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State Bar Court of California Hearing Department Los Angeles DISBARMENT		PUBLIC MATTER
<b>Counsel For The State Bar</b>  Jean Cha 1149 S Hill St Los Angeles, CA 90015 (213) 765-1000  Bar # 228137	<b>Case Number(s):</b> 09-O-10430; 09-O-11453; 09-O-15949; 10-O-01147; 10-O-07008; 10-O-03420; 10-O-03259; 10-O-03586; 10-O-04908	<b>For Court use only</b>  <div style="text-align: center;"> <b>FILED</b>  <b>SEP 22 2011</b>            STATE BAR COURT            CLERK'S OFFICE            LOS ANGELES         </div> <div style="text-align: center;"> <small>kwiktag® 018 037 904</small>   </div>
<b>In Pro Per Respondent</b>  Anthony J. Turner 1818 W Beverly Blvd, Ste 103 Montebello, CA 90640 (310) 491-5998  Bar # 139355	<b>Submitted to: Assigned Judge</b>  STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT  <b>DISBARMENT</b>  <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
<b>In the Matter of:</b> Athony John Turner  Bar # 139355  A Member of the State Bar of California (Respondent)		

**Note:** All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

#### A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted February 9, 1989.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of (35) pages, not including the order.
- (4) A statement of acts or omissions acknowledged by respondent as cause or causes for discipline is included under "Facts."

- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law."
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
- ☒ Costs to be awarded to the State Bar.
- ☐ Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
- ☐ Costs are entirely waived.
- (9) ORDER OF INACTIVE ENROLLMENT:  
The parties are aware that if this stipulation is approved, the judge will issue an order of inactive enrollment under Business and Professions Code section 6007, subdivision (c)(4), and Rules of Procedure of the State Bar, rule 5.111(D)(1).

**B. Aggravating Circumstances [for definition, see Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.**

- (1) ☒ **Prior record of discipline**
- (a) ☒ State Bar Court case # of prior case, S 120911; 03-O-02067; 03-O-02068
- (b) ☒ Date prior discipline effective March 20, 2004
- (c) ☒ Rules of Professional Conduct/ State Bar Act violations: Rules of Professional Conduct rule 4-100(A) failure to maintain funds; rule 4-100(A) commingling
- (d) ☒ Degree of prior discipline One Year Stayed Suspension, Three Years Probation, & No Actual Suspension.
- (e) ☒ If respondent has two or more incidents of prior discipline, use space provided below:
- Prior Case No. 01-O-02605, Effective December 23, 2002, Violations Rules of Professional Conduct rule 4-100(A) failing to maintain funds; rule 4-100(A) failing to deposit funds in CTA; rule 4-100(A) commingling; Public Reprimand.
- (2) ☐ **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) ☐ **Trust Violation:** Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) ☒ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. Respondent caused financial loss to his clients.

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- (5) ☐ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) ☐ **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) ☐ **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct.
- (8) ☐ **No aggravating circumstances** are involved.

**Additional aggravating circumstances:**

NA

**C. Mitigating Circumstances [see standard 1.2(e)]. Facts supporting mitigating circumstances are required.**

- (1) ☐ **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) ☐ **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) ☒ **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings. Respondent cooperated during the pendency of the instant proceeding by stipulating. He also recognized her wrongdoing and admitted culpability. His candor and cooperation are mitigating factors. (Std. 1.2(e)(v).)
- (4) ☐ **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) ☐ **Restitution:** Respondent paid \$        on        in restitution to        without the threat or force of disciplinary, civil or criminal proceedings.
- (6) ☐ **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to respondent and the delay prejudiced him/her.
- (7) ☐ **Good Faith:** Respondent acted in good faith.
- (8) ☐ **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and respondent no longer suffers from such difficulties or disabilities.
- (9) ☒ **Severe Financial Stress:** At the time of the misconduct, respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct. During a portion of the time of the misconduct, Respondent suffered from severe financial stress arising out of his dissolution of marriage.

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- (10) ☒ **Family Problems:** At the time of the misconduct, respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature. Respondent's dissolution of marriage caused great distress in his personal life.
- (11) ☐ **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) ☐ **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) ☐ **No mitigating circumstances** are involved.

**Additional mitigating circumstances:**

**D. Discipline: Disbarment.**

**E. Additional Requirements:**

- (1) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (2) ☒ **Restitution:** Respondent must make restitution to Tawania Bennett in the amount of \$ 1,000 plus 10 percent interest per year from 8/18/08. If the Client Security Fund has reimbursed Tawania Bennett for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 1,827 days from the effective date of the Supreme Court order in this case.
- (3) ☒ **Other:** Restitution: Respondent must make restitution to Luis Guevara in the amount of \$3,274 plus 10 percent interest per year from 6/6/09. If the Client Security Fund (CSF) has reimbursed Luis Guevara for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 1,827 days from the effective date of the Supreme Court order in this case.

Restitution: Respondent must make restitution to David Paniagua Magana in the amount of \$3,000 plus 10 percent interest per year from 9/24/09. If the Client Security Fund (CSF) has reimbursed David Paniagua Magana for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 1,827 days from the effective date of the Supreme Court order in this case.

Restitution: Respondent must make restitution to Ximeno Quiroga in the amount of \$4,799 plus 10 percent interest per year from 3/23/10. If the Client Security Fund (CSF) has reimbursed Ximeno Quiroga for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 1,827 days from the effective date of the Supreme Court order in this case.

Restitution: Respondent must make restitution to Maria Serna in the amount of \$2,000 plus 10 percent interest per year from 11/15/09. If the Client Security Fund (CSF) has reimbursed Maria Serna for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 1,827 days from the effective date of the Supreme Court order in this case.

Restitution: Respondent must make restitution to Peter and Sucena Caceres in the amount of \$4,500 plus 10 percent interest per year from 4/14/09. If the Client Security Fund (CSF) has reimbursed Peter and

Sucena Caceres for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 1,827 days from the effective date of the Supreme Court order in this case.

Restitution: Respondent must make restitution to Stacy Johnson in the amount of \$2,500 plus 10 percent interest per year from 5/1/08. If the Client Security Fund (CSF) has reimbursed Stacy Johnson for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 1,827 days from the effective date of the Supreme Court order in this case.

Restitution: Respondent must make restitution to Stacy Johnson in the amount of \$1,200 plus 10 percent interest per year from 11/15/08. If the Client Security Fund (CSF) has reimbursed Stacy Johnson for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 1,827 days from the effective date of the Supreme Court order in this case.

Restitution: Respondent must make restitution to Miguel and Nancy Arellano in the amount of \$3,700 plus 10 percent interest per year from 1/16/09. If the Client Security Fund (CSF) has reimbursed Miguel and Nancy Arellano for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 1,827 days from the effective date of the Supreme Court order in this case.

Attachment language (if any):

**ATTACHMENT TO  
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION**

IN THE MATTER OF:        ANTHONY JOHN TURNER, 139355  
CASE NUMBERS:            09-O-10430; 09-O-11453; 09-O-15949;  
                                 10-O-01147; 10-O-07008; 10-O-03420;  
                                 10-O-03259; 10-O-03586; 10-O-04908

Respondent ANTHONY TURNER, admits the facts set forth in the stipulation are true and that he is culpable of violations of the specified statutes and Rules of Professional Conduct.

**1) Case No. 09-O-10430 – Contreras Matter**

**FACTS**

1. On September 13, 2007, Andrea Contreras ("Contreras") hired Respondent to file and complete her Chapter 13 bankruptcy. In September 2007, Contreras paid Respondent \$1,000 for advanced attorney's fees and costs.
2. On November 6, 2007, Respondent filed a Chapter 13 bankruptcy petition on Contreras's behalf. Contreras later requested that the Chapter 13 be converted to a Chapter 7 bankruptcy.
3. On January 31, 2008, the court granted the request, and the bankruptcy was converted to a Chapter 7. The meeting of creditors was scheduled for February 28, 2008.
4. On February 26, 2008, Respondent's office told Contreras that she did not have to appear at the meeting of creditors.
5. On February 28, 2008, the bankruptcy trustee requested additional documentation and continued the creditor's meeting until March 20, 2008.
6. On March 20, 2008, Contreras did not appear at the continued meeting of creditors. Therefore, the bankruptcy trustee filed a request to dismiss the bankruptcy, which was granted by the court on April 19, 2008.
7. Respondent told Contreras that her bankruptcy had been dismissed because she did not appear at the meeting of creditors. Respondent suggested and offered to file a Motion to Set Aside the dismissal. Respondent agreed to file the motion for Contreras.

8. On May 27, 2008, Contreras met with Respondent to review documents to be submitted with the motion to set aside the dismissal. Contreras executed a declaration stating that she thought she was not required to appear at the meeting of creditors. Thereafter, Respondent did not file a motion on Contreras's behalf in her bankruptcy matter.

9. On August 18, 2008, Respondent sent an email to Contreras misrepresenting that the motion to set aside the dismissal in her bankruptcy matter was filed and a hearing was scheduled for September 26, 2008 at 1:30 p.m. Respondent knew that he not filed the motion and knew no hearing was scheduled.

10. On September 25, 2008, Contreras emailed Respondent asking if she had to attend the September 26, 2008 hearing regarding setting aside the dismissal. On September 25, 2008, Respondent emailed Contreras back telling her that she did not need to attend the hearing, and he would let her know what happened.

11. In September through October 2008, Contreras contacted Respondent on several occasions trying to obtain the status of the motion to set aside the dismissal. Respondent did not respond. Therefore, Contreras made an appointment to see Respondent at his office on October 29, 2008.

12. On October 29, 2008, Contreras waited for Respondent for 90 minutes before Respondent called and cancelled the meeting. Thereafter, Contreras contacted the bankruptcy court and discovered that Respondent never filed the motion to set aside the dismissal.

#### **CONCLUSIONS OF LAW**

13. By failing to appear at the March 20, 2008 creditor's meeting, by failing to file the motion to set aside the dismissal of the bankruptcy matter and by failing to respond Contreras's inquiries regarding the motion to dismiss, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct rule 3-110(A).



14. By misrepresenting to Contreras that he had filed the motion to set aside the dismissal when he knew he had not and by misrepresenting to Contreras that the hearing regarding the motion was scheduled for September 26, 2008 at 1:30 p. m. when he knew it was not, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

**2) Case No. 09-O-11453 – Bennett Matter**

**FACTS**

15. On May 8, 2007, Tawania L. Bennett (“Bennett”) hired Respondent to complete a Chapter 7 bankruptcy on her behalf. In May 2007, Bennett paid Respondent \$1,000 - \$701 for legal fees and \$299 for filing fees.

16. For months, Bennett telephoned and left messages for Respondent requesting the status of her bankruptcy. Respondent did not respond to Bennett’s telephone calls and messages. Finally, Bennett obtained an appointment to see Respondent.

17. On March 10, 2008, Respondent met with Bennett and told her that he had “dropped the ball” and had not filed her bankruptcy petition. Respondent refunded \$700 to Bennett and filed a bankruptcy petition on Bennett’s behalf.

18. On June 4, 2008, Bennett provided Respondent with a certificate showing that she had completed a credit counseling course. Respondent failed to file the certificate with the bankruptcy court showing she had completed a personal financial management course.

19. In December 2008, Bennett received notice from the bankruptcy court that her

20. Chapter 7 petition had been dismissed due to her failure to file a form stating she had completed a personal financial management course.

21. In March 2009, Bennett met with Respondent, who agreed to file a motion to reopen the bankruptcy on Bennett’s behalf.

22. On March 13, 2009, Respondent filed a motion to reopen Bennett’s bankruptcy matter but failed to include a proof of service and failed to lodge an Order for Motion to Reopen Case.

As a result, the bankruptcy court did not rule on the motion to reopen. Thereafter, Respondent performed no further legal services on Bennett's behalf.

23. On April 21, 2010, attorney Michelle A. Marchisotto substituted in as Bennett's counsel in the bankruptcy matter.

24. On June 1, 2010, Marchisotto properly filed a motion to reopen the Chapter 7 bankruptcy, which was granted on July 13, 2010 and on October 6, 2010, Bennett's bankruptcy matter was discharged.

25. On April 6, 2009, the State Bar opened an investigation, case no. 09-O-

26. 11453, pursuant to a complaint made against Respondent by Tawania Bennett (the "Bennett matter").

27. On August 25, 2009 and September 22, 2009, a State Bar investigator mailed letters to Respondent regarding the Bennett matter requesting that Respondent respond in writing to specific allegations of misconduct. Respondent received the letters but failed to provide a response.

### **CONCLUSIONS OF LAW**

28. By failing to timely file Bennett's bankruptcy petition, by failing to file the certificate showing Bennett had attended credit counseling and by failing to properly file a motion to reopen the bankruptcy, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct rule 3-110(A).

29. By not providing a written response to the allegations in the Bennett matter or otherwise cooperating in the investigation of the Bennett matter, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent in wilful violation of Business and Professions Code section 6068(i).

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**3) Case No. 09-O-15949 – Guevara Matter**

**FACTS**

30. On March 24, 2009, Luis Guevara (“Guevara”) hired Respondent to complete a Chapter 13 bankruptcy on Guevara’s behalf. Thereafter, Guevara paid Respondent \$3,000 in advanced attorney’s fees.

31. On April 28, 2009, Guevara paid Respondent \$274 by check as advanced costs in his bankruptcy matter.

32. On June 6, 2009, Respondent met with Guevara regarding the bankruptcy.

33. Thereafter, Respondent did not file a bankruptcy petition on Guevara’s behalf and had no further contact with Guevara.

34. Between June 6, 2009 and July 31, 2009, Guevara telephoned Respondent on several occasions leaving messages requesting an update. Respondent received the messages but did not respond to Guevara’s telephone calls.

35. On June 24, 2006, Guevara emailed Respondent regarding Respondent’s failure to respond to Guevara’s telephone calls. In the June 24, 2006 email, Guevara told Respondent that he had completed credit counseling, kept his appointments and paid the legal fees and costs and wanted the professional courtesy of a return telephone call. Respondent received the email but failed to respond.

36. On July 31, 2009, Guevara wrote Respondent requesting a refund of the fees and costs paid to Respondent. Respondent received the letter but did not reply to Guevara’s letter and did not refund any of the fees or costs to Guevara.

37. Respondent did not deposit the \$274 check for filing fees into a trust account but rather negotiated the \$274 check for cash. Respondent did not file the bankruptcy petition on Guavara’s behalf and did not pay any filing fees on Guavara’s behalf.

38. On September 29, 2009, the State Bar opened an investigation, case no. 09-O-15949, pursuant to a complaint made against Respondent by Luis Guevara (the “Guevara matter”).

39. On January 25, 2010 and February 16, 2010, a State Bar investigator mailed letters to Respondent at regarding the Guevara matter requesting that Respondent respond in writing to specific allegations of misconduct. Respondent received the letters but failed to provide a response.

### **CONCLUSIONS OF LAW**

40. By failing to file a bankruptcy petition on Guevara's behalf and by failing to complete Guevara's bankruptcy Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct rule 3-110(A).

41. By not responding to Guevara's telephone calls and email, Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services in wilful violation of Business and Professions Code section 6068(m).

42. By not refunding the \$3,274 to Guevara, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct rule 3-700(D)(2).

43. By cashing the \$274 check intended for filing fees for Guavara's bankruptcy rather than depositing it into his client trust account as an advanced cost, Respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rules of Professional Conduct rule 4-100(A).

44. By not returning the \$274 to Guavara despite his request, Respondent dishonestly or with gross negligence misappropriated \$274 in funds from Guavara and committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

45. By not providing a written response to the allegations in the Guevara matter or otherwise cooperating in the investigation of the Guevara matter, Respondent failed to cooperate and

participate in a disciplinary investigation pending against Respondent in wilful violation of Business and Professions Code section 6068(i).

**4) Case No. 10-O-01147 – Paniagua Matter**

**FACTS**

46. On June 22, 2009, Paniagua's home was sold at a trustee sale to Marbury Park Group, who gave notice to Paniagua that they had purchased his home.

47. On June 22, 2009, Paniagua filed a bankruptcy petition in *In the Matter of Bankruptcy of David Paniagua Magana*, United States Bankruptcy Court, Central District, case number 2:09-bk-25772-VZ (the "Paniagua bankruptcy").

48. On July 18, 2009, Paniagua and his wife went to Respondent's office and spoke to his office administrator, Joe Adame ("Adame"). During the July 18, 2009 meeting, Adame told Paniagua that he would not lose his home. Although the home had already been sold at a trustee sale, Adame told Paniagua that Respondent would modify and reduce mortgage payments on the home.

49. On July 18, 2009, Paniagua entered into a retainer agreement with Respondent and paid Respondent \$1,000 in advanced attorney's fees and \$274 for advanced costs for the bankruptcy.

50. On July 20, 2009, Paniagua paid Respondent an additional \$2,000 in advanced attorney's fees.

51. On July 27, 2009, Marbury Park Group filed a motion in the Paniagua bankruptcy seeking relief from the automatic stay. Respondent did not file a response to the motion.

52. On July 31, 2009, Respondent filed a Chapter 13 plan on Paniagua's behalf in the Paniagua bankruptcy.

53. On August 31, 2009, the court in the Paniagua bankruptcy granted Marbury Park Group's motion for relief from the automatic stay.

54. On September 9, 2009, Adame told Paniagua that Respondent was still working on Paniagua's bankruptcy.

55. On September 16, 2009, the court dismissed Paniagua's bankruptcy matter because Respondent and Paniagua failed to appear at the confirmation hearing.

56. On September 24, 2009, Paniagua telephoned Respondent asking about the status of his bankruptcy. Respondent transferred the telephone call to Adame.

57. On November 2, 2009, Paniagua received a Notice to Vacate the home no later than November 7, 2009.

58. Respondent failed to supervise his employee by allowing Adame to misrepresent the scope of legal options available to Paniagua.

59. On February 11, 2010, the State Bar opened an investigation, case no. 10-O-01147, pursuant to a complaint made against Respondent by David Paniagua (the "Paniagua matter").

60. On July 28, 2010, August 25, 2010, and October 6, 2010, a State Bar investigator mailed letters to Respondent at regarding the Paniagua matter requesting that Respondent respond in writing to specific allegations of misconduct being investigated by the State Bar. Respondent received the letters but failed to provide a response.

### **CONCLUSIONS OF LAW**

61. By not opposing Marbury Park's motion seeking relief from the automatic stay, by not appearing at the confirmation hearing in the Paniagua bankruptcy and by not properly advising Paniagua regarding his legal options, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct 3-110(A).

62. By not providing a written response to the allegations in the Paniagua matter or otherwise cooperating in the investigation of the Paniagua matter, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent in wilful violation of Business and Professions Code section 6068(i).

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**5) Case No. 10-O-07008 – Quiroga Matter**

**FACTS**

63. On October 26, 2009, HSBC purchased Ximeno Quiroga's home through a foreclosure sale. On October 31, 2009, HSBC served Ximeno Quiroga ("Quiroga") with a Notice to Quit.

64. On November 17, 2009, facing eviction from his home, Quiroga met with Respondent's office administrator, Joe Adame ("Adame"), regarding his matter. On November 17, 2009, Adame told Quiroga that a Chapter 7 bankruptcy was the best way for Quiroga to save his home.

65. On November 17, 2009, Quiroga hired Respondent and paid him \$2,299 in attorney's fees and advanced costs for a bankruptcy.

66. On November 23, 2009, HSBC Bank filed an unlawful detainer against Quiroga.

67. On November 30, 2009, Respondent filed a Chapter 7 bankruptcy petition on Quiroga's behalf in *In the Matter of Bankruptcy of Ximeno Quiroga*, United States Bankruptcy Court, Central District, case number 02:09-bk-43618-AA (the "Quiroga bankruptcy").

68. The Meeting of Creditors in the Quiroga bankruptcy was set for January 11, 2010.

69. Shortly after the bankruptcy petition was filed, Respondent told Quiroga that he would not have to attend the Meeting of Creditors.

70. On November 30, 2009, the court in the Quiroga bankruptcy served a Case Commencement Deficiency Notice on Respondent. Specifically, the notice stated that the bankruptcy would be dismissed if the following documents were not filed in fifteen days: Certificate of Credit Counseling; Statement of Social Security and Electronic Filing Declaration. Respondent received the November 30, 2009 notice but did not file the requested items with the court.

71. On December 23, 2009, HSBC Bank filed a motion in the Quiroga bankruptcy seeking relief from the automatic stay. On December 23, 2009, HSBC served Respondent with the motion. Respondent received the motion but did not file a response.

72. On January 11, 2010, both Respondent and Quiroga failed to appear at the Meeting of Creditors.

73. On January 27, 2010, the court issued an order dismissing Quiroga's bankruptcy matter due to the failure to appear at the Meeting of Creditors.

74. On January 30, 2010, Respondent told Quiroga that he would file a Chapter 13 bankruptcy on Quiroga's behalf.

75. On February 1, 2010, Respondent filed a complaint on Quiroga's behalf to set aside the trustee sale and requesting injunctive relief in the United States Bankruptcy Court, Central District. After filing the complaint, Respondent did nothing further regarding the complaint and the court never ruled on the matter.

76. On February 9, 2010, the court in the Quiroga bankruptcy granted HSBC's motion for relief from automatic stay.

77. On February 9, 2010, Quiroga paid Respondent \$274 for the filing fees for a second bankruptcy petition.

78. On February 12, 2010, Respondent filed a Chapter 13 bankruptcy petition on Quiroga's behalf in *In the Matter of Bankruptcy of Ximeno Quiroga*, United States Bankruptcy Court, Central District, case number 2:10-bk-15029-VK (the "second Quiroga bankruptcy").

79. The Meeting of Creditors in the second Quiroga bankruptcy was set for March 30, 2010.

80. On February 18, 2010, the court in the second Quiroga bankruptcy served a Case Commencement Deficiency Notice on Respondent. Specifically, the notice stated that the bankruptcy would be dismissed if various documents were not filed fourteen days from the filing of the petition, including the Certificate of Credit Counseling; Statement of Social Security, Electronic Filing Declaration, Summary of Schedules and Disclosure of Compensation of Attorney for Debtor. Respondent received the February 12, 2010 notice but did not file the requested documents with the court.

81. On March 5, 2010, the court issued an order dismissing the second Quiroga bankruptcy matter due to the failure to file all the required documents. Respondent did not inform Quiroga that the second bankruptcy matter had been dismissed.



82. On March 23, 2010, unaware that his second bankruptcy had been dismissed, Quiroga paid Respondent an additional \$1,000 in attorney's fees.

83. On March 24, 2010, Quiroga was served with a notice of eviction.

84. On November 17, 2009, Respondent filed a Disclosure of Compensation of Attorney for Debtor with the court in Quiroga's second bankruptcy stating that his fee for the bankruptcy was \$2,000 and there was no balance due by Quiroga.

85. On December 21, 2009, Quiroga paid Respondent an additional \$1,500 in attorney's fees for the second Quiroga bankruptcy.

86. Respondent did not obtain permission from the bankruptcy court prior to accepting the additional \$1,500 in attorney's fees from Quiroga for the second Quiroga bankruptcy.

87. From March 25, 2010 through May 2010, Quiroga left several messages with Respondent's office seeking the status of his bankruptcy. Respondent did not return Quiroga's telephone calls.

88. On July 28, 2010, the State Bar opened an investigation, case no. 10-O-07008, pursuant to a complaint made against Respondent by Ximeno Quiroga (the "Quiroga matter").

89. On September 16, 2010, and October 6, 2010, a State Bar investigator mailed letters to Respondent regarding the Quiroga matter and requesting that Respondent respond in writing to specific allegations of misconduct being investigated. Respondent received the letters but failed to provide a written response.

## **CONCLUSIONS OF LAW**

90. By failing to file the documents listed in the Case Commencement Deficiency Notice in Quiroga's first bankruptcy, by failing to file a response to the motion seeking relief from the automatic stay, by failing to attend the January 11, 2010 Meeting of Creditors and by failing to file the documents listed in the Case Commencement Deficiency Notice in Quiroga's second bankruptcy, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct rule 3-110(A).

91. By collecting an additional \$1,500 in attorney's fees from Quiroga for the second Quiroga bankruptcy matter, Respondent entered into an agreement for, charged, or collected an illegal fee in wilful violation of Rules of Professional Conduct rule 4-200(A).

92. By failing to tell Quiroga that his second bankruptcy had been dismissed, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services in wilful violation of Business and Professions Code section 6068(m).

93. By not responding to Quiroga's telephone calls, Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services in wilful violation of Business and Professions Code section 6068(m).

94. By not providing a written response to the allegations in the Quiroga matter or otherwise cooperating in the investigation of the Quiroga matter, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent in wilful violation of Business and Professions Code section 6068(i).

#### **6) Case No. 10-O-03420 – Serna Matter**

##### **FACTS**

95. On November 1, 2008, Maria Serna ("Serna") employed Respondent to obtain a loan modification of her home mortgage. On November 1, 2008, Serna paid Respondent \$1,500 in advanced legal fees to obtain the modification. On November 1, 2008, Respondent's, office administrator, Joe Adame ("Adame") advised Serna to stop making her mortgage payments.

96. After employing Respondent, Serna made telephone calls to Respondent's office seeking the status of the modification but was only able to talk to Respondent on two occasions. On both of those occasions, Respondent quickly transferred Serna's telephone calls to Adame, who told her that the bank was the cause of any delay.

97. In August 2009, Serna received a Notice of Default from her bank. Serna contacted Respondent's office and was told that her lender had denied her request for a loan modification. Adame told Serna that her only option was to file for bankruptcy.

98. On August 18, 2009, Serna signed the documents necessary for the bankruptcy.

99. On August 20, 2009, Serna paid Respondent's office \$2,000 as advanced attorney's fees for the bankruptcy. Thereafter, Respondent failed to file the bankruptcy petition on Serna's behalf.

100. On November 15, 2009, Serna learned Respondent had not provided the requested information to her lender regarding the loan modification. On November 15, 2009, Serna contacted Respondent's office and requested a refund of the \$2,000 in advanced fees she had paid for the bankruptcy.

101. On December 16, 2009, Adame wrote Serna telling her that her refund will be available on January 15, 2010, if not before that date. Respondent did not refund any unearned fees to Serna.

102. Respondent provided no services of value to Serna. Respondent did not earn any \$2,000 paid by Serna and has not refunded any of the fees.

103. On February 8, 2010, the State Bar opened an investigation, case no. 10-O-03420, pursuant to a complaint made against Respondent by Maria Serna (the "Serna matter").

104. On July 28, 2010, August 26, 2010, and October 6, 2010, a State Bar investigator mailed letters to Respondent requesting that Respondent respond in writing to specific allegations of misconduct being investigated by the State Bar in the Serna matter. Respondent received the July 28, 2010 letter but failed to provide a response.

## **CONCLUSIONS OF LAW**

105. By failing to provide the requested documentation to Serna's lender in order to obtain a loan modification and by failing to file bankruptcy on Serna's behalf, Respondent intentionally,

recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct rule 3-110(A).

106. By not refunding the \$2,000 to Serna, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct rule 3-700(D)(2).

107. By not providing a written response to the allegations in the Serna matter or otherwise cooperating in the investigation of the Serna matter, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent in wilful violation of Business and Professions Code section 6068(i).

#### **7) Case No. 10-O-03259 – Caceres Matter**

#### **FACTS**

108. On March 21, 2009, facing the foreclosure of their home, Peter and Sucena Caceres (the “Cacereses”) met with Respondent’s office administrator, Joe Adame (“Adame”), regarding filing for bankruptcy. On March 21, 2009, Adame told the Cacereses that a Chapter 13 bankruptcy would help them keep their home.

109. On March 21, 2009, Adame told the Caceres that the fee for the bankruptcy would be \$4,500 and told them to make the check payable to Park Avenue, which is a company owned by Adame.

110. On March 21, 2009, the Cacereses gave a check for \$2,000 to Adame made payable to Park Avenue.

111. On March 30, 2009, the Cacereses received a Notice of Trustee’s Sale stating that their house would be sold on April 24, 2009.

112. On April 14, 2009, the Cacereses provided another check to Adame made payable to Park Avenue for \$1,500. On April 14, 2009, the Cacereses also gave Adame \$1,000 in cash for attorney’s fees.

113. On April 20, 2009, the Cacereses issued a check made payable to Park Avenue for \$274 for filing fees in their bankruptcy.

114. On April 23, 2009, Respondent filed a Chapter 13 bankruptcy petition on the Cacereses' behalf in *In the Matter of Bankruptcy of Peter Caceres and Sucena Caceres*, United States Bankruptcy Court, Central District, case number 09-19410-VZ (the "Caceres bankruptcy").

115. On April 23, 2009, the court in the Caceres bankruptcy served a Case Commencement Deficiency Notice on Respondent. Specifically, the notice stated that the bankruptcy would be dismissed if various documents were not filed with the bankruptcy court within fifteen days from the filing of the petition, including the Certificate of Credit Counseling; Summary of Schedules, and Disclosure of Compensation of Attorney for Debtor. Respondent received the April 23, 2009 notice but failed to file the requested items with the court.

116. On May 22, 2010, the court issued an order dismissing the Caceres bankruptcy matter due to the failure to file all the required documents. The order of dismissal was served on the Caceres.

117. In June 2009, the Cacereses spoke to Adame who told them not to worry because Respondent would take care of the dismissal of the bankruptcy.

118. On June 30, 2009, Marbury Park Group purchased the Caceres home in a foreclosure sale.

119. On July 11, 2009, Sucena Caceres and her brother met with Respondent, who told Sucena that she would not have to leave her home.

120. On July 20, 2009, Marbury Park Group filed an unlawful detainer against the Cacereses. On July 20, 2009, the Cacereses spoke to Respondent who represented that he would file a response in the unlawful detainer complaint on the Caceres's behalf. Thereafter, Respondent failed to file a response in the unlawful detainer complaint.

121. In October 2009, the Cacereses went to Respondent's office and demanded a full refund from Adame. During the meeting, Adame told the Caceres that Respondent's office would file a

Chapter 7 bankruptcy petition on their behalf. Thereafter, Respondent failed to file the bankruptcy petition.

122. On February 8, 2010, the State Bar opened an investigation, case no. 10-O-03259, pursuant to a complaint made against Respondent by Peter Caceres (the “Caceres matter”).

123. On October 6, 2010, a State Bar investigator mailed a letter to Respondent at his address of record regarding the Caceres matter. The investigator’s October 6, 2010 letter requested that Respondent respond in writing by October 22, 2010 to specific allegations of misconduct being investigated by the State Bar in the Caceres matter. Respondent received the October 6, 2010 letter but failed to provide a response.

### **CONCLUSIONS OF LAW**

124. By allowing Adame to advise the Cacereses about legal options regarding their the bankruptcy, Respondent aided a person or entity in the unauthorized practice of law in wilful violation of Rules of Professional Conduct rule 1-300(A).

125. By failing to file the documents listed in the Case Commencement Deficiency Notice in Cacereses’ bankruptcy and by failing to file a response to the unlawful detainer on the Cacereses’ behalf, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct rule 3-110(A).

126. By not providing a written response to the allegations in the Caceres matter or otherwise cooperating in the investigation of the Caceres matter, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent in wilful violation of Business and Professions Code section 6068(i).

### **8) Case No. 10-O-03586 – Johnson Matter Part 1**

### **FACTS**

127. On April 14, 2008, a breach of contract complaint was filed against Stacy Johnson (“Johnson”) in Cynthia Stafford v. Stacy Y. Johnson, Los Angeles County Superior Court, case

number BC389042 (the “breach of contract action”). On May 1, 2008, the court set the Case Management Conference in the Johnson action for August 20, 2008.

128. On May 1, 2008, Johnson employed Respondent and paid him \$2,500 in attorney’s fees to represent her in the breach of contract action.

129. On June 10, 2008, Respondent wrote plaintiff’s counsel in the breach of contract action, confirming that he was representing Johnson and requesting an additional 20 days to file a response and an additional 30 days to respond to discovery. On June 12, 2008, opposing counsel agreed to Respondent’s request. Thereafter, Respondent failed to file a response and failed to provide the discovery responses.

130. On July 7, 2008, plaintiff’s counsel wrote Respondent regarding the overdue response to the complaint in the breach of contract action. In the July 7, 2008 letter, counsel told Respondent that if the response was not received by the close of business on July 20, 2008, a Request for Entry of Default would be filed. Plaintiff’s counsel properly mailed the July 7, 2008 letter to Respondent. Respondent received the letter but failed to file a response in the breach of contract action.

131. On July 28, 2008, plaintiff’s counsel in the breach of contract action filed a Request for Entry of Default and served the request for default on Johnson.

132. From July 30, 2008 through August 14, 2008, Johnson emailed Respondent asking that he contact her regarding her case. Respondent received the emails but failed to respond.

133. On August 19, 2008, Johnson telephoned Respondent regarding her case, and Respondent admitted that he had “dropped the ball” on her case.

134. On August 20, 2008, Respondent failed to appear at the Case Management Conference in the breach of contract action, and the court entered default against Johnson in the breach of contract action. The court scheduled an Order to Show Cause (OSC) regarding Entry of Default Judgment for September 12, 2008.

135. On August 25, 2008, plaintiff's counsel filed a Request for Dismissal of the breach of contract action and properly served the request on both Johnson and Respondent. Respondent received the Request for Dismissal.

136. On September 12, 2008, Respondent failed to appear at the OSC regarding entry of the default judgment.

137. From September 20, 2008 through September 23, 2008, Johnson sent three emails inquiring about her case. In the emails, Johnson asked why the plaintiff had filed for default and why no documents had been filed on her behalf. Respondent received the emails but failed to respond.

138. On September 30, 2008, Respondent filed an ex-parte motion to set aside the default in the breach of contract action. On September 30, 2008, plaintiff's counsel filed opposition to the ex-parte motion noting that Respondent had never formally appeared in the breach of contract action.

139. On September 30, 2008, the parties stipulated to setting aside the default in the breach of contract action.

140. On October 3, 2008, the court in the breach of contract action ordered Johnson to pay \$350 in attorney's fees to plaintiff's counsel.

141. On October 27, 2008, Respondent belatedly filed a response to the complaint in the breach of contract action.

142. On October 29, 2008, Respondent appeared at the Case Management Conference in the breach of contract action. During the hearing, the court scheduled the post-mediation Status Conference for March 3, 2009.

143. On December 4, 2008, plaintiff's counsel in the breach of contract action filed motions to compel responses to Form Interrogatories, Request for Production of Documents and Responses to Special Interrogatories. The hearing regarding the motions to compel was scheduled for



January 7, 2009. On December 3, 2008, Respondent was properly served with the motions to compel. Respondent received the motions but failed to file any opposition.

144. On December 30, 2008, plaintiff's counsel in the breach of contract action filed a notice of non-opposition noting that no responses to the motion to compel had been filed by Respondent.

145. On January 7, 2009, Johnson emailed Respondent requesting information about her case. Respondent received the email but failed to respond.

146. On January 7, 2009, Respondent failed to appear at the hearing regarding the motions to compel discovery. On January 7, 2009, the court in the breach of contract action granted the motions to compel responses to discovery and ordered Johnson and Respondent, jointly and severally, to pay sanctions to defendants in the sum of \$1,390 within 30 days of the court order. Pursuant to the court's January 7, 2009 order, the discovery responses were due to plaintiff's counsel within 10 days of the court order. On January 7, 2009, opposing counsel properly served Respondent with the Notice of Ruling containing the court's January 7, 2009 orders. Respondent received the order but failed to provide discovery responses and failed to pay the sanctions as ordered by the court.

147. From January 27, 2009 through February 25, 2009, Johnson sent four emails inquiring about her case. Respondent received the emails but failed to respond.

148. On February 23, 2009, plaintiff's counsel filed a motion for terminating and monetary sanctions against Johnson. The hearing on the motion for sanctions was scheduled for March 23, 2009. On February 23, 2009, Respondent was properly served with plaintiff's motion for sanctions. Respondent received the motion but failed to respond.

149. On March 3, 2009, Respondent failed to appear at the post-mediation status conference in the breach of contract action.

150. On March 13, 2009, plaintiffs filed notice of defendant's non-opposition to plaintiff's motion for terminating and monetary sanctions.

151. On March 23, 2009, Respondent failed to appear at the hearing regarding plaintiff's motion for sanctions. On March 23, 2009, the court granted the plaintiff's motion for sanctions and ordered Johnson to pay plaintiff \$1,390. In addition, the court ordered Johnson solely liable for the sanctions imposed on January 7, 2009.

152. On March 23, 2009, plaintiff's counsel properly served Respondent with the Notice of Ruling containing the court's March 23, 2009 orders.

153. On March 23, 2009, Johnson sent Respondent an email expressing her disappointment with Respondent. In the March 23, 2009 email, Johnson told Respondent that had not received any documents from him regarding her case and that she had called and emailed Respondent numerous times and received no response. In the March 23, 2009 email, Johnson noted that there was hearing scheduled for April 1, 2009 and instructed Respondent to approach plaintiff's counsel on March 24, 2009 and to settle the case.

154. On April 1, 2009, Respondent appeared at the Final Status Conference in the breach of contract action where the parties informed the court that the matter had settled.

155. On April 30, 2009, plaintiff's counsel filed a Stipulation of Entry of Judgment against Johnson on the breach of contract action. On April 29, 2009, the stipulation was properly served on Respondent.

156. On June 2, 2009, Johnson emailed Respondent inquiring about the status of the breach of contract action. Respondent received the email but failed to respond.

157. On June 18, 2009, Johnson emailed Respondent asking about the status of the breach of contract action. In the email, Johnson told Respondent that he had not received any paperwork and did not know where to send her settlement payment.

158. From July 6, 2009 through August 16, 2009, Johnson emailed Respondent seven times asking Respondent to contact her. Respondent received the emails but failed to respond.

## **CONCLUSIONS OF LAW**

159. By failing to timely file a response in the breach of contract action, by failing to provide discovery responses, by failing to timely substitute in as counsel of record in the breach of contract action, by failing to oppose the Request for Default, by failing to appear at the Case Management Conference, by failing to oppose the motions to compel discovery, by failing to appear at the January 7, 2009 hearing, by failing to oppose the motion for monetary and terminating sanctions, by failing to appear at the March 3, 2009 post-mediation hearing and by failing to appear at the March 23, 2009 hearing in the breach of contract action, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct rule 3-110(A).

160. By failing to respond to Johnson's emails regarding the status of her case, Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services in wilful violation of Business and Professions Code section 6068(m).

### **9) Case No. 10-O-03586 – Johnson Matter Part 2**

## **FACTS**

161. On November 15, 2008, Dean Gonzales ("Gonzales") employed Respondent to file a bankruptcy petition. On November 15, 2008, Gonzales's daughter, Stacy Johnson, paid Respondent \$1,200 in advanced legal fees on Gonzales's behalf.

162. On June 2, 2009, Johnson emailed Respondent on her father's behalf asking about the status of her matter and her father's bankruptcy. Respondent received the email but failed to respond.

163. On June 18, 2009, Johnson emailed Respondent asking about the status of her case. In the email, Johnson noted that Respondent had not filed Gonzales's bankruptcy and the creditors were calling him.

164. Respondent failed to file the bankruptcy petition on Gonzales's behalf and did not provide any legal services to Gonzales.

165. Respondent provided no services of value to Gonzales. Respondent did not earn any of the \$1,200 and has not refunded any of the fees.

166. On April 9, 2010, the State Bar opened an investigation, case no. 10-O-03586, pursuant to a complaint made against Respondent by Stacy Johnson and Dean Gonzales (the "Johnson matter").

167. On September 14, 2010, and October 6, 2010, a State Bar investigator mailed letters to Respondent at his address of record regarding the Johnson matter. The investigator's letters requested that Respondent respond in writing to specific allegations of misconduct being investigated by the State Bar in the Johnson matter. Respondent received the September 14, 2010 letter but failed to provide a written response.

#### **CONCLUSIONS OF LAW**

168. By failing to file the bankruptcy petition on Gonzales's behalf, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct rule 3-110(A).

169. By not refunding the \$1,200 to Gonzales, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct rule 3-700(D)(2).

170. By not providing a written response to the allegations in the Johnson matter or otherwise cooperating in the investigation of the Johnson matter, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent in wilful violation of Business and Professions Code section 6068(i).

#### **10) Case No. 10-O-04908 – Arellano Matter**

#### **FACTS**

171. In July 2008, Miguel and Nancy Arellano (the “Arellanos”) were referred to Park Avenue regarding filing for bankruptcy. Park Avenue is owned by non-attorney Joe Adame (“Adame”).

172. On July 15, 2008, the Arellanos met with Adame, who told them he was Respondent’s assistant. During the July 15, 2008 meeting, Adame told the Arellanos that filing for a Chapter 13 bankruptcy was the best option for them. Adame told them the fee for the bankruptcy would be \$3,700 and asked them to make checks payable to Park Avenue.

173. From July 15, 2008 to January 16, 2009, the Arellanos gave Adame four checks totaling \$3,700, all made out to Park Avenue.

174. On January 8, 2009, the Arellanos gave Adame a check for \$274 for filing fee in their bankruptcy matter. The check for \$274 was made payable to Respondent.

175. In February 2009, the Arellanos met with Respondent for the first time to sign their bankruptcy petition. In the February 2009 meeting, Respondent advised the Arellanos to start making payments to the trustee as part of the Chapter 13 plan.

176. On March 17, 2009, Respondent filed a Chapter 13 bankruptcy petition on the Arellanos’ behalf in *In the Matter of Bankruptcy of Miguel A. Arellano and Nancy Arellano*, United States Bankruptcy Court, Central District, case number 6:09-bk-14920-DS (the “first Arellano bankruptcy”).

177. On March 17, 2009, the court in the first Arellano bankruptcy served a Case Commencement Deficiency Notice on Respondent. Specifically, the notice stated that the bankruptcy would be dismissed if various documents were not filed with the bankruptcy court within fifteen days from the filing of the petition, including the Summary of Schedules; Disclosure of Compensation of Attorney for Debtor and a Signed Declaration Concerning Debtor’s Schedules. Respondent received the March 17, 2009 notice but failed to file the requested items with the court.

178. On June 18, 2009, Respondent failed to appear at the confirmation hearing in the bankruptcy matter despite calling the court and requesting second call.

179. On June 23, 2009, the court dismissed the first Arellano bankruptcy matter due to Respondent and the Arellanos failure to appear at the confirmation hearing.

180. On July 1, 2009, the Arellanos contacted Adame after learning that their bankruptcy had been dismissed. Adame told them that bankruptcy would be refiled.

181. On July 10, 2009, Respondent filed a second Chapter 13 bankruptcy petition on the Arellanos' behalf in *In the Matter of Bankruptcy of Miguel A. Arellano and Nancy Arellano*, United States Bankruptcy Court, Central District, case number 6:09-bk-25532-TE (the "second Arellano bankruptcy").

182. On July 13, 2009, the court in the second Arellano bankruptcy served a Case Commencement Deficiency Notice on Respondent. Specifically, the notice stated that the bankruptcy would be dismissed if various documents were not filed with the bankruptcy court within fifteen days from the filing of the petition, including the Certificate of Credit Counseling; Summary of Schedules and Disclosure of Compensation of Attorney for Debtor. Respondent received the July 13, 2009 notice but failed to file the requested items with the court.

183. On August 2, 2009, the court issued an order dismissing the second Arellano bankruptcy matter due to the failure to file all the required documents.

184. On August 12, 2009, Respondent filed a third Chapter 13 bankruptcy petition on the Arellanos' behalf in *In the Matter of Bankruptcy of Miguel A. Arellano and Nancy Arellano*, United States Bankruptcy Court, Central District, case number 6:09-bk-28551-MJ (the "third Arellano bankruptcy").

185. On August 12, 2009, the court in the third Arellano bankruptcy served a Case Commencement Deficiency Notice on Respondent. Specifically, the notice stated that the bankruptcy would be dismissed if the following documents were not filed with the bankruptcy court within fifteen days from the filing of the petition: Debtor's Certification of Employment Income and Statement of Social Security Number. Respondent received the August 12, 2009 notice but failed to file the requested items with the court.

186. On September 3, 2009, the court issued an order dismissing the third Arellano bankruptcy matter due to the failure to file all the required documents.

187. On September 3, 2009, the Arellanos spoke to Respondent about the dismissal.

188. Respondent told the Arellanos that he had no excuse for what happened and would file a motion to reopen their bankruptcy.

189. On September 10, 2009, Respondent filed a motion to reopen the third Arellano bankruptcy. On September 14, 2009, the bankruptcy court denied the motion.

190. On June 19, 2009, the court in the first Arellano bankruptcy issued, on its own motion, an Order to Show Cause (OSC) regarding the disgorgement of Respondent's attorney's fees in the Arellano bankruptcy. Specifically, the court asked why Respondent should not be ordered to disgorge attorney's fees after his failure to appear at a June 18, 2009 hearing, even though he requested second call. The OSC also noted that Respondent had failed to respond to telephone calls from the trustee. The hearing regarding the OSC was scheduled for July 2, 2009 and subsequently continued to July 16, 2009. On June 21, 2009, Respondent was properly served with the notice of OSC.

191. On July 16, 2009, Respondent appeared at the OSC regarding disgorging fees.

192. During the July 16, 2009 hearing, the court ordered Respondent within 14 days of the entry of the order to provide the bankruptcy trustee with a "(1) a detailed accounting of all monies from all sources received by him in this case and (2) a cashier's check or money order made payable to the debtors in the amount of all monies from all sources received by him in this case." On July 24, 2009, the court properly served Respondent with the Order Disgorging Fees. Respondent received the order.

193. On September 14, 2009, the bankruptcy court served Respondent with Notice of Entered Order. On October 14, 2009, the bankruptcy court entered the Order Disgorging Fees.

194. Respondent failed to comply with the bankruptcy court's order to account and to disgorge fees. As a result, on November 24, 2009, the bankruptcy trustee in the first Arellano bankruptcy

issued a Motion for Further Sanctions against Respondent. In the motion, the trustee would move the court to order Respondent to pay \$5,000 in sanctions and pay \$250 in trustee costs. The hearing regarding the Motion for Sanctions was scheduled for December 17, 2009. On November 23, 2009, Respondent was properly served with the motion for sanctions. Respondent received the motion for sanctions.

195. On December 17, 2009, Respondent appeared at the hearing regarding sanctions and the bankruptcy court ordered Respondent to pay \$5,000 to the United States Bankruptcy Court no later than 30 days from the date of entry of the court's order. In addition, the judge ordered Respondent to pay \$250 in costs to the trustee. The court also ordered Respondent to comply with the October 14, 2009 order to disgorge fees. On December 22, 2009, the court's order was properly served on Respondent. Respondent received the order.

196. On January 13, 2010, the court entered the Order on Trustee's Motion for Further Sanctions. On January 11, 2010, the Notice of Entry of the court's order was served on Respondent.

197. To date, Respondent has not complied with the court's orders in the Arellano bankruptcy to account for fees received in the Arellano bankruptcy, to disgorge fees in the Arellano bankruptcy, to pay \$5000 in sanctions and to pay \$250 in costs.

198. On September 24, 2009, Miguel Arellano spoke to Respondent, who apologized for the handling to the Arellano bankruptcies and told Miguel that he would receive a full refund. Thereafter, Respondent failed to refund the \$3,700 in fees paid by the Arellanos.

199. Respondent provided no services of value to the Arellanos. Respondent did not earn any of the \$3,700 paid by the Arellanos and has not refunded any of the fees.

200. On May 20, 2010, the State Bar opened an investigation, case no. 10-O-

201. 04908, pursuant to a complaint made against Respondent by Miguel Arellano (the "Arellano matter").



202. On September 15, 2010, and October 6, 2010, a State Bar investigator mailed letters to Respondent regarding the Arellano matter requesting that Respondent respond in writing to specific allegations of misconduct being investigated. Respondent received the letters but failed to provide a written response.

### **CONCLUSIONS OF LAW**

203. By allowing Adame to advise the Arellanos about their legal options, Respondent aided a person or entity in the unauthorized practice of law in wilful violation of Rules of Professional Conduct rule 1-300(A).

204. By failing to file a complete bankruptcy petition and correct deficiencies in the first Arellano bankruptcy, failing to file a complete bankruptcy petition and correct deficiencies in the second Arellano bankruptcy and failing to file a complete bankruptcy petition and correct deficiencies in the third Arellano bankruptcy, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct rule 3-110(A).

205. By failing to account for fees in the Arellano bankruptcy, by failing to disgorge any and all fees received in the Arellano bankruptcy, by failing to pay the sanctions of \$5,000, or any other sum, as ordered by the court and by failing to pay the \$250 in costs, Respondent willfully disobeyed orders of the court requiring him to do or forbear an act connected with or in the course of Respondent's profession which he ought in good faith to do or forbear in wilful violation of Business and Professions Code section 6103.

206. By failing to report to the State Bar the sanctions imposed against him on December 17, 2009 in the Arellano bankruptcy, Respondent failed to report to the agency charged with attorney discipline, in writing, within 30 days of the time Respondent had knowledge of the imposition of any judicial sanctions against Respondent in wilful violation of Business and Professions Code, section 6068(o)(3).

207. By not refunding the \$3,700 to the Arellanos, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct rule 3-700(D)(2).

208. By not providing a written response to the allegations in the Arellano matter or otherwise cooperating in the investigation of the Arellano matter, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent in wilful violation of Business and Professions Code section 6068(i).

### **SUPPORTING AUTHORITY**

The purpose of State Bar disciplinary proceedings is not to punish the attorney, but to protect the public, to preserve public confidence in the profession, and to maintain the highest possible professional standards for attorneys. (*Chadwick v. State Bar* (1989) 49 Cal.3d 103, 111; *Cooper v. State Bar* (1987) 43 Cal.3d 1016, 1025; Std. 1.3.)

The Standards for Attorney Sanctions for Professional Misconduct, Rules Proc. Of State Bar, Title IV, provides for disbarment where an attorney engaged in acts constituting moral turpitude, a pattern of failing to perform, a failure to cooperate, failure to obey a court order, and an attorney who has two prior records of discipline. (Standards 1.6(a), 1.7(b), 2.3, 2.4(a), 2.6(a), 2.6(c).)

The standards are guidelines (*Drociak v. State Bar* (1991) 52 Cal.3d 1085, 1090; *In the Matter of Koehler* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 615, 628) and are afforded great weight (*In re Silverton* (2005) 36 Cal.4th 81, 91-92). Here, disbarment is appropriate.

### **PENDING PROCEEDINGS.**

The disclosure date referred to, on page one, paragraph A.(7), was August 29, 2011.

### **COSTS OF DISCIPLINARY PROCEEDINGS.**

Respondent acknowledges that the Office of the Chief Trial Counsel has informed Respondent that as of August 29, 2011, the estimated prosecution costs in this matter are approximately \$8,606. Respondent acknowledges that this figure is an estimate only and that it might not include State Bar Court costs that will be included in any final cost assessment (see Bus. & Prof. Code section 6068.10(c)) or taxable costs (see C.C.P. section 1033.5(a)). Should this stipulation be rejected or relief from the stipulation be granted, the costs in this matter may increase due to further proceedings. If Respondent fails to pay any installment of disciplinary costs within the time provided herein or as may be modified by the State Bar Court pursuant to section 6086.10, subdivision (c), the remaining balance of the costs is due and payable immediately unless relief has been granted under the Rules of Procedure of the State Bar of California (Rules Proc. of State Bar, rule 286 (new rule 5.134)). The payment of costs is enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment.

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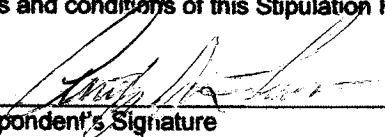
In the Matter of: Anthony John Turner	Case number(s): 09-O-10430; 09-O-11453; 09-O-15949; 10-O-01147; 10-O-07008; 10-O-03420; 10-O-03259; 10-O-03586; 10-O-04908
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### SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts, Conclusions of Law, and Disposition.

8/26/2011

Date

  
Respondent's Signature

Anthony J. Turner

Print Name

Date

9/8/11

Respondent's Counsel Signature

Print Name



Jean Cha

Date

Deputy Trial Counsel's Signature

Print Name

(Do not write above this line.)

In the Matter of: Anthony John Turner	Case Number(s): 09-O-10430; 09-O-11453; 09-O-15949; 10-O-01147; 10-O-07008; 10-O-03420; 10-O-03259; 10-O-03586; 10-O-04908
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### DISBARMENT ORDER

Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- ☒ The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- ☐ The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- ☒ All Hearing dates are vacated.

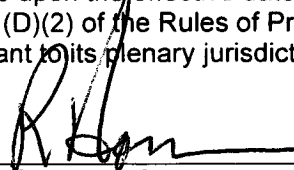
The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 5.58(E) & (F), Rules of Procedure.) **The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 9.18(a), California Rules of Court.)**

Respondent Anthony John Turner is ordered transferred to involuntary inactive status pursuant to Business and Professions Code section 6007, subdivision (c)(4). Respondent's inactive enrollment will be effective three (3) calendar days after this order is served by mail and will terminate upon the effective date of the Supreme Court's order imposing discipline herein, or as provided for by rule 5.111(D)(2) of the Rules of Procedure of the State Bar of California, or as otherwise ordered by the Supreme Court pursuant to its plenary jurisdiction.

Date

9/21/11

Judge of the State Bar Court



## CERTIFICATE OF SERVICE

[Rules Proc. of State Bar; Rule 5.27(B); Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on September 22, 2011, I deposited a true copy of the following document(s):

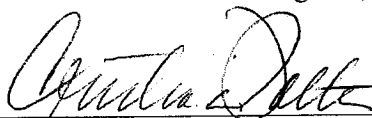
### STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING, ORDER OF INVOLUNTARY INACTIVE ENROLLMENT

in a sealed envelope for collection and mailing on that date as follows:

- ☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:
- ANTHONY J. TURNER  
LAW OFFICES OF ANTHONY J. TURNER  
1818 W BEVERLY BLVD STE 103  
MONTEBELLO, CA 90640
- ☐ by certified mail, No. , with return receipt requested, through the United States Postal Service at , California, addressed as follows:
- ☐ by overnight mail at , California, addressed as follows:
- ☐ By personal service by leaving the documents in a sealed envelope or package clearly labeled to identify the attorney being served with a receptionist or a person having charge of the attorney's office, addressed as follows:
- ☒ by interoffice mail through a facility regularly maintained by the State Bar of California addressed as follows:

Jean Hee Cha, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on September 22, 2011.



Cristina Potter  
Case Administrator  
State Bar Court