


State Bar Court of California Hearing Department Los Angeles ACTUAL SUSPENSION			 ORIGINAL
Counsel For The State Bar Suzan J. Anderson Supervising Trial Counsel 1149 South Hill Street Los Angeles, California 90015 (213) 765-1209 Bar # 160559	Case Number(s): 09-O-10830, 09-O-12227, 09-O-12436, 09-O-14780, 09-O-16412 INV MATTERS 09-O-17213, 10-O-09192, 10-O-10333, 10-O-10517, 11-O-10245, 11-O-10246, 11-O-11580	For Court use only PUBLIC MATTER FILED APR 13 2011 STATE BAR COURT CLERK'S OFFICE LOS ANGELES	
In Pro Per Respondent Ramon M. Gonzalez The Gonzalez Law Firm, PC 9595 Wilshire Boulevard Suite 900 Beverly Hills, California 90212 (310) 592-0245 Bar # 220891	Submitted to: Assigned Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED		
In the Matter of: RAMON M. GONZALEZ Bar # 220891 A Member of the State Bar of California (Respondent)	<div style="text-align: center;">kwiktag® 018 042 876 </div>		

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 December 2, 2002.
- (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 entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of 27 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):
 - ☐ Until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 5.130, Rules of Procedure.
 - ☒ Costs are to be paid in equal amounts prior to February 1 for the following membership years: Costs to be paid in equal amounts prior to February 1 for the following two billing cycles following the effective date of the Supreme Court order.. (Hardship, special circumstances or other good cause per rule 5.132, Rules of Procedure.) If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.
 - ☐ Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - ☐ Costs are entirely waived.

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** [see standard 1.2(f)]
 - (a) ☐ State Bar Court case # of prior case
 - (b) ☐ Date prior discipline effective
 - (c) ☐ Rules of Professional Conduct/ State Bar Act violations:
 - (d) ☐ Degree of prior discipline
 - (e) ☐ If Respondent has two or more incidents of prior discipline, use space provided below.
- (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. Please see Attachment, page 25.

- (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:

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. Please see Attachment, pages 23 and 24.
- (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. Please see Attachment, pages 23 and 24.
- (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. Please see Attachment, pages 23 and 24.
- (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. Please see Attachment, pages 23 and 24.
- (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. Please see Attachment, pages 23 and 24.

- (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:

Please see Attachment, pages 23 and 24.

D. Discipline:

- (1) ☒ **Stayed Suspension:**
- (a) ☒ Respondent must be suspended from the practice of law for a period of one year.
- i. ☐ and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii) Standards for Attorney Sanctions for Professional Misconduct.
- ii. ☐ and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. ☐ and until Respondent does the following:
- (b) ☒ The above-referenced suspension is stayed.

- (2) ☒ **Probation:**

Respondent must be placed on probation for a period of one year, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)

- (3) ☒ **Actual Suspension:**

- (a) ☒ Respondent must be actually suspended from the practice of law in the State of California for a period of six months.
- i. ☐ and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct
- ii. ☐ and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. ☐ and until Respondent does the following:

E. Additional Conditions of Probation:

- (1) ☐ If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in the general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.

- (2) ☒ During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3) ☒ Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4) ☒ Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.
- (5) ☒ Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

In addition to all quarterly reports, a final report, containing the same information, is due no earlier than twenty (20) days before the last day of the period of probation and no later than the last day of probation.

- (6) ☐ Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7) ☒ Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8) ☒ Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.

☐ No Ethics School recommended. Reason: .

- (9) ☐ Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.

- (10) ☐ The following conditions are attached hereto and incorporated:

- | | |
|---|--|
| <input type="checkbox"/> Substance Abuse Conditions | <input checked="" type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input checked="" type="checkbox"/> Financial Conditions |

F. Other Conditions Negotiated by the Parties:

- (1) ☒ **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 5.162(A) & (E), Rules of Procedure.**
- ☐ No MPRE recommended. Reason:
- (2) ☒ **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.
- (3) ☐ **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she 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 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (4) ☐ **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension:
- (5) ☐ **Other Conditions:**

(Do not write above this line.)

Attachment language (if any):

Please see Attachment, pages 11 through 26.

In the Matter of:
RAMON M. GONZALEZ

Case Number(s):
09-O-10830, et al.

Law Office Management Conditions

- a. ☐ Within days/ months/ years of the effective date of the discipline herein, Respondent must develop a law office management/organization plan, which must be approved by the Office of Probation. This plan must include procedures to (1) send periodic reports to clients; (2) document telephone messages received and sent; (3) maintain files; (4) meet deadlines; (5) withdraw as attorney, whether of record or not, when clients cannot be contacted or located; (6) train and supervise support personnel; and (7) address any subject area or deficiency that caused or contributed to Respondent's misconduct in the current proceeding.
- b. ☒ Within days/SIX months/ years of the effective date of the discipline herein, Respondent must submit to the Office of Probation satisfactory evidence of completion of no less than SIX hours of Minimum Continuing Legal Education (MCLE) approved courses in law office management, attorney client relations and/or general legal ethics. This requirement is separate from any MCLE requirement, and Respondent will not receive MCLE credit for attending these courses (Rule 3201, Rules of Procedure of the State Bar.)
- c. ☐ Within 30 days of the effective date of the discipline, Respondent must join the Law Practice Management and Technology Section of the State Bar of California and pay the dues and costs of enrollment for year(s). Respondent must furnish satisfactory evidence of membership in the section to the Office of Probation of the State Bar of California in the first report required.

Other:

(Do not write above this line.)

In the Matter of: RAMON M. GONZALEZ	Case Number(s): 09-O-10830, et al.
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Financial Conditions

a. Restitution

- ☒ Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs.

Payee	Principal Amount	Interest Accrues From
Jered and Sandra Crump	\$2,895.	August 27, 2008
Enrique Rojas	\$2,895.	October 15, 2008
Daniel Lindeman	\$3,135.	September 22, 2008
Please see attachment for further restitution		

- ☒ Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than within 30 days of the expiration of Respondent's probationary period.

b. Installment Restitution Payments

- ☐ Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of payment to the Office of Probation with each quarterly probation report, or as otherwise directed by the Office of Probation. No later than 30 days prior to the expiration of the period of probation (or period of reprobation), Respondent must make any necessary final payment(s) in order to complete the payment of restitution, including interest, in full.

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency

- ☐ If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.

c. Client Funds Certificate

- ☐ 1. If Respondent possesses client funds at any time during the period covered by a required quarterly report, Respondent must file with each required report a certificate from Respondent and/or a certified public accountant or other financial professional approved by the Office of Probation, certifying that:
- Respondent has maintained a bank account in a bank authorized to do business in the State of California, at a branch located within the State of California, and that such account is designated as a "Trust Account" or "Clients' Funds Account";

b. Respondent has kept and maintained the following:

- i. A written ledger for each client on whose behalf funds are held that sets forth:
 1. the name of such client;
 2. the date, amount and source of all funds received on behalf of such client;
 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,
 4. the current balance for such client.
- ii. a written journal for each client trust fund account that sets forth:
 1. the name of such account;
 2. the date, amount and client affected by each debit and credit; and,
 3. the current balance in such account.
- iii. all bank statements and cancelled checks for each client trust account; and,
- iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.

c. Respondent has maintained a written journal of securities or other properties held for clients that specifies:

- i. each item of security and property held;
- ii. the person on whose behalf the security or property is held;
- iii. the date of receipt of the security or property;
- iv. the date of distribution of the security or property; and,
- v. the person to whom the security or property was distributed.

2. If Respondent does not possess any client funds, property or securities during the entire period covered by a report, Respondent must so state under penalty of perjury in the report filed with the Office of Probation for that reporting period. In this circumstance, Respondent need not file the accountant's certificate described above.
3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.

d. Client Trust Accounting School

- ☒ Within one (1) year of the effective date of the discipline herein, Respondent must supply to the Office of Probation satisfactory proof of attendance at a session of the Ethics School Client Trust Accounting School, within the same period of time, and passage of the test given at the end of that session.

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: RAMON M. GONZALEZ

CASE NUMBER(S): 09-O-10830, et al.

FILED MATTERS

FACTS AND CONCLUSIONS OF LAW.

Respondent admits that the following facts are true and that he is culpable of violations of the specified statutes and/or Rules of Professional Conduct.

BACKGROUND ALLEGATIONS

1. In June 2008, Respondent became employed as in-house counsel for Pope & Associates ("P&A"), a loan modification company owned by Paul Pope, a non-attorney. While employed as in-house counsel for P&A, Respondent accepted the representation of clients seeking home mortgage loan modifications from Respondent and P&A. Respondent allowed the non-attorney staff of P&A to conduct the negotiations of these clients' loan modifications, and allowed that non-attorney staff to provide legal advice to these clients, all without his supervision or oversight. The non-attorney staff of P&A attempted to conduct such negotiations and attempted to provide legal advice to Respondent's clients that employed him to seek loan modifications.

2. Paragraph 1 is incorporated by reference into each of the counts which follow.

COUNT ONE

FACTS

3. In August 2008, Respondent, through his agent, solicited the representation of Jered and Sandra Crump (the "Crumps"), California residents, with whom Respondent had no family or prior professional relationship, by telephone.

4. On August 15, 2008, the Crumps employed Respondent and P&A, to represent them in order to negotiate with their home mortgage lender for a modification of the Crumps' home mortgage loan. On August 27, 2008, the Crumps paid Respondent indirectly by paying P&A an advanced fee in the sum of \$2,895.

5. P&A did not have an advanced fee agreement approved by the California Department of Real Estate, and therefore could not legally charge the Crumps an advanced fee for loan modification services, pursuant to the California law known as the "Foreclosure Consultants Act," California Civil Code, section 2945, et seq.

6. Included among the documents the Crumps signed upon employing Respondent was "Cease and Desist Letter" which Respondent later sent to the Crumps' lender, which stated that the Crumps "are

being represented by Ramon M. Gonzalez, Attorney at Law and General Counsel for Pope & Associates." The mailing of this letter to the Crumps' lender was the only action Respondent took on behalf of the Crumps.

7. Respondent provided no legal services of any value for the Crumps in connection with negotiating and obtaining a home mortgage loan modification.

CONCLUSIONS OF LAW

By not performing legal services for the Crumps, including, but not limited to, negotiating and obtaining a home mortgage loan modification, Respondent repeatedly failed to perform legal services with competence in willful violation of Rule 3-110(A) of the Rules of Professional Conduct.

COUNT TWO

FACTS

8. Count One is incorporated by reference.

CONCLUSIONS OF LAW

By serving as "in-house counsel" for P&A, while asserting to the Crumps' lender in the "Cease and Desist Letter" that he represented the Crumps; performing no legal services on the Crumps' behalf other than sending their lender the "Cease and Desist Letter"; and allowing the negotiation of the Crumps' loan modification and advice to the Crumps to be conducted by the non-attorney staff of P&A, without Respondent's supervision or oversight, Respondent's actions enabled P&A in its efforts to evade the "advanced fee for loan modification services" prohibition of California Civil Code sections 2945, et seq., otherwise applicable to P&A as a real estate broker without an advanced fee agreement approved by the California Department of Real Estate in willful violation of section 6068(a) of the Business and Professions Code.

COUNT THREE

FACTS

9. Count One is incorporated by reference.

CONCLUSIONS OF LAW

By soliciting the Crumps' representation, Respondent willfully made a solicitation to a prospective client with whom Respondent had no family or prior professional relationship in willful violation of rule 4-100(C) of the Rules of Professional Conduct.

COUNT FIVE

FACTS

10. Count One is incorporated by reference.

11. On January 15, 2009, the Crumps terminated Respondent's and P&A's employment, in writing, and demanded a refund of their unearned advanced fee. Respondent received the demand but did not provide the Crumps a refund.

CONCLUSIONS OF LAW

By not refunding to the Crumps their unearned advanced fee upon their demand, Respondent willfully failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

COUNT SIX

FACTS

12. Count One is incorporated by reference.

13. At no time did Respondent provide the Crumps an accounting for their advanced fee.

CONCLUSIONS OF LAW

By not providing the Crumps an accounting for their advanced fees, Respondent willfully failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession in willful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.

COUNT SEVEN

FACTS

14. Count One is incorporated by reference.

15. The engagement agreement between Respondent and the Crumps included a provision whereby the Crumps waived all liability by Respondent and P&A.

CONCLUSIONS OF LAW

By entering into an engagement agreement with the Crumps which included a provision whereby the Crumps waived all liability by Respondent and P&A, Respondent willfully contracted with a client prospectively limiting Respondent's liability to the client for Respondent's professional malpractice in willful violation of rule 3-400(A) of the Rules of Professional Conduct.

COUNT EIGHT

FACTS

16. On October 15, 2008, Enrique Rojas ("Rojas"), a California resident, employed Respondent and P&A, to represent him in order to negotiate with his home mortgage lender for a modification of Rojas's home mortgage loan, and paid Respondent indirectly by paying P&A an advanced fee in the sum of \$2,895.

17. Respondent provided no legal services of any value to Rojas in connection with negotiating and obtaining a home mortgage loan modification.

CONCLUSIONS OF LAW

By not performing legal services for Rojas, including, but not limited to, negotiating and obtaining a home mortgage loan modification, Respondent repeatedly failed to perform legal services with competence in willful violation of rule 3-110(A) of the Rules of Professional Conduct.

COUNT NINE

FACTS

18. Count Eight is incorporated by reference.

CONCLUSIONS OF LAW

By serving as "in-house counsel" for P&A, while asserting to Rojas's that he represented Rojas; performing no legal services on Rojas's behalf, Respondent's actions enabled P&A in its efforts to evade the "advanced fee for loan modification services" prohibition of California Civil Code sections 2945, et seq., otherwise applicable to P&A as a real estate broker without an advanced fee agreement approved by the California Department of Real Estate in willful violation of section 6068(a) of the Business and Professions Code.

COUNT TEN

FACTS

19. Count Eight is incorporated by reference.

20. On April 16, 2009, Rojas terminated Respondent's representation and demanded a full refund of his unearned advanced fee. Respondent received the demand but did not provide Rojas any refund.

CONCLUSIONS OF LAW

By not refunding to Rojas his unearned advanced fee upon his demand, Respondent willfully failed to refund promptly any part of a fee paid in advance that had not been earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

COUNT ELEVEN

FACTS

21. Count Eight is incorporated by reference.

22. At no time did Respondent provide Rojas an accounting of his advanced fee.

CONCLUSIONS OF LAW

By not providing Rojas an accounting for his advanced fees, Respondent willfully failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession in willful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.

COUNT TWELVE

FACTS

23. Count Eight is incorporated by reference.

24. the engagement agreement between Respondent and Rojas included a provision whereby Rojas waived all liability by Respondent and P&A.

CONCLUSIONS OF LAW

By entering into an engagement agreement with Rojas which included a provision whereby Rojas waived all liability by Respondent and P&A, Respondent willfully contracted with a client prospectively limiting Respondent's liability to the client for Respondent's professional malpractice in willful violation of rule 3-400(A) of the Rules of Professional Responsibility.

COUNT THIRTEEN

FACTS

25. Respondent is not presently, and never has been, admitted to practice law in the state of Florida.

26. Rule 4-5.5 of the Florida Rules of Professional Conduct states that "A lawyer who is not admitted to practice in Florida shall not . . . hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida."

27. On September 22, 2008, Respondent, through his agent, accepted the representation of Daniel Lindeman ("Lindeman"), a resident of Florida, held himself out as licensed to practice law in Florida, represented to Lindeman that he was licensed to practice law in Florida, and accepted Lindeman as a client, in order to negotiate and obtain for Lindeman a home mortgage loan modification for Lindeman's Florida property.

28. At the time Respondent's agent represented to Lindeman that Respondent was licensed to practice law in Florida, Respondent knew the statement was false.

29. On September 22, 2008, Lindeman paid Respondent indirectly by paying P&A an advanced fee in the sum of \$3,135.

CONCLUSIONS OF LAW

By accepting Lindeman's representation and holding himself out as licensed to practice law in Florida when he was not so licensed, Respondent willfully violated the regulations of the profession in Florida in willful violation of rule 1-300(B) of the Rules of Professional Conduct.

COUNT FOURTEEN

FACTS

30. Count Thirteen is incorporated by reference.

31. Respondent entered into an agreement for, charged, and collected fees from Lindeman, in a jurisdiction (Florida) in which Respondent was not admitted to practice law.

CONCLUSIONS OF LAW

By entering into an agreement for, charging, and collecting fees from Lindeman, when he was not licensed to practice law in Florida, Respondent willfully entered into an agreement for, charged, and collected an illegal fee from Lindeman in willful violation of rule 4-200(A) of the Rules of Professional Conduct.

COUNT FIFTEEN

FACTS

32. On October 14, 2008, Diana Krkljus ("Krkljus"), a California resident, employed Respondent and P&A to represent her in order to negotiate with her home mortgage lender for a modification of her home mortgage loan. Respondent's Loan Modification Services Agreement states that Krkljus will be entitled to a 100% money-back guarantee in the event Respondent does not obtain a benefit for her that places her in a more favorable financial position. Krkljus paid Respondent indirectly by paying P&A an advanced fee in the sum of \$5,900.

33. Respondent provided no legal services of any value for Krkljus in connection with negotiating and obtaining a home mortgage loan modification.

CONCLUSIONS OF LAW

By not performing legal services for Krkljus, including, but not limited to, negotiating and obtaining a home mortgage loan modification, Respondent repeatedly failed to perform legal services with competence in willful violation of rule 3-110(A) of the Rules of Professional Conduct.

COUNT SIXTEEN

FACTS

34. Count Fifteen is incorporated by reference.

CONCLUSIONS OF LAW

By serving as "in-house counsel" for P&A, while asserting to Krkljus that he represented Krkljus and performing no legal services on Krkljus's behalf, Respondent's efforts enabled P&A in its efforts to evade the "advanced fee for loan modification services" prohibition of California Civil Code sections 2945, et seq., otherwise applicable to P&A as a real estate broker without an advanced fee agreement approved by the California Department of Real Estate in willful violation of section 6068(a) of the Business and Professions Code.

COUNT SEVENTEEN

FACTS

35. Count Fifteen is incorporated by reference.

36. In April 2009, Krkljus terminated Respondent's representation and demanded a full refund of her unearned fee. Respondent received the demand but did not provide Krkljus any refund.

CONCLUSIONS OF LAW

By not refunding to Krkljus her unearned advanced fee upon her demand, Respondent willfully failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2).

COUNT NINETEEN

FACTS

37. Counts Fifteen and Seventeen are incorporated by reference.

38. At no time did Respondent provide Krkljus an accounting for her advanced fee.

CONCLUSIONS OF LAW

By not providing Krkljus an accounting for her advanced fees, Respondent willfully failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession in willful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.

COUNT TWENTY

FACTS

39. Count Fifteen is incorporated by reference.

40. The engagement agreement between Respondent and Krkljus included a provision whereby Krkljus waived all liability by Respondent and P&A.

CONCLUSIONS OF LAW

By entering into an engagement agreement with Krkljus which included a provision whereby Krkljus waived all liability by Respondent and P&A, Respondent willfully contracted with a client prospectively limiting Respondent's liability to the client for Respondent's professional malpractice in willful violation of rule 3-400(A) of the Rules of Professional Conduct.

COUNT TWENTY-TWO

FACTS

42. Counts One, Eight, and Fifteen are incorporated by reference.

43. Respondent's compensation agreement with P&A provided Respondent both a salary as in-house counsel, as well as bonus from the profits earned by P&A. Following their agreement to do so, Respondent and P&A indirectly shared the profits earned by P&A from fees paid by the Crumps, Rojas, and Krkljus to P&A for Respondent's legal services.

CONCLUSIONS OF LAW

By receiving the funds from the profits earned by P&A from fees paid by the Crumps, Rojas, and Krkljus to P&A for Respondent's legal services, Respondent indirectly shared legal fees with a person who is not a lawyer in willful violation of rule 1-320(A) of the Rules of Professional Conduct.

COUNT TWENTY-THREE

FACTS

44. Counts One, Eight, and Fifteen are incorporated by reference.

45. Between June 2008 and January 2009, Respondent was employed by at least twelve clients including without limitation the Crumps, Rojas, and Krkljus, seeking Respondent's negotiation of residential real estate mortgage loan modifications.

46. In November 2008, the California Department of Real Estate ("DRE") conducted an audit of P&A, in order to investigate allegations that P&A had been accepting advance fees for negotiating real estate loan modifications without the prior DRE approval required by California law.

47. On November 12, 2008, Respondent sent a letter to the DRE in which he informed the DRE that, since he was "General Counsel" (in-house counsel) for P&A, the files of P&A's clients' information was protected from disclosure to the DRE by the attorney-client privilege.

48. By asserting the attorney-client privilege against the DRE audit of P&A, Respondent undertook representation of P&A in defense of the DRE audit. Respondent's representation of P&A against the DRE presented an actual conflict with Respondent's representation of the residential real estate mortgage loan modification clients he represented including without limitation the Crumps, Rojas and Krkljus.

49. None of the Residential real estate loan modification clients Respondent represented including without limitation the Crumps, Rojas, and Krkljus, were provided with written notice of the conflict between Respondent's representation of those clients and his representation of P&A against the DRE investigation of possible illegality in the handling of those clients' matters. P&A was also not provided written notice of the conflict between Respondent's representation of those clients and his representation of P&A against the DRE investigation of possible illegality in the handling of those clients' matters.

CONCLUSIONS OF LAW

By accepting or continuing the simultaneous representation of his real estate loan modification clients, including without limitation the Crumps, Rojas, and Krkljus, and the representation of P&A against a DRE investigation of possible illegality in the handling of those clients' matters, without the informed written consent of each client, including without limitation P&A, Respondent willfully accepted or continued representation of more than one client in a matter in which the interests of the clients actually conflicted, without the informed written consent of each client in willful violation of rule 3-310(C)(2).

INVESTIGATIVE MATTERS

Case Number 09-O-17213

FACTS

50. Respondent is not presently, and never has been, admitted to practice law in the state of Indiana.

51. On August 14, 2008, Respondent, through his agent, accepted the representation of David Hunter ("Hunter"), a resident of Indiana, held himself out as licensed to practice law in Indiana, represented to Hunter that he was licensed to practice law in Indiana, and accepted Hunter as a client, in order to negotiate and obtain for Hunter a home mortgage loan modification for Hunter's Indiana property.

52. At the time Respondent's agent represented to Hunter that Respondent was licensed to practice law in Indiana, Respondent knew the statement was false.

53. On August 14, 2008, Hunter paid Respondent indirectly by paying P&A an advanced legal fee in the sum of 1,500.

CONCLUSIONS OF LAW

By accepting Hunter's representation and holding himself out as licensed to practice law in Indiana when he was not so licensed, Respondent willfully violated the regulations of the profession in Indiana in willful violation of rule 1-300(B) of the Rules of Professional Conduct.

By entering into an agreement for, charging, and collecting fees from Hunter, when he was not licensed to practice in Indiana, Respondent willfully entered into an agreement for, charged, and collected an illegal fee from Hunter in willful violation of rule 4-200(A) of the Rules of Professional Conduct.

FACTS

54. On January 26, 2010, Scott Patterson ("Patterson") employed Respondent to sue Patterson's home mortgage lender for predatory lending. That same day, Patterson paid Respondent an advanced legal fee of \$3,000.

55. Respondent provided no legal services of value for Patterson in connection with negotiating and obtaining a home mortgage loan modification.

56. Several months later, Patterson terminated Respondent and demanded a refund of his unearned advance legal fee. Respondent received the demand but did not provide Patterson with a refund.

CONCLUSIONS OF LAW

By not performing legal services for Patterson, including, but not limited to, suing Patterson's lender for predatory lending, Respondent repeatedly failed to perform legal services with competence in willful violation of Rule 3-110(A) of the Rules of Professional Conduct.

By not refunding to Patterson his unearned fee upon his demand, Respondent willfully failed to refund promptly any part of a fee paid in advance that had not been earned in willful violation of rule 3-700(D) of the Rules of Professional Conduct.

FACTS

57. On October 7, 2010, Leticia Lemus ("Lemus") employed Respondent to stop the foreclosure on her home. That same day, Lemus paid Respondent an advanced legal fee of \$6,500.

58. Respondent provided no legal services of value for Lemus in connection with stopping the foreclosure of her home.

59. Several months later, Lemus terminated Respondent and demanded a refund of her unearned advance legal fee. Respondent received the demand but did not provide Lemus with a refund.

CONCLUSIONS OF LAW

By not performing legal services for Lemus, including, but not limited to, attempting to stop the foreclosure of Lemus' home, Respondent repeatedly failed to perform legal services with competence in willful violation of Rule 3-110(A) of the Rules of Professional Conduct.

By not refunding to Lemus her unearned fee upon her demand, Respondent willfully failed to refund promptly any part of a fee paid in advance that had not been earned in willful violation of rule 3-700(D) of the Rules of Professional Conduct.

FACTS

60. On June 29, 2009, Donald Ward employed Respondent to represent him in order to negotiate with his home mortgage lender for a modification of Ward's home mortgage loan. That same day, Ward paid an advanced fee in the sum of \$2,500 to Respondent.

61. Respondent provided no legal services of any value for Ward in connection with negotiating and obtaining a home mortgage loan modification.

62. Several months later Ward terminated Respondent and demanded a refund of his unearned advance legal fee. Respondent received the demand but did not provide Ward with a refund.

CONCLUSIONS OF LAW

By not performing legal services for Ward, including, but not limited to, negotiating and obtaining a home mortgage modification, Respondent repeatedly failed to perform legal services with competence in willful violation of Rule 3-110(A) of the Rules of Professional Conduct.

By not refunding to Ward his unearned fee upon his demand, Respondent willfully failed to refund promptly any part of a fee paid in advance that had not been earned in willful violation of rule 3-700(D) of the Rules of Professional Conduct.

FACTS

63. In January 2010, Patty Ferruzza-Doucette ("Doucette") employed Respondent to sue her lender for predatory lending. That same day, Doucette paid Respondent an advanced legal fee of \$6,555.

64. Respondent provided no legal services of any value for Doucette in connection with suing her lender for predatory lending.

65. Several months later, Doucette terminated Respondent and demanded a refund of her unearned advance legal fee. Respondent received the demand but did not provide Doucette with a refund.

CONCLUSIONS OF LAW

By not performing legal services for Doucette, including, but not limited to, suing Doucette's lender for predatory lending, Respondent repeatedly failed to perform legal services with competence in willful violation of Rule 3-110(A) of the Rules of Professional Conduct.

By not refunding to Doucette her unearned fee upon her demand, Respondent willfully failed to refund promptly any part of a fee paid in advance that had not been earned in willful violation of rule 3-700(D) of the Rules of Professional Conduct.

FACTS

66. On December 12, 2010, Joel Bergara ("Bergara") employed Respondent to sue his lender for predatory lending. That same day, Bergara paid Respondent an advanced legal fee of \$5,000.

67. Respondent provided no legal services of any value for Bergara in connection with suing his lender for predatory lending.

68. Several months later, Bergara terminated Respondent and demanded a refund of his unearned advance legal fee. Respondent received the demand but did not provide Bergara with a refund.

CONCLUSIONS OF LAW

By not performing legal services for Bergara, including, but not limited to, suing Bergara's lender for predatory lending, Respondent repeatedly failed to perform legal services with competence in willful violation of Rule 3-110(A) of the Rules of Professional Conduct.

By not refunding to Bergara his unearned fee upon his demand, Respondent willfully failed to refund promptly any part of a fee paid in advance that had not been earned in willful violation of rule 3-700(D) of the Rules of Professional Conduct.

FACTS

69. On November 16, 2010, Enei Yakubu ("Yakubu") employed Respondent to sue her lender for predatory lending. That same day, Yakubu paid Respondent an advanced legal fee of \$2,620.

70. Respondent provided no legal services of any value for Yakubu in connection with suing her lender for predatory lending.

71. Several months later, Yakubu terminated Respondent and demanded a refund of her unearned advance legal fee. Respondent received the demand but did not provide Doucette with a refund.

CONCLUSIONS OF LAW

By not performing legal services for Yakubu, including, but not limited to, suing Yakubu's lender for predatory lending, Respondent repeatedly failed to perform legal services with competence in willful violation of Rule 3-110(A) of the Rules of Professional Conduct.

By not refunding to Yakubu her unearned fee upon her demand, Respondent willfully failed to refund promptly any part of a fee paid in advance that had not been earned in willful violation of rule 3-700(D) of the Rules of Professional Conduct.

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(7), was March 15, 2011.

DISMISSALS.

The parties respectfully request the Court to dismiss the following alleged violations in the interest of justice:

<u>Case No.</u>	<u>Count</u>	<u>Alleged Violation</u>
09-O-10830	Four	rule 3-110(A) of the Rules of Professional Conduct
09-O-16412	Eighteen	section 6106 of the Business and Professions Code
09-O-10830, et al.	Twenty-One	rule 3-310 of the Rules of Professional Conduct

COSTS OF DISCIPLINARY PROCEEDINGS

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of March 23, 2011, the estimated prosecution costs in this matter are \$11,729. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the costs of further proceedings.

FACTORS IN MITIGATION

Respondent has been practicing law for nine years with no record of prior discipline.

Respondent has fully recognized his wrongdoing and by entering into this stipulation has fully demonstrated his remorse.

Respondent has displayed candor and cooperation with the State Bar throughout these investigations and in resolving this matter without trial.

IF RESPONDENT WERE TO TESTIFY TO MITIGATION, RESPONDENT WOULD SO STATE:

I was employed as full-time in house General Counsel for P&A for only about ten (10) weeks, July 18, 2008 to October 2, 2008.

After I resigned as General Counsel of P&A, Paul Pope and his key employees continued sending out the loss mitigation agreement that I drafted which identified me as General Counsel for P&A to prospective clients in California and throughout the United States. Included in this package sent out by P&A was an out-dated State Bar profile which still listed me as General Counsel for P&A, and a Cease & Desist letter to be signed by the prospective client that contained my scanned electronic signature. According to declarations I obtained of former P&A clients, Paul Pope instructed his employees to continue sending out these packages after my departure although I had informed Paul Pope that they were not correct and needed to be redrafted.

Upon learning that the loss mitigation agreement that I drafted for P&A was not in compliance with the appropriate statutes, I voluntarily undertook the following activities in an effort to mitigate the financial loss to P&A clients:

1) I immediately searched for and thereafter met with a highly respected ethics attorney who advised me that because of the inherent conflict of interest represented in the loss mitigation agreement, I should resign as in-house counsel for P&A. I followed this advice and resigned, immediately changing my State Bar profile) after obtaining promises from Paul Pope that P&A would no longer send out the loss mitigation agreements that identified me as the then-current General Counsel for P&A.

2) After learning of Paul Pope's alleged unlawful activity, I began compiling evidence of these activities, including but not limited to interviewing over 100 former P&A clients and numerous former P&A employees, collecting voluminous documentation from these individuals. I voluntarily prepared my ten-page declaration to which I attached voluminous exhibits regarding Paul Pope's alleged unlawful activity. I also voluntarily compiled at least eight declarations from former P&A clients, including at least four whom hired P&A after my departure as General Counsel. I also obtained at least three declarations from former employees of P&A which supported my allegations against Paul Pope. I presented this entire package to the FBI, the California Attorney General's Office and the California State Bar.

3) My former defense counsel and I met with Paul Pope and his defense counsel in an effort to convince Paul Pope to stop sending out the loss mitigation packages that identified me as then-current General Counsel for P&A. Paul Pope promised that he would cease doing so and promised to provide me with a list of all clients that signed up with that loss mitigation agreement after my departure. I never received that information.

4) I also voluntarily appeared before the California Department of Real Estate, swore out a complaint against Paul Pope and offered to testify against him. My actions substantially contributed to Paul Pope's decision to permanently surrender his DRE license.

5) I filed a criminal complaint against Paul Pope with the San Bernardino County District Attorney's Office.

6) I voluntarily (and without counsel) appeared before the California Attorney General's Office prosecuting counsel and investigators, provided them with evidence of Mr. Pope's alleged unlawful activities and offered to testify as a witness against him. I also convinced P&A's subsequent outside counsel to voluntarily appear thereafter to support my allegations against Paul Pope.

In sum, upon learning of the subject wrongdoing, I took immediate and substantial actions to mitigate the damage to P&A's clients.

I have always felt and will always feel great regret and remorse that my actions caused Complainants emotional (fear, stress and anxiety) and financial distress. It was never my intention to harm anyone and I feel terrible guilt that my actions contributed to the victim's suffering.

During my tenure with Pope, I suffered from serious lack of sleep as I had a colicky baby (born on July 8, 2008). Specifically, the baby woke me up every two to three hours throughout the night. Then I daily drive over an hour each way to Pope's office. I was constantly exhausted and severely depressed as a result. This significantly impaired my judgment.

Severe financial distress contributed directly to the wrongdoing at issue. At the time I was working for Pope I had been suffering from said distress due to the fact that I had a new baby and my wife was no longer working.

FACTORS IN AGGRAVATION

Respondent's clients were harmed by the above described misconduct. Most, if not all of the loan modifications clients who hired Respondent to assist them with their loan modification did so because they were financially distressed. Thus, the loss of the use of the money they paid to P&A and Respondent for services that were not performed caused harm to Respondent's clients.

RESTITUTION (continued from page 8)

Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payees listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payees for all or any portion of the principal amounts listed below, Respondent must also pay restitution to CSF in the amounts paid, plus applicable interest and costs.

Payee	Principal Amount	Interest Accrues From
Diana Krkljus	\$5,900	August 27, 2008
David Hunter	\$1,500	August 14, 2008
Scott Patterson	\$3,000	January 26, 2010
Leticia Lemus	\$6,500	October 7, 2010
Donald Ward	\$2,500	June 29, 2009
Patty Ferruzza-Doucette	\$6,555	January 31, 2010
Joel Bergara	\$5,000	December 12, 2010
Enei Yakubu	\$2,620	November 16, 2010

Respondent must pay above-reference restitution and provide satisfactory proof of payment to the Office of Probation not later than within 30 days of the expiration of Respondent's probationary period.

FINANCIAL CONDITIONS, RESTITUTION.

Respondent waives any objection to payment by the State Bar Client Security Fund upon a claim for the principal amount of restitution set forth herein.

AUTHORITIES SUPPORTING DISCIPLINE.

Standards

Standard 1.3 provides that the primary purposes of attorney discipline are, "the protection of the public, the courts and the legal profession; the maintenance of high legal professional standards by attorneys and the preservation of public confidence in the legal profession."

Standard 2.4(b) provides that culpability of a member for failing to perform shall result in reproof or suspension depending upon the extent of the misconduct and the degree of harm to the client.

Standard 2.10 provides that any violation of the Business and Professions Code and the Rules of Professional Conduct not specified in these standards shall result in reproof or suspension according to the gravity of the offense or the harm, if any, to the victim.

The parties submit that the stipulated discipline in this matter complies with the Standards both specifically and with regard to the general purposes and goals of the disciplinary process.

Given the aggravating and mitigating circumstances present in this case, a six month suspension, along with the probationary conditions set forth herein, is consistent with the Standards.

Finally, the parties submit that given Respondent's recognition of wrongdoing, along with his conduct in attempting to rectify the harm, the stipulated discipline and probationary conditions in this matter are sufficient to assure that Respondent will conform his future conduct to ethical standards and, therefore, protect the public, courts and profession. This is consistent with Standard 1.3.

STATE BAR ETHICS AND CLIENT TRUST ACCOUNT SCHOOLS

Because Respondent has agreed to attend State Bar Ethics School and State Bar Client Trust Account School as part of this stipulation, Respondent may receive Minimum Continuing Legal Education credit upon the satisfactory completion of State Bar Ethics School and State Bar Client Trust Account School.

WAIVER OF VARIANCE BETWEEN NOTICE OF DISCIPLINARY CHARGES AND STIPULATION.

Respondent waives any variance between the language of the Notice of Disciplinary Charges filed July 30, 2010 and the language of this Stipulation.


(Do not write above this line.)

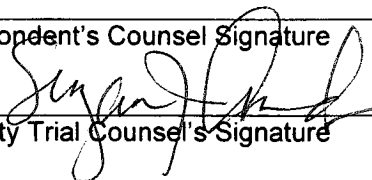
In the Matter of:
RAMON M. GONZALEZ

Case number(s):
09-O-10830, et al.

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.

3-30-11  RAMON M. GONZALEZ
Date Respondent's Signature Print Name

3/30/11  SUZAN J. ANDERSON
Date Deputy Trial Counsel's Signature Print Name

(Do not write above this line.)

In the Matter of:
RAMON M. GONZALEZ

Case Number(s):
09-0-10830, et al.

ACTUAL SUSPENSION 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.

See attached.

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.)**

Date

4/12/11

Judge of the State Bar Court

RICHARD A. MCNETT

RAMON M. GONZALEZ
Case No. 09-O-10830, et al.

The Stipulation is modified, as follows:

- a. On page 9 of the stipulation, in the final paragraph under "Restitution", "not later than within 30 days of the expiration of Respondent's probationary period" is deleted, and in its place is inserted "no later than 30 days prior to the expiration of Respondent's probationary period."
- b. On page 13 of the stipulation, in the Conclusions of Law under Count Five, line two, "acvance" is deleted, and in its place is inserted "advance".
- c. On page 14 of the stipulation, in the Conclusions of Law under Count Nine, line one, "Rojas's" is deleted, and in its place is inserted "Rojas".
- d. On page 23 of the stipulation, in the Factors in Mitigation, paragraph three, "thise" is deleted, and in its place is inserted "these".
- e. On page 25 of the stipulation, in the final paragraph under "Restitution", "not later than within 30 days of the expiration of Respondent's probationary period" is deleted, and in its place is inserted "no later than 30 days prior to the expiration of Respondent's probationary period."

-X-X-X-

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 April 13, 2011, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING

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:

RAMON M GONZALEZ ESQ
THE GONZALEZ LAW FIRM, PC
9595 WILSHIRE BLVD STE 900
BEVERLY HILLS, CA 90212

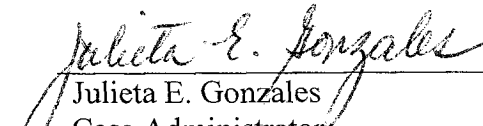
Courtesy copy:

RAMON M GONZALEZ ESQ
520 N. MANSFIELD AVENUE
LOS ANGELES, CA 90036

- ☒ by interoffice mail through a facility regularly maintained by the State Bar of California addressed as follows:

Suzan J. Anderson, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on April 13, 2011.



Julieta E. Gonzales
Case Administrator
State Bar Court