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**State Bar Court of California
Hearing Department**

ACTUAL SUSPENSION

<p>Counsel For The State Bar</p> <p>Blithe C Leece 1149 S. Hill Street Los Angeles, CA 90015 (213) 765-1161</p> <p>Bar # 202208</p>	<p>Case Number(s): 09-O-14195, et al.</p> <p>(Please see attachment for full list of cases)</p> <p>PUBLIC MATTER</p>	<p>For Court use only</p> <p>FILED</p> <p>JAN - 9 2012</p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>Counsel For Respondent</p> <p>Paul Virgo 9909 Topanga Blvd #282 Chatsworth, CA 91311</p> <p>Bar # 67900</p>	<p>Submitted to: Assigned Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p>	
<p>In the Matter of: Michael M. Yellin</p> <p>Bar # 255050</p> <p>A Member of the State Bar of California (Respondent)</p>	<p>ACTUAL SUSPENSION</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	

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 January 24, 2008.
- (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 49 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."



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- (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: (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.
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.

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- (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.
- (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.
- (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.
- (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:

(1) **Stayed Suspension:**

- (a) Respondent must be suspended from the practice of law for a period of 4 years.
 - 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 four years, 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 two years.
 - 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:

- Substance Abuse Conditions
- Law Office Management Conditions
- Medical Conditions
- 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.**

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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.

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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:

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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
Please see attachment for required restitution		

- Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than

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.

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Nolo Contendere Plea Stipulations to Facts, Conclusions of Law, and Disposition

The terms of pleading nolo contendere are set forth in the Business and Professions Code and the Rules of Procedures of the State Bar. The applicable provisions are set forth below:

Business and Professions Code § 6085.5 Disciplinary Charges; Pleas to Allegations

There are three kinds of pleas to the allegations of a notice of disciplinary charges or other pleading which initiates a disciplinary proceeding against a member:

- (a) Admission of culpability.
- (b) Denial of culpability.
- (c) Nolo contendere, subject to the approval of the State Bar Court. The court shall ascertain whether the member completely understands that a plea of nolo contendere will be considered the same as an admission of culpability and that, upon a plea of nolo contendere, the court will find the member culpable. The legal effect of such a plea will be the same as that of an admission of culpability for all purposes, except that the plea and any admissions required by the court during any inquiry it makes as to the voluntariness of, or the factual basis for, the pleas, may not be used against the member as an admission in any civil suit based upon or growing out of the act upon which the disciplinary proceeding is based.

Rules of Procedure of the State Bar, rule 5.56. Stipulations to Facts, Conclusions of Law, and Disposition

“(A) **Contents.** A proposed stipulation to facts, conclusions of law, and disposition must comprise:

[¶] . . . [¶]

(5) a statement that the member either:

- (a) admits the truth of the facts comprising the stipulation and admits culpability for misconduct; or
- (b) pleads nolo contendere to those facts and misconduct;

[¶] . . . [¶]

(B) **Plea of Nolo Contendere.** If the member pleads nolo contendere, the stipulation must also show that the member understands that the plea is treated as an admission of the stipulated facts and an admission of culpability.”

I, the Respondent in this matter, have read the applicable provisions of Business and Professions Code section 6085.5 and rule 5.56 of the Rules of Procedure of the State Bar. I plead nolo contendere to the charges set forth in this stipulation and I completely understand that my plea will be considered the same as an admission of culpability except as stated in Business and Professions Code section 6085.5(c).

12/15/2011
Date


Respondent's Signature

Michael Yellin
Print Name

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: MICHAEL M. YELLIN

CASE NUMBER: 09-O-14195, 09-O-14446, 09-O-14458, 09-O-14852, 09-O-15062, 09-O-15063, 09-O-15415, 09-O-15896, 09-O-16456, 09-O-16594, 09-O-16626, 09-O-16717, 09-O-17419, 09-O-17706, 10-O-00064, 10-O-00101, 10-O-00110, 10-O-00324, 10-O-01908, 10-O-03110, 10-O-05635, 10-O-06695, 11-O-18652

Michael Yellin ("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.

GENERAL FACTS

1. On January 24, 2008 Respondent was admitted to the California State Bar. Respondent is not admitted to practice law in any other jurisdiction.
2. In late 2008 Respondent began doing loan modifications.
3. Respondent worked with five different loan modification processing centers as either general counsel or by contracting them to process his files.
4. Respondent was retained by clients to assist in loan modifications on properties that were both in and outside of California.
5. Respondent failed to complete the work promised.
6. The complaining witnesses made several attempts to contact the Respondent regarding the status of their loan modifications. Respondent repeatedly failed to communicate with his clients.
7. Respondent did not refund the advanced fee paid.

GENERAL CONCLUSIONS OF LAW

8. By conducting loan modifications on properties outside of California in jurisdictions that the Respondent was not licensed to practice law the Respondent engaged in the unauthorized practice of law in willful violation of rule 1-300(B) of the Rules of Professional Conduct.
9. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

10. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

11. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

12. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

13. By entering into a legal agreement for work the Respondent was not authorized to perform due to the fact that he was not licensed in that jurisdiction the Respondent collected illegal fees in willful violation of rule 4-200(A) of the Rules of Professional Conduct.

14. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 09-O-14195 (NYBERG)

15. On January 17, 2009, Russell Nyberg (Nyberg) received an email from A Fresh Start (AFS) which attached the hardship package for him to complete and return to AFS. The signature on the email was for AFS Loan Modification Corporation and the Law Offices of Michael Yellin. The body of the email indicated that if Mr. Nyberg was approved for the loan modification service, and he was guaranteed a successful modification or 100% of their service would be refunded.

16. On February 1, 2009, Nyberg signed a retainer with Respondent for a loan modification of his California property for the amount of \$2995.00. The retainer agreement stated that if Respondent could not obtain the loan modification or adjustment of the mortgage, then 100% of the fee would be refunded 15 days after the lender's modification decision. In the next paragraph of the retainer there was additional refund language that directly contradicted the refund language in the previous paragraph. This refund language state that if the Respondent did not obtain the loan modification or adjustment of the mortgage 50% of the fee would be refunded 15 days after the lender's modification decision.

17. Nyberg paid \$2995.00 and submitted the required paperwork on the same day he signed the retainer. Nyberg was to receive loan modifications for one loan with Bank of America and one loan with GMAC.

18. Nyberg called AFS to inquire on the status of his loan modification beginning in February 2009, through July 2009, and was told that the bank was still reviewing his package.

19. In early July 2009, Nyberg received a letter from Respondent. The letter stated that all the necessary paperwork had been provided to Nyberg's lender and that they were awaiting a result. The letter further stated that Respondent would no longer be performing any work for Nyberg or refunding any of the fees.

20. The next day Nyberg sent the Respondent a letter demanding a full refund of the \$2995.00 fee paid six months ago for the loan modification that he still had not received and a copy of the documents he signed.

21. Nyberg's mortgage records from GMAC indicate that no loan modification was submitted by Respondent or AFS for Nyberg. Bank of America also did not have any record of a loan modification being submitted by Respondent or AFS for Nyberg.

22. AFS did not obtain a loan modification for Nyberg

23. Respondent did not obtain a loan modification for Nyberg

24. To date the Respondent has not refunded Nyberg's fees.

25. To date the Respondent has not returned the documents Nyberg signed.

CONCLUSIONS OF LAW RE 09-O-14195 (NYBERG)

26. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

27. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

28. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

29. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

30. By failing to return phone calls, emails, and letters regarding the status of their loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 09-O-14446 (LADATO)

31. Karen Ladato's (Ladato) husband purchased a home in Florida in April 2006. Ladato's husband passed away in July 2006 without a will and his assets were frozen. Due to a change in her financial standing, Ladato fell behind in the mortgage payments on the property. Additionally, she had difficulty negotiating with the mortgage lender, Bank of America, since she was not a listed beneficiary of the home. Bank of America placed the home into foreclosure.

32. Ladato contacted Respondent to assist her in obtaining a loan modification for the Florida property.

33. Ladato received a faxed packet of documents outlining the services and fees of AFS and Respondent. The documents contained two statements that if the client was approved for the loan modification program then there was a 100% money back guarantee. Respondent's retainer contained two conflicting refund statements on the same page. One statement indicated that if the client was approved for the loan modification program then there was a 100% refund minus a \$295.00 service fee. The following paragraph states that if the client does not qualify for the loan modification or the loan modification cannot be obtained 50% of the fee collected will be refunded

34. Ladato signed a retainer with Respondent on January 24, 2009, as well as an authorization form for "The Law Office of Michael Yellin, General Counsel for AFS Loan Modification Corporation" to work with her lender to obtain the loan modification.

35. Ladato paid Respondent \$1995.00 for his legal services.

36. Ladato advised Respondent's office that she had a foreclosure court date on February 17, 2009, and was told to handle it herself.

37. Ladato's lender, Bank of America contacted her to inform her the court date had been postponed.

38. In April 2009, Bank of America contacted Ladato to inform her that she qualified for Obama's Mortgage Refinancing Plan. Ladato contacted Elizabeth Perrera in Respondent's office. Ms. Perrera told Ladato she would look into the matter and get back with Ladato. Ladato was never contacted by anyone from Respondent's office.

39. After six months of no progress on her case Ladato hired a new attorney to prevent the sale of her home.

40. Ladato's mortgage records from Bank of America demonstrate that there was no contact from AFS or Respondent.

41. On July 10 and 16 2009, Ladato sent an email to AFS to terminate her relationship with Respondent.

42. On July 16 2009, AFS sent out an email stating that Respondent was no longer working with AFS to service the loan modifications.

43. On July 19 2009, Respondent sent out an email stating that AFS was no longer processing the loans. Additionally, Respondent stated that he had paid AFS the majority of the client fees so that they would process the loan modification. Therefore, Respondent had no money to pay loan modification servicing agents to finish the client's loan modifications, and Respondent had no money to refund.

44. AFS did not obtain a loan modification for Ladato.

45. Respondent did not obtain a loan modification for Ladato.

46. On October 18, 2010, Ladato faxed a letter to Respondent requesting a refund; return of her client file; and an accounting of fees earned.
47. Ladato has not received a refund from Respondent.
48. Ladato has not had her client file returned to her by Respondent.
49. Ladato never received an accounting of fees earned from the Respondent.

CONCLUSIONS OF LAW RE 09-O-14446 (LADATO)

50. By conducting loan modifications on properties outside of California in jurisdictions that the Respondent was not licensed to practice law the Respondent engaged in the unauthorized practice of law in willful violation of rule 1-300(B) of the Rules of Professional Conduct.

51. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

52. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

53. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

54. By entering into a legal agreement for work the Respondent was not authorized to perform due to the fact that he was not licensed in that jurisdiction the Respondent collected illegal fees in willful violation of rule 4-200(A) of the Rules of Professional Conduct.

55. By failing to return phone calls, emails, and letters regarding the status of their loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 09-O-14458 (SCHMIDT)

56. Daniel and Julie Schmidt (Schmidts) called AFS and spoke with Danielle Metcalf at AFS to discuss representation to obtain a loan modification from their lender Border State Bank (BSB) for their Minnesota property.

57. The Schmidts explained to Ms. Metcalf that they were living on a fixed income.

58. April 10, 2009, Ms. Metcalf faxed over the loan modification packet and retainer agreement for AFS.

59. Approximately five days later the Schmidts also received a retainer from Respondent.

60. The authorization form to allow a third party to speak to the bank about the Schmidts mortgage listed Michael Yellin as general counsel for AFS.

61. On April 15, 2009, \$1995.00 was debited from Julie Schmidt's checking account.
62. About two weeks after the Schmidt's checking account was debited \$1995.00 they were contacted by Alfredo Rivera (Rivera) from AFS. Rivera informed the Schmidts that they did not make enough money to qualify for a loan modification.
63. Rivera told the Schmidts to find jobs and call him back in two weeks. The Schmidts were told that if they could not increase their income in two weeks their money would be refunded due to no loan modification.
64. The Schmidts called Rivera back April 30, 2009, and left him repeated voicemail messages with no returned phone call.
65. On April 15, 2009, Gordon Winzenburg, a loan officer at BSB, received a faxed copy authorizing him to talk to AFS and Respondent.
66. On April 16, 2009, Gordon Winzenburg sent Respondent an email asking him if he was licensed in Minnesota. Respondent replied by asking why he would need to be licensed in Minnesota.
67. On April 27, 2009, Gordon Winzenburg spoke to Andrew Kish who identified himself as a client counseling manager. Mr. Winzenburg explained to Mr. Kish what documentation the bank required to evaluate a potential loan modification for the Schmidts.
68. On May 19, 2009, Mr. Winzenburg spoke with Mr. Schmidt at the bank and explained the bank's process for getting a loan modification
69. Mr. Winzenburg transferred the Schmidts mortgage file to Stacey Stallard, Senior Lender on or about May 19, 2009.
70. On July 3, 2009, the Schmidts sent an email to Respondent demanding a refund of their \$1995.00.
71. On July 19, 2009, the Schmidts received an email from Respondent. Respondent's email to the Schmidts was the same email as the one Respondent had sent to Ladato stating that AFS was no longer processing the loans. Additionally, Respondent stated that he had paid AFS the majority of the client fees so that they would process the loan modification. Therefore, Respondent had no money to pay loan modification servicing agents to finish the client's loan modifications, and Respondent had no money to refund.
72. AFS did not obtain a loan modification for the Schmidts.
73. Respondent did not obtain a loan modification for the Schmidts.
74. The Schmidts sent Respondent an email on December 28, 2009, demanding their file returned to them.

75. Respondent replied on January 12, 2010, that he could not locate their file. Respondent did not acknowledge their July 3, 2009, email demanding a refund of the fee. However, he stated that since they did not request the return of their files within 90 days of terminating his services he was authorized to destroy their files per the retainer agreement.

76. As of January 28, 2010, Ms. Stallard from BSB has not been contacted by anyone from AFS or by the Respondent.

CONCLUSIONS OF LAW RE 09-O-14458 (SCHMIDT)

77. By conducting loan modifications on properties outside of California in jurisdictions that the Respondent was not licensed to practice law the Respondent engaged in the unauthorized practice of law in willful violation of rule 1-300(B) of the Rules of Professional Conduct.

78. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

79. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

80. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

81. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

82. By entering into a legal agreement for work the Respondent was not authorized to perform due to the fact that he was not licensed in that jurisdiction the Respondent collected illegal fees in willful violation of rule 4-200(A) of the Rules of Professional Conduct.

83. By failing to return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 09-O-14852 (CHRISTENSEN)

84. Silvia and David Christensen (Christensens) were referred to Civic Center Financial (CCF) by their loan officer to discuss a loan modification on their property in California. CCF worked with Respondent for loan modifications.

85. The week before Christmas the Christensens spoke with Carl from CCF about a loan modification. Carl explained that they would be able to eliminate the 2nd mortgage and on the first they would hopefully be able to reduce the balance, lower the interest, and change the term of the loan. Carl told the Christensens the cost of the services was \$3000.00

86. The Christensens signed Respondent's retainer agreement on December 22, 2008. The retainer agreement stated that if Respondent was unable to modify or adjust their loan, then 100% of the fee paid would be refunded in 60 days.

87. The Christensens were emailed a loan modification package, and the Christensens returned the loan modification package on December 29, 2008.

88. The Christensens asked to split the \$3000.00 fee into 2 equal payments.

89. On January 5, 2010, the Christensens paid CCF and Respondent \$1500.00 by credit card.

90. The Christensens spoke with three different loan negotiators over a three month period. The Christensens were told that Chase was processing their loan modification file.

91. In April 2009 Mrs. Christensen contacted Chase directly to take over the loan modification due to the delay.

92. Chase informed Mrs. Christensen that they had never heard of CCF or Respondent; no file existed for her case; and there was no loan negotiator assigned to her case. Mrs. Christensen phoned every relevant department at Chase and verified the above stated information.

93. On April 13, 2009, Mrs. Christensen received an email from Melissa Gonzalez at Respondent's office requesting more financial documents.

94. Mrs. Christensen called Ms. Gonzalez and was told that once the additional financial information was received it would take 8-10 weeks to process their loan modification. Mrs. Christensen also spoke to another individual at Respondent's office, Stacy, who stated it would only take three weeks.

95. On April 30, 2009, Mrs. Christensen emailed Respondent, Carl, and Stacy to cancel the agreement and demand a full refund of the \$1500.00 per the retainer agreement.

96. On June 1, 2009, Brenda Ianniciello from CCF emailed Ms. Christensen and confirmed the refund amount of \$1500.00. Ms. Ianniciello stated that Ms. Christensen would receive their refund by July 27, 2009.

97. On July 7, 2009, Ms. Christensen emailed Ms. Ianniciello to confirm that they would receive the refund amount by the promised time.

98. On July 28, 2009, Ms. Ianniciello emailed the Christensen and stated that they were not processing the refund from Respondent's office as he terminated his working relationship with CCF.

99. Ms. Christensen emailed and called Respondent on July 29, 2009, demanding the refund she did not receive from CCF.

100. State Bar Investigator Jaime Saucedo subpoenaed loan modification documents for the Christensens' mortgage account at JP Morgan Chase. Erika Fields, subpoena analyst at

JP Morgan Chase, wrote Patricia Castaneda, coordinator of records at OCTC, stating that they could not locate any loan modification documents from December 1, 2008 to November 26, 2010 pertaining to the Christensens' mortgage.

101. CCF did not obtain a loan modification for the Christensens.

102. Respondent did not obtain a loan modification for the Christensens.

103. The Christensens have never received a refund from Respondent.

104. The Christensens were awarded a small claims judgment against Respondent in the amount of \$1560.00 on November 16, 2009.

CONCLUSIONS OF LAW RE 09-O-14852 (CHRISTENSEN)

105. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

106. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

107. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

108. By failing to return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 09-O-15062 (HARRIS)

109. Veronica Harris (Harris) hired Respondent to handle the loan medication for her home in California. Harris understood that AFS and Respondent be servicing her loan modification. Harris decided to use Respondent because his retainer agreement stated 100% of the fee would be refunded if no loan modification occurred.

110. Harris signed a retainer agreement for Respondent's services on April 1, 2009. The retainer agreement stated that if Respondent was unable to modify or adjust the loan, then 100% of the fee paid would be refunded 15 days from the lender's decision.

111. The agreed upon fee for the loan modification was \$1995.00. The full fee was withdrawn from her checking account on April 6, 2009.

112. Harris was not contacted by Respondent or anyone from his office.

113. After three weeks Harris called AFS and spoke with someone, but did not learn anything significant about her loan modification.

114. After three months nothing on her loan modification had occurred and Harris had not been contacted by AFS or Respondent.

115. On July 10, 2009, Harris received an email from AFS stating that Respondent was no longer working with them to service the loan modification. AFS stated that once they restructured their service they would continue to work for Harris. Harris never heard from AFS again.

116. On July 19, 2009, Harris received an email from Respondent. Respondent's email to Harris was the same email as the one Respondent had sent to Ladato and Schmidt stating that AFS was no longer processing the loans. Additionally, Respondent stated that he had paid AFS the majority of the client fees so that they would process the loan modification. Therefore, Respondent had no money to pay loan modification servicing agents to finish the client's loan modifications, and Respondent had no money to refund.

117. Harris called AFS and left voicemails. Harris was unable to reach anyone at AFS.

118. Harris left voicemails at Respondent's office and did not get any response.

119. AFS did not obtain a loan modification for Harris

120. Respondent did not obtain a loan modification for Harris

121. Harris never received a refund from Respondent.

CONCLUSIONS OF LAW RE 09-O-15062 (HARRIS)

122. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

123. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

124. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

125. By failing to return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 09-O-15063-(SEDAM)

126. Douglas Sedam (Sedam) signed a retainer for Respondent's services. Respondent was hired to modify loans on two properties in California. Each property had a first and second mortgage. Respondent charged Sedam \$6000.00 for the work to modify the four loans on the two properties.

127. Sedam signed Respondent's retainer agreement which stated that if Respondent was unable to secure a loan modification 100% of the fee collected for service would be refunded in 60 days. Sedam returned the signed retainer to Respondent, and was told that he would get a copy signed by Respondent as well. Sedam never received a signed retainer from Respondent.

128. Sedam sent two \$3000.00 checks to Respondent on January 1, 2009, and March 3, 2009.

129. Respondent told Sedam not to contact his lenders, not to speak with his lenders; and to forward all paperwork from his lenders to Respondent.

130. After three months Sedam was contacted by one of his lenders. Our lender informed us that Respondent had not contacted them and he had not submitted a loan modification package.

131. Sedam received Notice of Default on both his properties.

132. Respondent told Sedam to ignore the Notices of Default because he was working on the loan modifications.

133. Sedam then received a Notice of Foreclosure on both properties and Trust Deed Sale dates. Sedam contacted Respondent. Respondent had no knowledge of the Trust Deed Sale pending.

134. Sedam contacted his lenders and arranged for the Trust Deed Sales to be suspended.

135. Sedam repeatedly made inquiries at Respondent's office to investigate what work if any was being done on his loan modifications. Sedam was told two individuals were working on his files.

136. Sedam was contacted by these individuals working for Respondent. One of the individuals working at Respondent's office contacted Sedam several times asking him to provide them with gift cards. The gift cards would be given to the lenders' employees so that they would favorably process Sedam's loan modification packages.

137. On June 24, 2009, Sedam sent a letter to Respondent demanding a full refund for lack of performance and the return of his client file.

138. On June 30, 2009, Sedam sent an email to Respondent reiterating his demand for a full refund and the return of his client file.

139. AFS did not obtain a loan modification for Sedam.

140. Respondent did not obtain a loan modification for Sedam

141. Respondent has not provided a refund to Sedam or returned his client file.

CONCLUSIONS OF LAW RE 09-O-15063-(SEDAM)

142. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

143. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

144. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

145. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

146. By failing to return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 09-15416 (RHODAN)

147. Rodney Rhodan (Rhodan) found Respondent through a local county bar association.

148. On March 5, 2009, Rhodan contacted Respondent regarding retaining him for loan modification services on his California property.

149. Rhodan signed Respondent's retainer on March 5, 2009.

150. Rhodan paid Respondent an advanced fee of \$2995.00 for the loan modification.

151. Rhodan stated that the contact information for Respondent changed several times from March to June 2009, making it difficult to work with Respondent.

152. In June 2009, Respondent called Rhodan and told him that he was firing the loan servicing company, U.S. Council for Modifications. Respondent told Rhodan he would keep in touch.

153. Rhodan contacted his mortgage lender in July 2009 and was told that Respondent had not contacted them regarding the loan modification since June 2009. Rhodan was also told that his mortgage lender was preparing to foreclose on his home.

154. Based on Respondent's lack of performance, Rhodan terminated Respondent's third party authorization with the mortgage lender.

155. On December 22, 2010, Rhodan sent a written request to Respondent for a refund of the \$2995.00 fee paid.

156. Respondent did not refund the fee.

CONCLUSIONS OF LAW RE 09-15416 (RHODAN)

157. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

158. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

159. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 09-O-15896 (GALVAN)

160. Cristobal Galvan (Galvan) spoke with AFS in April 2009 about a loan modification for their California property. Galvan decided to contract AFS as they told him that they worked with an attorney, Respondent, to obtain loan modifications from the banks.

161. On April 7, 2009, Galvan signed Respondent's retainer for loan modification services. The retainer agreement stated that if the Respondent was unable to adjust the loan, then 100% of the fee collected for service would be refunded in 15 days after the lender's decision.

162. Galvan paid respondent three installements of \$775.00 on April 8, May 7, and June 5, 2009, for a total fee of \$1995.00.

163. Galvan contacted AFS in May 2009 on the status of his loan modification. Galvan was told his modification was being processed and he would have to wait.

164. Galvan received an email from AFS on July 10, 2009, stating that Respondent was no longer working with AFS to service the loan modifications.

165. Galvan then received a follow up from AFS on July 16, 2009, stating that AFS was reopening and would be able to service his loan.

166. Galvan never heard from AFS again.

167. AFS did not obtain a loan modification for him.

168. On July 18, 2009, Galvan received an email from Respondent. Respondent's email to Galvan was the same email as the one Respondent had sent to Ladato, Schmidts, Harris, Pugals, T. Nichols, Brownlee, Ellis, and M. Nichols stating that AFS was no longer processing the loans. AFS had indicated that it was no longer going to process loans in late March 2009. Additionally, Respondent stated that he had paid AFS the majority of the client fees so that they would process the loan modification. Therefore, Respondent had no money to pay loan

modification servicing agents to finish the client's loan modifications, and Respondent had no money to refund.

169. On July 29, 2009, Galvan retained another attorney to assist him in retrieving the fees he had paid to Respondent. On July 29, 2009, Galvan's new counsel sent Respondent a letter which included a notice of representation; a demand for an accounting of fees, Galvan's client file, and a refund.

170. Bank of America mortgage records demonstrate that third party authorization was faxed to them in April 2009. However, no loan modification packet was ever submitted for Galvan by Respondent or AFS, and there was no further communication from AFS or Respondent after April 2009.

171. AFS did not obtain a loan modification for Galvan.

172. Respondent did not obtain a loan modification for Galvan.

173. Respondent did not return Galvan's client file.

174. Respondent did not refund the fee Galvan paid.

CONCLUSIONS OF LAW RE 9-O-15896 (GALVAN)

175. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

176. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

177. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

178. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

179. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 09-O-16456 (WILLIS)

180. Curtis and Jennifer Willis contacted AFS for a loan modification of their mortgage with WAMU on their California property. Mr. and Mrs. Willis were told the loan modification would take 30-90 days.

181. Mr. and Mrs. Willis were approved for the loan modification program and signed a retainer with Respondent for the loan modification of their mortgage with WAMU on their California property. The retainer was signed on March 1, 2009. The retainer also stated that a 100% refund would be made in 15 days if Mr. and Mr. Willis did not receive a loan modification.

182. Mr. and Mrs. Willis paid Respondent an advanced fee of \$2495.00 for his loan modification service.

183. Based on their discussions with Alfredo Rivera at AFS Mr. and Mrs. Willis stopped making their mortgage payment so that a more persuasive hardship package could be submitted to their lender.

184. A telephonic interview was conducted with a representative from Chase formerly WAMU regarding contact by Respondent for a loan modification for Mr. and Mrs. Willis. The Bank representative indicated on March 20, 2009, Alfredo Rivera called from Respondent's office regarding a loan modification. Mr. Rivera was informed he needed third party authorization to speak to the bank on behalf of Mr. and Mrs. Willis. On March 21, 2009, Mr. Rivera called with Mrs. Willis and a verbal authorization was given.

185. Respondent sent in a loan modification package for Mr. and Mrs. Willis on May 6, 2009. However, Respondent failed to contact the bank to work through the loan modification.

186. In June 2009, Mrs. Willis spoke with Respondent and explained her frustration with the lack of progress and demanded a refund per the guarantee in the retainer agreement. Respondent agreed to provide a refund of the entire \$2495.00 fee by July 10, 2009.

187. On July 6, 2009, Mr. and Mrs. Willis received an undated letter from Respondent stating that he would no longer be servicing their loan modifications. Respondent would also not be taking or returning telephone calls or emails. Respondent stated that the clients should contact their lenders themselves regarding the status of their loan modifications.

188. AFS did not obtain a loan modification for Mr. and Mrs. Willis.

189. Respondent did not obtain a loan modification for Mr. and Mrs. Willis.

190. Mr. and Mrs. Willis did not receive a refund from the Respondent.

CONCLUSIONS OF LAW RE 09-O-16456 (WILLIS)

191. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

192. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

193. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

FACTS RE 09-O-16594 (SHILLING)

194. Shannon Shilling (Shilling) contacts CCF for a loan modification on her California property based on a referral from her mortgage broker. CCF told her that she needed to work with an attorney and they worked with Respondent. Shilling never spoke with Respondent until her refund demands.

195. Shilling was told by a representative at CCF that they could obtain a loan modification with her lender US Bank. Shilling would need to pay \$1500.00 upfront for this service and \$1495.00 in a follow up payment.

196. Shilling signed a Respondent's retainer agreement on March 2, 2009. Respondent's address on the retainer agreement was the same address as CCF. The retainer agreement stated that if the Respondent was unable to adjust the loan, then 100% of the of the fee collected for service would be refunded in 60 days.

197. On March 27, 2009 \$1500.00 was debited from Shillings checking account, and paid to Respondent. On May 12, 2009, \$1495.00 was again debited from Shillings checking account and paid to Respondent.

198. CCF representative told Shilling to stop making payments on her mortgage and not to contact US Bank. Shilling stopped paying her mortgage in April 2009.

199. US Bank records indicate that Sean Taylor, from Respondent's office, submitted a loan modification packet including third party authorization on April 14, 2009. No further contact from Respondent or his representatives regarding negotiating Shilling's loan modification packet exists per two separate US Bank loan representatives.

200. Shilling received a Notice of Foreclosure from US Bank due to missed mortgage payments. Based on the Foreclosure Notices, Shilling contacted US Bank.

201. Shilling's conversation with US Bank indicated that CCF and Respondent were not negotiating a loan modification for her.

202. Shilling immediately requested a full refund from CCF in May 2009 based on the failure to obtain a loan modification.

203. Brenda Ianniciello from CCF confirmed that a full refund of the \$2995.00 paid to the Law Office of Michael Yellin would be processed by July 27, 2009.

204. Shilling did not receive her full refund in July and began inquiring where the refund was by email. Eventually, Shilling emailed Respondent about the refund.

205. Respondent stated he would not be refunding the \$2995.00 fee paid.

206. US Bank records indicate that Sean Taylor, from Respondent's office, submitted a loan modification packet including third party authorization on April 14, 2009. No further contact from Respondent or his representatives regarding negotiating Shilling's loan modification packet exists per two separate US Bank loan representatives.

CONCLUSIONS OF LAW RE 09-O-16594 (SHILLING)

207. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

208. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

FACTS RE 09-O-16626 (NICHOLS)

209. Marshelle Nichols (Nichols) contacted a AFS for a loan modification on their West Virginia property. AFS stated that R was the attorney they worked with.

210. Nichols signed a retainer agreement with AFS on March 11, 2009.

211. On March 12, 2009, Nichols signed R's retainer agreement. The retainer agreement also stated that if Respondent could not obtain the loan modification or adjustment of the mortgage, then 100% of the fee would be refunded 15 days after the lender's modification decision. In the next paragraph of the retainer there was additional refund language that directly contradicted the refund language in the previous paragraph. This refund language state that if the Respondent did not obtain the loan modification or adjustment of the mortgage 50% of the fee would be refunded 15 days after the lender's modification decision.

212. Nichols paid \$750.00 of Respondent's \$1495.00 fee for the loan modification.

213. Nichols faxed her financial records to Respondent and to her mortgage lender.

214. On July 19, 2009, Nichols received an email from Respondent. Respondent's email to Nichols was the same email as the one Respondent had sent to Ladato, Schmidts, Harris, Pugals, T. Nichols, Brownlee, and Ellis stating that AFS was no longer processing the loans. AFS had indicated that it was no longer going to process loans in late March 2009. Additionally, Respondent stated that he had paid AFS the majority of the client fees so that they would process the loan modification. Therefore, Respondent had no money to pay loan modification servicing agents to finish the client's loan modifications, and Respondent had no money to refund.

215. AFS did not obtain a loan modification for Nichols.

216. Respondent did not obtain a loan modification for Nichols.

217. Respondent did not refund the fee paid by Nichols.

CONCLUSIONS OF LAW RE 09-O-16626 (NICHOLS)

218. By conducting loan modifications on properties outside of California in jurisdictions that the Respondent was not licensed to practice law the Respondent engaged in the unauthorized practice of law in willful violation of rule 1-300(B) of the Rules of Professional Conduct.

219. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

220. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

221. By entering into a legal agreement for work the Respondent was not authorized to perform due to the fact that he was not licensed in that jurisdiction the Respondent collected illegal fees in willful violation of rule 4-200(A) of the Rules of Professional Conduct.

FACTS RE 09-O-16717 (SLEIGH)

222. Barbara Sleigh (Sleigh) attended a loan modification workshop in Palm Desert, CA that was run by Respondent and Consumer Advocacy Group (CAG) located in Nevada.

223. During the Seminar Sleigh met with Respondent and the President of CAG regarding a loan modification on Sleigh's California property. Sleigh advised them that she was in bankruptcy proceedings, but that her California property was not part of the bankruptcy action. Respondent told Sleigh that her bankruptcy status would not affect her ability to obtain a loan modification on her California property.

224. Sleigh signed a retainer agreement with Respondent and paid the \$3500.00 advanced fee on March 7, 2009. The retainer agreement stated that if Respondent could not modify or adjust Sleigh's loan, then \$500.00 would be refunded in 60 days.

225. Over the next six months the only contact Sleigh had with Respondent was through email regarding obtaining a copy of the corrected retainer agreement as the date was incorrect. Sleigh never received the retainer agreement she requested.

226. After six months of no contact from Respondent, Sleigh sent a letter to Responding expressing her frustration with Respondent's inaction and demanding a refund for unearned fees and the return of her client file.

227. On October 9, 2009, Respondent returned Sleigh's client file but refused to return the fees.

228. On December 2, 2009, Sleigh requested an accounting of Respondent's fees for any work done on her matter.

229. On December 11, 2009, Respondent answered Sleigh by stating that he would not do an accounting as the retainer was for a flat fee.

230. Review of Sleigh's mortgage records from Chase Bank reveals that a third party authorization form was sent in early April 2009. No other contact or records were sent by Respondent or CAG on Sleighs behalf.

231. Respondent did not obtain a loan modification for Sleigh.

232. Sleigh never received a refund of the \$3500.0 fee for a loan modification that she paid to Respondent.

CONCLUSIONS OF LAW RE 09-O-16717 (SLEIGH)

233. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

234. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

235. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 09-O-17419 (PUGAL)

236. In March 2009, Marietta and Abdon Pugal (Pugals) did an internet search for loan modification services and found AFS. AFS website referenced Respondent as the attorney working with AFS.

237. The Pugals signed Respondent's retainer agreement for loan modification services on March 24, 2009, for their California property. The retainer agreement stated that if Respondent was unable to modify or adjust the loan then 100% of the fee for the service would be refunded within 15 days of the lender's decision.

238. The Pugals paid Respondent three separate payments on April. 5, 2009, April 26, 2009, and May 24, 2009, for a total of \$2995.00. On March 31, 2009

239. The Pugals did not hear anything from Respondent or AFS until July 2009.

240. On, 2009, the Pugals received the identical email that Harris received stating that Respondent was no longer working with AFS to service loan modifications. AFS stated that once they restructured their service they would continue to work for the Pugals. The Pugals never heard from AFS again.

241. On July 18, 2009, the Pugals received an email from Respondent. Respondent's email to the Pugals was the same email as the one Respondent had sent to Ladato, Schmidt, and Harris stating that AFS was no longer processing the loans. AFS had indicated that it was no longer going to process loans in later March 2009. Additionally, Respondent stated that he had paid AFS the majority of the client fees so that they would process the loan modification.

Therefore, Respondent had no money to pay loan modification servicing agents to finish the client's loan modifications, and Respondent had no money to refund.

242. The Pugals emailed Respondent on July 19, 2009, demanding a refund of the entire \$2995.00 fee paid to Respondent.

243. A subpoena was sent to JPMorgan Chase Bank which has the mortgage records for the Pugals original lender, Aurora Mortgage. The subpoenaed items were for any phone records or communication with Respondent or AFS in regards to the Pugals mortgage loan. JPMorgan Chase was unable to locate any phone records or correspondence from Respondent or AFS on behalf of the Pugals.

244. Respondent never provided a refund to the Pugals for failing to obtain a loan modification.

CONCLUSIONS OF LAW 09-O-17419 (PUGAL)

245. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

246. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

247. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

248. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 09-O-17706 (WALKER)

249. Calvin Walker (Walker) retained Respondent to obtain a loan modification for Walker's California property.

250. Walker signed Respondent's retainer agreement on March 3, 2009. The retainer agreement stated that if Respondent could not obtain the loan modification or adjustment of the mortgage, then 100% of the fee would be refunded 15 days after the lender's modification decision. In the next paragraph of the retainer there was additional refund language that directly contradicted the refund language in the previous paragraph. This refund language state that if the Respondent did not obtain a the loan modification or adjustment of the mortgage 50% of the fee would be refunded 15 days after the lender's modification decision.

251. Walker paid an advanced fee of \$1500.00 to the Respondent on March 9, 2009 and \$1499.00 on April 6, 2009 for a total of \$2999.00.

252. Walker did not hear from Respondent after June 2009.

253. Walker continued to receive correspondence from his mortgage lender. Walker contacted his lender and obtained a loan modification on his own in June 2010.

254. On October 30, 2010, Walker sent a demand for a refund of the \$2999.00 paid to Respondent for the loan modification he did not obtain.

255. Walker's subpoenaed mortgage records indicate that Respondent sent in a request for third party authorization to Walker's mortgage lender. There is no evidence from Walker's subpoenaed mortgage records that Respondent submitted a loan modification package on Walker's behalf.

256. Respondent has not provided a refund to Walker.

CONCLUSIONS OF LAW RE 09-O-17706 (WALKER)

257. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

258. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

259. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

260. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 10-O-00064 (MORENO)

261. Armando Moreno (Moreno) went to the Better Business Bureau regarding loan modifications and found the contact information for AFS.

262. Moreno contacted AFS about a loan modification for his California property. AFS indicated that Respondent was their legal counsel.

263. On March 10, 2009, Moreno signed an agreement with AFS for loan modification services.

264. On March 11, 2009, Moreno signed a retainer with Respondent for loan modification services. The retainer agreement stated that if Respondent could not obtain the loan modification or adjustment of the mortgage, then 100% of the fee would be refunded 15 days after the lender's modification decision. In the next paragraph of the retainer there was additional refund language that directly contradicted the refund language in the previous

paragraph. This refund language state that if the Respondent did not obtain the loan modification or adjustment of the mortgage 50% of the fee would be refunded 15 days after the lender's modification decision.

265. Moreno paid Respondent \$1000.00 on March 11, 2009.

266. Moreno found it very difficult to contact Respondent and AFS about the status of his loan modification.

267. Moreno never spoke to Respondent.

268. Moreno spoke to a representative a couple of times from AFS and was told that his paperwork was being processed.

269. Moreno's lender indicated that neither Respondent nor AFS had contacted it regarding a loan modification for Moreno.

270. Moreno went to Respondent's office on Wilshire Boulevard to discuss the lack of service by Respondent. Respondent would not see Moreno.

271. Moreno left his number for Respondent to call him. Respondent never called Moreno.

272. On October 10, 2010, Moreno demanded a refund from Respondent.

273. Neither Respondent nor AFS obtained a loan modification for Moreno.

274. Moreno never received a refund from Respondent.

CONCLUSIONS OF LAW RE 10-O-00064 (MORENO)

275. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

276. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

277. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

278. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 10-O-00101 (BROWN)

279. Martin and Sandra Brown (Browns) contacted AFS in February 2009, about a loan modification for their California property. The Browns were told by AFS that they worked with an attorney, Respondent, to obtain loan modifications from the banks.

280. The Brown's signed a retainer agreement with AFS on February 6, 2009, which included refund language. The retainer stated that if AFS was unable to modify or adjust the loan, then 100% of the fee collected for service would be refunded within 60 days.

281. The Browns signed Respondent's retainer on or about February 7, 2009. The retainer stated that if Respondent was unable to modify or adjust the loan, then 100% of the fee collected for service would be refunded minus a \$295.00 processing fee within 15 days of the lender's decision. In the next paragraph of the retainer there was additional refund language that directly contradicted the refund language in the previous paragraph. This refund language state that if the Respondent did not obtain the loan modification or adjustment of the mortgage 50% of the fee would be refunded 15 days after the lender's modification decision.

282. The Browns paid Respondent an advanced fee of \$2475.00 on February 9, 2009.

283. On March 9, 2009, Mrs. Brown contacted AFS for the status of their loan modification. Mrs. Brown was told that their loan modification was in process.

284. In May 2009, Mrs. Brown called AFS again to inquire regarding the status of their loan modification. Mrs. Brown was told that their loan modification was not progressing and that they recommended a refund.

285. The Browns received an email from AFS on July 10, 2009, stating that Respondent was no longer working with AFS to service the loan modifications.

286. The Browns then received a follow up from AFS on July 16, 2009, stating that AFS was reopening and would be able to service his loan.

287. The Browns never heard from AFS again.

288. AFS did not obtain a loan modification for him.

289. The Browns received the July 19, 2009, mass email sent out by Respondent. Respondent's email to the Browns was the same email as the one Respondent had sent to Ladato, Schmidts, Harris, Pugals, T. Nichols, Ellis, Brownlee, M. Nichols, and Galvan stating that AFS was no longer processing the loans. AFS had indicated that it was no longer going to process loans in late March 2009. Additionally, Respondent stated that he had paid AFS the majority of the client fees so that they would process the loan modification. Therefore, Respondent had no money to pay loan modification servicing agents to finish the client's loan modifications, and Respondent had no money to refund.

290. Respondent did not obtain a loan modification for the Browns.

291. The Browns hired an attorney to assist them with obtaining a refund and their client file from Respondent. The Browns' attorney tried to contact Respondent repeatedly by mail and phone demanding the Browns client file and a full refund of the fee paid.

292. Respondent has not returned the Browns' file.

293. The Respondent has not refunded the advanced fee paid by the Browns.

CONCLUSIONS OF LAW RE 10-O-00101 (BROWN)

294. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

295. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

296. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

297. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

298. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 10-O-00110 (NICHOLS)

299. Tammy Nichols (Nichols) found AFS from an internet search for loan refinancing for her Kentucky property. After filling out contact information online, Nichols was contacted on January 22, 2009, by a representative from AFS via email with a hardship package attached for Nichols to fill out and return. Nichols was told that if she was approved she was guaranteed a successful modification or 100% of service fee will be refunded and the processing fee waived. The digital signature at the bottom of the email states AFS Loan Modification Corp. and the Law Offices of Michael Yellin.

300. On February 3, 2009, Nichols received Respondent's retainer agreement with the fee for services listed as \$1995.00. The retainer agreement also stated that if Respondent could not obtain the loan modification or adjustment of the mortgage, then 100% of the fee would be refunded 15 days after the lender's modification decision. In the next paragraph of the retainer there was additional refund language that directly contradicted the refund language in the previous paragraph. This refund language state that if the Respondent did not obtain a the loan modification or adjustment of the mortgage 50% of the fee would be refunded 15 days after the lender's modification decision.

301. Nichols paid Respondent \$750 on February 3, 2009, \$745 on March 3, 2009, and \$495.00 on April 6, 2009.

302. Nichols received a letter March 12, 2009, from her lender indicating she was in default and her home would be going into foreclosure if the default was not corrected. Nichols contacted AFS and was told not to worry.

303. April 22, 2009, Nichols received a letter from an attorney indicating that he had been retained by her mortgage lender. In April 2009, Nichols received several legal notices to be picked up at the U.S. Post Office or Sheriff's Office regarding a Civil Summons. Nichols contacted AFS regarding the Civil Summons, and was told that the foreclosure had been stopped.

304. On June 29, 2009, Nichols received a copy of a letter that had been sent to the Bullitt Circuit Court requesting the sale of their property in Kentucky. Nichols immediately began trying to contact AFS. AFS told Nichols that she would need to submit all her loan modification packet again to stop the foreclosure. On June 30, 2009, Nichols faxed all the requested paperwork to AFS. Nichols emailed and called AFS to confirm their documents had been received. Nichols never heard from AFS again.

305. On July 19, 2009, Nichols received an email from Respondent. Respondent's email to the Nichols was the same email as the one Respondent had sent to Ladato, Schmidts, Harris, and Pugals stating that AFS was no longer processing the loans. AFS had indicated that it was no longer going to process loans in late March 2009. Additionally, Respondent stated that he had paid AFS the majority of the client fees so that they would process the loan modification. Therefore, Respondent had no money to pay loan modification servicing agents to finish the client's loan modifications, and Respondent had no money to refund.

306. July 26, 2009, Nichols sent a letter to Respondent outlining the lack of performance on her loan modification and demanding a refund of the \$1995.00 fee she paid.

307. Other than the July 19, 2009, email from Respondent stating he would not be servicing her loan modification, Nichols never had any contact with Respondent.

308. Review of Nichols' mortgage lender records demonstrate that no contact was ever made by Respondent or AFS regarding a loan modification for Nichols.

309. AFS did not obtain a loan modification for Nichols.

310. Respondent did not obtain a loan modification for Nichols.

311. Respondent did not refund the fee paid by Nichols.

CONCLUSIONS OF LAW RE 10-O-00110 (NICHOLS)

312. By conducting loan modifications on properties outside of California in jurisdictions that the Respondent was not licensed to practice law the Respondent engaged in the

unauthorized practice of law in willful violation of rule 1-300(B) of the Rules of Professional Conduct.

313. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

314. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

315. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

316. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

317. By entering into a legal agreement for work the Respondent was not authorized to perform due to the fact that he was not licensed in that jurisdiction the Respondent collected illegal fees in willful violation of rule 4-200(A) of the Rules of Professional Conduct.

318. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 10-O-00324 (BROWNLEE)

319. Landers Brownlee (Brownlee) was sent an email that advertised help. The contents of the email stated that Respondent could get Brownlee a loan modification for his Ohio property. Brownlee called the number contained in the email and spoke to someone that identified himself as working in Respondent's office. This individual explained the loan modification process and stated the fee for the service was \$1495.00.

320. Brownlee signed a retainer for AFS on March 31, 2009.

321. Brownlee signed a retainer for Respondent on April 3, 2009.

322. The AFS retainer stated that if AFS is unable to modify or adjust the loan then 100% of the fee will be refunded in 60 days. Respondent's retainer states that if Respondent cannot modify or adjust the loan then 100% of the fee will be refunded in 15 days after the lender's decision.

323. Brownlee paid the advanced fee of \$1495.00 on April 6, 2009 and received the loan modification documents to complete.

324. Approximately a month after signing the retainer Brownlee called Respondent's office because his lender had contacted him more than once to inform him that no one had

contacted them regarding a loan modification. Brownlee was told that Respondent was working on the loan modification.

325. Brownlee called back again and spoke with Marlene at Respondent's office. Brownlee conveyed the information that the his lender had not been contacted. Marlene had Brownlee send another signed third party authorization form to Respondent's office.

326. Brownlee heard nothing from AFS or Respondent, and he attempted to contact them in early July 2009. Brownlee only reached an answering service and did not get any returned phone calls.

327. Brownlee received an email from AFS on July 10, 2009, stating that Respondent was no longer working with AFS to service the loan modifications.

328. Brownlee then received a follow up from AFS on July 16, 2009, stating that AFS was reopening and would be able to service his loan.

329. Brownlee never heard from AFS again.

330. AFS did not obtain a loan modification for him.

331. On July 19, 2009, Brownlee received an email from Respondent. Respondent's email to Brownlee was the same email as the one Respondent had sent to Ladato, Schmidts, Harris, Pugal, and T. Nichols stating that AFS was no longer processing the loans. AFS had indicated that it was no longer going to process loans in late March 2009. Additionally, Respondent stated that he had paid AFS the majority of the client fees so that they would process the loan modification. Therefore, Respondent had no money to pay loan modification servicing agents to finish the client's loan modifications, and Respondent had no money to refund.

332. CitiMortgage records received concerning Brownlee's mortgage account indicate there was no contact from AFS or Respondent.

333. Respondent did not obtain a loan modification for Brownlee.

334. On October 18, 2010, Brownlee wrote Respondent a letter demanding the return of his client file and a full refund of his \$1495.00 fee.

335. Brownlee never received his client file from Respondent.

336. Brownlee never received a refund of his \$1495.00 fee from Respondent.

CONCLUSIONS OF LAW RE 10-O-00324 (BROWNLEE)

337. By conducting loan modifications on properties outside of California in jurisdictions that the Respondent was not licensed to practice law the Respondent engaged in the unauthorized practice of law in willful violation of rule 1-300(B) of the Rules of Professional Conduct.

338. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

339. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

340. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

341. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

342. By entering into a legal agreement for work the Respondent was not authorized to perform due to the fact that he was not licensed in that jurisdiction the Respondent collected illegal fees in willful violation of rule 4-200(A) of the Rules of Professional Conduct.

343. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 10-O-01908 (ELLIS)

344. Tyrone Ellis (Ellis) found AFS and Respondent through an internet search for loan modifications in February 2009.

345. On February 9, 2009, Ellis retained Respondent to obtain a loan modification for his property in Wisconsin. The retainer agreement also stated that if Respondent could not obtain the loan modification or adjustment of the mortgage, then 100% of the fee would be refunded 15 days after the lender's modification decision. In the next paragraph of the retainer there was additional refund language that directly contradicted the refund language in the previous paragraph. This refund language state that if the Respondent did not obtain the loan modification or adjustment of the mortgage 50% of the fee would be refunded 15 days after the lender's modification decision.

346. Ellis paid Respondent \$795.00 of the \$1500.00 fee. The paperwork for the retainer and the welcome email after the retainer was signed referenced both R and AFS working on Ellis' loan modification.

347. Citi mortgage records for Ellis indicated that a loan modification package was sent in March 2009.

348. Between February and March 2009 Respondent received notices from his lender stating that he was behind on his mortgage payments.

349. Ellis called and spoke with an AFS manager that stated the paperwork was being processed and not to worry.

350. In May 2009, Ellis contacted his lender to inquire about the progress of his loan modification. Ellis' lender indicated that it had not had contact with Respondent or AFS.

351. Ellis contacted AFS and Respondent to determine what the status of his loan modification was based on the lender's representation. Ellis was unable to reach a person at the numbers he had for AFS and Respondent in May 2009. Ellis sent an email June 2, 2009 and never got a response.

352. On July 19, 2009, Ellis received an email from Respondent. Respondent's email to Ellis was the same email as the one Respondent had sent to Ladato, Schmidts, Harris, Pugals, T. Nichols, and Brownlee stating that AFS was no longer processing the loans. AFS had indicated that it was no longer going to process loans in late March 2009. Additionally, Respondent stated that he had paid AFS the majority of the client fees so that they would process the loan modification. Therefore, Respondent had no money to pay loan modification servicing agents to finish the client's loan modifications, and Respondent had no money to refund.

353. AFS never obtained a loan modification for Ellis.

354. Respondent never obtained a loan modification for Ellis.

355. On October 19, 2010, Ellis requested a refund of the \$795.00 he paid and his client file.

356. Respondent never refunded the \$795.00 fee.

357. Respondent never returned the client file to Ellis.

CONCLUSIONS OF LAW RE 10-O-01908 (ELLIS)

358. By conducting loan modifications on properties outside of California in jurisdictions that the Respondent was not licensed to practice law the Respondent engaged in the unauthorized practice of law in willful violation of rule 1-300(B) of the Rules of Professional Conduct.

359. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

360. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

361. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

362. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

363. By entering into a legal agreement for work the Respondent was not authorized to perform due to the fact that he was not licensed in that jurisdiction the Respondent collected illegal fees in willful violation of rule 4-200(A) of the Rules of Professional Conduct.

364. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 10-O-03110 (DICKERSON)

365. Nathan Dickerson (Dickerson) signed up with Civic Center Financial (CCF) for a loan modification of their property in Texas. Dickerson was told that CCF worked with Respondent and that Respondent also used Loan Mod Mitigators (LMM) to negotiate with the mortgage lenders.

366. Dickerson signed Respondent's retainer for loan modification services on his Texas property on May 11, 2009.

367. Dickerson paid the Law Offices of Michael Yellin \$2600.00 in two payments of \$1300.00 on May 15, 2009, and June 17, 2009.

368. Over the summer CCF kept in contact with Dickerson about the progress of his loan modification.

369. In September 2009, a representative from CCF contacted Dickerson to let him know that Respondent has abandoned CCF. Two days later the same representative from CCF called and said the Respondent was again working with CCF.

370. In October 2009, Dickerson got another call from the same representative from CCF stating that Respondent had left CCF and was not servicing their loan modification.

371. Over the next three months Dickerson continued to check the status of his loan modification with the representative from CCF.

372. In January 2010, Dickerson could no longer reach anyone at CCF and no emails of voicemails were being returned.

373. Dickerson got in contact with a representative from LLM who stated that CCF had gone out of business and Dickerson's file had been transferred to Magnifund Group.

374. Dickerson contacted Magnifund and Magnifund indicated it did not know what to do with his client file and would be returning it to him.

375. CCF never obtained a loan modification for Dickerson.

376. Respondent never obtained a loan modification for Dickerson.

377. On January 25, 2010, Dickerson requested a refund of the entire fee from Respondent.

378. Respondent did not refund the fee.

CONCLUSIONS OF LAW RE 10-O-03110 (DICKERSON)

379. By conducting loan modifications on properties outside of California in jurisdictions that the Respondent was not licensed to practice law the Respondent engaged in the unauthorized practice of law in willful violation of rule 1-300(B) of the Rules of Professional Conduct.

380. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

381. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

382. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

383. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

384. By entering into a legal agreement for work the Respondent was not authorized to perform due to the fact that he was not licensed in that jurisdiction the Respondent collected illegal fees in willful violation of rule 4-200(A) of the Rules of Professional Conduct.

385. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 10-O-05635 (THAXTON-DAVY)

386. Benita Thaxton-Davy (Thaxton-Davy) hired Respondent and AFS in January 2009, to assist her in obtaining a loan modification for her Connecticut property.

387. Thaxton-Davy signed Respondent's retainer agreement on January 13, 2009. The retainer agreement also stated that if Respondent could not obtain the loan modification or adjustment of the mortgage, then 100% of the fee would be refunded 15 days after the lender's modification decision. In the next paragraph of the retainer there was additional refund language that directly contradicted the refund language in the previous paragraph. This refund language state that if the Respondent did not obtain the loan modification or adjustment of the mortgage 50% of the fee would be refunded 15 days after the lender's modification decision.

388. Thaxton-Davy paid Respondent and AFS an advanced fee of \$1297.50.00 for her loan modification.

389. Thaxton-Davy sent her financial paperwork to AFS which consisted of 45 pages. AFS also advised Thaxton-Davy not to have any contact with with her lender about her mortgage.

390. In April 2009, Thaxton-Davy was contacted by her mortgage lenders attorney stating that her mortgage was in trouble and that the lender had never received any paperwork from Respondent or AFS for a loan modification.

391. Thaxton-Davy contacted AFS and was told they were working on it.

392. On or about May 13, 2009, Thaxton-Davy was sued for foreclosure on her Connecticut property.

393. Thaxton-Davy spoke to AFS and again they stated they were working on it. Bank records indicate that on May 7, 2009, Thaxton-Davy's mortgage lender received 19 of the 45 page mortgage loan packet previously submitted by Thaxton-Davy to AFS in January 2009.

394. Thaxton-Davy waited about a week to hear from AFS and then contacted them to see the status of her loan modification due to the pending foreclosure. All the phones at AFS were busy. When Thaxton-Davy called again later she was told that the phone numbers were out of service. Thaxton-Davy then received a letter from AFS stating that they could no longer service her loan modification.

395. AFS did not obtain a loan modification for Thaxton-Davy.

396. Respondent did not obtain a loan modification for Thaxton-Davy.

397. Respondent did not refund Thaxton-Davy's \$1297.50 fee.

CONCLUSIONS OF LAW RE 10-O-05635 (THAXTON-DAVY)

398. By conducting loan modifications on properties outside of California in jurisdictions that the Respondent was not licensed to practice law the Respondent engaged in the unauthorized practice of law in willful violation of rule 1-300(B) of the Rules of Professional Conduct.

399. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

400. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

401. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

402. By entering into a legal agreement for work the Respondent was not authorized to perform due to the fact that he was not licensed in that jurisdiction the Respondent collected illegal fees in willful violation of rule 4-200(A) of the Rules of Professional Conduct.

403. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m)

FACTS RE 10-O-06695 (HEPP)

404. Melissa Hepp (Hepp) found Respondent and AFS through an internet search for loan modification assistance. The mortgage Hepp needed modified was on a property in Illinois. Hepp filled out her contact information online and received a call from a representative at AFS.

405. Hepp signed Respondent's retainer agreement on or about March 23, 2009. The Respondent's retainer agreement stated that if Respondent was unable to secure a loan modification 100% of the fee collected for service would be refunded in 15 days from the lender's modification decision.

406. Hepp paid Respondent an advanced fee of \$1245.00 for his services.

407. Hepp sent her financial documents to Respondent.

408. Between March and June 2009 Hepp received requests for updated financial records and was told her mortgage lender, Chase, was processing the loan medication request.

409. In June 2009, Chase advised Hepp that they had no record of any contact with AFS or Respondent.

410. June 30, 2009, Hepp sent a letter to Respondent demanding a refund and the return of her client file due to Respondent's failure to work on her loan modification with Chase.

411. Hepp received no response from Respondent or AFS and continued to call and send emails. In July 2009, the voicemails were full and no one returned her phone calls.

412. AFS did not obtain a loan modification for Hepp.

413. Respondent did not obtain a loan modification for Hepp.

414. Respondent did not return Hepp's client file.

415. Respondent did not refund the \$1245.00 fee paid by Hepp.

CONCLUSIONS OF LAW RE 10-O-06695 (HEPP)

416. By conducting loan modifications on properties outside of California in jurisdictions that the Respondent was not licensed to practice law the Respondent engaged in the unauthorized practice of law in willful violation of rule 1-300(B) of the Rules of Professional Conduct.

417. By failing to release the client's papers and property after requested by the client the Respondent willfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

418. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

419. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

420. By entering into a legal agreement for work the Respondent was not authorized to perform due to the fact that he was not licensed in that jurisdiction the Respondent collected illegal fees in willful violation of rule 4-200(A) of the Rules of Professional Conduct.

421. By failing to inform clients of the status of their matters; return phone calls, emails, and letters regarding the status of the clients' loan modifications Respondent failed to communicate in willful violation of Business and Professions Code §6068(m).

FACTS RE 11-O-18652 (RENTZERS)

422. On April 22, 2009, Neysa Guerrero from AFS Loan Modification Corp and the Law Offices of Michael Yellin sent an email to Robert Rentzer requesting the return of the attorney retainer agreement, authorization form, and other documents. Robert and Gail Rentzer (Rentzers) signed separate retainer agreements for Respondent's loan modification services for properties in Tarzana, CA and Calabasas, CA on April 25, 2009, and April 29, 2009.

423. The retainer agreement stated that if Respondent could not obtain the loan modification or adjustment of the mortgage, then 100% of the fee would be refunded 15 days after the lender's modification decision.

424. The fees in each retainer agreement were \$2500.00. On April 6, 2009, Mr. Rentzer wrote a \$5000.00 check to AFS.

425. On June 24, 2009, Jodi Neva from Respondent's office contacted Mr. Rentzer for additional loan modification documents. The Rentzers provided the documentation.

426. Soon after the June 24, 2009, email from Ms. Neva the Rentzers received an undated letter from Respondent. The letter stated that all the necessary paperwork had been provided to Rentzer's lender and that they were awaiting a result. The letter further stated that Respondent would no longer be performing any work for Rentzer or refunding any of the fees.

427. The Rentzers received an email from AFS on July 10, 2009, stating that Respondent was no longer working with AFS to service the loan modifications.

428. Mr. and Mrs. Rentzer had no contact with AFS or Respondent after July 2009.

429. AFS did not obtain a loan modification for either Mr. or Mrs. Rentzer.

430. Respondent did not obtain a loan modification for either Mr. or Mrs. Rentzer.

431. On November 19, 2010, and February 11 and March 31, 2011, Mr. Rentzer sent a written request to Respondent for a refund of the \$5000.00 fees paid for both properties.

432. Respondent has not provided a refund.

CONCLUSIONS OF LAW RE 11-O-18652 (RENTZERS)

433. By terminating his services without taking reasonable steps to avoid prejudicing the rights of his clients the Respondent willfully violated 3-700(A)(2) of the Rules of Professional Conduct.

434. By failing to refund the client fee after requested and pursuant to the retainer agreement the Respondent willfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

435. By failing to competently perform the agreed upon loan modifications the Respondent willfully violated rule 3-110(A) of the Rules of Professional Conduct.

FACTORS IN AGGRAVATION

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

FACTORS IN MITIGATION

Respondent found himself as a young practitioner who became overwhelmed by the rapid expansion of his loan modification practice. Respondent overestimated his ability to handle the amount of clients that retained him for loan modification services. When Respondent realized that he could no longer competently manage his loan modification practice based on the volume of the work, he chose to close his practice within one to two month. It is important to note that Respondent was working on these loan modification cases prior to the enactment of SB 94.

Respondent has been candid and cooperative during all investigative stages. Respondent's cooperativeness has precluded the need to file formal charges in these matters or conducting a lengthy trial wherein numerous witnesses from California and out of state would be brought to State Bar Court as witnesses in these matters.

Respondent has provided evidence of good character through letters of support submitted by attorneys. In their statements the attorneys indicate that they understand Respondent's involvement in loan modification and the charges pending. Despite the pending charges against Respondent, the attorneys find Respondent to be a hardworking and honest attorney, and the pending charges do not alter their opinion of him.

DISCUSSION RE STIPULATED DISCIPLINE

Standard 1.3 of the *Standards For Attorney Sanctions For Professional Misconduct* provides that the primary purpose of discipline is the protection of the public, the courts and legal profession; maintenance of high professional standards; and the preservation of public confidence in the legal profession.

Standard 2.4 states that reproof or suspension is the appropriate discipline, with due regard to the extent of the misconduct and the degree of harm to the client, for violations of rule 3-110(A) of the Rules of Professional Conduct.

Standard 2.7 states that a violation of rule 4-200 of the Rules of Professional Conduct shall result in at least a six-month actual suspension, irrespective of mitigating circumstances.

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.

Respondent's misconduct is aggravated by the fact that it harmed his clients and deprived them of funds they could have used for their mortgages for a substantial period of time.

Given the aggravating and mitigating circumstances present in this case, a two year 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 he caused, 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.

FINANCIAL CONDITIONS, RESTITUTION

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 pay restitution to CSF in the amounts paid, plus applicable interest and costs.

Payee	Principal	Date of Accrual
09-O-14195 Russell Nyberg	\$2995.00	February 1, 2009
09-O-14446 Karen Ladato	\$1995.00	January 24, 2009
09-O-14458 Mr./Mrs. Schmidt	\$1995.00	April 15, 2009
09-O-14582 Mr./Mrs. Christensen	\$1500.00	January 5, 2009
09-O-14852 Veronica Harris	\$1995.00	April 6, 2009
09-O-15063 Douglas Sedam	\$6000.00	January 1, 2009
09-O-16456 Mr./Mrs. Willis	\$2495.00	March 1, 2009
09-O-15416 Rodney Rhodan	\$2995.00	March 5, 2009
09-O-15896 Cristobal Galvan	\$1995.00	April 8, 2009
09-O-16594 Shannon Shilling	\$2995.00	March 27, 2009
09-O-16626 Marshelle Nichols	\$750.00	March 12, 2009
09-O-16717 Barbara Sleigh	\$3500.00	March 7, 2009
09-O-17419 Mr./Mrs. Pugal	\$2995.00	April 5, 2009
09-O-17706 Calvin Walker	\$2999.00	March 9, 2009
10-O-00064 Armando Moreno	\$1000.00	March 11, 2009
10-O-00101 Mr./Mrs. Brown	\$2475.00	February 9, 2009
10-O-00110 TammyNichols	\$1995.00	February 3, 2009
10-O-00324 Landers Brownlee	\$1495.00	April 6, 2009
10-O-01908 Tyrone Ellis	\$795.00	February 9, 2009
10-O-03110 Nathan Dickerson	\$2600.00	May 15, 2009
10-O- 05635 Benita Thaxton-Davy	\$1297.50	January 13, 2009
10-O-06695 Melissa Hepp	\$1245.00	March 23, 2009
11-O-18652 Mr./Mrs. Rentzers	\$5000.00	April 6, 2009

Respondent must pay the above referenced restitution and provide satisfactory proof of payment to the Office of Probation prior to the termination of his four year stayed suspension.

Respondent waives any objection to payment by the State Bar Client Security fund upon a claim by any of his clients to unearned attorney fees.

ESTIMATE OF COSTS OF DISCIPLINARY PROCEEDINGS

Respondent acknowledges that the Office of the Chief Trial Counsel has informed Respondent that as of December 1, 2011, the prosecution costs in this matter are \$23,359.70. Respondent acknowledges that this figure is an estimate only. 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.

STATE BAR ETHICS AND CLIENT TRUST ACCOUNT SCHOOL

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.

(Do not write above this line.)

In the Matter of: Michael M. Yellin	Case number(s): 09-O-14195, et al.
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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.

12/15/2011		Michael M. Yellin
Date	Respondent's Signature	Print Name
12/15/2011		Paul Virgo
Date	Respondent's Counsel Signature	Print Name
12/15/2011		Blithe C. Leece
Date	Deputy Trial Counsel's Signature	Print Name

(Do not write above this line.)

In the Matter Of MICHAEL M. YELLIN	Case Number(s): 09-O-14191 ET AL.
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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.

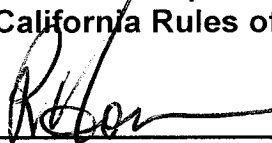
1. On page 1 of the attachment to the stipulation, in the section entitled "CASE NUMBER", "09-O-15415" is deleted, and in its place is inserted "09-O-15416";
2. On pages 1 and 2 of the attachment to the stipulation, the section entitled "GENERAL CONCLUSIONS OF LAW" is deleted in its entirety;
3. On page 5 of the attachment to the stipulation, numbered paragraph 53 is deleted in its entirety;
4. On page 7 of the attachment to the stipulation, numbered paragraph 81 is deleted in its entirety;
5. On page 9 of the attachment to the stipulation, in numbered paragraph 109, "loan medication" is deleted, and in its place is inserted "loan modification";
6. On page 11 of the attachment to the stipulation, in numbered paragraph 130, "Our lender informed us" is deleted, and in its place is inserted "His lender informed him";
7. On page 18 of the attachment to the stipulation, numbered paragraph 220 is deleted in its entirety;
8. On page 19 of the attachment to the stipulation, in numbered paragraph 238, "On March 31, 2009" is deleted;
9. On page 26 of the attachment to the stipulation, numbered paragraph 316 is deleted in its entirety;
10. On page 28 of the attachment to the stipulation, numbered paragraph 341 is deleted in its entirety;
11. On page 28 of the attachment to the stipulation, in numbered paragraph 348, "Respondent received" is deleted, and in its place is inserted "Ellis received";
12. On page 29 of the attachment to the stipulation, numbered paragraph 362 is deleted in its entirety;
13. On page 31 of the attachment to the stipulation, numbered paragraph 383 is deleted in its entirety;
14. On page 33 of the attachment to the stipulation, numbered paragraph 401 is deleted in its entirety; and
15. On page 34 of the attachment to the stipulation, numbered paragraph 419 is deleted in its entirety.

(Do not write above this line.)

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 135(b), 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.)**

1/5/12

Date



Richard A. Honn
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 January 9, 2012, 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:

PAUL JEAN VIRGO
9909 TOPANGA BLVD #282
CHATSWORTH, CA 91311

- 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:

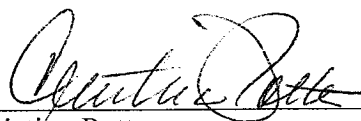
- by fax transmission, at fax number _____. No error was reported by the fax machine that I used.

- 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:

Blithe C. Leece, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on January 9, 2012.



Cristina Potter
Case Administrator
State Bar Court