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State Bar Court of California Hearing Department Los Angeles ACTUAL SUSPENSION		
<p>Counsel For The State Bar</p> <p>Lee Ann Kern Deputy Trial Counsel 1149 South Hill Street Los Angeles, California 90015</p> <p>Bar # 156623</p>	<p>Case Number(s):</p> <p>09-O-14842 09-O-17856 10-O-03591 10-O-03592 10-O-03594 10-O-03595 10-O-04711 10-O-05182 10-O-06520 10-O-10805</p>	<p>For Court use only</p> <p style="text-align: center; font-size: 24pt;">FILED</p> <p style="text-align: center; font-size: 18pt;">DEC 02 2011</p> <p style="text-align: center;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>In Pro Per Respondent</p> <p>Arthur Steven Aldridge 32040 Wallington Court Westlake Village, California 91361</p> <p>Bar # 163017</p>	<p style="font-size: 24pt;">PUBLIC MATTER</p>	
<p>In the Matter of:</p> <p>Arthur Steven Aldridge</p> <p>Bar # 163017</p> <p>A Member of the State Bar of California (Respondent)</p>	<p>Submitted to: Assigned Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</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 December 18, 1992.
- (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 26 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: 2013, 2014, and 2015. (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. See Attachment at p. 21.
- (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. See Attachment at p. 21.
- (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. See Attachment at p. 21.
- (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. See Attachment at p. 21.
- (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.

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

E. Additional Conditions of Probation:

- (1) If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in the general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- (2) During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3) Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of

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information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.

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

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

- (6) Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7) Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8) Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.
- No Ethics School recommended. Reason: _____
- (9) Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.
- (10) The following conditions are attached hereto and incorporated:
- | | |
|---|---|
| <input type="checkbox"/> Substance Abuse Conditions | <input type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input checked="" type="checkbox"/> Financial Conditions |

F. Other Conditions Negotiated by the Parties:

- (1) **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 5.162(A) & (E), Rules of Procedure.**

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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:**

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: Arthur Steven Aldridge

CASE NUMBER(S): 09-O-14842, 09-O-17856, 10-O-03591, 10-O-03592
10-O-03594 10-O-03595, 10-O-04711, 10-O-05182
10-O-06520, 10-O-10805

FACTS AND CONCLUSIONS OF LAW.

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

Case No. 09-O-14842 (Complainants: Claudia and Juan Estrada)

FACTS:

1. On May 16, 2009, Claudia and Juan Estrada ("the Estradas") employed Respondent to provide loan modification services on a mortgage secured by the Estrada's residential real property. Between May 16, 2009 and June 24, 2009, the Estradas paid Respondent \$2,700.
2. In late June 2009, the Estradas received a Notice of Intent to Foreclose from their lender. The letter was dated June 23, 2009. When the Estradas provided the Notice to Respondent's staff, the Estradas were told to ignore it.
3. On June 27, 2009, the Estradas received a letter from their lender dated June 24, 2009. In the letter, the lender requested documents relating to the Estradas' current source of income and advised the Estradas that the lender could not move forward with the modification process without the requested documents. In late June 2009, the Estradas faxed the lender's letter to Respondent's office.
4. On June 27, 2009, the Estradas received a call from their lender in which the lender requested additional documents from the Estradas. On that date, the Estradas informed Respondent's staff about the lender's requests for documents and were told that the Estradas should not personally submit any documents to the lender. Notwithstanding, in late June 2009, the Estradas faxed the requested documentation to Respondent's office and to the lender.
5. On July 20, 2009, Respondent's staff called the lender to determine the status of the Estradas' loan modification and was told that additional documents concerning the Estradas' income were needed. Thereafter, neither Respondent nor his staff took any further action to complete the loan modification on behalf of the Estradas.
6. On July 21, 2009, the Estradas contacted their lender and were informed by the lender's representative that the lender had had very limited contact with Respondent's office, that Respondent's office had only provided them with the Estradas' original information packet that the Estradas had completed in May 2009, and that Respondent's staff had called the lender just two to three times for status updates.

7. On July 21, 2009, the Estradas began working directly with their lender to obtain a loan modification, including supplying the lender with all requested documents.
8. In July 2009, Claudia Estrada made a complaint to the State Bar about Respondent's conduct.
9. Respondent did not complete the loan modification services for the Estradas and did not earn all of the fees paid by the Estradas.
10. Respondent did not account to the Estradas for the fees received from the Estradas to show what legal services were provided to the Estradas and what amount may have been earned.
11. On July 29, 2009, the Estrada mailed a letter to Respondent in which they requested a refund of the \$2,700 paid to Respondent. Respondent did not respond to the letter.
12. On August 20, 2009, the Estradas mailed a letter to Respondent's staff in care of Respondent in which the Estradas again requested a refund of the \$2,700 paid to Respondent.
13. In June 2010, the Estradas received a letter from Respondent dated August 26, 2009. Enclosed in the letter was a \$2,700 check also dated August 26, 2009.
14. On June 6, 2010, the Estradas attempted to cash the refund check, but could not do so because the check was stale-dated and because the bank informed the Estradas that there were insufficient funds in Respondent's bank account to cover the check.
15. Respondent did not refund any portion of the unearned fees to the Estradas.
16. On February 4, 2010 and on March 22, 2010, an investigator for the State Bar mailed letters to Respondent at his State Bar membership address requesting a response to allegations raised by Claudia Estrada's complaint. The letters were not returned in the mail as undeliverable or for any other reason. Respondent received the investigator's letters.
17. On July 19, 2010, an investigator for the State Bar mailed certified letters to Respondent at his State Bar membership address and to an alternate address requesting a response to allegations raised by Claudia Estrada's complaint. The certified letter mailed to Respondent's State Bar membership address and the certified letter mailed to Respondent's alternate address were unclaimed and returned to the State Bar on August 12, 2010 and on August 18, 2010, respectively.
18. Respondent did not respond in writing to the State Bar's letters or otherwise cooperate in the investigation of Claudia Estrada's complaint.

CONCLUSIONS OF LAW:

19. By not taking steps to complete the loan modification on behalf of the Estradas, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A), Rules of Professional Conduct.

20. By not accounting to the Estradas for the fees received from them, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in willful violation of rule 4-100(B)(3), Rules of Professional Conduct.

21. By not refunding any portion of the unearned fees received from the Estradas, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of rule 3-700(D)(2), Rules of Professional Conduct.

22. By not providing a written response to the allegations raised by Estrada's complaint, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent, in willful violation of Business and Professions Code section 6068(i).

Case No. 09-O-17856 (Complainants: Lorenzo and Elizabeth Jimenez)

FACTS:

23. On February 27, 2009, Lorenzo and Elizabeth Jimenez ("the Jimenezes") employed Respondent to provide loan modification services for mortgages secured by eleven different properties owned by them. From February 27, 2009 through May 1, 2009, the Jimenezes made payments to Respondent totaling \$24,225.

24. Respondent or his staff contacted the lenders regarding the Jimenezes' loans, but failed to complete the loan modification requests on behalf of the Jimenezes. Five of the Jimenezes' homes were sold in foreclosure.

25. The Jimenezes terminated Respondent's employment in December 2009.

26. Respondent did not complete the loan modification services for the Jimenezes and did not earn all of the fees paid by the Jimenezes.

27. Respondent did not account to the Jimenezes for the fees received from the Jimenezes to show what legal services were provided to them and what amount may have been earned.

28. Respondent did not earn all of the legal fees paid to him by the Jimenezes.

29. Respondent did not refund any portion of the unearned fees to the Jimenezes.

30. In October 2009, Lorenzo Jimenez made a complaint to the State Bar about Respondent's conduct.

31. On March 28, 2011 and on April 19, 2011, an investigator for the State Bar mailed letters to Respondent at his State Bar membership address and letters to Respondent at an alternate address requesting a response to allegations raised by Lorenzo Jimenez's complaint.

32. Respondent received the letters addressed to Respondent's alternate address. The letters mailed to Respondent's State Bar membership address were returned by the United States Postal Services "Attempted Not Known. Unable to Forward."

33. Respondent did not respond in writing to the State Bar's letters or otherwise cooperate in the investigation of Lorenzo Jimenez's complaint.

CONCLUSIONS OF LAW:

34. By not taking steps to complete the loan modification requests on behalf of the Jimenezes, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A), Rules of Professional Conduct.

35. By not accounting to Jimenezes for the fees received from them, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in willful violation of rule 4-100(B)(3), Rules of Professional Conduct.

36. By not refunding any portion unearned fees received from the Jimenezes, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of rule 3-700(D)(2), Rules of Professional Conduct.

37. By not providing a written response to the allegations raised by Lorenzo Jimenez's complaint, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent, in willful violation of Business and Professions Code section 6068(i).

Case No. 10-O-03591 (Complainants: Adolfo Hernandez and Benancio Maldonado)

38. On March 30, 2009, Adolfo Hernandez ("Hernandez") and Benancio Maldonado ("Maldonado") employed Respondent to provide loan modification services on a residential mortgage taken in Maldonado's name. From March 30, 2009 through June 23, 2009, Hernandez made payments to Respondent totaling \$3,300.

39. On March 30, 2009, Maldonado signed an Authorization to Receive and Convey Information and Documentation and provided it to Respondent. Respondent did not submit that document to the lender until May 4, 2009.

40. Neither Respondent nor his staff took any further action to request and obtain a modification of Maldonado's home mortgage. Maldonado's home was sold in foreclosure.

41. In December 2009 and January 2010, Hernandez went to the Respondent's Stockton office and it was closed for business. In January 2010, Hernandez called Respondent's office in Stockton and Southern California and the telephone numbers for each office were out of service.

42. By closing his office and by disconnecting his telephone number without informing Hernandez of his new telephone number or office location, Respondent constructively withdrew from representation of Hernandez.

43. Respondent did not provide any legal services of value to Maldonado and Hernandez and did not earn any of the \$3,300 paid by Hernandez. Respondent did not refund any portion of the advanced fees to Hernandez.

44. Respondent did not provide any legal services of value to Maldonado and Hernandez and did not earn any of the \$3,300 paid by Hernandez. Respondent did not refund any portion of the advanced fees to Hernandez.

45. In February 2010, Hernandez made a complaint to the State Bar about Respondent's conduct. In April 2011, Maldonado joined the complaint made by Hernandez about Respondent's conduct.

46. On February 15, 2011, an investigator for the State Bar mailed a letter to Respondent at his State Bar membership address requesting a response to allegations raised by Hernandez and Maldonado in their complaint. The letter was not returned in the mail as undeliverable or for any other reason. Respondent received the investigator's letter.

47. On March 9, 2011, an investigator for the State Bar mailed a letter to Respondent at his State Bar membership address and a letter to Respondent an alternate address requesting a response to allegations raised by Hernandez and Maldonado in their complaint. The letters were not returned in the mail as undeliverable or for any other reason. Respondent received the investigator's letters.

48. Respondent did not respond in writing to the State Bar's letters or otherwise cooperate in the investigation of Hernandez's and Maldonado's complaint.

CONCLUSIONS OF LAW:

49. By not taking steps to complete the loan modification request of Hernandez and Maldonado, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A), Rules of Professional Conduct.

50. By not refunding any portion of the \$3,300 in unearned fees received from Hernandez, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of rule 3-700(D)(2), Rules of Professional Conduct.

51. By not providing a written response to the allegations raised by Hernandez and Maldonado in their complaint, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent, in willful violation of Business and Professions Code section 6068(i).

Case No. 10-O-03592 (Complainant: David Alcocer)

52. On August 7, 2009, David Alcocer ("Alcocer") employed Respondent to provide loan modification services on a first and second mortgage secured by real property owned by Alcocer. From August 7, 2009 through September 4, 2009, Alcocer paid Respondent \$1,500 against Respondent's \$3,300 fee.

53. On August 12, 2009, Alcocer signed an Authorization to Receive and Convey Information and Documentation and provided it to Respondent. Respondent submitted that document to one of Alcocer's lenders, Bank of America, but not to the other lender, HSBC. Respondent did not provide Bank of America with any other documents on Alcocer's behalf and did not submit any documents on Alcocer's behalf to HSBC.

54. Neither Respondent nor his staff took any further action to obtain a modification of Alcocer's home mortgage.

55. Beginning in October 2009, neither Respondent nor his staff provided Alcocer with status updates concerning his loan modification and failed to return Alcocer's telephone calls.

56. In January 2010, Alcocer called Respondent's office, but the phone number was disconnected. On February 3, 2010, Alcocer went to Respondent's office and it was closed for business. That same day, Alcocer called Respondent's Southern California office and left nine voice mail messages on Respondent's voice mail in which Alcocer requested a returned call. On February 10, 2010, Respondent's staff called Alcocer and left Alcocer a voice mail message. Alcocer returned the staff's call on February 10, 2010, and left a message for the staff to return his call. However, Alcocer did not receive any further communications from Respondent's office.

57. By closing his office and by disconnecting his telephone number without informing Alcocer of his new telephone number or office location, Respondent constructively withdrew from representation of Alcocer.

58. Respondent did not provide any legal services of value to Alcocer and did not earn any of the \$1,500 paid by Alcocer. Respondent did not refund any portion of the advanced fees to Alcocer.

59. In February 2010, Alcocer made a complaint to the State Bar about Respondent's conduct.

60. On March 7, 2011 and March 29, 2011, an investigator for the State Bar mailed letters to Respondent at his State Bar membership address and letters to Respondent an alternate address requesting a response to allegations raised by Alcocer in his complaint.

61. Respondent received the letters addressed to Respondent's alternate address. The letters mailed to Respondent's State Bar membership address were returned by the United States Postal Services "Attempted Not Known. Unable to Forward."

62. Respondent did not respond in writing to the State Bar's letters or otherwise cooperate in the investigation of Alcocer's complaint.

CONCLUSIONS OF LAW:

63. By not taking steps to complete the loan modification requests of Alcocer, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A), Rules of Professional Conduct.

64. By failing to communicate with Alcocer and provide him with the status of his loan modification requests, Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services, in willful violation of Business and Professions Code section 6068(m).

65. By not refunding any portion of the \$1,500 in unearned fees received from Alcocer, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of rule 3-700(D)(2), Rules of Professional Conduct.

66. By not providing a written response to the allegations raised by Alcocer in his complaint, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent, in willful violation of Business and Professions Code section 6068(i)

Case No. 10-O-03594 (Complainant: Juanita Ramirez)

67. On June 12, 2009, Juanita Ramirez ("Juanita") employed Respondent to provide loan modification services on a mortgage secured by her real property. Between June 12, 2009 and August 4, 2009, Juanita paid Respondent \$3,295.

68. On June 29, 2009, Respondent faxed an Authorization to Receive Information to Juanita's lender.

69. On August 27, 2009, Respondent faxed documentation to the lender on Juanita's behalf in which he requested a rate reduction or plan to lower her payment.

70. On November 18, 2009, Respondent faxed Juanita's lender an Authorization to Receive and Convey Information and Documentation. Respondent did not provide the lender with any other documents on Juanita's behalf and did not take steps to complete the loan modification requested by her.

71. In December 2009 and January 2010, Juanita called Respondent's telephone numbers for his offices in Fresno and Southern California and the telephone numbers were disconnected.

72. Respondent and his staff ceased all communications with Juanita.

73. By disconnecting his telephone numbers without informing Juanita of his new telephone number(s) and by ceasing all communications with Juanita, Respondent constructively withdrew from representation of Juanita. Respondent did not inform Juanita of his intent to withdraw from representation or take any steps to avoid reasonably foreseeable prejudice to her.

74. Respondent did not provide any legal services of value to Juanita and did not earn any portion of the \$3,295 paid to Respondent by Juanita. Respondent did not refund any of the advanced fees to Juanita.

75. In March 2010, Juanita made a complaint to the State Bar about Respondent's conduct.

76. On March 17, 2011 and April 11, 2011, an investigator for the State Bar mailed letters to Respondent at his State Bar membership address and letters to Respondent an alternate address requesting a response to allegations raised by Juanita in her complaint. The letters were not returned in the mail as undeliverable or for any other reason. Respondent received the letters.

77. Respondent did not respond in writing to the State Bar's letters or otherwise cooperate in the investigation of Juanita's complaint.

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CONCLUSIONS OF LAW:

78. By not taking steps to complete the loan modification request on behalf of Juanita, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A), Rules of Professional Conduct.

79. By not refunding any portion of the \$3,295 in unearned fees received from Juanita, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2), Rules of Professional Conduct.

80. By not providing a written response to the allegations raised by Juanita in her complaint, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent, willful violation of Business and Professions Code section 6068(i).

Case No. 10-O-035954 (Complainant: Maria Ramirez)

81. On June 12, 2009, Maria Ramirez ("Maria") and her sister, Juanita Ramirez ("Juanita"), employed Respondent to provide loan modification services on a mortgage secured by real property owned by Maria. Juanita was the co-borrower on Maria's home loan. Between June 12, 2009 and August 4, 2009, Maria paid Respondent \$3,295.

82. Respondent did not provide the Ramirez's lender with any documents on their behalf, did not communicate with the lender, and did not take steps to complete the loan modification requested by the Ramirezes.

83. In December 2009 and January 2010, Juanita informed Maria that Juanita had called Respondent's telephone numbers for his offices in Fresno and Southern California and that the telephone numbers were disconnected.

84. Respondent and his staff ceased all communications with Maria and Juanita.

85. By disconnecting his telephone numbers without informing Maria or Juanita of his new number(s) and by ceasing all communications with Maria and Juanita, Respondent constructively withdrew from representation of the Ramirezes.

86. Respondent did not provide any legal services of value to the Ramirezes and did not earn any of the \$3,295 paid to him by Maria. Respondent did not refund any portion of the advanced fees to Maria.

87. In March 2010, Maria made a complaint to the State Bar about Respondent's conduct.

88. On March 17, 2011 and April 11, 2011, an investigator for the State Bar mailed letters to Respondent at his State Bar membership address and letters to Respondent at an alternate address requesting a response to allegations raised by Maria in her complaint. The letters were not returned in the mail as undeliverable or for any other reason. Respondent received the letters.

89. Respondent did not respond in writing to the State Bar's letters or otherwise cooperate in the investigation of Maria's complaint.

CONCLUSIONS OF LAW:

90. By not taking steps to complete the loan modification request on behalf of the Ramirezes, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A), Rules of Professional Conduct.

91. By not refunding any portion of the \$3,295 in unearned fees received from Maria, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of rule 3-700(D)(2), Rules of Professional Conduct.

92. By not providing a written response to the allegations raised by Maria in her complaint, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent in willful violation of Business and Professions Code section 6068(i).

Case No. 10-O-04711 (Complainant: Armando Rodriguez)

93. On August 20, 2009, Armando Rodriguez ("Rodriguez") employed Respondent to provide loan modification services on a mortgage secured by real property owned by Rodriguez. Between August 20, 2009 and November 12, 2009, Rodriguez made payments to Respondent totaling \$3,300.

94. Respondent took no action regarding Rodriguez's loan modification request until November 2009, when Respondent submitted documents to Rodriguez's lender in order to assist him in obtaining a loan modification. Thereafter, Respondent took no further steps to complete the loan modification requested by Rodriguez.

95. Of the \$3,300 paid by Rodriguez, \$140 was paid on November 12, 2009.

96. Respondent had not fully performed each and every service he had contracted to perform or represented that he would perform for Rodriguez prior to receiving the \$140 payment on November 12, 2009, for loan modification services on Rodriguez's property.

97. In November 2009, Rodriguez went to Respondent's office and the office was closed. One of Respondent's staff members then arrived at the office and told Rodriguez that the office would reopen the following week. When Rodriguez returned to Respondent's office the following week, a sign posted on the office door declared the office to be closed for business and provided a telephone number for Respondent's Southern California office.

98. From November 2009 through December 2009, Rodriguez called the phone number for Respondent's Southern California office and left several messages requesting a returned telephone call, but received no communications from Respondent or his staff. In late December 2009, the telephone number for the Southern California office was disconnected.

99. Respondent and his staff ceased all communications with Rodriguez.

100. By closing his office and by disconnecting his telephone number without informing Rodriguez of his new telephone number(s) or office location, Respondent constructively withdrew from representation of Rodriguez.

101. Respondent did not provide any legal services of value to Rodriguez and did not earn any of the \$3,300 paid to him. Respondent did not refund any portion of the advanced fees to Rodriguez.

102. In March 2010, Rodriguez made a complaint to the State Bar about Respondent's conduct.

103. On March 16, 2011 and April 11, 2011, an investigator for the State Bar mailed letters to Respondent at his State Bar membership address and letters to Respondent an alternate address requesting a response to allegations raised by Rodriguez in his complaint.

104. Respondent received the letters addressed to Respondent's alternate address. The letters mailed to Respondent's State Bar membership address were returned by the United States Postal Services "Attempted Not Known. Unable to Forward."

105. Respondent did not respond in writing to the State Bar's letters or otherwise cooperate in the investigation of Rodriguez's complaint.

CONCLUSIONS OF LAW:

106. By not taking steps to complete the loan modification request on behalf of Rodriguez, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in willful violation of rule 3-110(A), Rules of Professional Conduct.

107. By agreeing to perform loan modification services for Rodriguez and by receiving \$140 of the advanced fees prior to completing those services in violation of subsection (a)(1) of section 2944.7(a) of the Civil Code, Respondent willfully violated Business and Professions Code section 6106.3.

108. By not refunding any portion of the \$3,300 in unearned fees to Rodriguez, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2), Rules of Professional Conduct.

109. By not providing a written response to the allegations raised by Rodriguez in his complaint, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent, in willful violation of Business and Professions Code section 6068(i).

Case No. 10-O-05182 (Complainant: Joel Quintana Duque)

110. On September 10, 2009, Joel Quintana Duque ("Duque") employed Respondent to provide loan modification services on a mortgage secured by real property owned by Duque. Between September 10, 2009 and October 19, 2009, Duque made payments to Respondent totaling \$2,100 against Respondent's \$3,300 fee. Of the \$2,100 paid by Duque, \$600 was paid on October 19, 2009.

111. After September 10, 2009, Respondent took no steps to request or obtain a loan modification for Duque.

112. Respondent had not fully performed each and every service he had contracted to perform or represented that he would perform for Duque prior to receiving the \$600 payment on October 19, 2009, for loan modification services on Duque's property.

113. In October 2009, Duque went to Respondent's office and the office was closed for business. A sign posted on the office door directed clients to call a telephone number in Southern California. In October 2009, Duque called that telephone number and left a message, but did not receive a returned telephone call or any further communications from Respondent's office.

114. By closing his office and by disconnecting his telephone number without informing Duque of his new telephone number(s) or office location, Respondent constructively withdrew from representation of Duque.

115. Respondent and his staff ceased all communications with Duque.

116. By closing his office and by disconnecting his telephone number without informing Duque of his new telephone number(s) or office location, Respondent constructively withdrew from representation of Duque.

117. Respondent did not provide any legal services of value to Duque and did not earn any of the \$2,100 paid to him. Respondent did not refund any portion of the advanced fees to Duque.

118. In April 2010, Duque made a complaint to the State Bar about Respondent's conduct.

119. On September 17, 2010 and February 15, 2011, an investigator for the State Bar mailed letters to Respondent at his State Bar membership address requesting a response to allegations raised by Duque in his complaint. The letters were not returned in the mail as undeliverable or for any other reason. Respondent received the letters.

120. On February 15, 2011, an investigator for the State Bar mailed a letter to Respondent at an alternate address requesting a response to allegations raised by Duque in his complaint. The letter was not returned in the mail as undeliverable or for any other reason. Respondent received the letter.

121. Respondent did not respond in writing to the State Bar's letters or otherwise cooperate in the investigation of Duque's complaint.

CONCLUSIONS OF LAW:

122. By not taking steps to complete the loan modification request on behalf of Duque, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A), Rules of Professional Conduct.

123. By agreeing to perform loan modification services for Duque and by receiving \$600 of the advanced fees prior to completing those services in violation of subsection (a)(1) of section 2944.7(a) of the Civil Code, Respondent willfully violated Business and Professions Code section 6106.3.

124. By not refunding any portion of the \$2,100 in unearned fees to Duque, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of rule 3-700(D)(2), Rules of Professional Conduct.

125. By not providing a written response to the allegations raised by Duque in his complaint, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent, in willful violation of Business and Professions Code section 6068(i).

Case No. 10-O-06520 (Complainants: Porfirio and Maria Galvin)

126. On June 5, 2009, Porfirio and Maria Galvin ("the Galvins") employed Respondent to provide loan modification services on a mortgage secured by real property owned by them. From June 12, 2009 through September 22, 2009, the Galvins paid Respondent \$3,300.

127. In July 2009, Respondent submitted a loan modification request to the Galvins' lender and in August 2009, the Galvins were given a trial loan modification.

128. On December 3, 2009, the lender mailed a letter to the Galvins in care of Respondent at Respondent's State Bar membership records address in which the lender stated that although the trial modification had expired, it would be extended until December 31, 2009, to give the Galvins time to provide the lender with certain documents requested in the letter. Respondent did not obtain the necessary documents from the Galvins so that those documents could be provided to the lender.

129. On December 30, 2009, the lender mailed a letter to the Galvins in care of Respondent at Respondent's State Bar membership records address in which the lender advised the Galvins that it was unable to modify the Galvin's loan. Respondent failed to inform the Galvins of his receipt of the lender's December 30, 2009 letter, including the lender's decision not to modify their home loan.

130. In January 2010, after receiving no answer at Respondent's telephone numbers in his Stockton and Southern California offices, the Galvins called their lender and were informed that their file had been closed on December 29, 2009.

131. In February 2010, the Galvins contacted Respondent's office regarding the lender's closure of their file. Respondent's staff informed the Galvins that there was nothing more that they could do for them.

132. In February 2010, when the Galvins spoke with Respondent's staff, the Galvins requested a refund of the \$3,300 they had paid to Respondent.

133. Respondent did not complete the loan modification services for the Galvins and did not earn all of the fees paid by the Galvins.

134. Respondent did not account to the Galvins for the fees received from them to show what legal services were provided to the Galvins and what amount may have been earned.

135. Respondent did not provide legal services of value to the Galvins and did not earn all of the \$3,300 paid to him by the Galvins. Respondent did not refund any portion of the \$3,300 to the Galvins.

136. In March 2010, the Galvins made a complaint to the State Bar about Respondent's conduct.

137. On March 7, 2011 and on March 29, 2011 an investigator for the State Bar mailed letters to Respondent at his State Bar membership address and at an alternate address requesting a response to allegations raised by the Galvins in their complaint. The letters were not returned in the mail as undeliverable or for any other reason. Respondent received the letters.

138. Respondent did not respond in writing to the State Bar's letters or otherwise cooperate in the investigation of the Galvins' complaint.

CONCLUSIONS OF LAW:

139. By not taking steps to complete the loan modification on behalf of the Galvins or otherwise advise them of their legal options, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A), Rules of Professional Conduct.

140. By failing to inform the Galvins that their lender had requested additional documents to support their loan modification request and by failing to inform the Galvins that their lender had declined to provide them with a loan modification, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services, in willful violation of Business and Professions Code section 6068(m).

141. By not accounting to Galvins for the fees received from them, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in willful violation of rule 4-100(B)(3), Rules of Professional Conduct.

142. By not refunding any portion of the \$3,300 in unearned fees to the Galvins, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of rule 3-700(D)(2), Rules of Professional Conduct.

143. By not providing a written response to the allegations raised by the Galvins in their complaint, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent, in willful violation of Business and Professions Code section 6068(i).

Case No. 10-O-10805 (Complainant: Pedro Sanchez)

144. On March 9, 2009, Pedro Sanchez ("Sanchez") employed Respondent to provide loan modification services on a mortgage secured by real property owned by Sanchez. From March 9, 2009 through June 19, 2009, Sanchez paid Respondent \$3,300.

145. On March 11, 2009, Sanchez's lender received Sanchez's authorization for the lender to speak with Respondent's office about Sanchez's loan.

146. Thereafter, neither Respondent nor his staff took any action to obtain a modification of Sanchez's home mortgage.

147. Between March 2009 and January 2009, Sanchez repeatedly called Respondent's office and, on the occasions when Respondent's staff answered the telephone, the staff was unable to provide Sanchez with the status of his loan modification.

148. By January 2010, Respondent's Stockton office was closed for business and the telephone number was disconnected. Sanchez had no further communications from Respondent or his staff.

149. By closing his office and by disconnecting his telephone number without informing Sanchez of his new address and telephone number, Respondent constructively terminated his employment with Sanchez.

150. Respondent did not provide any services of value to Sanchez and did not earn any of the \$3,300 in advanced fees received from Sanchez. Respondent did not refund any portion of the unearned fees to Sanchez.

151. In October 2010, Sanchez made a complaint to the State Bar about Respondent's conduct.

152. On March 17, 2011 and on April 11, 2011 an investigator for the State Bar mailed letters to Respondent at his State Bar membership address and at an alternate address requesting a response to allegations raised by Sanchez in his complaint.

153. Respondent received the letters addressed to Respondent's alternate address and the March 17, 2011 letter mail to Respondent's State Bar membership address. The April 11, 2011 letter mailed to Respondent's State Bar membership address was returned by the United States Postal Services "Attempted Not Known. Unable to Forward."

154. Respondent did not respond in writing to the State Bar's letters or otherwise cooperate in the investigation of Sanchez's complaint.

CONCLUSIONS OF LAW:

155. By not taking any action to obtain a modification of Sanchez's home mortgage, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of rule 3-110(A), Rules of Professional Conduct.

156. By not providing Sanchez with the status of his loan modification, Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services, in willful violation of Business and Professions Code section 6068(m).

157. By not refunding any portion of the \$3,300 to Sanchez, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of rule 3-700(D)(2), Rules of Professional Conduct.

158. By not providing a written response to the allegations raised by Sanchez in his complaint, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent, in willful violation of Business and Professions Code section 6068(i).

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(7), was November 9, 2011.

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MITIGATING CIRCUMSTANCES:

Standard 1.2(e)(i): Respondent was admitted to the Bar on December 18, 1992, and has no prior record of discipline. The Supreme Court has applied mitigating credit in cases where misconduct has been serious. (See, e.g., *In the Matter of Stamper* (Review Dept. 1990) 1 Cal.State Bar Ct. Rptr. 96, fn. 13.).

Standard 1.2(e)(v): Candor and cooperation. Although Respondent did not participate in any of the ten investigations, Respondent has now accepted culpability in each of the 38 counts and has agreed, over the five-year period of his probation, to make restitution in the amount of \$50,015, which is the aggregate amount of the fees paid to him by the clients in the ten matters. "More extensive weight in mitigation is accorded those who, where appropriate, willingly admit their culpability as well as the facts." *In the Matter of Johnson* (2000) 4 Cal. State Bar Ct. Rptr. 179, 190, citing *Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 and *Pineda v. State Bar* (1989) 49 Cal.3d 753, 760.

AGGRAVATING CIRCUMSTANCES.

Standard 1.2(b)(ii): Multiple acts of misconduct. Respondent engaged in 38 acts of misconduct in ten client matters.

Standard 1.2(b)(iv): Significant harm to the public. Respondent's clients were distressed homeowners who were having difficulties meeting their financial obligations with their lenders. The clients, already in precarious financial situations, expended funds for legal services that were of no value. The clients were also deprived of the unearned fees that were not refunded to them.

AUTHORITIES SUPPORTING DISCIPLINE.

Standard 1.6(a): When two or more acts of misconduct are found in a single disciplinary proceeding and different sanctions are prescribed by the standards, the discipline imposed should be the most severe of the different applicable sanctions.

Standard 2.2(b): Culpability of a member of violating rule 4-100(B)(3), Rules of Professional Conduct, shall result in at least a three month actual suspension.

Standard 2.4(b): Culpability of a member of willfully failing to perform services in matters not evidencing a pattern of misconduct shall result in reproof or suspension.

Standard 2.6: Culpability of a member of a violation of sections 6068(m), 6068(i), and 6106.3(a) shall result in suspension or disbarment depending on the gravity of the offense or the harm, if any, to the victim.

Standard 2.10: Culpability of a member of a violation of any provision of the Business and Professions Code not specified in the Standards or of a willful violation of any Rules of Professional Conduct not specified in the Standards shall result in reproof or suspension according to the gravity of the offense or the harm to the victim.

On balance, the instant matter can be likened to *Lister v. State Bar* (1990) 51 Cal.3d 1117. Lister abandoned three clients. The abandonments were accompanied by a failure to return the client's file and cooperate with successor counsel in one matter; by incompetent tax advice in the second matter; and by failure to communicate and to return an unearned advance fee in the third. Only one of the clients was

harmful. Lister failed to cooperate with the State Bar's investigation and was found culpable of violating section 6068(i), but did participate fully in the State Bar proceedings after the filing of the notice to show cause. Lister had a prior private reproof, which the Supreme Court dismissed as minor in nature and remote in time. (*Id.*, at pp. 1128-1129.) Lister received nine months' actual suspension, three years stayed suspension, and three years probation.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of November 9, 2011, the prosecution costs in this matter are \$10,825. 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 cost of further proceedings.

RESTITUTION.

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

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In the Matter of: Arthur Steven Aldridge	Case Number(s): 09-O-14842, 09-O-17856, 10-O-03591 10-O-03592, 10-O-03594, 10-O-03595 10-O-04711, 10-O-05182, 10-O-06520 10-O-10805
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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
See Attachment to Financial Conditions		

- Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than 30 days prior to the termination of his five-year probation.

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.

In the Matter of: Arthur Steven Aldridge	Case Number(s): 09-O-14842; 09-O-17856; 10-O-03591; 10-O-03592; 10-O-03594; 10-O-03595; 10-O-04711; 10-O-05182; 10-O-06520; 10-O-10805
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ATTACHMENT TO FINANCIAL CONDITIONS.

Restitution

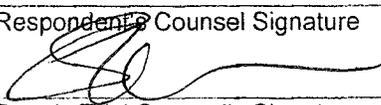
Payee	Principal Amount	Interest Accrues From
Claudia and Juan Estrada	\$2,700	July 21, 2009
Lorenzo and Elizabeth Jimenez	\$24,225	December 14, 2009
Adolfo Hernandez	\$3,300	May 4, 2009
David Alcocer	\$3,300	August 12, 2009
Juanita Ramirez	\$3,295	November 18, 2009
Maria and Juanita Ramirez	\$3,295	June 12, 2009
Armando Rodriguez	\$3,300	December 1, 2009
Joel Quintana Duque	\$2,100	September 10, 2009
Porfirio and Maria Galvin	\$3,300	December 30, 2009
Pedro Sanchez	\$3,300	March 11, 2009

(Do not write above this line.)

In the Matter of: Arthur Steven Aldridge	Case number(s): 09-O-14842, 09-O-17856, 10-O-03591 10-O-03592, 10-O-03594, 10-O-03595 10-O-04711, 10-O-05182, 10-O-06520 10-O-10805
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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.

<u>11-14-11</u> Date	 Respondent's Signature	<u>Arthur Steven Aldridge</u> Print Name
<u>11/17/11</u> Date	 Deputy Trial Counsel's Signature	<u>Lee Ann Kern</u> Print Name

(Do not write above this line.)

In the Matter of: Arthur Steven Aldridge	Case Number(s): 09-O-14842, et al.
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ACTUAL SUSPENSION ORDER

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

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

PAGE 4 - SECTION D.(1)(i) - REMOVE CHECK MARK FROM BOX

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

Date

12-01-11


RICHARD A. PLATEL
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 December 2, 2011, I deposited a true copy of the following document(s):

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

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

- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

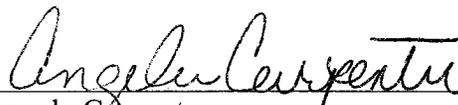
ARTHUR STEVEN ALDRIDGE
PO BOX 6893
THOUSAND OAKS CA 91359

ARTHUR STEVEN ALDRIDGE
32040 WALLINGTON COURT
WESTLAKE VILLAGE CA 91361

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

LEE ANN KERN, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on December 2, 2011.



Angela Carpenter
Case Administrator
State Bar Court