

Heywood

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IN REPLY REFER
TO OUR FILE NO.

San Bernardino
056294/060097

March 7, 2006

Office of the Chief Trial Counsel/Intake
The State Bar of California
1149 South Hill Street
Los Angeles, CA 90015-2299

Re: State Bar Complaint No.: 06-10436
Complaint Regarding Attorney: Mark F. Buckman
State Bar No.: 192374
My Client: John Lefakis

Dear Chief Trial Counsel:

Your records will reflect a complaint filed against attorney Mark F. Buckman with various allegations including, but not limited to, his conversion of \$10,000.00 in funds paid by client John Lefakis into Mr. Buckman's trust account for the sole purposes of funding a settlement in litigation known as Heywood Outdoor Advertising, Inc. v. John Lefakis, et al, filed in San Bernardino County, Case No.: SCVSS 113641. Mr. Buckman filed a motion to withdraw in the case, which was granted, then held the settlement money in his trust account to pay himself for fees in dispute. Mr. Lefakis thereafter hired me to represent him in the Heywood matter to effectuate settlement.

Mr. Lefakis entered into an agreement to settle the Heywood matter for \$10,000.00. Mr. Buckman has absconded with the funds claiming they were to pay for his attorney fees. I now represent Mr. Lefakis in the Heywood matter and need to acquire the \$10,000.00 to effectuate the settlement. Furthermore, it is the ethical obligation of all attorneys to assist the State Bar relative to known unethical conduct of another attorney. The failure to assist may be considered unethical in and of itself.

Enclosed, please find a copy of the "Application for Right to Attach Order" signed under the penalty of perjury on page three by Mr. Buckman on February 13, 2006. This pleading is part

BORTON, PETRINI & CONRON, LLP

March 7, 2006

Page 2

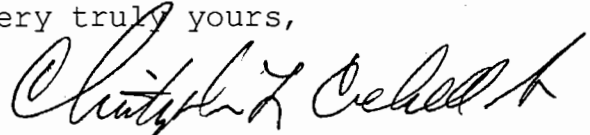
of a process by which Mr. Buckman continues his efforts to harm the Lefakis. The key provision for the issues before the State Bar is found at page two, Paragraph 9, c, which states in pertinent part:

Property of a defendant ... that is subject to attachment described as follows ...: deposit accounts (including \$10,000.00 held in attorney trust account) ...."

Mr. Lefakis contends the \$10,000.00 he sent to Mr. Buckman was for the sole purpose of paying the settlement in the *Heywood* matter, which settlement amount was/is \$10,000.00. Mr. Buckman has previously represented the \$10,000.00 admittedly within his trust account was paid to him for fees already owed. Had this been the case, the funds would never have been put into the trust account which is used when fees have been paid but not yet earned. Yet, under penalty of perjury Mr. Buckman has now admitted the \$10,000.00 held in his trust account is "property of a defendant," i.e., Mr. and Mrs. Lefakis.

*Time is of the essence.* In the *Heywood* matter we have an agreed settlement. Just recently, the court on January 31, 2006, continued the OSC re Dismissal to March 28, 2006, to try to get this settlement to bed. On behalf of Mr. Lefakis, and understanding the limited funding of the State Bar, it is respectfully requested the State Bar expedite this matter as delay causes ongoing harm and could impact the settlement directly. The enclosed document is an admission upon which the State Bar should be able to move quickly.

Very truly yours,



Christopher L. Cockrell, Sr.

CLC:kpm

Enclosure: Copy of "Application for Right to Attach Order" including Buckman Declaration

cc: John and Debbie Lefakis  
Danuta Tuszynska, Esq.  
Tyler S. Prokop, Esq.

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address)  <b>LAW OFFICES OF MARK F. BUCKMAN</b>          Tyler S Prokop, SBN 223593          717 K Street, Suite 219          Sacramento, CA 95814</p> <p>TELEPHONE NO. (916) 442-8300      FAX NO. (916) 442-8301</p> <p>ATTORNEY FOR (Name): Plaintiff Mark Buckman</p>	<p>FOR COURT USE ONLY</p>
<p>NAME OF COURT Sacramento County Superior Court          STREET ADDRESS: 800 9th Street          MAILING ADDRESS Same          CITY AND ZIP CODE Sacramento, CA 95814          BRANCH NAME: Main</p>	
<p>PLAINTIFF Mark Buckman</p> <p>DEFENDANT John Lefakis, et al.</p>	<p>CASE NUMBER 05AS05467</p>
<p>APPLICATION FOR</p> <p><input checked="" type="checkbox"/> RIGHT TO ATTACH ORDER    <input type="checkbox"/> TEMPORARY PROTECTIVE ORDER</p> <p><input checked="" type="checkbox"/> ORDER FOR ISSUANCE OF WRIT OF ATTACHMENT</p> <p><input type="checkbox"/> ORDER FOR ISSUANCE OF ADDITIONAL WRIT OF ATTACHMENT</p> <p><input checked="" type="checkbox"/> After Hearing    <input type="checkbox"/> Ex Parte</p> <p><input type="checkbox"/> Against Property of Nonresident</p>	

1. Plaintiff (name): Mark Buckman
- applies  after hearing     ex parte    for
- a.  a right to attach order and writ of attachment.
  - b.  an additional writ of attachment.
  - c.  a temporary protective order.
  - d.  an order directing the defendant to transfer to the levying officer possession of
    - (1)  property in defendant's possession.
    - (2)  documentary evidence in defendant's possession of title to property.
    - (3)  documentary evidence in defendant's possession of debt owed to defendant.

2. Defendant (name): John Lefakis and Debbie Lefakis
- a.  is a natural person who
    - (1)  resides in California.
    - (2)  does not reside in California.
  - b.  is a corporation
    - (1)  qualified to do business in California.
    - (2)  not qualified to do business in California.
  - c.  is a California partnership or other unincorporated association.
  - d.  is a foreign partnership that
    - (1)  has filed a designation under Corporations Code section 15800
    - (2)  has not filed a designation under Corporations Code section 15800.
  - e.  Is other (specify):

3. Attachment is sought to secure recovery on a claim upon which attachment may issue under Code of Civil Procedure section 483.010

4. Attachment is not sought for a purpose other than the recovery on a claim upon which the attachment is based.

5. Plaintiff has no information or belief that the claim is discharged or the prosecution of the action is stayed in a proceeding under Title 11 of the United States Code (Bankruptcy).

(Continued on reverse)

Page one of three

SHORT TITLE  
Buckman v Lefakis

CASE NUMBER  
05AS05467

6.  Plaintiff's claim or claims arise out of conduct by the defendant who is a natural person of a trade, business, or profession. The claim or claims are not based on the sale or lease of property, a license to use property, the furnishing of services, or the loan of money where any of the foregoing was used by the defendant primarily for personal, family, or household purposes.
7. The facts showing plaintiff is entitled to a judgment on the claim on which the attachment is based are set forth with particularity in the
- a.  verified complaint.
- b.  attached affidavit or declaration.
- c.  following facts (*specify*): See attached 5 page affidavit / declaration of Mark F. Buckman (plus attached exhibits A (4 page retainer agreement) and B (billings of 27 pages), a total of 36 pages.

8. The amount to be secured by the attachment is: \$ 80,078.00
- a.  which includes estimated costs of: \$ 2,500.00
- b.  which includes estimated allowable attorney fees of: \$ 24,500.00

9. Plaintiff is informed and believes that the following property sought to be attached for which a method of levy is provided is subject to attachment.

- a.  Any property of a defendant who is not a natural person.
- b.  Any property of a nonresident defendant
- c.  Property of a defendant who is a natural person that is subject to attachment under Code of Civil Procedure section 487.010 described as follows (*specify*):

Real property (including the vacant commercial lot located at 34191 West Yucaipa Boulevard, Yucaipa CA 92399, APN 0318-142-55, legally described as the East 5 acres of Block 4, Subdivision No. 3, of a part of Yucaipa Valley, in the City of Yucaipa, County of San Bernardino, State of California, as per plat thereof recorded in Book 19 of Maps, pages 1 and 2, records of said County. Excepting therefrom the West 238 feet thereof), personal property, equipment, motor vehicles, chattel paper, negotiable and other instruments, securities, deposit accounts (including \$10,000.00 held in attorney trust account), safe deposit boxes, accounts receivable, general intangibles, property subject to pending actions, final money judgments, and personalty in estates of decedents. This description (without the 2 paratheticals) was approved in Bank of America v. Salinas Nissan, Inc. (1989) 207 Cal. App. 3d 260, 264 (involving an individual guarantor).

- d.  Property covered by a bulk sales notice with respect to a bulk transfer by defendant on the proceeds of the sale of such property (*describe*):

- e.  Plaintiff's pro rata share of proceeds from an escrow in which defendant's liquor license is sold (*specify license number*).

10. Plaintiff is informed and believes that the property sought to be attached is not exempt from attachment.

11.  The court issued a Right to Attach Order on (*date*).  
(*Attach a copy*)

12.  Nonresident defendant has not filed a general appearance.

(Continued on page three)

SHORT TITLE Buckman v. Lefakis	CASE NUMBER 05AS05467
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13. a. Plaintiff  alleges on ex parte application for order for writ of attachment  
 is informed and believes on application for temporary protective order that plaintiff will suffer great or irreparable injury if the order is not issued before the matter can be heard on notice because
- (1)  it may be inferred that there is a danger that the property sought to be attached will be
- (a)  concealed
  - (b)  substantially impaired in value.
  - (c)  made unavailable to levy by other than concealment or impairment in value
- (2)  defendant has failed to pay the debt underlying the requested attachment and is insolvent as defined in Code of Civil Procedure section 485.010, subdivision (b)(2).
- (3)  a bulk sales notice was recorded and published pursuant to Division 6 of the Commercial Code with respect to a bulk transfer by the defendant.
- (4)  an escrow has been opened under the provisions of Business and Professions Code section 24074 with respect to the sale by the defendant.
- (5)  other circumstances (specify):

b. The statements in item 13a are established by  the attached affidavit or declaration  
 the following facts (specify):

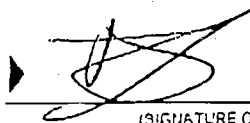
14.  Plaintiff requests the following relief by temporary protective order (specify):

15. Plaintiff
- a.  has filed an undertaking in the amount of: \$
  - b.  has not filed an undertaking.

Date: February 13, 2006

Tyler S. Prokop

(TYPE OR PRINT NAME OF PLAINTIFF OR PLAINTIFF'S ATTORNEY)



(SIGNATURE OF PLAINTIFF OR PLAINTIFF'S ATTORNEY)

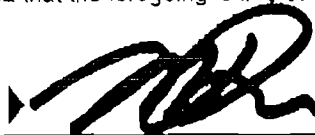
**DECLARATION**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date February 13, 2006

Mark F. Buckman

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

16. Number of pages attached: 36

**Martin E. Keller**  
*Attorney at Law*

---

February 27, 2006

**SENT BY FACSIMILE TRANSMISSION ONLY TO (909) 381-0658**

Christopher L. Cockrell, Sr.  
Borton, Petrini & Conron, LLP  
290 N. "D" Street, Suite 500  
San Bernardino, CA 92401

**RE: Heywood Outdoor Advertising vs. Lefakis, et al.**

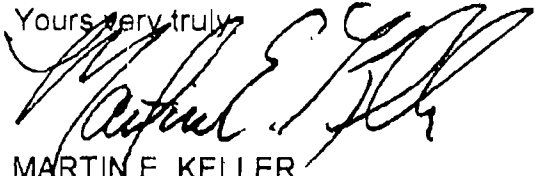
Dear Mr. Cockrell:

I revised the settlement agreement in accordance with your proposed changes and forwarded it to my client. He signed it but indicated some changes. Accordingly, I am enclosing the agreement which he signed (with the indicated changes) as well as a revised agreement which I have prepared in which I have made proposed changes in paragraph (a) of the Parties and paragraph (E) of the recitals.

Please let me know if these changes are satisfactory to your client, and if so, I will have my client execute the revised agreement.

In addition, to avoid the necessity of you appearing at the OSC tomorrow, I am happy to specially appear for you to continue it for thirty days, should you wish. Please let me know.

Yours very truly,

  
MARTIN E. KELLER

MEK:lf

**COMPROMISE SETTLEMENT AGREEMENT**

**Parties:**

The parties to this Compromise Settlement Agreement are as follows:

- a. Haywood Outdoor Advertising, Inc., hereinafter referred to as "HOA."
- b. John Lefakis and Debbie B. Lefakis hereinafter referred to collectively as "Lefakis."

**Recitals:**

A. Lefakis are the owners of certain real property ("Real Property") located in the City of Yucaipa, County of San Bernardino, State of California, more particularly described as follows:

"The North one-half of the East 5 acres of Block 4, Subdivision No. 3 of a part of Yucaipa Valley, County of San Bernardino, State of California, as per map thereof recorded in Book 19 of Maps, Pages 1 and 2, in the office of the County Recorder of said county. Excepting therefrom the West 238 feet thereof. Area and distances computed to street center."

B. Lefakis and HOA both assert a claim of ownership to a certain billboard ("Billboard") located on the Real Property.

C. HOA caused to file a complaint in the San Bernardino Superior Court (Case No. 13541) against Lefakis and Lysistrata, Inc. seeking to remove the Billboard from the Real Property or alternatively, seeking to recover compensation for the Billboard.

D. Lefakis filed an answer to the aforementioned complaint denying the allegations therein and filed a cross-complaint as against the prior owners of the Real Property.

~~E. HOA represents that it has not transferred, sold or encumbered any interest it may have in the Billboard.~~

F. The parties now wish to resolve this dispute without incurring further expenses of litigation.

**Operative Provisions:**

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Immediately upon execution of this agreement by all parties, Lefakis will pay to HOA a total amount of \$10,000.00.

2. Upon receipt of the aforementioned \$10,000.00, HOA hereby assigns all of its right, title and interest in and to the Billboard to Lefakis.

3. Immediately upon execution of this agreement by all parties, HOA will dismiss, with prejudice, the complaint, in its entirety, in Case No. 113641.

4. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. The parties to this agreement acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise have been made by them, or anyone acting on their behalf, which are not embodied in this agreement, that they have not executed this agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this agreement; and that no representation, inducement, promise, agreement, or warranty not contained in this agreement, including but not limited to any purported supplements, modifications, waivers, or terminations of this agreement, shall be valid or binding, unless executed in writing by the party against whom it is sought to be enforced. This agreement may be amended, and any provision herein may be waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced.

5. In the event any party is required to bring suit or any other legal proceeding to enforce or interpret the terms or scope of this agreement, it is agreed that the prevailing party to such suit or legal proceeding shall be entitled to recover reasonable attorney's fees, expenses, expert witness fees, and costs of suit incurred therein.

6. This agreement, and all of the terms and provisions contained herein, shall be binding upon and enure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

7. HOA, for itself and its successors, agents and assigns, does hereby release and forever acquit and discharge Lefakis and their agents, heirs, successors, executors, administrators, and assigns, of and from any and all claims, demands, liabilities, obligations, and causes of action of every kind, known or unknown, suspected or unsuspected, which HOA may have, or any time heretofore ever has had, including, but not limited to, any matter arising out of or in any way related or connected to the lawsuit filed in the San Bernardino Superior Court as Case No. 113641.



8. Lefakis, for themselves and their heirs, successors, executors, administrators, and assigns, do hereby release and forever acquit and discharge HOA and its officers, agents, employees, agents, successors, and assigns, of and from any and all claims, demands, liabilities, obligations, and causes of action of every kind, known or unknown, suspected or unsuspected, which Lefakis, or any of them, may have, or any time heretofore ever has had including, but not limited to, any matter arising out of or in any way related or connected to the lawsuit filed in the San Bernardino Superior Court as Case No. 113641

9. HOA and Lefakis hereby waive and relinquish all rights and benefits which might accrue to them under California Civil Code §1542, as well as under the provisions of all comparative, equivalent, or similar statutes or provisions of common law of California and any other applicable jurisdiction. California Civil Code §1542 provides as follows:

*"General Release; Extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."*

10. This Agreement shall in no event or under any circumstances be construed or interpreted as an admission of liability or fault by any of the parties hereto. The sole and exclusive intent and purpose of this Agreement is to resolve all present and potential conflicts and disputes between the parties.


11. HOA represents and warrants that at no time in the past has it, or any authorized agent on its behalf, ever caused to be recorded with the County Recorder for the County of San Bernardino (or in any other county in California) any document(s) which in any manner impact the Lefakis' title or legal rights in or to the Real Property or the improvements (if any) thereon. However, if it is determined that in some form or fashion, HOA, directly or through any of its agents or employees, has caused to be filed with the County Recorder for the County of San Bernardino (or in any other county in California) any document(s) which in any manner impact the Lefakis' title or legal rights in or to the Real Property or the improvements (if any) thereon, HOA agrees to execute all documents reasonably required to effectuate the intent of this paragraph (absolute and clear title to Lefakis to the Real Property and improvements) within five (5) business days of demand therefor. Any such demand on the part of Lefakis shall reference a Document Number and county as to any recorded document Lefakis contends impacts clear title to the land and improvements.

12. All parties shall bear their own expenses and attorneys' fees arising out of this dispute and such further costs, including attorneys' fees, incurred in the preparation, review, execution, and recordation of such documents as are necessary to comply with or effectuate this Compromise Settlement Agreement.

13. This agreement can be executed in counterparts.

Dated: February 21, 2006.

TESORO MEDIA LLC DBA  
Haywood Outdoor Advertising, Inc.

By:   
GLENN EMANUEL, President

Dated: February \_\_, 2006.

\_\_\_\_\_  
John Lefakis

Dated: February \_\_, 2006.

\_\_\_\_\_  
Debbie B. Lefakis

## COMPROMISE SETTLEMENT AGREEMENT

### Parties:

The parties to this Compromise Settlement Agreement are as follows:

- a. Tesoro Media LLC, dba Heywood Outdoor Advertising, hereinafter referred to as "HOA."
- b. John Lefakis and Debbie B. Lefakis, hereinafter referred to collectively as "Lefakis."

### Recitals:

A. Lefakis are the owners of certain real property ("Real Property") located in the City of Yucaipa, County of San Bernardino, State of California, more particularly described as follows:

"The North one-half of the East 5 acres of Block 4, Subdivision No. 3 of a part of Yucaipa Valley, County of San Bernardino, State of California, as per map thereof recorded in Book 19 of Maps, Pages 1 and 2, in the office of the County Recorder of said county. Excepting therefrom the West 238 feet thereof. Area and distances computed to street center."

B. Lefakis and HOA both assert a claim of ownership to a certain billboard ("Billboard") located on the Real Property.

C. HOA caused to file a complaint in the San Bernardino Superior Court (Case No. 113641) against Lefakis and Lysistrata, Inc. seeking to remove the Billboard from the Real Property, or alternatively, seeking to recover compensation for the Billboard.

D. Lefakis filed an answer to the aforementioned complaint denying the allegations therein and filed a cross-complaint as against the prior owners of the Real Property.

E. Tesoro Media LLC represents that it purchased all of the shares of HOA, that it is the owner of all of the assets of HOA, including HOA's claim against Lefakis, and that it has not transferred, sold, or encumbered any interest it may have in the Billboard or against Lefakis.

F. The parties now wish to resolve this dispute without incurring further expenses of litigation.

### Operative Provisions:

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Immediately upon execution of this agreement by all parties, Lefakis will pay to HOA a total amount of \$10,000.00 by good and sufficient check payable to Tesoro Media, LLC.
2. Upon receipt of the aforementioned \$10,000.00, HOA hereby assigns all of its right, title and interest in and to the Billboard to Lefakis.
3. Immediately upon execution of this agreement by all parties HOA will dismiss, with prejudice, the complaint, in its entirety, in Case No. 113641.
4. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. The parties to this agreement acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise have been made by them, or anyone acting on their behalf, which are not embodied in this agreement; that they have not executed this agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this agreement; and that no representation, inducement, promise, agreement, or warranty not contained in this agreement, including but not limited to any purported supplements, modifications, waivers, or terminations of this agreement, shall be valid or binding, unless executed in writing by the party against whom it is sought to be enforced. This agreement may be amended, and any provision herein may be waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced.
5. In the event any party is required to bring suit or any other legal proceeding to enforce or interpret the terms or scope of this agreement, it is agreed that the prevailing party to such suit or legal proceeding shall be entitled to recover reasonable attorney's fees, expenses, expert witness fees, and costs of suit incurred therein.
6. This agreement, and all of the terms and provisions contained herein, shall be binding upon and enure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
7. HOA, for itself and its successors, agents and assigns, does hereby release and forever acquit and discharge Lefakis and their agents, heirs, successors, executors, administrators, and assigns, of and from any and all claims, demands, liabilities, obligations, and causes of action of every kind, known or unknown, suspected or unsuspected, which HOA may have, or any time heretofore ever has had, including, but

not limited to, any matter arising out of or in any way related or connected to the lawsuit filed in the San Bernardino Superior Court as Case No. 113641.

8. Lefakis, for themselves and their heirs, successors, executors, administrators, and assigns, do hereby release and forever acquit and discharge HOA and its officers, agents, employees, agents, successors, and assigns, of and from any and all claims, demands, liabilities, obligations, and causes of action of every kind, known or unknown, suspected or unsuspected, which Lefakis, or any of them, may have, or any time heretofore ever has had, including, but not limited to, any matter arising out of or in any way related or connected to the lawsuit filed in the San Bernardino Superior Court as Case No. 113641.

9. HOA and Lefakis hereby waive and relinquish all rights and benefits which might accrue to them under California Civil Code §1542, as well as under the provisions of all comparative, equivalent, or similar statutes or provisions of common law of California and any other applicable jurisdiction. California Civil Code §1542 provides as follows:

*"General Release; Extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."*

10. This Agreement shall in no event or under any circumstances be construed or interpreted as an admission of liability or fault by any of the parties hereto. The sole and exclusive intent and purpose of this Agreement is to resolve all present and potential conflicts and disputes between the parties.

11. HOA represents and warrants that at no time in the past has it, or any authorized agent on its behalf, ever caused to be recorded with the County Recorder for the County of San Bernardino (or in any other county in California) any document(s) which in any manner impact the Lefakis' title or legal rights in or to the Real Property or the improvements (if any) thereon. However, if it is determined that in some form or fashion HOA, directly or through any of its agents or employees, has caused to be filed with the County Recorder for the County of San Bernardino (or in any other county in California) any document(s) which in any manner impact the Lefakis' title or legal rights in or to the Real Property or the improvements (if any) thereon, HOA agrees to execute all documents reasonably required to effectuate the intent of this paragraph (absolute and clear title to Lefakis to the Real Property and improvements) within five (5) business days of demand therefor. Any such demand on the part of Lefakis shall reference a Document Number and county as to any recorded document Lefakis contends impacts clear title to the land and improvements.

12. All parties shall bear their own expenses and attorneys' fees arising out of this dispute and such further costs, including attorneys' fees, incurred in the preparation, review, execution, and recordation of such documents as are necessary to comply with or effectuate this Compromise Settlement Agreement.

13. This agreement can be executed in counterparts.

Dated: February \_\_\_\_\_, 2006.

Tesoro Media LLC dba Heywood Outdoor Advertising

By: \_\_\_\_\_  
GLENN EMANUEL, President

Dated: February \_\_\_\_\_, 2006.

\_\_\_\_\_  
John Lefakis

Dated: February \_\_\_\_\_, 2006.

\_\_\_\_\_  
Debbie B. Lefakis

*Heywood Lefakis*  
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**BORTON, PETRINI & CONRON, LLP**

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IN REPLY REFER  
TO OUR FILE NO

San Bernardino  
056294/060097

February 8, 2006

Office of the Chief Trial Counsel/Intake  
The State Bar of California  
1149 South Hill Street  
Los Angeles, CA 90015-2299

Re: State Bar Complaint No.: 06-10436  
Complaint Regarding Attorney: Mark F. Buckman  
State Bar No.: 192374  
My Client: John & Debra Lefakis

Dear Chief Trial Counsel:

Your records will reflect a complaint filed against attorney Mark F. Buckman with various allegations including, but not limited to, his conversion of \$10,000.00 in funds paid by client, John Lefakis into Mr. Buckman's trust account for the sole purposes of funding a settlement in litigation known as *Heywood Outdoor Advertising, Inc. v. John Lefakis, et al*, filed in San Bernardino County, Case No.: SCVSS 113641. Mr. Buckman filed a motion to withdraw in the case, which was granted, then held the settlement money in his trust account to pay himself for fees in dispute. Mr. Lefakis thereafter hired me to represent him in the *Heywood* matter to effectuate settlement.

I have repeatedly demanded that Mr. Buckman (through his "attorney", i.e., the associate in his office, Tyler S. Prokop) return the funds. There has been a repeated failure to do so.

Enclosed please find the January 31, 2006, correspondence of Mr. Prokop on behalf of Mr. Buckman. Therein, in pertinent part, it states:

It is up to the court to decide the amount the Lefakis owe to my client as well as the disposition of the \$10,000.00 held in Mr. Buckman's client trust

BORTON, PETRINI & CONRON, LLP

Office of the Chief Trial Counsel/Intake  
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account. Although the State Bar may have something to say about these monies, it is not for you to do the State Bar's job. Until the State Bar or the court directs otherwise, the \$10,000.00 will remain in the trust account. Rest assured that if the Lefakis are entitled to the money, it will be promptly forwarded to them. However, absent a court order I will not comply with your demands. Thus, I am finished communicating with you regarding this matter. Any further correspondence from you will be filed unread and without a response.

Underscoring added to emphasize the unequivocal refusal to return the funds.

Mr. Lefakis entered into an agreement to settle the *Heywood* matter for \$10,000.00. Mr. Buckman has absconded with the funds. I now represent Mr. Lefakis in the *Heywood* matter and need to acquire \$10,000.00 to effectuate the settlement. Furthermore, it is the ethical obligation of all attorneys to assist the State Bar relative to known unethical conduct of another attorney. The failure to assist may be considered unethical in and of itself. As such, I strongly disagree with Mr. Prokop's indication that I am not to assist the State Bar in helping a former client of an unethical attorney.

*Time is of the essence.* In the *Heywood* matter we have an agreed settlement. Just recently, the court on January 31, 2006, continued the OSC re Dismissal to March 28, 2006, to try to get this settlement to bed. On behalf of Mr. Lefakis, and understanding the limited funding of the State Bar, it is respectfully requested the State Bar expedite this matter as delay causes ongoing harm and could impact the settlement directly.

Very truly yours,

  
Christopher L. Cockrell, Sr.

CLC:kpm

Enclosure: January 31, 2006 Letter from Mr. Prokop

cc: Tyler S. Prokop, Esq.  
Danuta Tuszynska, Esq.  
John and Debra Lefakis



**LAW OFFICES OF  
MARK F. BUCKMAN**

717 K STREET, SUITE 219  
SACRAMENTO, CA 95814

TELEPHONE (916) 442-8300  
FACSIMILE (916) 442-8301

January 31, 2006

**VIA FACSIMILE: (909) 381-0658**

Christopher L. Cockrell, Esq.  
Borton, Petrini & Conron, LLP  
290 North "D" Street, Suite 500  
San Bernardino, CA 92401

**Re: Lefakis v. Moore, et al.**

Dear Mr. Cockrell:

I notice your letter today was copied to the State Bar. I do not represent Mr. Buckman as to alleged non-compliance with the Rules of Professional Conduct; rather, I represent him with respect to the lawsuit filed against the Lefakis seeking recovery of the \$55,000.00+ of attorneys fees and costs they owe him. Thus, please do not mention any alleged ethical issues to me in the future.

It is readily apparent that our clients dispute monetary issues. Mr. Buckman has filed suit and all disputes between the parties should be tried before the court, not between you and I. Moreover, as Ms. Tuszynska represents the Lefakis with regard to that dispute, it is unproductive for you and I to continue arguing matters that the court will decide.

It is up to the court to decide the amount the Lefakis owe to my client as well as the disposition of the \$10,000.00 held in Mr. Buckman's client trust account. Although the State Bar may have something to say about these monies, it is not for you to do the State Bar's job. Until the State Bar or the court directs otherwise, the \$10,000.00 will remain in the trust account. Rest assured that if the Lefakis are entitled to the money, it will be promptly forwarded to them. However, absent a court order I will not comply with your demands. Thus, I am finished communicating with you regarding this matter. Any further correspondence from you will be filed unread and without a response.

Sincerely,



Tyler S. Prokop

cc Mark F. Buckman, Esq.



**LAW OFFICES OF  
MARK F. BUCKMAN**

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717 K STREET, SUITE 219  
SACRAMENTO, CA 95814

TELEPHONE (916) 442-8300  
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September 28, 2005

**VIA FACSIMILE: (951) 789-4602**

Nicholas Schouten, Esq.  
17094 Van Buren  
Riverside, CA 92508  
Phone: (951) 789-4602

**Re: Heywood v. Lefakis et al.; Case No. SCVSS 113641**

Dear Nick:

Following is my clients' signed settlement agreement. Looking forward to your clients overnighting the \$6,000.00 cashier's check on Friday and then filing my clients' dismissal with prejudice next week. In the meantime, please feel free to call me at (916) 442-8300 if you have any questions regarding the above.

Sincerely,



Mark F. Buckman

**LAW OFFICES OF  
MARK F. BUCKMAN**

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717 K STREET, SUITE 219  
SACRAMENTO, CA 95814

TELEPHONE (916) 442-8300  
FACSIMILE (916) 442-8301

September 26, 2005

**VIA FACSIMILE: (909) 888-6077**

Martin E. Keller, Esq.  
323 W. Court Street, Suite 303  
San Bernardino, CA 92401  
Phone: (909) 889-2681

**Re: Heywood v. Lefakis et al.; Case No. SCVSS 113641**

Dear Mr. Keller:

My client are willing to settle this matter for \$10,000.00. Enclosed is a draft settlement agreement for your review and approval. In the meantime, please feel free to call me at (916) 442-8300 if you have any questions regarding the above.

Sincerely,



Mark F. Buckman

cc: John Lefakis