7 drafted that the result of applying its terms, in the Norwood
8 and Martinez matter, was the collection of a sum in excess of
9 the services performed by Respondent's office.

10 (d) Failed to supervise his employees, including failing
11 to adequately disclose to and explain to his clients the terms
12 of the incompetently drafted Retainer Agreement before the
13 document was signed by the clients.

14 26. By his conduct hereinabove, Respondent wilfully
15 violated Rule 5-101 of the Rules of Professional Conduct by
16 allowing and ratifying in the purchase of all Thrifty Rent-A-Car
17 liens, including that of Vincent Norwood, without advising Mr.
18 Norwood, without suggesting independent counsel, and without
19 securing his written consent therefor.

20 27. Although the result of the use by Respondent's office
21 of an incompetently drafted Retainer Agreement allowed for the
22 collection of an excessive sum, and was a violation of Rule
23 6-101 of the Rules of Professional Conduct, the State Bar lacks
24 clear and convincing evidence that the Respondent wilfully
25 charged or collected in unconscionable fee in violation of Rule
26 2-107 of the Rules of Professional Conduct or that he wilfully
27 failed to give Mr. Norwood and Mr. Martinez the sums waived by
28 the Sepulveda Family Medical Clinic in violation of Rule

8-101(B)(4) of the Rules of Professional Conduct.

28. The State Bar lacks clear and convincing evidence that Respondent wilfully offered money to Mr. Norwood to withdraw his complaint.

III. STATEMENT REGARDING MORAL TURPITUDE

It is stipulated by and between the parties that the acts of the Respondent do not involve moral turpitude, but do involve conduct subject to discipline, including violating his oath and duties pursuant to Section 6068(a) and 6103 of the Business and Professions Code, and violation of Rule 6-101(A)(2) and Rule 5-101 of the Rules of Professional Conduct.

IV. STATEMENT OF MITIGATING CIRCUMSTANCES

1. Respondent was admitted to the Bar on January 4, 1967, and has no prior record of discipline. On June 24, 1982, Respondent received a Senatorial Commendation for Public Service. (A copy is attached and marked Exhibit "7" and incorporated herein as if fully set forth.)

2. In approximately 1982, Respondent left a partnership arrangement and struck out to focus in a personal injury field, after having developed his expertise primarily in the area of criminal law. He was a relative novice in the personal injury field and was a certified criminal law specialist.

3. Respondent drafted various Retainer Agreements, during this period in which he practiced in the personal injury area, commencing with the Retainer Agreement which was given to Messrs. Norwood and Martinez. He developed it using various sources, some standard agreements, and some advice, not all of it practical or good, from his colleagues in the profession.

1 4. In August, 1983, Respondent, still relatively new to
2 his expansion in the personal injury field, developed a concern
3 over the propriety of certain terms in his Retainer Agreement
4 that had been used, as it happens, in the Norwood/Martinez
5 matter, and inquired of the State Bar whether there was "any
6 ethical prohibition against an attorney and client agreeing that
7 the attorney's compensation, in a contingency matter, includes
8 sums which arise from bills which the attorney may successfully
9 negotiate to a lesser amount." (A copy of the letter is
10 attached and marked Exhibit "8" and incorporated herein as if
11 fully set forth.) In his querie, the Respondent added, "if my
12 retainer agreement needs revising I would like to do so before
13 any problems arise." According to the Respondent, the State Bar
14 did respond, but did not address itself to the issue of
15 Respondent's concern. However, Respondent understands that,
16 pursuant to case law, the State Bar's advice, whether factually
17 accurate or not, is not a defense to alleged misconduct.
18 However, the letter serves only as an indication of Respondent's
19 awareness of the potential problems with his Retainer Agreement,
20 and his willingness to make appropriate changes, at a time just
21 prior to the complaint filed by Mr. Norwood.

22 5. Shortly after, or, approximately at the time
23 Respondent expanded his practice in the personal injury field,
24 he hired various staff members to assist him in his expansion,
25 including Julius Jerry Pearlman, and several attorneys,
26 including Franklin Gary. Respondent entered into a five year
27 contract with Mr. Pearlman whereby Mr. Pearlman was to act as
28 the Respondent's negotiator.

1 6. Respondent became engrossed in appearances and other
2 matters which took him out of the office nearly every day and as
3 time progressed, the Respondent more and more relinquished the
4 control he realizes he should have maintained over his office
5 and files, so that he was not paying proper attention to the
6 conduct of the cases, so much so that he did not meet some of
7 his own clients. After a time, almost automatically, Mr.
8 Pearlman was transformed from negotiator to office manager.
9 Thereafter, the relinquishment of control became all
10 encompassing.

11 7. Nearly too late, the Respondent realized that he had
12 placed his practice in jeopardy, as well as his clients' cases.
13 Respondent began to discover improprieties, which he realizes
14 were entirely his own responsibility, in the handling of cases
15 and of the practice.

16 8. In or about March, 1985, the Respondent completely
17 severed his working relationship with Mr. Pearlman (despite a
18 pre-paid contract for five years on which two years were
19 remaining), and realized that he had failed in his expanded
20 personal injury practice. He has since returned primarily to
21 the area of the law with which he has always had expertise and
22 no incident--criminal law. To the extent that there remain any
23 personal injury claims in his office, or new matters arise,
24 Respondent created a form for accounting breakdowns of
25 settlements which the client signs/initials in Respondent's
26 presence to assure acknowledgment and accuracy. Respondent no
27 longer relies on handwritten, rough breakdowns.

28 / / /

1 9. In or about September, 1985, the Respondent filed a
2 lawsuit, Rentzer v. Dominguez-Gary, Newkirk, Pearlman et al.,
3 NWC 122373, seeking an injunction against activities (not
4 specifically related to the Norwood/Martinez matter, but
5 symptomatic of the problems which had begun in 1982 when the
6 expansion itself began), which were detrimental to the
7 Respondent's practice, seeking the recovery of certain files
8 and monetary damages. The particular files in question (not
9 that of Norwood/Martinez) were recovered and the complaint was
10 amended in December, 1986, alleging against these defendants and
11 others, among other causes of action, conspiracy re: destruction
12 of business; accounting; breach of written contract;
13 constructive trust; and unjust enrichment. That lawsuit is
14 pending still against Mr. Pearlman and Mr. Gary, although some
15 of the other defendants have been dismissed. Respondent has
16 sought to again rebuild a practice where the emphasis is on
17 criminal law rather than personal injury law. Respondent states
18 that he refinanced his home in order to discharge debts created
19 during time Mr. Pearlman was his office manager. He accepts the
20 responsibility for the conduct of the business. He recognizes
21 that he allowed his desire to expand his practice, as a
22 business, to overshadow his obligations to individual clients.

23 10. As hereinabove outlined, Respondent has taken, on his
24 own, affirmative steps to rectify the circumstances and
25 environment which led to the misconduct in handling the
26 Norwood/Martinez matter. He is more than willing to have his
27 current now more organized practice, which he shares with his

28 / / /

1 recently admitted lawyer, wife Gail, overseen, to assure that
2 all is indeed rectified.

3 11. Respondent did advise the Bar in writing of his
4 intention to send investigator Billy Sands to see both Mr.
5 Norwood and Mr. Martinez and review the settlement figures (a
6 copy of the letters are attached and are marked Exhibits "9" and
7 "10" respectively, and are incorporated herein as if fully set
8 forth). Respondent assumed that the fact he received no return
9 correspondence indicated Bar approval of his intention and
10 subsequent action. Respondent understands that his assumptions
11 on this matter were not appropriate and that his employment of
12 Mr. Sands to see Mr. Martinez and Mr. Norwood was ill-conceived.

13 V. RECOMMENDED STIPULATED DISCIPLINE

14 IT IS RECOMMENDED that the Respondent, Robert D. Rentzer,
15 be suspended from the practice of law for one (1) year, that
16 execution of the order be stayed upon the following conditions:

17 1. That the Respondent be actually suspended for thirty
18 (30) days.

19 2. That the Respondent be placed on probation for a
20 period of two (2) years.

21 3. That within six (6) months of the effective date of
22 this order, Respondent shall refund to Mr. Norwood and to Mr.
23 Martinez the sums waived by the Sepulveda Family Medical Clinic
24 and provide satisfactory evidence thereof to the State Bar as
25 follows:

26 Vincent Norwood \$1,001.00

27 Arnold Martinez \$2,015.00

28 (See Exhibit 11 for breakdown of figures)

1 4. That during the period of probation that Respondent
2 shall comply with the provisions of the State Bar Act and the
3 Rules of Professional Conduct of the State Bar of California.

4 5. That during the period of probation Respondent shall
5 file written reports no later than January 10, April 10,
6 July 10, and October 10 of each year or part thereof during
7 which the probation is in effect, to the Los Angeles office of
8 the State Bar Court, State Bar of California. Each report shall
9 state that it covers the preceding calendar quarter or
10 applicable portion thereof, and shall be certified by affidavit
11 or executed under penalty of perjury. If the effective date of
12 probation is less than thirty (30) days preceding any of the
13 reporting dates indicated above, Respondent shall file
14 Respondent's first report on the second reporting date covered
15 by this probation:

16 (a) in Respondent's first report, that (i) Respondent
17 has read and complied with all provisions of the State Bar Act
18 and Rules of Professional Conduct since the effective date of
19 said probation; and (ii) that Respondent has complied with the
20 conditions of probation since the effective date of said
21 probation;

22 (b) in each subsequent report, that Respondent has
23 read and complied with all provisions of the State Bar Act and
24 Rules of Professional Conduct during said period; and (ii) that
25 Respondent has complied with the conditions of probation during
26 said period; and (iii) that all legal matters in which
27 representing clients are up to date and being handled diligently
28 and professionally;

- 17 -

24 of the Supreme Court herein becomes
25 effective.

26 9. That at the expiration of said probation period, if
27 Respondent has complied with the terms of probation, said Order
28 of the Supreme Court suspending Respondent from the practice of

- 18 -

1 law for a period of one (1) year shall be satisfied and the
2 suspension shall be terminated.

3 10. That Respondent shall be referred to the Department of
4 Probation, State Bar Court, for assignment of a Probation
5 Monitor Referee. Respondent shall promptly review the terms and
6 conditions of Respondent's probation with the Probation Monitor
7 to establish a manner and schedule of compliance. During the
8 period of probation, Respondent shall furnish such reports
9 concerning Respondent's compliance as may be requested by the
10 Probation Monitor. Respondent shall cooperate fully with the
11 Probation Monitor to enable his/her to discharge him/her duties
12 pursuant to Rule 611, Rules of Procedure of the State Bar.

13 11. That during the period of probation, Respondent shall
14 maintain with the Los Angeles office of the State Bar Court,
15 Respondent's current office or other address for State Bar
16 purposes and Respondent's residence address. With ten (10) days
17 after any change of any of Respondent's addresses, Respondent
18 shall notify the Los Angeles office of the State Bar Court in
19 writing of the change of address.

20 That it be recommended that the Supreme Court Order that
21 the Respondent shall take and pass the Professional
22 Responsibility Examination given by the National Conference of
23 bar Examiners within one (1) year from the date upon which the
24 Order of the Supreme Court herein becomes effective,

25 / / /

26 / / /

27 / / /

28 / / /

1 Segretti v. State Bar (1976) 15 Cal.3 890-891, and furnish
2 satisfactory proof of such to the Probation Department of the
3 State Bar Court within said year.

4
5 DATED: 10/21/1988


GERT HIRSCHBERG
Attorney for Respondent

6
7
8 DATED: 10/19/88


ROBERT D. RENTZER

9
10 STATE BAR OF CALIFORNIA

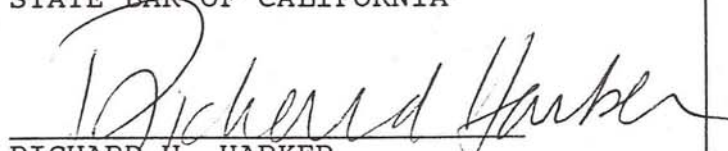
11
12 DATED: 10/25/88


DIANA GOCHIS

13
14 REVIEWED AND APPROVED

15
16 STATE BAR OF CALIFORNIA

17
18 DATED: 10/25/88


RICHARD U. HARKER
Assistant Chief Trial Counsel

ATTORNEY-CLIENT RETAINER AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

....., the client,
herewith retains the law firm of ROBERT D. RENTZER, located
at 15301 Ventura Blvd., Suite 500, Sherman Oaks, California,
telephone number (213) 788-1888, the Attorney, as his/her
attorney at law to represent him/her in enforcing a cause
of action arising out of _____

Said Attorney accepts said employment and agrees to take
such steps as are reasonably advisable to enforce Client's
rights, except that no appeals need be taken without
both parties consent. If Client desires to appeal, but
not Attorney, then Attorney shall withdraw from the case
upon being paid whatever costs he has advanced and fees
he has earned.

Costs and other necessary disbursements shall be advanced
by Client.

It is understood and agreed that Attorney may employ in-
vestigators, both licensed and unlicensed, at his sole
discretion and that such persons may have multiple
assignments from Attorney in unrelated matters, to be
handled concurrently and simultaneously. Such being the
case it is difficult, it not impossible, to accurately
assess the individual costs per client when Attorney
pays said investigators and, therefore, Attorney shall
charge an investigative fee to client's case of not less
than \$250.00, regardless of the sum actually paid to
such investigator.

Attorney shall receive as a fee 40% of the total settle-
ment amount, regardless of the manner or form, if suit
is not filed, or 40% thereof if suit is commenced, or
50% thereof if appeal is perfected after judgment.

Attorney is hereby given a lien on the said claim or
cause of action, on any sum recovered by way of settle-
ment, and on any judgment that may be recovered thereon,
for the sum and shares herein mentioned, as his fee;
and it is further agreed that Attorney shall have all
general, possessory or retaining liens, and all special
or charging liens known to the common law.

Attorney may retain his share in full out of the amount
finally collected by suit or settlement or judgment for

Q.M.
Client Initial Here

services, and as additional compensation, Attorney shall have the right to negotiate all medical bills, with doctors, hospitals or other treating agencies and may retain all sums waived by such entities.

No substitutions of Attorney shall be made, except as herein provided for, without Attorney's consent, except for his breach hereof, or his misconduct, incapacity or negligence. In the event of any substitution, Attorney shall be and automatically is granted a lien upon Client's cause of action for the agreed reasonable value of services in the stipulated amount of \$150.00 per hour, or for 40% of any offer of settlement made by or on behalf of the adverse party prior to such substitution, whichever is greater.

Attorney has made no guarantee regarding the successful termination of said cause of action, and all expressions relative thereto are matters of his opinion only.

Attorney may elect to withdraw representation upon determining the Client's cause either meritless or economically unfeasible and Client agrees to cooperate in relieving Attorney and agrees to pay all legal costs if failure to cooperate necessitates Attorney bringing a formal motion to be relieved.

Attorney shall have full authority and power to demand, receive, sue for and collect monies due Client for personal injuries, property and other damage sustained in this claim, or cause of action, and upon receipt thereof to discharge the same, or any part thereof, including authority to endorse any checks, drafts, bills, or releases with Client's name for the purpose of negotiating same.

Should any paragraph or part of this agreement be deemed unenforceable for any reason, the remaining paragraphs shall remain in full force and effect.

Read, considered and signed this ____ day of _____, 19____,
at _____

Amabel Martinez
Client

Address

ACCEPTED:

ROBERT D. RENTZER
Attorney at Law

S. Employment Contro.

ATTORNEY-CLIENT RETAINER AGREEMENT

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attorney at law to represent him/her in enforcing a cause
of action arising out of

Said Attorney accepts said employment and agrees to take
such steps as are reasonably advisable to enforce Client's
rights, except that no appeals need be taken without
both parties consent. If Client desires to appeal, but
not Attorney, then Attorney shall withdraw from the case
upon being paid whatever costs he has advanced and fees
he has earned.

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by Client.

It is understood and agreed that Attorney may employ in-
vestigators, both licensed and unlicensed, at his sole
discretion and that such persons may have multiple
assignments from Attorney in unrelated matters, to be
handled concurrently and simultaneously. Such being the
case it is difficult, it not impossible, to accurately
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pays said investigators and, therefore, Attorney shall
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50% thereof if appeal is perfected after judgment.

Attorney is hereby given a lien on the said claim or
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ment, and on any judgment that may be recovered thereon,
for the sum and shares herein mentioned, as his fee;
and it is further agreed that Attorney shall have all
general, possessory or retaining liens, and all special
or charging liens known to the common law.

Attorney may retain his share in full out of the amount
finally collected by suit or settlement or judgment for

V.D.N.
Client Initial Here

services, and as additional compensation, Attorney shall have the right to negotiate all medical bills, with doctors, hospitals or other treating agencies and may retain all sums waived by such entities,

No substitutions of Attorney shall be made, except as herein provided for, without Attorney's consent, except for his breach hereof, or his misconduct, incapacity or negligence. In the event of any substitution, Attorney shall be and automatically is granted a lien upon Client's cause of action for the agreed reasonable value of services in the stipulated amount of \$150.00 per hour, or for 40% of any offer of settlement made by or on behalf of the adverse party prior to such substitution, whichever is greater.

Attorney has made no guarantee regarding the successful termination of said cause of action, and all expressions relative thereto are matters of his opinion only.

Attorney may elect to withdraw representation upon determining the Client's cause either meritless or economically unfeasible and Client agrees to cooperate in relieving Attorney and agrees to pay all legal costs if failure to cooperate necessitates Attorney bringing a formal motion to be relieved.

Attorney shall have full authority and power to demand, receive, sue for and collect monies due Client for personal injuries, property and other damage sustained in this claim, or cause of action, and upon receipt thereof to discharge the same, or any part thereof, including authority to endorse any checks, drafts, bills, or releases with Client's name for the purpose of negotiating same.

Should any paragraph or part of this agreement be deemed unenforceable for any reason, the remaining paragraphs shall remain in full force and effect.

Read, considered and signed this ____ day of _____, 19____, at _____

Vincent D. Nour
Client

Address

ACCEPTED:

ROBERT D. RENTZER
Attorney at Law

BY: _____

FINAL SETTLEMENT OF CLAIM FOR BODILY INJURY
ARISING FROM ACCIDENT ON 02/27/83

04925867 4
Allstate
PASADENA ORIGINAL FROM

TWELVE THOUSAND DOLLARS AND 00 CENTS \$12,000.00

VICENT NIKWOOD & ROBERT D. RENTZER
ATTORNEYS
15301 VENTURA BLVD SUITE 500
SHERMAN HILLS CA 91403

ALLSTATE INSURANCE CO
SERRY [Signature]
AUTHORIZED SIGNATURE

#04925867# 1220000431928 940264#
SIGHT DRAFT VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE

Sp. Pen + 48w. = \$150.00 = \$630.00

Sp. Car exp. 750.00

Thrifts for a car \$2165.76

Sp. Jans. med (25w. = 1,000 of Paris \$15w. = 100 by
(4757.50) or 16
C. to P
\$784.24

Client

to me \$12,000.00

Vicent D. Nikwood

Settlement Draft
Signed Accounting

Note: Client signed on a page exactly
this size, which contained the
photocopy of the draft at the top, exactly
as it appears here.

INSURED: J. STACEY PARRA
 DATE: 08/21/15
 POLICY: 04925847
 CLAIM NO: 200821
 A041
 04925847 6
 04925847 6
 Allstate
 PASADENA REGIONAL OFFICE
 FINAL SETTLEMENT OF CLAIM FOR BODILY INJURY
 ARISING FROM ACCIDENT ON 02/27/83
 EIGHT THOUSAND DOLLARS AND 00 CENTS ***** \$8000.00
 PAY TO THE ORDER OF: ARNOLD MARTINEZ E. ROBERT D. DENTZER
 HIS ATTORNEY
 15301 VENTURA BLVD SUITE 500
 SHERMAN OAKS CA 91403
 X ALLSTATE INSURANCE CO.
 NORTHBROOK PROPERTY AND CASUALTY INSURANCE CO.
 NORTHBROOK INDEMNITY CO.
 NORTHBROOK NATIONAL INSURANCE CO.
 #04925847# 1220000431928 940264#
 SIGHT DRAFT VOID IF NOT PRESENTED WITHIN ONE HUNDRED AND EIGHTY DAYS OF THE DATE OF ISSUE

Type Fee \$ 32.00 - 2015 - 5215 -
FHV Car Accts 750.00
Exp Travel Mat 3,015.00 - (1000.00) 2015 - 17/14
Clear 10.35.00
from \$ 8,000.00
at 9/21/15
in return

Arnold Martinez

COURT EXHIBIT
 Date of Entry _____
 State of Exhibit _____
 Defendant Exhibit _____
 Marked for Ident. _____
 Intro. in Evidence _____
 Withdrawn _____
 COMPLETE IN INK

Sandsco Investigative Consultants

Post Office Box 916
Cedar Glen, California 92321
714/337-3708

Billy Sands

Elsie Sands

August 22, 1984

The State Bar of California
Office of Trial Counsel
555 Franklin Street
San Francisco, California 94102-4498

LA 83-03438

Dear Attorney Yen:

Mr. Rentzer discussed with me the contents of your most recent correspondence with him which concerns my contact with Mr. Norwood and, in particular, the circumstance regarding money paid at the time I went to obtain Mr. Norwood's withdrawal of his Complaint.

I am writing you on my own, but with Mr. Rentzer's knowledge. I just want to set the record straight about my contact with Mr. Norwood. First of all, the payment to Mr. Norwood was not conditioned on the withdrawal of his Complaint and it wasn't offered to talk him into the withdrawal of the Complaint. Before I go any further, I think it is important that you know something about me. Enclosed is a resume which was prepared following my retirement.

Now, getting back to Norwood, in February, 1984, I had a conference with Mr. Rentzer concerning Vincent Norwood. He told me Mr. Norwood had complained to the State Bar that he did not receive an accounting from Mr. Rentzer. Mr. Rentzer instructed me to locate Mr. Norwood who was supposed to be somewhere in jail and review the accounting with him to eliminate any Complaint. I located Mr. Norwood in the Los Angeles County Jail system at Wayside Honor Rancho. When I informed Mr. Rentzer of the fact that I would be seeing Mr. Norwood in that jail, Mr. Rentzer expressed concern that Norwood might be "bad mouthing" him. At this time Mr. Rentzer suggested that after the accounting I "feel out" Mr. Norwood and try to buy back his goodwill. Mr. Rentzer stressed two things, first that I was not to mention money until after Norwood was completely satisfied with the accounting and had agreed to withdraw his Complaint; second, that if Norwood was given money, he should understand he was not being paid to drum up jail business for Mr. Rentzer, but only to not speak badly about him in jail.

On February 16, 1984, I interviewed Mr. Norwood at the Wayside Honor Rancho. I spent a long time with Mr. Norwood in a complete review on all monies disbursed. Mr. Norwood stated he now understood. I advised him that if he was now satisfied I would handwrite a statement, request he be in agreement with the statement, and have him sign it withdrawing his Complaint. Mr. Norwood stated this was agreeable. After that I changed the subject and explained to Mr. Norwood the concern of Mr. Rentzer regarding having an unhappy client in the county jail system, because he was a certified criminal law specialist and wanted to maintain a proper reputation among the criminal element and bad news travels fast. I explained I had been authorized to pay a sum of money to keep up Mr. Rentzer's good name and I asked him if he could use \$300.00. Mr. Norwood was very receptive but asked how much money Mr. Rentzer had authorized. The conversation turned more into negotiation at that point. When Norwood was convinced that \$500.00 was my full authority, he accepted that sum. Then he smiled and said he hadn't been bad mouthing Rentzer anyway and that he had even referred him a client from jail.

At no time was Mr. Norwood ever given or offered a single penny to withdraw his Complaint. I agree with you that Mr. Rentzer's act was not all magnanimous, but I do believe it was partly since it was done as goodwill to protect Mr. Rentzer's reputation because that was exactly the way I put it to Mr. Norwood.

Very truly yours,


BILLY SANDS

BILLY G. SANDS

P. O. BOX 916
CEDAR GLEN, CA 92321
714/337-3708

PRIMARY CAREER EMPLOYMENT:

Los Angeles County Sheriff's Department 1957 to 1983

EMPLOYMENT HISTORY:

Honorable Service U. S. Navy 1945 - 1948

Entered County service in 1956 as an inspector in the Communicable Disease Division of the County Health Department prior to accepting an appointment as a Los Angeles County Deputy Sheriff in 1957. Remained so employed until retirement in March 1983.

Successfully completed Custody and Patrol Division assignments and earned a promotion to Supervising Sergeant in 1963. Assigned as a supervisor to the elite Special Enforcement Detail, subsequently assuming duties as field supervisor of forty highly trained Deputy personnel during the Watts Riots in 1965. Responsibilities included the planning, tactical deployment, and logistical requirements necessary during ongoing life threatening situations.

These same responsibilities were duplicated the following year during the Sunset Strip Riot and firmly established my reputation as an effective leader during critical situations.

For two consecutive years during this assignment duties included the responsibility for the planning and implementation of the overall operational plan for approximately four hundred Sheriff's Department personnel and resources involved in the security of the Rose Parade and the Rose Bowl Game. In particular, responsibility for the V.I.P. protection and emergency contingency plans required for these events.

From 1967 until retirement in 1983, my final assignment was as Supervising Sergeant in the Intelligence Bureau, responsible for a four-man crew of detectives investigating organized crime activity countywide. Responsibilities during this sixteen year assignment included the identification of La Cosa Nostra figures and their associates, and the investigation of extraordinary criminal activity such as extortion, loan sharking, major thefts and frauds, and sophisticated white collar crimes.

Experience and expertise gained during this assignment resulted in my being recognized as an expert in the field of organized crime. This recognition provided me the opportunity to represent the Los Angeles County Sheriff's Department with several hundred lectures to service organizations and other community groups, and the opportunity to teach several semesters at the University of Southern California, Golden West College, and Chaffy College.

. . .

BILLY G. SANDS
RESUME

2

Another such opportunity was the supervision of the covert intelligence operations for the Sheriff's Department during the 1968 student riots at the University of California Santa Barbara, and the successful use of previously untested intelligence and information gathering techniques.

During the last ten years with the Sheriff's Department my principal assignment was as Field Supervisor in charge of all aspects of legalized gambling and the relationship to organized crime activity in Southern California. This involved card rooms, race tracks, bingo parlors, and carnivals and fairs; in addition to major illegal bookmaking operations associated with known organized crime figures.

MISCELLANEOUS:

I have received numerous letters of commendation and plaques for expertise in law enforcement. Included among these is a resolution (No. 288) from the California Legislature and also recognition from Governor George Deukmejian.

I have served as a member of the Los Angeles Federal Task Force on Organized Crime and Corruption, and as a repeat panel member on special seminars and Ad-Hoc committees concerned with organized crime related problems.

I have also served as an advisor to the California Legislative Committee on fairs and allocations.

I am now a licensed Private Investigator, California License AA009924; and have established my own corporation, DBA: Sandsco Investigative Consultants specializing in criminal investigations.

I hold an Associate of Arts Degree and California teaching certifications in the field of Police Science and Public Safety, as well as California Driver's License #V0139034.

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

In the Matter of)
ROBERT D RENTZER) DECLARATION OF JULIUS
A Member of the State Bar) JERRY PERLMAN

I, JULIUS JERRY PERLMAN, declare as follows:

I am a former employee of Robert D. Rentzer, A Professional Corporation and was terminated April 1, 1985.

During the time I was in the employ of Mr. Rentzer, I served as negotiator, administrator and office manager. In that capacity I interviewed clients, reviewed their matters with them giving progress reports, answered their non-legal questions, explained disbursement proposals upon settlement of their personal injury matters, wrote checks, paid bills, sorted and processed mail, amongst other duties.

When Mr. Norwood and Mr. Martinez elected to retain Robert D. Rentzer, A Professional Corporation, in February, 1983, neither party had a family physician and both indicated they required medical attention as a result of said injury. I did not

1 "direct" them to Sepulveda Family Medical Clinic but I did inform
2 them both that I managed the accounts of said clinic and that if
3 they elected to employ physicians at said clinic, any
4 indebtedness would be carried as a lien upon the personal injury
5 claim, to be written off if the claim was not successful and, most
6 importantly, that they would not be required to expend any monies
7 to secure examination and/or treatment in advance thereof, at
8 said clinic.

9 Mr. Norwood also inquired of me concerning a rental vehicle.
10 I did not "direct" him in this regard. In fact, he demonstrated
11 considerable sophistication, telling me he had "been around" and
12 that he knew any such charge could be included in his damage
13 claim. In response, I suggested Thrifty Rent A Car since that
14 agency (with which I had no connection whatsoever) had
15 accommodated other personal injury claimants upon a lien basis
16 without pre-payment.

17 When the case of Norwood and Martinez was settled I
18 specifically reviewed the proposed disbursements with both
19 parties and each signed a breakdown sheet in my presence.
20 Neither party "was told to sign some papers" as both parties were
21 asked to sign a breakdown and accounting, which I reviewed with
22 them before signing. They both understood exactly what they were
23 signing and they were each given a copy of what they had signed.

24 At the time of the above transaction, I informed Mr. Norwood
25 and Mr. Martinez of their obligations upon the Sepulveda Family
26 Medical Clinic bill and that full payment was required of them,
27 but that any discount to Mr. Rentzer would reduce the debt
28 and benefit Mr. Rentzer accordingly. I then informed Mr. Rentzer

1 that the said account was zeroed out. Since I had the authority
2 to bring about a cancellation of the indebtedness to the clinic,
3 I fully intended to do so and, based upon this fact, I led Mr.
4 Rentzer to believe that the medical clinic account was closed
5 before it actually was. In truth and in fact, before the account
6 was closed out a dispute arose between the two physicians
7 operating the clinic and, evidently, the billing remained open
8 contrary to my instructions. Thereafter I entered into a
9 personal contract, approved by the court, to discharge debts
10 claimed by the ousted physician and it was my understanding that
11 the Norwood account thereby finally became extinguished.

12 Furthermore, Mr. Rentzer did not willfully fail to provide
13 Mr. Norwood with an accounting, not just because I gave Mr.
14 Norwood an accounting at the time of settlement, but because I
15 failed to make Mr. Rentzer aware of Mr. Norwood's subsequent
16 requests for another accounting. Since I screened all mail, I
17 took it upon myself to intercede leaving Mr. Rentzer totally
18 unaware of Mr. Norwood's request, until the State Bar intervened.

19 In regard to the auto rental accounts purchased, once again
20 this was upon my own initiative and, in fact, over the express
21 prohibition of Mr. Rentzer. The car rental agency was becoming
22 impatient for their money and I saw a way to help the clients
23 avoid threatened legal action by the rental agency, at no
24 additional cost to the clients, since their obligations were all
25 upon completed rental contracts in sums certain. When Mr.
26 Rentzer learned of my actions, he did an accounting and then
27 caused refund checks to be mailed to each client for their share
28 of the very small profit realized.

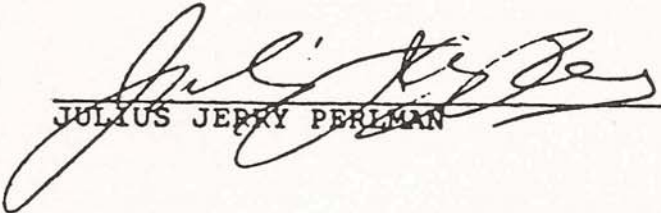
1 Finally, I wish to state that, to my knowledge, at no time
2 did Mr. Norwood or Mr. Martinez ever indicate a desire to
3 discharge Mr. Rentzer and at no time were they forced to maintain
4 their relationship with him.

5 I have executed this declaration freely and
6 voluntarily, without promise or expectation of reward or other
7 consideration, simply because it is true and not because of any
8 relationship with Mr. Rentzer as I have none. He not only fired
9 me for not following his instructions, but for misrepresentations I
10 made to him and for my actively concealing matters from him. In
11 fact he has complained to various authorities and filed suit
12 against me in the Van Nuys Superior Court thus it is seen that we
13 no longer have an amicable relationship and my sole motivation
14 for signing this document is in an attempt to set the record
15 straight.

16 I declare under penalty of perjury that the foregoing is
17 true and correct.

18 Executed this 14 day of January, 1987 at

19 Van Nuys, California..

20
21 
22 JULIUS JERRY PERLMAN
23
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27
28

TERMINATION NOTICE

The undersigned having given notice of termination to Robert D. Rentzer, A Professional Corporation, on March 31, 1985, hereby affirms their resignation effective March 31, 1985, and affirm their employment effective April 1, 1985, by Attorney Franklin M. Dominguez-Gary who, (in this regard) it is understood, has no association, affiliation or any other connection whatsoever with Robert D. Rentzer individually or Robert D. Rentzer, A Professional Corporation.

J. Baker
Marsha Mills
Debbie Kersy
Robin Hess
Digna Canuso
Erin Donovan
Debra Villanueva
W. M. W.
Linda Yates
Patricia Chavez

Jordan M. Munn
John F. F.
John F. F.
Marvin J. F.
John M. M.
John G. G.
John G. G.
John G. G.
John G. G.
John G. G.

The Senate, California Legislature



Resolution

OF THE SENATE RULES COMMITTEE

By Senator Omer L. Rains

RELATIVE TO COMMENDING ROBERT D. RENTZER

WHEREAS, Robert D. Rentzer, a person with a distinguished record of public service, has contributed immeasurably to the advancement of his community and state, and is therefore deserving of special public recognition and the highest commendations; and

WHEREAS, He became engaged in the active practice of law since being first sworn in as an attorney on January 4, 1967, and at that time he commenced employment as a Deputy District Attorney, where he remained for two years before embarking upon the practice of law; and

WHEREAS, A member of the Los Angeles County and San Fernando Valley Bar Association and former member of the Criminal Courts Bar, Mr. Rentzer is a Certified specialist in criminal law by the California Board of Legal Specialization of State Bar of California, and he is certified to practice before the Federal courts of California, New York, and the Arizona State Court; and

WHEREAS, In addition to his practice, he has served concurrently as a law school professor at the Beverly College of Law, teaching Trusts and Personal Property, and has served as a bar review course grader for the Reuben's Bar Review; and

WHEREAS, He has given generously of his time, energy, and finances to the aid of the elderly, disabled, and needy in the State of California, by functioning without compensation as a Judge Pro Tempore in the Van Nuys Branch of the Los Angeles County Municipal court, and by maintaining at his own cost, a "Legal Hot Line" for the furnishing of free legal advice on a 24 hour per day basis; and

WHEREAS, He has also served the needs of the young members of the community by participating without compensation in the "Lawyer in the Classroom" program of the County Bar Association, by lecturing before various classes at public schools throughout the county, and it is appropriate at this time that his professional and civic efforts on behalf of his community be acknowledged; now, therefore, be it

RESOLVED BY THE SENATE RULES COMMITTEE, That the Members extend their highest commendations to Robert D. Rentzer for his exemplary display of responsible and dedicated public service to his community, and convey best wishes for every success in his future endeavors; and be it further

RESOLVED, That a suitably prepared copy of this resolution be transmitted to Robert D. Rentzer.

Senate Rules Committee Resolution No. 2168 adopted June 24, 1982



David Robert
CHAIRMAN

Omer L. Rains
SENATOR - 18TH DISTRICT



LAW OFFICES OF
Robert D. Rentzer

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TELEPHONE (818) 788-1888

August 16, 1983

OF COUNSEL
HILL SAYBLE
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NON-LEGAL STAFF
DEBI PICK, ADMINISTRATOR
J. J. PERLMAN, NEGOTIATOR

State Bar of California
1230 West 3rd Street
Los Angeles, California 90017

Attention: Paul Virgo

Dear Mr. Virgo:

I trust this letter finds you well as it has been some time since our last contact. (Eduardo Guerini - Bolt).

I now have a new matter which is causing me personal concern. A disgruntled doctor accuses me of ethical improprieties for seeking a reduction of his fees billed to my clients because I stood to benefit from such reductions. I am not concerned with his actions as his motive is to "retaliate" for my refusing to recognize his liens. I am concerned, however, apart from his vengeance, with his contentions.

My specific question is whether there is any ethical prohibition against an attorney and client agreeing that the attorney's compensation, in a contingency matter, includes sums which arise from bills which the attorney may successfully negotiate to a lesser amount.

Enclosed is a copy of the retainer agreement utilized by this office. If the relevant portion of this retainer agreement (or any other provision therein) appears untoward, I would ask that you advise me accordingly as, after 15 years of practice in which, you may recall, I had devoted myself almost exclusively to criminal law, I now find myself becoming more and more personally involved in civil matters having their own unique set of rules. If my retainer agreement needs revising I would like to do so before any problems arise, not after.

Thank you in advance.

Yours truly,

ROBERT D. RENTZER
A Professional Corporation


ROBERT D. RENTZER

RDR:ikh
Enclosure

LAW OFFICES OF

Robert D. Rentzer

14058 Victory Boulevard

Van Nuys, California 91401

TELEPHONE 902-1888

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DEBI PICK, ADMINISTRATOR
J. J. PERLMAN, NEGOTIATOR

February 14, 1984

State Bar of California
555 Franklin Street
San Francisco, California 94102

Attention: Jerome Fishkin, Esq.

Re: LA 83-03438

Dear Mr. Fishkin:

This will acknowledge your letter of February 9, 1984.

Although I had no knowledge of Mr. Norwood's request, in conferring with my office manager I have ascertained that he did contact this office approximately 90 days ago, before he evidently complained to you. At the time of his initial request our office had been located in Encino and was in the process of moving, of which fact he was fully advised. He was assured that following our relocation and unpacking his file would be retrieved and his request honored. Thereafter he phoned our new office from time to time and was informed of the efforts being made to locate his file.

Just a few weeks ago my office manager recalls both locating the file and taking the initiative of phoning Mr. Norwood leaving a message for him at his residence. Several days thereafter Mr. Norwood returned said phone call and my office manager invited him to view our new offices while, at the same time, being provided with an accounting of the proceeds of his settlement. His file remained on my office manager's desk awaiting his expected visit, however he never appeared.

Frankly, his matter was not regarded as one of urgency and, even now, we are not quite sure of the point to his complaint. Our confusion results from the fact that he reviewed the settlement draft before it was negotiated, he signed a release of all claims and, more importantly, he was furnished an itemized statement reflecting a detailed accounting of the proceeds. This was fully explained to him, read by him, and signed by him!

In an effort to clarify this matter our office attempted to reach Mr. Norwood yesterday but was unsuccessful as a

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female at his residence advised us that Mr. Norwood was in jail. Perhaps it is his confinement which has occasioned his apparent discontent and, with this in mind, our office shall seek to pay him a visit so as to, once again, review the disbursement procedure with him.

Incidentally, the reason we were able to respond to your inquiry so promptly is that my office manager still had Mr. Norwood's file on his desk with the accounting which he now contends he was being deprived of.

Should anything of consequence develop following our jail visit we shall advise you accordingly. In the meanwhile, should you hear from Mr. Norwood independently of our efforts, kindly inform him he my inspect his entire file whenever convenient.

Yours truly,

ROBERT D. RENTZER
A Professional Corporation



ROBERT D. RENTZER

RDR:ikh

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J. J. PERLMAN, CHIEF NEGOTIATOR

ANTHONY DONATO, NEGOTIATOR

HERB ABRAMS, NEGOTIATOR

JACK NEGIN, NEGOTIATOR

September 13, 1984

State Bar of California
555 Franklin Street
San Francisco, California 94102-4498

Attention: Mary Yen
Staff Attorney

Re: LA 84-1313
Arnold Martinez

Dear Ms. Yen:

As I promised you, in my letter of September 10, 1984, I am now writing to inform you of the contact between licensed investigator, Billy Sands, and the complainant, Arnold Martinez. In that regard, please find enclosed, a copy of my instruction letter to Mr. Sands which sets forth his exact assignment.

Mr. Sands reported to me that he met with Mr. Martinez on the evening of September 12 and went on to relate the following:

At first Mr. Martinez said he received a letter from the State Bar which instructed him not to discuss the matter. Afterwards, when asked if he would produce that letter, he said he really did not receive any such letter and simply told this falsehood to justify his refusal to allow the meeting to be tape recorded. In fact, it was only by agreeing not to record the meeting that Mr. Martinez consented to speak about the matter at all.

When shown photocopies of the \$8,000.00 Settlement Draft (face only), the Release and the Accounting, Mr. Martinez acknowledged signing all three.

Mr. Martinez was then directed to the fact that one of his alleged complaints to the bar was that he had not been informed of the total settlement amount and, when asked how this could be so, in view of the amount clearly appearing on all the documents, Mr. Martinez acknowledged that he was aware of his total settlement being \$8,000.00.

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Next Mr. Martinez was again shown the accounting which he signed and was asked how he could have been unaware of these figures. His response was that he had signed the accounting without reading it and did not pay attention to what was said relative thereto. He said that his inattention resulted from his being, "Money Hungry".

When asked to describe the circumstances concerning his allegedly being refused an accounting, he was unable to articulate any specifics and only made vague reference to having subsequently phoned the law office on a few occasions during which he was not able to reach Mr. Rentzer. He did not claim to have stated the purpose of his calls when made nor did he assert having left any messages for Mr. Rentzer. Similarly, he did not allege attempting any other means of communicating his desires such as by mail.

He was then asked why he delayed so long in voicing his complaints to the State Bar. His explanation was that after learning that Mr. Norwood had complained, he began to think that maybe he had been, "ripped off" and he simply decided to follow Mr. Norwood's example. He specifically denied any knowledge of Mr. Norwood having received additional monies following his complaint and contended that his knowledge was limited to the fact that the Norwood complaint had been made. He equivocated as to when he first learned of the Norwood complaint but stated this knowledge came from conversations with Norwood.

He was then furnished Mr. Rentzer's business card with his new address and phone number since, at the time of settlement, Mr. Rentzer had occupied a different location. He was advised that if he still felt the need for reviewing the accounting with his lawyer, he could simply call Mr. Rentzer. He declined this invitation stating that he didn't think he would make the call. At that time the meeting concluded.

Mr. Sands formed the overall opinion that Mr. Martinez was untruthful and deceptive.

While it appears Mr. Martinez retreated from certain of his accusations, I want to emphasize that I had no knowledge of any alleged calls to me by him. Although, as you were previously informed, I was in the process of moving and this might account for the problem, it seems illogical for Mr. Martinez being unable to speak with anyone in authority while Mr. Norwood had several phone conversations with my office in attempting to arrange an accounting, apparently during this same period of time.

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Regardless of the above, in analyzing the situation I have come to the conclusion that, were it not for State Bar intervention and the adverse reaction to my having tendered additional monies to Mr. Norwood, I would have been disposed to do likewise for Mr. Martinez. It appears inappropriate that Mr. Norwood, who received the larger settlement to begin with, also received additional monies while Mr. Martinez did not. Although I have since determined to stand by the letter of my retainers and not tender supplemental payments, the inequity of this situation requires special consideration. This becomes even more apparent in light of the fact that Mr. Norwood's custody was a prime factor in supplemental payment to him whereas Mr. Martinez, whose background investigation revealed him to be arrest free, is now subjected to a disparity which, in effect, results from the absence of incarceration on his part.

For the above reasons, and to avoid any inference that I am attempting to influence Mr. Martinez to withdraw his complaint through economic means, I am setting aside a sum of money for him without his knowledge, to be tendered to him after the State Bar has either authorized such payment or has concluded its investigation, whichever occurs first. On a pro rata basis, \$500.00 paid to Mr. Norwood being 1/24th of his gross settlement, the sum of \$333.00 appears appropriate as representing 1/24th of Mr. Martinez' gross settlement. Nonetheless, I am placing \$500.00 aside for Mr. Martinez so he will receive exactly what his friend received, dissipating any thought of partiality.

In the future you may be assured that the problems heretofore experienced will not re-occur due to changes implemented approximately a year ago. At said time the use of handwritten accountings was dispensed with in favor of a typewritten breakdown sheet which contained an explicit recital that the client read and approved all figures. Furthermore, I am now revising that form to make it mandatory that the client initial each and every entry upon the breakdown sheet, just as the courts do when taking a waiver of rights from a criminal defendant. While I do not enjoy subjecting my clients to procedures utilized in criminal proceedings, this appears an unavoidable incident to the conduct of a sizeable personal injury practice which, by its very nature, appears to invite scrutiny.

Yours truly,

ROBERT D. RENTZER
A Professional Corporation



ROBERT D. RENTZER

<p>• SENDER: Complete items 1, 2, and 4. Add your address in "RETURN TO" space on reverse.</p> <p>(CONSULT POSTMASTER FOR FEES)</p> <p>1. The following services is requested (check one):</p> <p><input type="checkbox"/> Show to whom and date delivered</p> <p><input type="checkbox"/> Show to whom, date, and address of delivery</p> <p>2. <input type="checkbox"/> RESTRICTED DELIVERY (The restricted delivery fee is charged in addition to the return receipt fee.)</p> <p>TOTAL \$ _____</p>	
<p>3. ARTICLE ADDRESSED TO:</p> <p>State Bar of California 555 Franklin Street San Francisco, CA 94102-4498</p>	
<p>4. TYPE OF SERVICE:</p> <p><input type="checkbox"/> REGISTERED <input type="checkbox"/> INSURED <input type="checkbox"/> CERTIFIED <input type="checkbox"/> COO <input type="checkbox"/> EXPRESS MAIL</p> <p>ARTICLE NUMBER P 434 369 280</p>	
<p>(Always affix signature of addressee or agent)</p> <p>1. Have received the article described above.</p> <p>SIGNATURE <input type="checkbox"/> Addressee <input checked="" type="checkbox"/> Authorized agent</p> <p>DATE OF DELIVERY 9-18-84</p>	
<p>2. ADDRESSEE'S ADDRESS (may be different from above)</p> <p>9-18-84</p>	
<p>3. UNABLE TO DELIVER BECAUSE:</p> <p>NO DELIVERY ATTEMPTED</p>	



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

ATTEST October 1, 2009

State Bar Court, State Bar of California,
Los Angeles

By

Clerk