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State Bar Court of California			
Hearing Department Los Angeles DISBARMENT			
Counsel For The State Bar Kevin B. Taylor Supervising Trial Counsel 1149 S. Hill St. Los Angeles, CA 90015	Case Number(s): Investigation Nos. 10-O-08663 10-O-08875 11-O-12470		
Bar # 151715 In Pro Per Respondent Thomas Craig Nelson 1005 Rosecrans St., Ste. 201 San Diego, CA 92106	FILED OCT 3 1 2011 STATE BAR COURT CLERK'S OFFICE LOS ANGELES		
Bar # 82506 In the Matter of: Thomas Craig Nelson	Submitted to: Settlement Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT		
Bar # 82506 A Member of the State Bar of California (Respondent)	DISBARMENT		

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

# A. Parties' Acknowledgments:

(Do not write above this line.)

- (1) Respondent is a member of the State Bar of California, admitted November 29, 1978.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of (14) pages, not including the order.
- (4) A statement of acts or omissions acknowledged by respondent as cause or causes for discipline is included under "Facts."



(Effective January 1, 2011)

(Do not write above this line.)

- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law."
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):



Costs to be awarded to the State Bar.

Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs". Costs are entirely waived.

- (9) ORDER OF INACTIVE ENROLLMENT: The parties are aware that if this stipulation is approved, the judge will issue an order of inactive enrollment under Business and Professions Code section 6007, subdivision (c)(4), and Rules of Procedure of the State Bar, rule 5.111(D)(1).
- B. Aggravating Circumstances [for definition, see Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.
- (1)  $\cdot$   $\boxtimes$  Prior record of discipline
  - (a) State Bar Court case # of prior case 99-O-12794
  - (b) Date prior discipline effective February 2, 2002
  - (c) Rules of Professional Conduct/ State Bar Act violations: RPC 4-100A and B&P 6106
  - (d) Degree of prior discipline 18 months actual suspension
  - (e) If respondent has two or more incidents of prior discipline, use space provided below:
    - (a) State Bar Court case number 08-O-13689
    - (b) currently pending with the Supreme Court
    - (c) RPC 3-110(A) and 3-700(D)(2); B&P 6068(a), 6068(i) and 6106
    - (d) two years actual suspension
- (2) Dishonesty: Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) Trust Violation: Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) A Harm: Respondent's misconduct harmed significantly a client, the public or the administration of justice. Respondent collected significant fees from his clients without providing the legal services he agreed to perform. As a result, the clients unecessarily lost the use of their funds, which have not

been returned. Additionally, Respondent harmed the administration of justice by filing multiple chapter 13 bankruptcy petitions in the federal court which he had no intention of completing. Respondent filed the petitions for the sole purpose of delaying foreclosure proceedings.

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

Additional aggravating circumstances:

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

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

#### (Do not write above this line.)

- (11) Good Character: Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) Rehabilitation: Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.

(13) **No mitigating circumstances** are involved.

#### Additional mitigating circumstances:

Respondent was exceedingly cooperative with the State Bar in resolving this matter without the State Bar having to file a notice of disciplinary charges. Additionally, Respondent has acknowledged that his misconduct harmed his clients and has entered into this stipulation as a demonstration of his recognition of wrongdoing.

# D. Discipline: Disbarment.

## E. Additional Requirements:

- (1) **Rule 9.20, California Rules of Court**: Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (2) Restitution: Respondent must make restitution to Theodore and Grephy Barnett in the amount of \$ \$20,000 plus 10 percent interest per year from July 1, 2010. If the Client Security Fund has reimbursed Theodore or Grephy Barnett for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than N/A days from the effective date of the Supreme Court order in this case.
- (3) 🛛 **Other:** Additional Restitution

Respondent must also make restitution to Eusebio and Victoria Garcia in the amount of \$25,500 plus 10 percent interest per year from May 1, 2010. If the Client Security Fund has reimbursed Eusebio or Victoria Garcia for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

Respondent must also make restitution to Robert and Pamela Phillips in the amount of \$20,700 plus 10 percent interest per year from January 1, 2010. If the Client Security Fund has reimbursed Robert or Pamela Phillips for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

#### ATTACHMENT TO

#### **STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION**

IN THE MATTER OF: Thomas Craig Nelson, State Bar No. 82506

INVESTIGATION NUMBERS: 10-O-08663, 10-O-08875 & 11-O-12470

### FACTS AND CONCLUSIONS OF LAW

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

### **INVESTIGATION 10-O-08663**

Facts

- On July 6, 2009, Theodore and Grephy Barnett employed Respondent to pursue a modification of their home loan and litigation against their lender if the modification request was denied. The retainer agreement signed by Respondent and the Barnetts on that date stated that Respondent would attempt to negotiate a loan modification for the Barnetts and, if not successful, he would initiate litigation against the Barnetts' mortgage lender. The retainer agreement also stated that Respondent would provide the Barnetts a written report discussing any claims the Barnetts had against their lender.
- Pursuant to the retainer agreement, the Barnetts were to pay Respondent \$21,600. That sum was to be paid with an initial payment of \$4,000 and 11 subsequent monthly payments of \$1,600 each. The Barnett's paid the initial \$4,000 to Respondent on July 7, 2009. Thereafter, the Barnetts paid Respondent an additional \$16,000, at the rate of \$1,600 per month, beginning in July 2009 and ending in April 2010.
- 3. The Barnetts paid Respondent a total of \$20,000.
- 4. On September 1, 2009, Respondent submitted an initial loan modification application to the Barnetts' lender. On September 3, 2009, Respondent provided the lender additional documents in support of the application. Respondent did not further pursue the loan modification and did nothing more to secure a loan modification for the Barnetts. The loan modification request was not approved by the Barnetts' lender.

- 5. Respondent never provided the Barnetts a written report discussing whether they had any claims against their lender.
- 6. Respondent never completed a draft complaint on behalf of the Barnetts against their lender and never pursued litigation against their lender.
- 7. In early February 2010, as the Barnetts' lender was completing the foreclosure process and about to sell the Barnetts' home, the Barnetts authorized Respondent to file and complete a chapter 13 bankruptcy proceeding on their behalf. The Barnetts instructed Respondent to complete the bankruptcy proceeding. The Barnetts did <u>not</u> want a chapter 13 petition filed simply to delay the foreclosure process.
- On February 4, 2010, Respondent filed a chapter 13 bankruptcy petition on behalf of Grephy Barnett. However, Respondent did nothing more on that matter. Respondent did not file a bankruptcy plan, did not submit the required schedules in support of the petition nor did he perform any other legal services for the Barnetts in the proceeding. Therefore, Grephy Barnett's petition was dismissed by the Court on February 22, 2010.
- 9. On May 12, 2010, the Barnetts received a three day notice to quit. Later that month, the Barnetts were sued by their lender and employed new counsel to represent them.
- 10. On June 17, 2010, the Barnetts wrote to Respondent. In that letter they terminated Respondent's services and demanded an accounting of the fees they had paid and the return of their file. Respondent provided the Barnetts' file to their new counsel, but never provided the Barnetts an accounting of the \$20,000 they paid.
- 11. The loan modification application submitted by Respondent was not approved by the Barnetts' lender because Respondent took no action to obtain or finalize the modification after he submitted the initial paperwork. Therefore, the initial application was of no value to the Barnetts.
- 12. Respondent provided no loan modification services of value to the Barnetts.
- 13. The bankruptcy petition filed by Respondent on behalf of Grephy Barnett was dismissed because Respondent took no action to complete the bankruptcy after filing the initial petition. Therefore, the chapter 13 petition was of no value to Grephy Barnett.

Attachment Page 2

- 14. Respondent provided no legal services of value to the Barnetts in the bankruptcy matter.
- 15. Respondent never provided the Barnetts a written report discussing whether they had any claims against their lender and never initiated litigation against their lender.
- 16. Therefore, Respondent provided no legal services of value to the Barnetts.
- 17. Because Respondent provided no legal services of value to the Barnetts, he did not earn any portion of the \$20,000 he was paid by them. Respondent has not returned any portion of those fees to the Barnetts.

## Legal Conclusions

- 18. By failing to perform any legal services of value to the Barnetts, Respondent recklessly and repeatedly failed to perform the legal services for which he was employed in willful violation of rule 3-110(A) of the Rules of Professional Conduct.
- 19. By failing to provide the Barnetts an accounting of the fees they had paid him, Respondent failed to render appropriate accounts to his clients in willful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.
- 20. By failing, upon termination of employment, to return any portion of the unearned \$20,000 fee paid to him by the Barnetts, Respondent failed to promptly refund any part of a fee paid in advance that was not earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

#### **INVESTIGATION 10-0-08875**

#### Facts

- 21. On April 20, 2009, Eusebio and Victoria Garcia employed Respondent to represent them in a dispute with their mortgage lender. The retainer agreement signed by Respondent that day stated that he would file a chapter 13 bankruptcy petition on behalf of the Garcias in order to stop a pending trustee's sale of their home and then initiate litigation against their mortgage lender if they agreed. The Garcias agreed and instructed Respondent to pursue that litigation.
- 22. Pursuant to the retainer agreement, the Garcias were to pay Respondent \$9,500 immediately and an additional \$1,600 per month for eight months, for a total of \$22,300. The Garcias made the initial payment of \$9,500, but then made 10 monthly payments of \$1,600 between April 2009 and February 2010.

- 23. The Garcias paid Respondent a total of \$25,500 in advanced fees.
- 24. Respondent filed two chapter 13 bankruptcy petitions for the Garcias, both on the eve of a trustee's sale of their home. The first was filed April 22, 2009 and was dismissed May 26, 2009 for Respondent's failure to file a bankruptcy plan and the required schedules in support of the petition. The second petition was filed June 29, 2009 and was dismissed July 16, 2009 because Respondent again failed to file a bankruptcy plan and the required schedules in support of the petition.
- 25. Respondent never initiated litigation against the Garcias' mortgage lender despite the fact that the Garcias repeatedly asked him to do so as they made their monthly \$1,600 payments to him.
- 26. In September 2009, the Garcias lost their home to a trustee's sale. Nonetheless, Respondent continued to accepted monthly \$1,600 payments from the Garcias for five more months.
- 27. The Garcias stopped paying Respondent in March 2010 and vacated their home on the 29<sup>th</sup> of that month.
- ,28. In April 2010, one year after he was employed, Respondent, for the first time, presented the Garcias with a "draft complaint" against their mortgage lender. Respondent never filed the complaint nor did he initiate or pursue litigation against the lender.
- 29. In May 2010, the Garcias terminated Respondent's employment and hired substitute counsel to represent them.
- 30. The purpose of the Garcias employment of, and payments to, Respondent was the initiation of litigation against their mortgage lender.
- 31. Respondent's filing of the chapter 13 bankruptcy petitions was simply a means of securing himself additional time to sue the Garcias' mortgage lender before the execution of a trustee's sale of their home. Because Respondent never initiated litigation against the mortgage lender, the chapter 13 petitions, which were never completed, were of no value to the Gracias.
- 32. Because Respondent never initiated litigation against the Garcias' mortgage lender and the chapter 13 bankruptcy petitions were of no value to the Garcias, Respondent did not perform any legal services of value for the Garcias.

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33. Because Respondent provided no legal services of value to the Garcias, he did not earn any portion of the \$25,500 he was paid by them. Respondent has not returned any portion of those fees to the Garcias, nor has he provided them an accounting on those fees.

### Legal Conclusions

- 34. By failing to perform any legal services of value to the Garcias, Respondent recklessly and repeatedly failed to perform the legal services for which he was employed in willful violation of rule 3-110(A) of the Rules of Professional Conduct.
- 35. By failing to provide the Garcias an accounting of the fees they had paid him, Respondent failed to render appropriate accounts to his clients in willful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.
- 36. By failing, upon termination of employment, to return any portion of the unearned \$25,500 fee paid to him by the Garcias, Respondent failed to promptly refund any part of a fee paid in advance that was not earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

## **INVESTIGATION 11-O-12470**

#### **Facts**

- 37. On April 21, 2009, Robert and Pamela Phillips employed Respondent to represent them in a dispute with their mortgage lender. The retainer agreement signed by Respondent that day stated that he would file a chapter 13 bankruptcy petition on behalf of the Phillips in order to stop an April 23, 2009 trustee's sale of their home and then initiate litigation against their mortgage lender if they agreed. The Phillips agreed and instructed Respondent to pursue that litigation.
- 38. However, the Phillips also explained that their home was not the subject of a pending short sale on the day they employed Respondent and that a pending short sale had halted the April 23, 2009 trustee sale.
- 39. Pursuant to the retainer agreement, the Phillips were to pay Respondent \$9,500 immediately and an additional \$1,600 per month for eight months, for a total of \$22,300. The Phillips made the initial payment of \$9,500 plus 7 monthly payments of \$1,600 between April 2009 and November 2009.
- 40. The Phillips paid Respondent a total of \$20,700 in advanced fees.

- 41. The Phillips also withdrew from the pending short sale on their home on Respondent's advice.
- 42. Respondent filed two chapter 13 bankruptcy petitions for the Phillips. The first was filed May 20, 2009 and was dismissed June 15, 2009 for Respondent's failure to file a bankruptcy plan and the required schedules in support of the petition. The second petition was filed July 8, 2009 and was dismissed August 7, 2009 because Respondent again failed to file a bankruptcy plan and the required schedules in support of the petition.
- 43. Respondent never initiated litigation against the Phillips' mortgage lender despite the fact that the Phillips repeatedly asked him to do so as they made their monthly \$1,600 payments to him.
- 44. In December 2009, the Phillips lost their home to foreclosure. After that, Respondent told the Phillips that he would nonetheless pursue litigation against their lender in an effort to collect damages, if no longer to maintain possession of their home. The Phillips relied on Respondent to pursue that litigation and continued to contact him for updates as to his progress. However, Respondent made no progress. By December 2010 and January 2011, the Phillips began to demand of Respondent that he pursue their lawsuit or return the fees they had paid him. Respondent did neither.
- 45. The Phillips continued to rely on and contact Respondent through March 2011. However, Respondent took no steps to pursue that litigation and had effectively abandoned them.
- 46. The purpose of the Phillips employment of, and payments to, Respondent was the initiation of litigation against their mortgage lender.
- 47. Respondent's filing of the chapter 13 bankruptcy petitions was simply a means of forestalling foreclosure on the Phillips home in order to secure himself additional time to sue the Phillips' mortgage lender. Because Respondent never initiated litigation against the mortgage lender, the chapter 13 petitions, which were never completed, were of no value to the Phillips.
- 48. Because Respondent never initiated litigation against the Phillips' mortgage lender and the chapter 13 bankruptcy petitions were of no value to the Phillips, Respondent did not perform any legal services of value for the Phillips.

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49. Because Respondent provided no legal services of value to the Phillips, he did not earn any portion of the \$20,700 he was paid by them. Respondent has not returned any portion of those fees to the Phillips, nor has he provided them an accounting on those fees.

### Legal Conclusions

- 50. By failing to perform any legal services of value to the Phillips, Respondent recklessly and repeatedly failed to perform the legal services for which he was employed in willful violation of rule 3-110(A) of the Rules of Professional Conduct.
- 51. By failing to provide the Phillips an accounting of the fees they had paid him, Respondent failed to render appropriate accounts to his clients in willful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.
- 52. By failing, upon termination of employment, to return any portion of the unearned \$20,700 fee paid to him by the Phillips, Respondent failed to promptly refund any part of a fee paid in advance that was not earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

## **DISCUSSION RE DISCIPLINE**

This is Respondent's third disciplinary matter. It involves significant acts of misconduct and harm to clients. Each of Respondent's two prior disciplines included significant acts of misconduct and imposed actual suspensions of 18 months and two years respectively. Respondent stipulates that disbarment is the appropriate discipline in this matter.

The Standards For Attorney Sanctions For Professional Misconduct support disbarment in this matter.

Standard 1.3 provides that the primary purpose of discipline is the protection of the public, the courts and the legal profession.

Standard 1.7(b) provides that a member found to be culpable of misconduct, who has a record of two prior impositions of discipline, shall be disbarred unless the most compelling mitigating circumstances clearly predominate.

This matter does not include sufficient mitigation to deviate from Standard 1.7(b). In fact, the aggravation in this matter and public protection concerns dictate that disbarment be imposed here.

## **PENDING PROCEEDINGS**

The disclosure date referred to, on page two, paragraph A.(7), was October 20, 2011.

# **COSTS OF DISCIPLINARY PROCEEDINGS**

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of, October 20, 2011, the prosecution costs in this matter are approximately \$4,581. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

## **CLIENT SECURITY FUND WAIVER**

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

(Do not write above this line.)		
In the Matter of	Case number(s):	
Thomas Craig Nelson	Investigations 10-0-08663, 10-0-08875 & 11-0-12470	

### SIGNATURE OF THE PARTIES

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

H D.J. 2011 Date	Respondent's Signature	Thomas Craig Nelson Print Name
10 24 11 Date	Respondent's Counsel Signature	Print Name
<u>10/24/11</u> Date	Deputy Trial Counsel's Signature	Kevin B. Taylor Print Name

(Stipulation form approved by SBC Executive Committee 10/16/00. Revised 12/16/2004; 12/13/2006.)

Signature Page

(Do not write above this line.)

In the Matter of: Thomas Craig Nelson	Case Number(s): Investigations 10-O-08663, 10-O-08875 & 11-O- 12470

## **DISBARMENT ORDER**

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

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

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

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

10/28/11 Date

Judge of the State Bar Court

## **CERTIFICATE OF SERVICE**

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on October 31, 2011, I deposited a true copy of the following document(s):

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

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

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

THOMAS CRAIG NELSON 1005 ROSECRANS ST STE 201 SAN DIEGO, CA 92106

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

KEVIN TAYLOR, ESQ., Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on October 31, 2011.

no H. Luth

Rose Luthi Case Administrator State Bar Court

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