STATE BAR COURT OF CALIFORNIA

HEARING DEPARTMENT – LOS ANGELES

In the Matter of **JAMES MAZI PARSA,** **No. 153389,** A Member of the State Bar.	Case Nos.: **09-O-17017 (09-O-17019; 09-O-17020; 09-O-17021; 09-O-17022; 09-O-17023; 09-O-17030; 09-O-17130; 09-O-17134; 09-O-17136; 09-O-17141; 09-O-17146; 09-O-17202; 09-O-17274; 09-O-17615; 09-O-17774; 09-O-17776; 09-O-17841; 09-O-17844; 09-O-17849; 09-O-17915; 09-O-17926; 09-O-17929; 09-O-18024; 09-O-18032; 09-O-18036; 09-O-18122; 09-O-18123; 09-O-18127; 10-O-00261; 11-O-14104; 11-O-14105; 11-O-14106; 11-O-14108; 11-O-14109; 11-O-14111; 11-O-14112; 11-O-14113; 11-O-14114; 11-O-14115; 11-O-14116; 11-O-14117; 11-O-14122; 11-O-14250; 11-O-15275; 11-O-16832; 11-O-18498; 11-O-18833; 12-O-11880; 12-O-14066; 14-O-00302; 14-O-00445)** **DECISION; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT; AND ORDER FOR STATE BAR TO DISTRIBUTE SEIZED FUNDS**

Introduction[1]

This is a massive but uncomplicated contested disciplinary matter, involving 121 counts of professional misconduct in 52 client matters, mainly in loan modifications. Basically,

[1] Unless otherwise indicated, all references to rules refer to the State Bar Rules of Professional Conduct. Furthermore, all statutory references are to the Business and Professions Code, unless otherwise indicated.

respondent James Mazi Parsa had to shut down his law practice due to his criminal convictions for unlawful sexual intercourse with a minor. But, he failed to properly terminate his thriving law business. Consequently, he was charged with multiple counts of misconduct, including: (1) failing to return unearned fees ($120,464); (2) improperly withdrawing from employment; (3) failing to perform with competence; and (4) committing acts of moral turpitude.

This court finds, by clear and convincing evidence, that respondent is culpable of most of the charged allegations of misconduct involving 43 client matters. Respondent has harmed the public, damaged public confidence in the legal profession, and failed to maintain the high professional standards demanded of attorneys. Based on the serious nature and extent of culpability, as well as the significant aggravating circumstances, the court recommends, among other things, that respondent be disbarred from the practice of law and make restitution.

Significant Procedural History

The Office of the Chief Trial Counsel of the State Bar of California (State Bar) initiated this proceeding by filing a Notice of Disciplinary Charges (NDC) on October 29, 2014, and on November 14, 2014, the State Bar filed a First Amended NDC. On December 23, 2014, respondent filed a response to the First Amended NDC.

A nine-day trial was held on April 9-10, June 23-26, and July 14-16, 2015. Deputy Trial Counsel William Todd and Jamie J. Kim represented the State Bar. Attorney David A. Clare represented respondent. At the close of trial, the State Bar moved to dismiss eight client matters and 22 counts including counts 9, 10, 11-14, 21, 22, 39, 40, 49-51, 62, 63, 90-92, 114, 115, 120 and 121. The court granted the State Bar's motion and ordered that those eight matters be dismissed. On July 30, 2015, following post-trial briefs, the court took this matter under submission.

Findings of Fact and of Law

Respondent was admitted to the practice of law in California on June 14, 1991, and has been a member of the State Bar of California at all times since that date.

Background

On August 31, 2009, eight years after respondent's two misdemeanor convictions for unlawful sexual intercourse with a minor, the State Bar filed a Transmittal of Records of Conviction with the State Bar Court (case No. 09-C-12545). On September 17, 2009, respondent's crime was classified as moral turpitude per se and he was placed on interim suspension, effective October 16, 2009. (Bus. & Prof. Code, § 6102; Cal. Rules of Court, rule 9.10(a).) He also was ordered to comply with California Rules of Court, rule 9.20, subdivisions (a) and (c), within 30 and 40 days, respectively, of the effective date of his suspension.

Despite knowing that he would not be entitled to practice law in California starting October 16, 2009, respondent continued to accept new clients and receive payment of advanced legal fees in late September and early October. Under his retainer client fee agreement, the client would receive a refund of one-third of the attorney fees paid if respondent was unable to obtain loan modification proposal from the lender.

On October 1, 2009, respondent's then counsel filed a motion in the Review Department to vacate his interim suspension.

Respondent believed at the time there was a good chance that his motion to vacate would be granted. However, as the week progressed, respondent was told by his counsel that the likelihood of prevailing on the motion to vacate was slim or next to none. Therefore, as a result of the interim suspension order, on October 9, 2009, respondent stopped work on all 4,500 active files and laid off all but about 10 of his approximately 100 employees. On October 9, 2009, respondent closed his law office, the Parsa Law Group. Those offices have never reopened.

Between October 1 and October 9, 2009, respondent did not alert any of his clients that he was closing his office. Nor did he alert many of his contract attorneys of his intent to close his office. Obviously, respondent's abrupt closure of his office meant that in many instances respondent could not adequately negotiate loan modifications for his clients.

On October 16, 2009, respondent submitted his resignation with charges pending, which the State Bar did not oppose. The hearing judge abated the conviction matter, and the State Bar petitioned the Orange County Superior Court for jurisdiction over respondent's law practice, which the superior court granted on October 22, 2009. The superior court's order directed the State Bar to do the following: change respondent's phone numbers and mailing address; remove all files and records from respondent's firm, including electronic files; notify clients of respondent's suspension and the procedure for obtaining their files; freeze all bank accounts and appoint a receiver to take control of these accounts; open and examine all mail addressed to respondent's firm; and forward all client-related mail to the appropriate client. The State Bar did not appoint a receiver to take control of respondent's accounts. As a consequence, none of respondent's clients had received refunds, even though the State Bar has had control over $87,000 in respondent's advance fee loan modification account since October 2009.

In the meantime, respondent hired an attorney to assist him so that he might properly comply with his California Rules of Court, rule 9.20 obligations and transfer the management of his law practice to the State Bar in an orderly fashion. Pursuant to his attorney's directions, respondent instructed his office manager of five years, Alex Dastmalchi (Dastmalchi), to send every client a letter with the appropriate rule 9.20 notification language provided by his attorney. Each letter was signed using respondent's electronic signature and mailed to addresses retrieved from hard-copy and electronic client files. There were approximately 4,500 clients with active files.

Dastmalchi organized a team comprised of the firm's remaining employees to send the registered or certified letters. Respondent did not personally complete this work due to the large number of clients and because the State Bar had assumed jurisdiction over his practice. In fact, he stayed away from his office during this time because he received death threats from angry clients. However, he spoke with Dastmalchi several times a day by phone and communicated by email about the progress of the mailing. Despite these efforts, many of the clients which are the subject of this disciplinary notice did not receive the letters. Instead, they learned of respondent's closure of his office and suspension by word of mouth, viewing the State Bar website, or coming to his office and observing that it was closed.

1. Case No. 09-O-17017 - The Maciels Matter

Irene and Michael Maciel (Maciels) hired respondent's law firm on July 17, 2009, to prepare, submit and negotiate a loan modification application on the Maciels' behalf. The Maciels paid respondent's law firm $1,650 on July 17, 2009, and $1,650 on August 17, 2009 (a total of $3,300) to perform the agreed upon legal services. No loan modification was ever filed on their behalf. Irene requested a refund after she heard through a subcontracting attorney that respondent's office was closing. To date, the Maciels have not received a refund of $3,300.

Count 1 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Rule 3-700(A)(2) prohibits an attorney from withdrawing from employment until the attorney has taken reasonable steps to avoid reasonably foreseeable prejudice to the client's rights, including giving due notice to the client, allowing time for the employment of other counsel, and complying with rule 3-700(D) and other applicable rules and laws.

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Maciels, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any

action after October 9, 2009, on the Maciels' behalf and failing to inform the Maciels that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 2 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

Rule 3-700(D)(2) requires an attorney, upon termination of employment, to promptly refund any part of a fee paid in advance that has not been earned.

On August 17, 2009, respondent received a total of advanced fees of $3,300 from the Maciels for the purpose of preparing, submitting and negotiating a loan modification application with the Maciels' mortgage lender on the Maciels' behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Maciels' mortgage lender on the Maciels' behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $3,300 fee, in willful violation of rule 3-700(D)(2).

2. Case No. 09-O-17019 - The Espinoza Matter

Peter Espinoza (Espinoza) hired respondent's law firm on September 9, 2009, to prepare, submit and negotiate two loan modification applications on Espinoza's behalf. Espinoza paid respondent's law firm $3,945 on September 9, 2009, to perform the agreed upon legal services. Under the retainer fee agreement, the client would receive a refund of one-third of the attorney fees paid if respondent was unable to obtain loan modification proposal from the lender. When Espinoza hired respondent's law firm, he was not told how long the loan modification application process would take. He does not know if respondent ever filed a loan modification. However, he knows that the loan modification application was not completed. Furthermore, he received no notice that the law office was closing until after it was closed. After being told that the law office was closed, he looked on the website and got confirmation that the office was closed. Thereafter, he requested a refund. To date, he has not received a refund.

Yet, evidence was submitted at trial that indicated a loan modification application was filed. Thus, under the retainer fee agreement, Espinoza would be entitled to a refund of one-third of the fees paid, which is $1,315.

Count 3 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Espinoza, after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Espinoza's behalf and failing to inform Espinoza that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 4 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 9, 2009, respondent received advanced fees of $3,945 from Espinoza for the purpose of preparing, submitting and negotiating a loan modification application with Espinoza's mortgage lender on Espinoza's behalf. There is no clear and convincing evidence that respondent failed to prepare, submit and negotiate a loan modification application with Espinoza's mortgage lender on Espinoza's behalf and therefore earned none of the advanced fees paid. Since respondent did not complete his work, the client was entitled to receive a refund. Therefore, respondent failed to refund promptly $1,315 (one-third of the $3,945 fee), upon respondent's termination of employment on October 9, 2009, in willful violation of rule 3-700(D)(2).

3. Case No. 09-O-17020 - The Laymans Matter

Clients Marvel and Larry Layman (Laymans) hired respondent's law firm on July 18, 2009, to prepare, submit and negotiate two loan modification applications on the Laymans' behalf. The Laymans paid respondent's law firm $2,820 on August 4, 2009, and $825 on August 17, 2009 to perform the agreed upon legal services.

After the Laymans made their initial payment, Toakase Tuai from respondent's law firm worked with them to secure a loan modification. However, on September 11, 2009, the Laymans received an email where Tuai informed him that he no longer had access to their file. On October 2, 2009, the new person assigned to the Laymans' case was Eugen Haulica (Haulica). After Haulica was assigned to their case, the Laymans received no more communication from respondent's law firm. The Laymans were able to secure a modification on their own. They were told by the lender that respondent's law firm never contacted them about a loan modification. Further, the only communication they received about the shut-down of respondent's office was a letter sent by the State Bar on November 17, 2009.

Count 5 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Laymans, after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Laymans' behalf and failing to inform the Laymans that he was withdrawing from employment, in willful violation of rule 3-700(A)(2). (*In the Matter of Wolff* (Review Dept. 2006) 5 Cal. State Bar Ct. Rptr. 1, 12 [duty to take reasonable steps to avoid reasonably foreseeable prejudice applies whether or not prejudice actually occurs].)

Count 6 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On August 17, 2009, respondent received a total of advanced fees of $3,645 from the Laymans for the purpose of preparing, submitting and negotiating a loan modification application with the Laymans' mortgage lender on the Laymans' behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Laymans' mortgage lender on the Laymans' behalf and therefore earned none of the advanced fees paid. Respondent failed

to refund promptly, upon his termination of employment on October 9, 2009, any part of the $3,645 fee, in willful violation of rule 3-700(D)(2).

4. Case No. 09-O-17021 - The DeArmases Matter

Bridgette and Juan DeArmas (DeArmases) hired respondent's law firm on July 19, 2009, to prepare, submit and negotiate two loan modification applications on their behalf. The DeArmases, paid respondent's law firm $1,822.50 on July 22, 2009, and $1,822.50 on August 19, 2009. A loan modification application was filed by the Parsa Law Group but it is unclear what follow-up work was done after the application was filed. Two weeks before the loan modification was supposed to take place, the DeArmases were told by the lawyer on the case that respondent's office was closing. Thus, under the retainer fee agreement, the clients would be entitled to a refund of one-third of the fees paid, which is $1,215.

Count 7 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the DeArmases, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the DeArmases' behalf and failing to inform the DeArmases that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 8 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On August 19, 2009, respondent received a total of advanced fees of $3,645 from the DeArmases for the purpose of preparing, submitting and negotiating a loan modification application with the DeArmases' mortgage lender on the DeArmases' behalf. Although respondent filed a loan modification application with the DeArmases' mortgage lender on the DeArmases' behalf, he did not follow through with the process. Accordingly, the clients are entitled to a refund of one-third of the advanced fees paid. Respondent failed to refund promptly

$1,215 (one-third of $3,645), upon respondent's termination of employment on October 9, 2009, in willful violation of rule 3-700(D)(2).

5. Case No. 09-O-17022 - The Molinas Matter

The court granted the State Bar's motion to dismiss the Molinas matter (counts 9 and 10).

6. Case No. 09-O-17023 - The Kathleen Johnson Matter

The court granted the State Bar's motion to dismiss the Kathleen Johnson matter (counts 11-14).

7. Case No. 09-O-17030 - The McCarthy Matter

Scherrie McCarthy (McCarthy) hired respondent's law firm on August 10, 2009, to prepare, submit and negotiate two loan modification applications on McCarthy's behalf. McCarthy paid respondent's law firm a total of $3,945 to perform the agreed upon legal services. No loan modification was filed on McCarthy's behalf. Moreover, McCarthy credibly testified that she actually paid the firm $3,000 in cash on October 2, 2009, and the day after she gave the law firm $3,000 she was told the law office was closing its door.

Count 15 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to McCarthy after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on McCarthy's behalf and failing to inform McCarthy that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 16 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On October 2, 2009, respondent received a total of advanced fees of $3,945 from McCarthy for the purpose of preparing, submitting and negotiating a loan modification application with McCarthy's mortgage lender on McCarthy's behalf. Respondent failed to

prepare, submit and negotiate a loan modification application with McCarthy's mortgage lender on McCarthy's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $3,945 fee, in willful violation of rule 3-700(D)(2).

8. Case No. 09-O-17130 - The Sudick and Brown Matter

Ruth Sudick and James Brown (Sudick and Brown) hired respondent's law firm on July 15, 2009, to prepare, submit and negotiate a loan modification application on Sudick and Brown's behalf. Sudick and Brown paid respondent's law firm $1,000 on July 17, 2009, $1,500 on August 17, 2009, and $500 on September 10, 2009, to perform the agreed upon legal services.

The contract attorney assigned to Sudick and Brown was Michael Pena. After their last payment Brown was contacted in November 2009 by Pena and was told that the Parsa Law Group had closed and that he should try to get a loan modification through HUD. No loan modification application was filed by the Parsa Law Group on their behalf.

Count 17 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Sudick and Brown after he constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Sudick and Brown's behalf and failing to inform Sudick and Brown that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 18 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 10, 2009, respondent received a total of advanced fees of $3,000 from Sudick and Brown, for the purpose of preparing, submitting and negotiating a loan modification application with Sudick and Brown's mortgage lender on Sudick and Brown's behalf.

Respondent failed to prepare, submit and negotiate a loan modification application with Sudick and Brown's mortgage lender on Sudick and Brown's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly any part of the $3,000 fee upon respondent's termination of employment on October 9, 2009, in willful violation of rule 3-700(D)(2).

9. Case No. 09-O-17134 - The Iniguez Matter

Rafael Iniguez (Iniguez) hired respondent's law firm on July 22, 2009, to prepare, submit and negotiate a loan modification application on Iniguez's behalf. Iniguez paid respondent's law firm $1,500 on July 22, 2009, and $1,500 on August 21, 2009, to perform the agreed upon legal services.

A loan modification application was never filed by the Parsa Law Group on behalf of Iniguez. In fact, on October 9, 2009, Iniguez received an email from Becky Huynh, an attorney in the Parsa Law Group, informing him that she was no longer working on his case because her working relationship with the firm was terminated due to its failure to pay her.

Count 19 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Iniguez, after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Iniguez's behalf and failing to inform Iniguez that he was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 20 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On August 21, 2009, respondent received a total of advanced fees of $3,000 from Iniguez for the purpose of preparing, submitting and negotiating a loan modification application with Iniguez's mortgage lender on Iniguez's behalf. Respondent failed to prepare, submit and

negotiate a loan modification application with Iniguez's mortgage lender on Iniguez's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon his termination of employment on October 9, 2009, any part of the $3,000 fee, in willful violation of rule 3-700(D)(2).

10. Case No. 09-O-17136 - The Estradas Matter

Clients Francisco and Elizabeth Estrada (Estradas) hired respondent's law firm on April 8, 2009, to prepare and file a Chapter 13 bankruptcy petition on the Estradas' behalf. The Estradas paid respondent's law firm $1,000 on April 8, 2009, and $1,000 on April 30, 2009, to perform the agreed upon legal services. The agreed upon services were never performed.

Count 21 - (Rule 3-110(A) [Failure to Perform Legal Services with Competence])

The court granted the State Bar's motion to dismiss count 21.

Count 22 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

The court granted the State Bar's motion to dismiss count 22.

Count 23 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On April 30, 2009, respondent received a total of advanced fees of $2,000 from the Estradas for the purpose of preparing and filing a Chapter 13 bankruptcy petition on the Estradas' behalf. Respondent failed to prepare or file a Chapter 13 bankruptcy petition on the Estradas' behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $2,000 fee, in willful violation of rule 3-700(D)(2).

11. Case No. 09-O-17141 - The Sami and Ahmed Matter

Clients Farhat Sami and Abdul Ahmed (Sami and Ahmed) hired respondent's law firm on July 15, 2009, to prepare, submit and negotiate a loan modification application on their behalf. They paid respondent's law firm $2,500 on July 20, 2009 and $1,145 on August 17, 2009, to

perform the agreed upon legal services. There was never a loan modification filed on their behalf. Also, they were never told that the Parsa Law Group was closed. Further, they never received a refund for the services that were not rendered.

Count 24 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Sami and Ahmed, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Sami and Ahmed's behalf and failing to inform Sami and Ahmed that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 25 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On August 17, 2009, respondent received a total of advanced fees of $3,645 from Sami and Ahmed for the purpose of preparing, submitting and negotiating a loan modification application with Sami and Ahmed's mortgage lender on their behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Sami and Ahmed's mortgage lender on their behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon his termination of employment on October 9, 2009, any part of the $3,645 fee, in willful violation of rule 3-700(D)(2).

12. Case No. 09-O-17146 - The O'Rourkes Matter

Danielle and James O'Rourke (O'Rourkes) hired respondent's law firm on September 14, 2009, to prepare and file a Chapter 13 bankruptcy petition on the O'Rourkes' behalf. The O'Rourkes paid respondent's law firm $2,000 on September 14, 2009, and $324 on September 21, 2009, to perform the agreed upon legal services. The bankruptcy petition was never filed and they were never given a refund.

Count 26 - (Rule 3-110(A) [Failure to Perform Legal Services with Competence])

Rule 3-110(A) provides that an attorney must not intentionally, recklessly, or repeatedly fail to perform legal services with competence. On April 8, 2009, the O'Rourkes employed respondent to perform legal services, namely for the purpose of preparing and filing a Chapter 13 bankruptcy petition on the O'Rourkes' behalf. Respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful violation of rule 3-110(A), by failing to file a Chapter 13 bankruptcy petition on the O'Rourkes' behalf.

Count 27 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the O'Rourkes, after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the O'Rourkes' behalf and failing to inform the O'Rourkes that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 28 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 14, 2009, respondent received advanced fees of $2,324 from the O'Rourkes for the purpose of filing a Chapter 13 bankruptcy petition. Respondent failed to file a Chapter 13 bankruptcy petition on the O'Rourkes' behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $2,324 fee, in willful violation of rule 3-700(D)(2).

13. Case No. 09-O-17202 - The Gharibian Matter

Jacqueline Gharibian (Gharibian) hired respondent's law firm on August 5, 2009, to prepare, submit and negotiate a loan modification application on Gharibian's behalf. Gharibian paid respondent's law firm $1,650 in July 2009, and $1,650 on August 24, 2009, to perform the agreed upon legal services. While respondent stipulated that Gharibian paid his law firm $1,650, Gharibian credibly testified at trial that she actually paid respondent's law firm a total of $3,300. Gharibian also credibly testified that a loan modification application was never filed by respondent's law firm and that she did her own loan modification with assistance from her bank. She has never received a refund. Moreover, as respondent's law firm was closing she kept calling and was finally told on October 7, 2009, that the office was closing.

Count 29 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Gharibian, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Gharibian's behalf and failing to inform Gharibian that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 30 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

Respondent received a total of advanced fees of $3,300 from Gharibian for the purpose of preparing, submitting and negotiating a loan modification application with Gharibian's mortgage lender on Gharibian's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Gharibian's mortgage lender on Gharibian's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $3,300 fee, in willful violation of rule 3-700(D)(2).

14. Case No. 09-O-17274 - The Aghajanians Matter

Norik and Aspram Aghajanian (Aghajanians) hired respondent's law firm on August 5, 2009, to prepare, submit and negotiate a loan modification application on the Aghajanians' behalf. The Aghajanians paid respondent's law firm $1,650 on August 5, 2009, and $1,650 on September 5, 2009, to perform the agreed upon legal services. A loan modification application was never filed on their behalf. In fact when they called the law office in October to see what was happening with their loan modification, Nadine Lewis, the attorney assigned to their case, told them that she no longer had access to their file. They never received a refund.

Count 31 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Aghajanians, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Aghajanians' behalf and failing to inform the Aghajanians that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 32 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 5, 2009, respondent received a total of advanced fees of $3,300 from the Aghajanians for the purpose of preparing, submitting and negotiating a loan modification application with the Aghajanians' mortgage lender on the Aghajanians' behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Aghajanians' mortgage lender on the Aghajanians' behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $3,300 fee, in willful violation of rule 3-700(D)(2).

15. Case No. 09-O-17615 - The Paris Matter

After hearing about respondent through a radio ad, William Paris (Paris) hired respondent's law firm on August 28, 2009, to prepare, submit and negotiate a loan modification application on his behalf. Paris paid respondent's law firm $1,500 on September 2, 2009, and $1,500 on October 9, 2009, to perform the agreed upon legal services.

While a request for a loan modification was filed for Paris, there is no indication that anything other than a request was ever done. It is clear that Paris' lender never called him about a loan modification. Moreover, Paris was never notified that the office had closed nor did he receive a refund.

Count 33 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Paris, after respondent constructively terminated his employment October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Paris's behalf and failing to inform Paris that he was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 34 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On October 9, 2009, respondent received a total of advanced fees of $3,000 from Paris for the purpose of preparing, submitting and negotiating a loan modification application with Paris's mortgage lender on Paris's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Paris's mortgage lender on Paris's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $3,000 fee, in willful violation of rule 3-700(D)(2).

16. Case No. 09-O-17774 - The Councils Matter

After viewing respondent's ad on TV, Timothy and Melissa Council (Councils) hired respondent's law firm on September 7, 2009, to prepare, submit and negotiate a loan modification application on the Councils' behalf. The Councils paid respondent's law firm $2,150 on September 7, 2009, to perform the agreed upon legal services. Respondent's law firm did file a loan modification application on September 18, 2009. But respondent did not follow through with the process. Accordingly, the clients are entitled to a refund of one-third of the advanced fees paid. Respondent failed to refund promptly $717 (one-third of $2,150). The Councils did not receive a refund.

Count 35 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Although respondent had filed a loan modification application, his agreed upon legal services included negotiation on behalf of his clients. He failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Councils, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Councils' behalf and failing to inform the Councils that he was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 36 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 7, 2009, respondent received advanced fees of $2,150 from the Councils, for the purpose of preparing, submitting and negotiating a loan modification application with the Councils' mortgage lender on the Councils' behalf. Respondent filed an application but failed to negotiate a loan modification application with the Councils' mortgage lender on the Councils' behalf. Therefore, since respondent did not complete his work, the client was entitled to receive

a refund. Respondent failed to refund promptly $717 (one-third of $2,150), in willful violation of rule 3-700(D)(2).

17. Case No. 09-O-17776 - The Hart Matter

Diana Hart (Hart) hired respondent's law firm on August 7, 2009, to prepare, submit and negotiate a loan modification application on her behalf. Hart paid respondent's law firm $2,000 on August 16, 2009, and $650 on August 18, 2009, to perform the agreed upon legal services. Hart credibly testified that she did not receive a loan modification through the Parsa Law Group. She also credibly testified that neither she nor her lender received any documentation from respondent's law firm. She did not receive any refund.

Count 37 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Hart, after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Hart's behalf and failing to inform Hart that he was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 38 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

Respondent received a total of advanced fees of $2,650 from Hart for the purpose of preparing, submitting and negotiating a loan modification application with Hart's mortgage lender on Hart's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Hart's mortgage lender on Hart's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon his termination of employment on October 9, 2009, any part of the $2,650 fee, in willful violation of rule 3-700(D)(2).

18. Case No. 09-O-17841 - The Callahan Matter

The court granted the State Bar's motion to dismiss the Callahan matter (counts 39 and 40).

19. Case No. 09-O-17844 - The Sparkses Matter

After viewing respondent's ad on TV, Laura and Lance Sparks (Sparkses) hired respondent's law firm on September 15, 2009, to prepare, submit and negotiate two loan modification applications on the Sparkses' behalf. The Sparkses paid respondent's law firm $2,645 on September 15, 2009, to perform the agreed upon legal services. They were rejected by the bank for a loan modification on September 14, before they hired respondent's law firm. The Sparkses did not receive a loan modification from respondent's law firm. As of October 2009, they were unable to speak to anyone in respondent's law firm.

Count 41 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Sparkses, after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Sparkses' behalf and failing to inform the Sparkses that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 42 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 15, 2009, respondent received advanced fees of $2,645 from the Sparkses for the purpose of preparing, submitting and negotiating a loan modification application with the Sparkses' mortgage lender on their behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Sparkses' mortgage lender on the Sparkses' behalf and therefore earned none of the advance fees paid. Respondent failed to refund promptly, upon his

termination of employment on October 9, 2009, any part of the $2,645 fee, in willful violation rule 3-700(D)(2).

20. Case No. 09-O-17849 - The Yutani Matter

Amalia Yutani (Yutani) hired respondent's law firm on July 30, 2009, to prepare, submit and negotiate a loan modification application on Yutani's behalf. Yutani paid respondent's law firm $1,450 on August 12, 2009, $1,450 on September 8, 2009, and $1,450 on September 21, 2009, to perform the agreed upon legal services. Yutani credibly testified that a loan modification was never filed on her behalf and that she lost her home to foreclosure in 2010. She also testified that she only recently became aware that the State Bar had taken over respondent's practice.

Count 43 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Yutani after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Yutani's behalf and failing to inform Yutani that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 44 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 21, 2009, respondent received a total of advanced fees of $4,350 from Yutani for the purpose of preparing, submitting and negotiating a loan modification application with Yutani's mortgage lender on Yutani's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Yutani's mortgage lender on Yutani's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon his termination of employment on October 9, 2009, any part of the $4,350 fee, in willful violation of rule 3-700(D)(2).

21. Case No. 09-O-17915 - The Cisneroses Matter

Ofelia and Sergio Cisneros (Cisneroses) hired respondent's law firm on August 6, 2009, to prepare, submit and negotiate two loan modification applications on the Cisneroses' behalf. The Cisneroses paid respondent's law firm $1,500 on August 11, 2009, $995 on August 24, 2009, and $1,500 on September 14, 2009, to perform the agreed upon legal services.

Sergio Cisneros credibly testified that respondent's firm after being paid by the Cisneroses to file a loan modification request, did nothing. Rather, they were able to file and obtain a loan modification after they went to a bank at a convention center. Moreover, respondent never told them that his office was closing. The Cisneroses never received a refund.

Count 45 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Cisneroses, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Cisneroses' behalf and failing to inform the Cisneroses that he was withdrawing from employment, in willful violation of rule 3-700(A)(2). (*In the Matter of Wolff*, supra, 5 Cal. State Bar Ct. Rptr. 1, 12 [duty to take reasonable steps to avoid reasonably foreseeable prejudice applies whether or not prejudice actually occurs].)

Count 46 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 14, 2009, respondent received a total of advanced fees of $3,995 from the Cisneroses for the purpose of preparing, submitting and negotiating a loan modification application with the Cisneroses' mortgage lender on the Cisneroses' behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Cisneroses' mortgage lender on the Cisneroses' behalf and therefore earned none of the advanced fees paid.

Respondent failed to refund promptly, upon his termination of employment on October 9, 2009, any part of the $3,995 fee, in willful violation of rule 3-700(D)(2).

22. Case No. 09-O-17926 - The Stump Matter

After hearing an advertisement by respondent, Lorna Stump (Stump) hired respondent's law firm on September 8, 2009, to prepare, submit and negotiate two loan modification applications on Stump's behalf. Stump paid respondent's law firm $3,945 on September 18, 2009, to perform the agreed upon legal services. After Stump paid respondent's law firm she never heard from him. In fact, she travelled to his office the second week in October and was in total shock because his office was vacant. Thereafter, she worked with her bank and received a loan modification.

Count 47 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Stump, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Stump's behalf and failing to inform Stump that he was withdrawing from employment, in willful violation of rule 3-700(A)(2). (*In the Matter of Wolff*, supra, 5 Cal. State Bar Ct. Rptr. 1, 12 [duty to take reasonable steps to avoid reasonably foreseeable prejudice applies whether or not prejudice actually occurs].)

Count 48 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 18, 2009, respondent received advanced fees of $3,945 from Stump for the purpose of preparing, submitting and negotiating a loan modification application with Stump's mortgage lender on Stump's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Stump's mortgage lender on Stump's behalf and therefore earned none of the advanced fees paid. In fact, she did her own loan modification. Respondent failed to

refund promptly, upon his termination of employment on October 9, 2009, any part of the $3,945 fee, in willful violation of rule 3-700(D)(2).

23. Case No. 09-O-17929 - The Arguette Matter

The court granted the State Bar's motion to dismiss the Arguette matter (counts 49, 50, and 51).

24. Case No. 09-O-18024 - The Barrios Matter

Client Armando Barrios (Barrios) hired respondent's law firm on September 21, 2009, to prepare, submit and negotiate a loan modification application on his behalf. Barrios paid respondent's law firm $2,150 on September 21, 2009, to perform the agreed upon legal services. At the time, Barrios was expecting that the loan modification application would be acted upon within two weeks. In October 2009, Barrios began calling respondent's office and was getting no response. The lack of response led Barrios to go to respondent's office and found out that the office was closed. Barrios has not received a refund.[2]

Count 52 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Barrios after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009 on Barrios's behalf and failing to inform Barrios that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

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[2] After assuming control over respondent's law practice on October 22, 2009, the State Bar received Barrios's file. On February 24, 2010, the State Bar returned Barrios's file to Barrios by mail. The State Bar did not make a copy of this file before sending it to the client, does not currently possess a copy of the file, and therefore did not produce a file in discovery to respondent.

Count 53 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 21, 2009, respondent received advanced fees of $2,150 from Barrios for the purpose of preparing, submitting and negotiating a loan modification application with Barrios's mortgage lender on Barrios's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Barrios's mortgage lender on Barrios's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon his termination of employment on October 9, 2009, any part of the $2,150 fee, in willful violation of rule 3-700(D)(2).

25. Case No. 09-O-18024 - The Jorge Martinez Matter

After hearing respondent's ad on television, Jorge Martinez (Martinez) hired respondent's law firm in August 2009 to prepare, submit and negotiate a loan modification application on Martinez's behalf. Martinez paid respondent's law firm $2,950 on August 19, 2009, to perform the agreed upon legal services. After paying respondent's law firm, he never received any information from them. He then learned that respondent's law firm was under investigation. He paid a visit to respondent's law firm only to find out it was closed.

A request for loan modification was filed by the Parsa Law Group on September 17, 2009, but it is unclear what follow-up work was done after the request was filed. Under the retainer fee agreement, the client would receive a refund of one-third of the attorney fees paid if respondent was unable to obtain loan modification proposal from the lender. Thus, under the retainer fee agreement, Martinez would be entitled to a refund of one-third of the fees paid, which is about $983.

In 2010, Martinez paid a friend $3,000 to help him with a loan modification. He has not received a refund from respondent's law office.

Count 54 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Martinez, after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Martinez's behalf and failing to inform Martinez that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 55 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On August 19, 2009, respondent received advanced fees of $2,950 from Martinez for the purpose of preparing, submitting and negotiating a loan modification application with Martinez's mortgage lender on Martinez's behalf. Respondent failed to negotiate a loan modification application with Martinez's mortgage lender on Martinez's behalf. Accordingly, Martinez is entitled to a refund of one-third of the advanced fees paid. Respondent failed to refund promptly $983 (one-third of $2,950), upon respondent's termination of employment on October 9, 2009, in willful violation of rule 3-700(D)(2).

26. Case No. 09-O-18036 - The Freidls Matter

Deborah and Darren Freidl (Freidls) hired respondent's law firm on September 16, 2009, to prepare, submit and negotiate a loan modification application on their behalf after hearing three advertisements by respondent on the radio. The Freidls paid respondent's law firm $2,950 on September 29, 2009, to perform the agreed upon legal services. A loan modification application was never filed on their behalf. Deborah Freidl credibly testified that four weeks after they paid respondent $2,950 they received a phone call from someone telling them that the Parsa Law Group was no longer in business. On October 5, 2009, they requested a refund as the firm had done no legal work on their behalf. They have never received a refund.

Count 56 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Freidls after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Freidls' behalf and failing to inform the Freidls that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 57 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 29, 2009, respondent received advanced fees of $2,950 from the Freidls for the purpose of preparing, submitting and negotiating a loan modification application with the Freidls' mortgage lender on the Freidls' behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Freidls' mortgage lender on the Freidls' behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $2,950 fee, in willful violation of rule 3-700(D)(2).

27. Case No. 09-O-18122 - The Lammons Matter

Ann and John Lammon (Lammons) hired respondent's law firm to prepare, submit and negotiate two loan modification applications for two homes on the Lammons' behalf. The Lammons paid respondent's law firm $1,500 on July 27, 2009, $1,500 on September 1, 2009, and $2,650 on July 30, 2009, to perform the agreed upon legal services. Lammon credibly testified about withdrawals on his bank account to pay respondent. Respondent filed one loan modification application and the Lammons received an offer. But they rejected the offer. Respondent did not do any work for the second home. Thus, he is entitled to the fee of $1,500, but not the remaining fee of $4,150 ($5,650 - $1,500).

Count 58 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Although respondent completed a loan modification for one home, he failed to file an application for the second home. Thus, respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Lammons, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Lammons' behalf and failing to inform the Lammons that he was withdrawing from employment, in willful violation of rule 3 700(A)(2).

Count 59 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 14, 2009, respondent received advanced fees of a total of $5,650 from the Lammons for the purpose of preparing, submitting and negotiating a loan modification application with the Lammons' mortgage lender on the Lammons' behalf. Respondent completed work on one home. But he failed to prepare, submit and negotiate a loan modification application with the Lammons' mortgage lender on the Lammons' behalf on the second home. He did not earn the full $5,650. The court finds that because he is entitled to $1,500, respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, $4,150 of the $5,650 fee, in willful violation of rule 3-700(D)(2).

28. Case No. 09-O-18123 - The Sorias Matter

Julie and Jose Soria (Sorias) hired respondent's law firm on July 11, 2009, to prepare, submit and negotiate a loan modification application on the Sorias' behalf. The Sorias paid respondent's law firm $1,650 on July 11, 2009, $1,650 on August 11, 2009, and $995 on September 11, 2009, to perform the agreed upon legal services. Because the Parsa Law Group suddenly closed down, the loan modification was not done. The clients never received a refund of their advanced fees.

Count 60 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Sorias after he constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Sorias' behalf and failing to inform the Sorias that he was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 61 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 14, 2009, respondent received a total of advanced fees of $4,295 from the Sorias, for the purpose of preparing, submitting and negotiating a loan modification application with the Sorias' mortgage lender on the Sorias' behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Sorias' mortgage lender on the Sorias' behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $4,295 fee, in willful violation of rule 3-700(D)(2).

29. Case No. 09-O-18127 - The Solomon Matter

The court granted the State Bar's motion to dismiss the Solomon matter (counts 62 and 63).

30. Case No. 10-O-00261 - The Gastelums Matter

Hector and Ruby Gastelum (Gastelums) hired respondent's law firm on July 20, 2009, to prepare, submit and negotiate a loan modification application and to prepare and file a Chapter 7 bankruptcy petition on the Gastelums' behalf. The Gastelums paid respondent's law firm $4,650 on July 20, 2009 to perform the agreed upon legal services. A bankruptcy petition and loan modification were filed. However, it appears that the bankruptcy petition was filed by another attorney.

Count 64 - (Rule 3-110(A) [Failure to Perform Legal Services with Competence])

The State Bar alleged that repondent failed to perform any legal services on the Gastelums' behalf. But there is no clear and convincing evidence to support the allegation. It appears that respondent terminated their services before anything could be done. Therefore, respondent did not violate rule 3-110(A).

Count 65 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Similarly, there is not clear and convincing evidence that respondent withdrew from employment in willful violation of rule 3-700(A).

Count 66 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

Again, there is not clear and convincing evidence that respondent did not earn the $4,650 advanced fees paid. Thus, respondent did not willfully violate rule 3-700(D)(2).

31. Case No. 11-O-14104 - The Boyer Matter

Glen Boyer (Boyer) hired respondent's law firm on September 23, 2009, to prepare, submit and negotiate two loan modification applications on Boyer's behalf. Boyer paid respondent's law firm $1,000 on September 23, 2009, and $3,120 on October 6, 2009, to perform the agreed upon legal services. Respondent failed to prepare a loan modification application or perform any services relating to the loan modification application. After Boyer's check cleared on October 8, 2009, he was then told that the office was closed. He never received a refund of the $4,120 paid.

Count 67 - (Rule 3-110(A) [Failure to Perform Legal Services with Competence])

There is clear and convincing evidence that respondent failed to prepare, submit, or negotiate Boyer's loan modification application or perform any services on behalf of Boyer. Thus, respondent failed to perform services with competence in willful violation of rule 3-110(A).

Count 68 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Boyer, after he constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Boyer's behalf, in willful violation of rule 3-700(A)(2).

Count 69 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

Respondent failed to prepare, submit and negotiate a loan modification application with Boyer's mortgage lender on Boyer's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $4,120 fee, in willful violation of rule 3-700(D)(2).

Count 70 - (§ 6106 [Moral Turpitude])

Section 6106 provides, in part, that the commission of any act involving dishonesty, moral turpitude, or corruption constitutes cause for suspension or disbarment.

On September 23, 2009, respondent knew that he would be placed on interim suspension by the State Bar of California effective October 16, 2009, and therefore could not prepare, submit and negotiate a loan modification application prior to his suspension commencing. Yet respondent still accepted Boyer as a loan modification client and on October 6, allowed his employees to accept legal fees from Boyer and advise Boyer that respondent's firm would prepare, submit and negotiate a loan modification application on Boyer's behalf. Boyer's check was then cleared on October 8, the day before the office was closed.

Respondent knew or was grossly negligent in not knowing that he could not fully perform the legal services and that the statements were false and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of section 6106.

32. Case No. 11-O-14105 – The DeRouen Matter

Rufus DeRouen (DeRouen) hired respondent's law firm on August 29, 2009, to prepare, submit and negotiate a loan modification application on DeRouen's behalf. DeRouen paid respondent's law firm $1,500 on August 29, 2009, and $1,500 on September 29, 2009, to perform the agreed upon legal services. Respondent did not prepare any loan modification application on DeRouen's behalf. In fact, no one told DeRouen that the office was closed. He went down to the office and found that it was closed. He never received any refund.

Count 71 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to DeRouen, after he constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on DeRouen's behalf and failing to inform DeRouen that he was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 72 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On August 29, and September 29, 2009, respondent received advanced fees totaling $3,000 from DeRouen for the purpose of preparing, submitting and negotiating a loan modification application with DeRouen's mortgage lender on DeRouen's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with DeRouen's mortgage lender on DeRouen's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $3,000 fee, in willful violation of rule 3-700(D)(2).

33. Case No. 11-O-14106 - The Colmeneros Matter

Richard and Annette Colmenero (Colmeneros) hired respondent's law firm on September 24, 2009, to prepare, submit and negotiate a loan modification application on the Colmeneros'

behalf. The Colmeneros paid respondent's law firm $2,650 on September 28, 2009, to perform the agreed upon legal services. After the Parsa Law Group cashed their check,[3] the Colmeneros never heard from them again. Annette called the Better Business Bureau after hearing no response and was told that the office had shut down.

Respondent failed to prepare a loan modification application; failed to submit a loan modification application to the Colmeneros' mortgage lender; failed to negotiate the Colmeneros' loan modification application with the Colmeneros' mortgage lender; and failed to perform any legal services on the Colmeneros' behalf.

Count 73 - (Rule 3-110(A) [Failure to Perform Legal Services with Competence])

On September 24, 2009, the Colmeneros employed respondent to perform legal services, namely for the purpose of preparing, submitting and negotiating a loan modification application with the Colmeneros' mortgage lender on the Colmeneros' behalf, which respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful violation of rule 3-110(A).

Count 74 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Colmeneros, after he constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009 on the Colmeneros' behalf and failing to inform the Colmeneros that he was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 75 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

Respondent received advanced fees of $2,650 from the Colmeneros for the purpose of preparing, submitting and negotiating a loan modification application with the Colmeneros'

[3] The September 28, 2009 check was negotiated on October 25, 2009.

mortgage lender on the Colmeneros' behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Colmeneros' mortgage lender on the Colmeneros' behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $2,650 fee, in willful violation of rule 3-700(D)(2).

Count 76 - (§ 6106 [Moral Turpitude])

On September 24, 2009, at a time when respondent knew that he would be placed on interim suspension effective October 16, 2009, respondent accepted the Colmeneros as loan modification clients and allowed his employees to accept legal fees from the Colmeneros and advise the Colmeneros that respondent's firm would prepare, submit and negotiate a loan modification application on the Colmeneros behalf. Respondent knew or was grossly negligent in not knowing that he could not fully perform the legal services and that the statements were false and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of section 6106.

34. Case No. 11-O-14108 – The Escamillas Matter

Lisa and Jose Escamilla (Escamillas) heard about the Parsa Law Group on a sports radio station. They hired respondent's law firm on September 30, 2009, and paid respondent $1,100 for the purpose of preparing, submitting and negotiating a loan modification application with the Escamillas' mortgage lender on the Escamillas' behalf. Jose was told by Joe Stollings at respondent's office to stop making mortgage payments even though he was not in default at the time. No loan modification application was filed on their behalf. No one told them that the office was shut down and they had received no refund.

Count 77 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Escamillas after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Escamillas' behalf and failing to inform the Escamillas that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 78 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 30, 2009, respondent received advanced fees of $1,100 from the Escamillas for the purpose of preparing, submitting and negotiating a loan modification application with the Escamillas' mortgage lender on the Escamillas' behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Escamillas' mortgage lender on the Escamillas' behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $1,100 fee, in willful violation of rule 3-700(D)(2).

Count 79 - (§ 6106 [Moral Turpitude])

On September 30, 2009, at a time when respondent knew that he would be placed on interim suspension effective October 16, 2009, and therefore could not prepare, submit and negotiate a loan modification application prior to his suspension commencing, respondent still accepted the Escamillas as loan modification clients and respondent allowed his employees to accept legal fees from the Escamillas and advise them that his firm would prepare, submit and negotiate a loan modification application on their behalf. Respondent knew or was grossly negligent in not knowing that he could not fully perform the legal services and that the statements were false and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of section 6106.

35. Case No. 11-O-14109 – The DeDios Matter

Jesus DeDios (DeDios) hired respondent's law firm on September 24, 2009, to prepare, submit and negotiate a loan modification application on DeDios' behalf. DeDios paid respondent's law firm $2,650 on September 28, 2009, to perform the agreed upon legal services.[4] Respondent did not prepare the loan modification application or refund the fees to DeDios.

Count 80 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to DeDios, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on DeDios's behalf and failing to inform DeDios that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 81 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 28, 2009, respondent received advanced fees of $2,650 from DeDios for the purpose of preparing, submitting and negotiating a loan modification application with DeDios's mortgage lender on DeDios's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with DeDios's mortgage lender on DeDios's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $2,650 fee, in willful violation of rule 3-700(D)(2),

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[4] After assuming control over respondent's law practice on October 22, 2009, the State Bar received DeDios's file. On February 18, 2010, the State Bar returned DeDios's file to DeDios by mail. The State Bar did not make a copy of this file before sending it to DeDios, does not currently possess a copy of the file, and therefore did not produce a copy of the file in discovery to respondent.

Count 82 - (§ 6106 [Moral Turpitude])

On September 24, 2009, at a time when respondent knew that he would be placed on interim suspension, by the State Bar of California effective October 16, 2009, and therefore could not prepare, submit and negotiate a loan modification application prior to his suspension commencing, respondent accepted DeDios as a loan modification client and respondent allowed his employees to accept legal fees from DeDios and advise DeDios that respondent's firm would prepare, submit and negotiate a loan modification application on DeDios behalf. Respondent knew or was grossly negligent in not knowing that he could not fully perform the legal services and that the statements were false and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of section 6106.

36. Case No. 11-O-14111 – The Norkola-Brookins Matter

Aila Maria Norkola-Brookins (Norkola-Brookins) hired respondent's law firm on October 1, 2009, to prepare, submit and negotiate a loan modification application on Norkola-Brookins' behalf. Norkola-Brookins paid respondent's law firm $1,500 on October 1, 2009, to perform the agreed upon legal services. When Norkola-Brookins paid respondent's law firm on October 1, she was given no indication that the office was closing. Respondent's office did not file a loan modification on her behalf.

Count 83 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Norkola-Brookins after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to either take any action after October 9, 2009, on Norkola-Brookins's behalf and failing to inform her that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 84 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On October 1, 2009, respondent received advanced fees of $1,500 from Norkola-Brookins, for the purpose of preparing submitting and negotiating a loan modification application with Norkola-Brookins's mortgage lender on her behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Norkola-Brookins's mortgage lender on her behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $1,500 fee, in willful violation of rule 3-700(D)(2).

Count 85 - (§ 6106 [Moral Turpitude])

On October 1, 2009, respondent knew that he would be placed on interim suspension. Yet, he accepted Norkola-Brookins as a loan modification client and allowed his employees to accept legal fees from Norkola-Brookins and advised her that respondent's firm would prepare, submit and negotiate a loan modification application on her behalf. Respondent knew or was grossly negligent in not knowing that he that could not fully perform the legal services and that the statements were false and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of section 6106.

37. Case No. 11-O-14112 – The Nunns Matter

Andrea and Jeryl Nunn (Nunns) hired respondent's law firm on August 28, 2009, to prepare, submit and negotiate a loan modification application on the Nunns' behalf. The Nunns paid respondent's law firm $1,650 on September 11, 2009, and $1,650 on September 17, 2009, to perform the agreed upon legal services. Respondent's law firm did not file any loan modification application on the Nunns' behalf or refund the unearned fees.

Count 86 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Nunns after he constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Nunns' behalf and failing to inform the Nunns that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 87 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

Respondent received advanced fees of $3,300 from the Nunns for the purpose of preparing, submitting and negotiating a loan modification application with the Nunns' mortgage lender on the Nunns' behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Nunns' mortgage lender on their behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $3,300 fee, in willful violation of rule 3-700(D)(2).

38. Case No. 11-O-14113- The Harris Matter

Denise Harris (Harris) hired respondent's law firm on September 9, 2009, to prepare, submit and negotiate a loan modification application on her behalf. Harris paid respondent's law firm $2,650 on September 23, 2009, to perform the agreed upon legal services. Respondent's law firm never completed a loan modification application on her behalf. She never received a refund.

Count 88 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Harris, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any

action after October 9, 2009, on Harris's behalf and failing to inform Harris that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 89 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 23, 2009, respondent received advanced fees of $2,650 from Harris for the purpose of preparing, submitting and negotiating a loan modification application with Harris's mortgage lender on Harris's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Harris's lender and therefore, earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $2,650 fee, in willful violation of rule 3-700(D)(2).

39. Case No. 11-O-14114 - The Duncan Matter

The court granted the State Bar's motion to dismiss the Duncan matter (counts 90, 91 and 92).

40. Case No. 11-O-14115 - The Stieglitz Matter

Gavin Stieglitz (Stieglitz) hired respondent's law firm on September 24, 2009, to prepare, submit and negotiate a loan modification application on Stieglitz's behalf. Stieglitz paid respondent's law firm $1,750 on September 24, 2009, to perform the agreed upon legal services. No loan modification application was ever filed on his behalf. However, he was informed that the office was closing and was told to cancel the check. Unfortunately, Stieglitz could not cancel the check because it had already been cashed. He did not receive a refund.

Count 93 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Because Stieglitz was told that the office was closing, there is no clear and convincing evidence that respondent willfully violated rule 3-700(A)(2).

Count 94 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 24, 2009, respondent received advanced fees of $1,750 from Stieglitz for the purpose of preparing, submitting and negotiating a loan modification application with Stieglitz's mortgage lender on Stieglitz's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Stieglitz's mortgage lender on Stieglitz's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon his termination of employment on October 9, 2009, any part of the $1,750 fee, in willful violation of rule 3-700(D)(2).

Count 95 - (§ 6106 [Moral Turpitude])

On September 24, 2009, respondent knew that he would be placed on interim suspension. But he accepted Steiglitz as a loan modification client and allowed his employees to accept legal fees from Steiglitz and advised Steiglitz that respondent's firm would prepare, submit and negotiate a loan modification application on Steiglitz's behalf. Respondent knew or was grossly negligent in not knowing he could not fully perform the legal services and that the statements were false and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of section 6106.

41. Case No. 11-O-14116 - The Gleasons Matter

John and Lynn Gleason (Gleasons) hired respondent's law firm on September 25, 2009, to prepare, submit and negotiate a loan modification application on the Gleasons' behalf. They paid respondent $2,950 on September 25, 2009. Respondent did not file a loan modification application on their behalf. Lynn learned of the closing of respondent's office through her own efforts. Later for an additional $2,500, the Gleasons obtained a loan modification with help by another law firm.

Count 96 - (Rule 3-110(A) [Failure to Perform Legal Services with Competence])

On September 25, 2009, the Gleasons employed respondent to perform legal services, namely for the purpose of preparing, submitting and negotiating a loan modification application with the Gleasons' mortgage lender on the Gleasons' behalf, which respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful violation of rule 3-110(A).

Count 97 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Gleasons, after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Gleasons' behalf and failing to inform the Gleasons' that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 98 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 25, 2009, respondent received advanced fees of $2,950 from the Gleasons for the purpose of preparing, submitting and negotiating a loan modification application with Gleason's mortgage lender on Gleason's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Gleason's mortgage lender on Gleason's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $2,950 fee, in willful violation of rule 3-700(D)(2).

Count 99 - (§ 6106 [Moral Turpitude])

On September 25, 2009, respondent knew that he would be placed on interim suspension. Respondent accepted the Gleasons as loan modification clients and respondent allowed his employees to accept legal fees from the Gleasons and advised the Gleasons that respondent's

firm would prepare, submit and negotiate a loan modification application on their behalf. Respondent knew or was grossly negligent in not knowing that he could not fully perform the legal services and that the statements were false and thereby committed an act involving moral turpitude, dishonesty or corruption in willful violation of section 6106.

42. Case No. 11-O-14117 - The Liu Matter

Xiao Liu (Liu) hired respondent's law firm on September 17, 2009, to prepare, submit and negotiate a loan modification application on Liu's behalf. Liu paid respondent's law firm $2,650 on September 22, 2009, to perform the agreed upon legal services. No loan modification application was ever filed on Liu's behalf. After October 4, 2009, she never received any information or phone calls from respondent's office. She found out from a co-worker who had been on the internet that the respondent's office was closed.

Count 100 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Liu, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Liu's behalf and failing to inform Liu that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 101 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 22, 2009, respondent received advanced fees of $2,650 from Liu for the purpose of preparing, submitting and negotiating a loan modification application with Liu's mortgage lender on Liu's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Liu's mortgage lender on Liu's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of

employment on October 9, 2009, any part of the $2,650 fee, in willful violation of rule 3-700(D)(2).

43. Case No. 11-O-14122 - The Ziskas Matter

James and Debbie Ziska (Ziskas) hired respondent's law firm on September 21, 2009, to prepare, submit and negotiate two loan modification applications on the Ziskas' behalf. The Ziskas paid respondent's law firm $3,645 on October 1, 2009, to perform the agreed upon legal services. Respondent did not file a loan modification on behalf of the Ziskas nor did they receive a refund.

Count 102 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Ziskas, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Ziskas' behalf and failing to inform the Ziskas that he was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 103 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On October 1, 2009, respondent received advanced fees of $3,645 from the Ziskas, for the purpose of preparing, submitting and negotiating a loan modification application with the Ziskas' mortgage lender on the Ziskas' behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Ziskas' mortgage lender on the Ziskas' behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $3,645 fee, in willful violation of rule 3-700(D)(2).

44. Case No. 11-O-14250 - The Doherty Matter

Adewale Doherty (Doherty) hired respondent's law firm on July 24, 2009, to prepare, submit and negotiate a loan modification application on Doherty's behalf. Doherty paid respondent's law firm $1,350 on August 12, 2009, and $1,650 on September 1, 2009, to perform the agreed upon legal services. There is absolutely no evidence that respondent's law firm ever filed a loan modification application on Doherty's behalf. Doherty secured a loan modification by work with another law office. Doherty never received a refund.

Count 104 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Doherty, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Doherty's behalf and failing to inform Doherty that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2). (*In the Matter of Wolff, supra,* 5 Cal. State Bar Ct. Rptr. 1, 12 [duty to take reasonable steps to avoid reasonably foreseeable prejudice applies whether or not prejudice actually occurs].)

Count 105 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 1, 2009, respondent received a total of advanced fees of $3,000 from Doherty for the purpose of preparing, submitting and negotiating a loan modification application with Doherty's mortgage lender on Doherty's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Doherty's mortgage lender on Doherty's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon his termination of employment on October 9, 2009, any part of the $3,000 fee, in willful violation of rule 3-700(D)(2).

45. Case No. 11-O-15275 - The Tyndall-Funk Matter

Geri Tyndall-Funk (Tyndall-Funk) hired respondent's law firm on August 5, 2009, to prepare, submit and negotiate a loan modification application on Tyndall-Funk's behalf. She paid respondent's law firm $1,760 on August 5, 2009, and $1,500 on September 3, 2009, to perform the agreed upon legal services. Respondent did not file a loan modification on Tyndall-Funk's behalf. She never received notification that the respondent's law firm had closed. Nor has she received a refund.

Count 106 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Tyndall-Funk after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Tyndall-Funk's behalf and failing to inform Tyndall-Funk that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 107 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

Respondent received advanced fees of $3,260 from Tyndall-Funk, for the purpose of preparing, submitting and negotiating a loan modification application with Tyndall-Funk's mortgage lender on Tyndall-Funk's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Tyndall-Funk's mortgage lender on Tyndall-Funk's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $3,260 fee, in willful violation of rule 3-700(D)(2).

46. Case No. 11-O-16832 - The Buckman Matter

Brian Buckman (Buckman) hired respondent's law firm on August 25, 2009, to prepare, submit and negotiate a loan modification application on Buckman's behalf. Buckman paid respondent's law firm $2,950 on September 9, 2009, to perform the agreed upon legal services. Respondent did not complete the loan modification application on Buckman's behalf. He was never given any notice that respondent's office was closed nor was he given a refund. Ultimately he received a loan modification with the help of NACA.[5]

Count 108 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Buckman, after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Buckman's behalf and failing to inform Buckman that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2). (*In the Matter of Wolff, supra,* 5 Cal. State Bar Ct. Rptr. 1, 12 [duty to take reasonable steps to avoid reasonably foreseeable prejudice applies whether or not prejudice actually occurs].)

Count 109 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 9, 2009, respondent received advanced fees of $2,950 from Buckman for the purpose of preparing, submitting and negotiating a loan modification application with Buckman's mortgage lender on Buckman's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Buckman's mortgage lender on Buckman's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $2,950 fee, in willful violation of rule 3-700(D)(2).

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[5] NACA is a nonprofit organization that helps with loan modifications.

47. Case No. 11-O-18498 - The Andrew Johnson Matter

Andrew Johnson (Johnson) hired respondent's law firm on September 8, 2009, to prepare, submit and negotiate a loan modification application on Johnson's behalf. Johnson paid respondent's law firm $1,325 on September 8, 2009, to perform agreed upon legal services. Respondent did not file a loan modification on Johnson's behalf. All respondent did was file a change of address with the lender. Johnson was never advised that respondent's office had closed down nor has Johnson received a refund.

Count 110 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Johnson, after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Johnson's behalf and failing to inform Johnson that respondent was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 111 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 8, 2009, respondent received advanced fees of $1,325 from Johnson, for the purpose of preparing, submitting and negotiating a loan modification application with Johnson's mortgage lender on Johnson's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Johnson's mortgage lender on Johnson's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon his termination of employment on October 9, 2009, any part of the $1,325 fee, in willful violation of rule 3-700(D)(2).

48. Case No. 11-O-18833 - The Quinayases Matter

Leticia and Robert Quinayas (Quinayases) hired respondent's law firm on August 3, 2009, to prepare, submit and negotiate a loan modification application on the Quinayases' behalf.

The Quinayases paid respondent's law firm $1,325 on August 6, 2009, and $1,325 on August 17, 2009, to perform the agreed upon legal services. Respondent's law firm did not file a loan modification application on behalf of the Quinayases nor have they received a refund.

Count 112 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Quinayases, after respondent constructively terminated respondent's employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Quinayases' behalf and failing to inform the Quinayases that he was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 113 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

Respondent received advanced fees of $2,650 from the Quinayases for the purpose of preparing, submitting and negotiating a loan modification application with their mortgage lender on the Quinayases' behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Quinayases' mortgage lender on their behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $2,650 fee, in willful violation of rule 3-700(D)(2).

49. Case No. 12-O-11880 - The Mendoza and Lopez Matter

The court granted the State Bar's motion to dismiss the Mendoza and Lopez matter (counts 114 and 115).

50. Case No. 12-O-14066 - The Ortizes Matter

Robert and Sandra Ortiz (Ortizes) hired respondent's law firm on August 25, 2009, to prepare, submit and negotiate a loan modification application on the Ortizes' behalf. The Ortizes paid respondent's law firm $1,500 on August 25, 2009, $995 on September 1, 2009, and $1,500

on October 6, 2009, to perform the agreed upon legal services. The respondent's law firm did not file a loan modification on the Ortizes' behalf. Nor did the Ortizes receive any notification that respondent's law office had closed. Robert Ortiz found out the office was closed by looking on the internet.

Count 116 - (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to the Ortizes, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on the Ortizes' behalf and failing to inform Ortizes that he was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 117 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

By October 6, 2009, respondent received advanced fees of $3,995 from the Ortizes, for the purpose of preparing, submitting and negotiating a loan modification application with mortgage lender on the Ortizes' behalf. Respondent failed to prepare, submit and negotiate a loan modification application with the Ortizes' mortgage lender on the Ortizes' behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon respondent's termination of employment on October 9, 2009, any part of the $3,995 fee, in willful violation of rule 3-700(D)(2).

51. Case No. 14-O-00302 - The Wong Matter

Robert Wong (Wong) hired respondent's law firm on August 27, 2009, to prepare, submit and negotiate a loan modification application on Wong's behalf. Wong paid respondent's law firm $1,500 on September 9, 2009, to perform the agreed upon legal services. Respondent's law firm did not file a loan modification application on Wong's behalf nor has respondent's law firm issued Wong a refund.

Count 118- (Rule 3-700(A)(2) [Improper Withdrawal from Employment])

Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Wong, after respondent constructively terminated his employment on October 9, 2009, by closing his law office, and thereafter failing to take any action after October 9, 2009, on Wong's behalf and failing to inform Wong that he was withdrawing from employment, in willful violation of rule 3-700(A)(2).

Count 119 - (Rule 3-700(D)(2) [Failure to Return Unearned Fees])

On September 9, 2009, respondent received advanced fees of $1,500 from Wong for the purpose of preparing, submitting and negotiating a loan modification application with Wong's mortgage lender on Wong's behalf. Respondent failed to prepare, submit and negotiate a loan modification application with Wong's mortgage lender on Wong's behalf and therefore earned none of the advanced fees paid. Respondent failed to refund promptly, upon his termination of employment on October 9, 2009, any part of the $1,500 fee, in willful violation of rule 3-700(D)(2).

52. Case No. 14-O-00445 - The Jose Martinez Matter

The court granted the State Bar's motion to dismiss the Jose Martinez matter (counts 120 and 121).

Aggravation[6]

Prior Record of Discipline (Std. 1.5(a).)

Respondent has one prior record of discipline.

On June 18, 2014, the Supreme Court ordered that respondent be suspended from the practice of law for two years, stayed, and placed on probation for two years, and actually

[6] All references to standards (Std.) are to the Rules of Procedure of the State Bar, title IV, Standards for Attorney Sanctions for Professional Misconduct.

suspended for two years and until he has shown proof satisfactory to the State Bar Court of his 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. Credit was given for the period of his interim suspension which commenced on October 16, 2009. He was disciplined for his two misdemeanor violations of Penal Code section 261.5 (unlawful sexual intercourse with a minor) which occurred in 2000. (California Supreme Court case No. S213931; State Bar Court case No. 09-C-12545.)

Multiple Acts of Wrongdoing (Std. 1.5(b).)

Respondent's multiple acts of misconduct in 43 client matters are an aggravating factor, including (1) improperly withdrawing from employment; (2) failing to perform services competently; (3) failing to refund unearned fees ($120,464); and (4) committing acts of moral turpitude. Because his misconduct affected 43 clients, substantial weight is given to the fact that his misconduct involved multiple acts of wrongdoing.

Harm to Client/Public/Administration of Justice (Std. 1.5(j).)

Respondent's failure to return unearned fees and improper withdrawal from employment clearly harmed his clients, especially the homeowners who were facing financial difficulties, which is assigned significant weight in aggravation.

Failure to Make Restitution (Std. 1.5(m).)

When the State Bar assumed jurisdiction over respondent's law practice, it also took control of his bank accounts with a balance of at least $87,000. The State Bar did not disburse any refunds to respondent's clients. Thus, respondent's failure to return unearned fees of a total of $120,464 to 43 clients, an aggravating factor, is somewhat mitigated by the State Bar's failure to refund the clients.

High Level of Vulnerability of the Victim (Std. 1.5(n).)

Respondent's clients were particularly vulnerable due to their financial difficulties; many of whom were facing foreclosures and bankruptcy. Yet, he took their money knowing that he was going to be on interim suspension within days of accepting their fees. The vulnerable clients were desperate to keep their homes and respondent took advantage of their misfortune. (*Beery v. State Bar* (1987) 43 Cal.3d 802, 813 [parties in a fiduciary or confidential relationship do not deal on equal terms because trusted person is in superior position to exert unique influence over dependent party].) Facing foreclosure, these distressed homeowners fell prey to respondent and were further victimized by paying thousands of dollars in fees when they could have been paying that money toward their mortgages. Respondent simply shut down his office without warning his clients or returning their fees. Because many of his staff members had no notice that respondent was going to be on interim suspension, they conducted business as usual, accepting new clients and legal fees.

Mitigation

Candor/Cooperation to Victims/State Bar (Std. 1.6(e).)

On October 21, 2009, respondent tendered his resignation with charges pending. But the Supreme Court declined to accept his voluntary resignation on February 22, 2012. When the State Bar Court placed him on interim suspension, respondent did not oppose the State Bar's taking over his practice. He cooperated with the State Bar in assuming jurisdiction over his law practice, albeit he did not properly notify his clients or refund their fees. Thus, his attempt to resign and his non-opposition to the State Bar's assumption of his practice are somewhat mitigating factors. Also, his stipulation of facts filed April 9, 2015, is evidence in mitigation.

Discussion

The purpose of State Bar disciplinary proceedings is not to punish the attorney but to protect the public, the courts, and the legal profession; to maintain the highest possible professional standards for attorneys; and to preserve public confidence in the legal profession. (Std. 1.1; *Chadwick v. State Bar* (1989) 49 Cal.3d 103, 111.)

In determining the appropriate level of discipline, the court looks first to the standards for guidance. (*Drociak v. State Bar* (1991) 52 Cal.3d 1095, 1090; *In the Matter of Koehler* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 615, 628.) The Supreme Court gives the standards "great weight" and will reject a recommendation consistent with the standards only where the court entertains "grave doubts" as to its propriety. (*In re Silverton* (2005) 36 Cal.4th 81, 91-92; *In re Naney* (1990) 51 Cal.3d 186, 190.) Although the standards are not mandatory, they may be deviated from when there is a compelling, well-defined reason to do so. (*Bates v. State Bar* (1990) 51 Cal.3d 1056, 1061, fn. 2; *Aronin v. State Bar* (1990) 52 Cal.3d 276, 291.)

Standard 1.7(a) provides that, when a member commits two or more acts of misconduct and the standards specify different sanctions for each act, the most severe sanction must be imposed.

However, standard 1.7(b) provides that if aggravating circumstances are found, they should be considered alone and in balance with any mitigating circumstances, and if the net effect demonstrates that a greater sanction is needed to fulfill the primary purposes of discipline, it is appropriate to impose or recommend a greater sanction than what is otherwise specified in a given standard. On balance, a greater sanction is appropriate in cases where there is serious harm to the client, the public, the legal system, or the profession and where the record demonstrates that the member is unwilling or unable to conform to ethical responsibilities in the future.

Standard 1.8(a) provides that, when an attorney has one prior record of discipline, "the sanction must be greater than the previously imposed sanction unless the prior discipline was so remote in time and the previous misconduct was not serious enough that imposing greater discipline would be manifestly unjust." Here, respondent was actually suspended for two years for his criminal convictions in his prior record.

In this case, the standards provide a broad range of sanctions ranging from suspension to disbarment, depending upon the gravity of the offenses and the harm to the victim. Standards 2.7, and 2.11 apply in this matter.

Standard 2.7 provides that actual suspension is the presumed sanction for performance, communication, or withdrawal violations in multiple client matters, not demonstrating habitual disregard of client interests.

Standard 2.11 provides that disbarment or actual suspension is the presumed sanction for an act of moral turpitude, dishonesty, fraud, corruption or concealment of a material fact, depending on the magnitude of the misconduct and the extent to which the misconduct harmed or misled the victim and related to the member's practice of law.

The State Bar urges that respondent be disbarred from the practice of law, arguing that disbarment is the only level of discipline sufficient to ensure protection of the public, courts and legal profession; to maintain high professional standards by attorneys; and to preserve public confidence in the legal profession, citing several cases in support of its recommendation, including *In re Billings* (1990) 50 Cal.3d 358; *Stanley v. State Bar* (1990) 50 Cal.3d 555; and *Cooper v. State Bar* (1987) 43 Cal.3d 1016. These attorneys were disbarred for abandoning multiple clients and committing other acts of misconduct. For example, in *In re Billings* (1990) 50 Cal.3d 358, the Supreme Court held that habitual disregard by an attorney of the interests of

his clients combined with failure to communicate with them constitute acts of moral turpitude justifying disbarment.

Respondent argues that his disciplinary matter should be dismissed because he is not culpable of any misconduct. He contends, among other things, that when the State Bar took over his law practice, he thought the State Bar was going to handle his cases on his behalf, such as notifying his clients of his closure and refunding the client fees, since they froze his bank accounts. Therefore, based on that belief, he argues that he relied on the State Bar to perform its duties for the benefit of his clients. And even if he was found culpable, he urges that the discipline should not include any period of actual suspension.

The court finds this and other arguments without merit. Respondent's belief and reliance that the State Bar would not only take over his practice but also assume his professional obligations are irrelevant to his culpability of misconduct. He grossly misrepresented to his clients that he would modify their loans when he knew at the time that he was going to be suspended within less than a month. He had a nondelegable duty to notify his clients of his closure and take proper steps to avoid reasonably foreseeable prejudice. Instead, he abruptly closed his doors and abandoned his clients. His reliance on the State Bar to return the client funds may have been reasonable, but his failure to refund the fees did not obviate his culpability of rule 3-700(D)(2). More significantly, the clients were gravely harmed.

In this matter, there are no compelling mitigating circumstances, other than his cooperation with the State Bar during the beginning of his interim suspension in 2009. However, the mitigation is offset by his repeated and multiple violations of his professional obligations to the detriment of his clients. Respondent has failed to return unearned fees of $120,464 to 43 clients; failed to perform services competently; improperly withdrew from employment; and made misrepresentations to at least seven clients. However, the court notes that his culpability

under rule 3-110(A) is duplicative of the conduct surrounding his improper withdrawal, and therefore, the court assigns no additional weight to the recommended discipline.

Nevertheless, respondent had flagrantly breached his fiduciary duties. It is clear that strong steps must be taken to protect the public from future professional misconduct on his part.

"In a society where the use of a lawyer is often essential to vindicate rights and redress injury, clients are compelled to entrust their claims, money, and property to the custody and control of lawyers. In exchange for their privileged positions, lawyers are rightly expected to exercise extraordinary care and fidelity in dealing with money and property belonging to their clients. [Citation.] Thus, taking a client's money is not only a violation of the moral and legal standards applicable to all individuals in society, it is one of the most serious breaches of professional trust that a lawyer can commit." (*Howard v. State Bar* (1990) 51 Cal.3d 215, 221.)

Here, as a result of his abrupt office closure, respondent abandoned 43 clients; did not notify them that he intended to withdraw and would not be pursuing their loan modification applications; and failed to return their unearned fees of more than $120,000. His misconduct caused his clients substantial harm and undermined public confidence in the legal profession. Moreover, his misconduct involved seven gross negligent acts of misrepresentation, in that he accepted new clients and their fees on the eve of his interim suspension. He did no work on their cases.

Accordingly, a discipline less than disbarment simply is not warranted by the standards or the decisional law. (See, e. g., *Cannon v. State Bar* (1990) 51 Cal.3d 1103, 1115 [disbarment for misconduct in five matters, not involving a pattern, but where attorney without prior record committed multiple acts of serious wrongdoing many of which involved moral turpitude, including failure to perform competently, communicate with clients, and return unearned fees]; *Farnham v. State Bar* (1988) 47 Cal.3d 429 [disbarment for seven instances of abandonment];

Slaten v. State Bar (1988) 46 Cal.3d 48 [disbarment for failure to perform for seven clients, commingling funds, advising client to violate law, and prior discipline record]; *McMorris v. State Bar, supra,* 35 Cal.3d 77 [disbarment for habitual failure to perform in seven matters involving five clients, and prior misconduct].)

Therefore, having considered the egregious nature and extent of the misconduct, the aggravating circumstances, as well as the case law and the standards, this court concludes that it is both appropriate and necessary to recommend that respondent be disbarred from the practice of law for the protection of the public, the profession, and the courts, maintenance of high professional standards, and preservation of public confidence in the legal profession. Accordingly, the court so recommends.

Under the superior court's October 2009 order, the State Bar was ordered to freeze respondent's bank accounts and appoint a receiver to take control of these accounts. The State Bar seized about $87,000 from respondent's accounts but did not appoint a receiver to disburse those funds. As a result, 43 clients are still owed a total of $120,464 of unearned fees plus interests. While this court recommends that respondent make restitution to those clients, it is also ordered, in the interest of justice, that the State Bar must distribute the seized funds to the victims, which would offset the amount that respondent is required to pay.

Furthermore, under the circumstances, and in furtherance of the policy that disbarred attorneys should receive "credit" against the reinstatement period for any related interim ban on practice, this court concludes that respondent may obtain such credit for the period of his enrollment in inactive status. Thus, the five-year limit on filing of an application for reinstatement should be measured from October 16, 2009, the effective date of respondent's enrollment in inactive status. (Rules Proc. of State Bar, rule 5.442; *In re Lamb* (1989) 49 Cal.3d 239, 249.)

Recommendations

It is recommended that respondent **James Mazi Parsa**, State Bar Number 153389, be disbarred from the practice of law in California and respondent's name be stricken from the roll of attorneys.

Restitution

The court also recommends that respondent be ordered to make restitution[7] to the following payees:

(1) Irene and Michael Maciel in the amount of $3,300 plus 10 percent interest per year from October 9, 2009;

(2) Peter Espinoza in the amount of $1,315 plus 10 percent interest per year from October 9, 2009;

(3) Marvel and Larry Layman in the amount of $3,645 plus 10 percent interest per year from October 9, 2009;

(4) Bridgette and Juan DeArmas in the amount of $1,215 plus 10 percent interest per year from October 9, 2009;

(5) Scherrie McCarthy in the amount of $3,945 plus 10 percent interest per year from October 9, 2009;

(6) Ruth Sudick and James Brown in the amount of $3,000 plus 10 percent interest per year from October 9, 2009;

(7) Rafael Iniguez in the amount of $3,000 plus 10 percent interest per year from October 9, 2009;

[7] According to the State Bar, it had seized about $87,000 from respondent's advance fee loan modification account in October 2009.

(8) Francisco and Elizabeth Estrada in the amount of $2,000 plus 10 percent interest per year from October 9, 2009;

(9) Farhat Sami and Abdul Ahmed in the amount of $3,645 plus 10 percent interest per year from October 9, 2009;

(10) Danielle and James O'Rourke in the amount of $2,324 plus 10 percent interest per year from October 9, 2009;

(11) Jacqueline Gharibian in the amount of $3,300 plus 10 percent interest per year from October 9, 2009;

(12) Norik and Aspram Aghajanian in the amount of $3,300 plus 10 percent interest per year from October 9, 2009;

(13) William Paris in the amount of $3,000 plus 10 percent interest per year from October 9, 2009;

(14) Timothy and Melissa Council in the amount of $717 plus 10 percent interest per year from October 9, 2009;

(15) Diana Hart in the amount of $2,650 plus 10 percent interest per year from October 9, 2009;

(16) Laura and Lance Sparks in the amount of $2,645 plus 10 percent interest per year from October 9, 2009;

(17) Amalia Yutani in the amount of $4,350 plus 10 percent interest per year from October 9, 2009

(18) Ofelia and Sergio Cisneros in the amount of $3,995 plus 10 percent interest per year from October 9, 2009;

(19) Lorna Stump in the amount of $3,945 plus 10 percent interest per year from October 9, 2009;

(20) Armando Barrios in the amount of $2,150 plus 10 percent interest per year from October 9, 2009;

(21) Jorge Martinez in the amount of $983 plus 10 percent interest per year from October 9, 2009;

(22) Deborah and Darren Freidl in the amount of $2,950 plus 10 percent interest per year from October 9, 2009;

(23) Ann and John Lammon in the amount of $4,150 plus 10 percent interest per year from October 9, 2009;

(24) Julie and Jose Soria in the amount of $4,295 plus 10 percent interest per year from October 9, 2009;

(25) Glen Boyer in the amount of $4,120 plus 10 percent interest per year from October 9, 2009;

(26) Rufus DeRouen in the amount of $3,000 plus 10 percent interest per year from October 9, 2009;

(27) Richard and Annette Colmenero in the amount of $2,650 plus 10 percent interest per year from October 9, 2009;

(28) Lisa and Jose Escamilla in the amount of $1,100 plus 10 percent interest per year from October 9, 2009;

(29) Jesus DeDios in the amount of $2,650 plus 10 percent interest per year from October 9, 2009;

(30) Aila Maria Norkola-Brookins in the amount of $1,500 plus 10 percent interest per year from October 9, 2009;

(31) Andrea and Jeryl Nunn in the amount of $3,300 plus 10 percent interest per year from October 9, 2009;

(32) Denise Harris in the amount of $2,650 plus 10 percent interest per year from October 9, 2009;

(33) Gavin Stieglitz in the amount of $1,750 plus 10 percent interest per year from October 9, 2009;

(34) John and Lynn Gleason in the amount of $2,950 plus 10 percent interest per year from October 9, 2009;

(35) Xiao Liu in the amount of $2,650 plus 10 percent interest per year from October 9, 2009;

(36) James and Debbie Ziska in the amount of $3,645 plus 10 percent interest per year from October 9, 2009;

(37) Adewale Doherty in the amount of $3,000 plus 10 percent interest per year from October 9, 2009;

(38) Geri Tyndall-Funk in the amount of $3,260 plus 10 percent interest per year from October 9, 2009;

(39) Brian Buckman in the amount of $2,950 plus 10 percent interest per year from October 9, 2009;

(40) Andrew Johnson in the amount of $1,325 plus 10 percent interest per year from October 9, 2009;

(41) Leticia and Robert Quinayas in the amount of $2,650 plus 10 percent interest per year from October 9, 2009;

(42) Robert and Sandra Ortiz in the amount of $3,995 plus 10 percent interest per year from October 9, 2009; and

(43) Robert Wong in the amount of $1,500 plus 10 percent interest per year from October 9, 2009.

Any restitution owed to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivisions (c) and (d).

California Rules of Court, Rule 9.20

It is further recommended that respondent be ordered to comply with the requirements of rule 9.20 of the California Rules of Court, and to perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 days, respectively, after the effective date of the Supreme Court order in this proceeding.[8]

Costs

It is recommended that costs be awarded to the State Bar in accordance with Business and Professions Code section 6086.10, and are enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment.

Order of Involuntary Inactive Enrollment

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

Order for State Bar to Distribute Seized Funds

Within 30 days after the effective date of discipline, the State Bar of California is ordered to distribute the funds that were seized from respondent's bank accounts, in the amount of about

[8] Respondent is required to comply with California Rules of Court, rule 9.20, even though he had no clients or counsel to notify. (*Powers v. State Bar* (1988) 44 Cal.3d 337, 341.)

$87,000, to the 43 named payees listed in this decision. Satisfactory proof of such disbursements must be provided to the Office of Probation and to this court.

IT IS SO ORDERED.

Dated: October 19, 2015

PAT McELROY
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 San Francisco, on October 19, 2015, I deposited a true copy of the following document(s):

DECISION: ORDER OF INVOLUNTARY INACTIVE ENROLLMENT; AND ORDER FOR STATE BAR TO DISTRIBUTE SEIZED FUNDS

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 San Francisco, California, addressed as follows:

DAVID ALAN CLARE
DAVID A CLARE, ATTORNEY AT LAW
444 W OCEAN BLVD STE 800
LONG BEACH, CA 90802

☐ by certified mail, No. , with return receipt requested, through the United States Postal Service at , California, addressed as follows:

☐ by overnight mail at , California, addressed as follows:

☐ By personal service by leaving the documents in a sealed envelope or package clearly labeled to identify the attorney being served with a receptionist or a person having charge of the attorney's office, addressed as follows:

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

William S. Todd, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on October 19, 2015.

George Hue
Case Administrator
State Bar Court