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<div style="display: flex; justify-content: space-between; align-items: center;"> <div>  <p>018 044 243</p> </div> <div style="text-align: center;"> State Bar Court of California Hearing Department Los Angeles DISBARMENT </div> </div>		
<p>Counsel For The State Bar</p> <p>Eli D. Morgenstern Deputy Trial Counsel The State Bar of California 1149 South Hill Street Los Angeles, CA 90015 (213) 765-1334</p> <p>Bar # 190560</p>	<p>Case Number(s):</p> <p>10-O-09520,10-O-09586, 10-O-10129,10-O-10417, 10-O-11103,10-O-11123, 10-O-11155,10-O-11362, 10-O-11368,11-O-10161, 11-O-10561,11-O-11150, 11-O-11474,11-O-11819</p>	<p>For Court use only</p> <div style="text-align: center;"> <p>FILED</p> <p>NOV 03 2011 <i>KE</i></p> <p>STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p> </div>
<p>In Pro Per Respondent</p> <p>Zachary Ian Gonzalez 1004 W West Covina Pkwy, Ste 113 West Covina, CA 91790</p> <p>Bar # 259663</p>	<p>PUBLIC MATTER</p>	
<p>In the Matter of:</p> <p>Zachary Ian Gonzalez</p> <p>Bar # 259663</p> <p>A Member of the State Bar of California (Respondent)</p>	<p>Submitted to: Assigned Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</p> <p>DISBARMENT</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	

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

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted December 8, 2008.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of (28) pages, not including the order.
- (4) A statement of acts or omissions acknowledged by respondent as cause or causes for discipline is included under "Facts."

- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law."
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
- ☒ 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) ☒ **Prior record of discipline**
- (a) ☒ State Bar Court case # of prior case See page 25 for further discussion regarding Prior Record of Discipline.
 - (b) ☒ Date prior discipline effective
 - (c) ☒ Rules of Professional Conduct/ State Bar Act violations:
 - (d) ☒ Degree of prior discipline
 - (e) ☐ If respondent has two or more incidents of prior discipline, use space provided below:
- (2) ☐ **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) ☐ **Trust Violation:** Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) ☒ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. See page 25 for further discussion regarding Harm.
- (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. See page 25 for further discussion regarding Multiple Acts of Wrongdoing.
- (8) ☐ **No aggravating circumstances** are involved.

Additional aggravating circumstances:

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

- (1) ☐ **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) ☐ **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) ☒ **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings. See page 25 for further discussion regarding Candor and Cooperation.
- (4) ☐ **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) ☐ **Restitution:** Respondent paid \$ on in restitution to without the threat or force of disciplinary, civil or criminal proceedings.
- (6) ☐ **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to respondent and the delay prejudiced him/her.
- (7) ☐ **Good Faith:** Respondent acted in good faith.
- (8) ☐ **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and respondent no longer suffers from such difficulties or disabilities.
- (9) ☐ **Severe Financial Stress:** At the time of the misconduct, respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) ☐ **Family Problems:** At the time of the misconduct, respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) ☐ **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.

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- (12) ☐ **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) ☐ **No mitigating circumstances** are involved.

Additional mitigating circumstances:

D. Discipline: 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 _____ in the amount of \$ _____ plus 10 percent interest per year from _____. If the Client Security Fund has reimbursed _____ 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 _____ days from the effective date of the Supreme Court order in this case.~~
See page 26 for further discussion regarding Restitution.
- (3) ☐ **Other:**

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF:

Zachary Ian Gonzalez

CASE NUMBERS:

10-O-09520, 10-O-09586, 10-O-10129,
10-O-10417, 10-O-11103, 10-O-11123,
10-O-11155, 10-O-11362, 10-O-11368,
11-O-10161, 11-O-10561, 11-O-11150,
11-O-11474, 11-O-11819

FACTS AND CONCLUSIONS OF LAW.

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

Case No. 10-O-09520

Facts

1. On September 15, 2009, Carl and Elvia Barker (collectively, the "Barkers") employed Respondent to assist them with modifying their first and second home mortgages. Respondent did not prepare a retainer agreement. The Barkers paid Respondent an advanced fee of \$2,618 in the following two installments:

<u>DATE</u>	<u>AMOUNT</u>
09/15/09	\$500
09/27/09	\$2,118

2. Respondent did not perform any services of value on behalf of the Barkers including, but not limited to, negotiating and obtaining, a loan modification.

3. On February 26, 2010, the Barkers met with Respondent. Respondent recommended that the Barkers file a petition for Chapter 13 Bankruptcy, and offered to represent them in the bankruptcy proceeding. On that date, the Barkers employed Respondent to represent them in a Chapter 13 Bankruptcy proceeding. Respondent did not prepare a retainer agreement. The Barkers paid Respondent \$3,250 in advanced fees for his legal services in connection with the bankruptcy in the following three installments:

<u>DATE</u>	<u>AMOUNT</u>
02/26/10	\$1,000
04/13/10	\$2,000
04/14/10	\$250

4. Between April 14, 2010 and July 23, 2010, the Barkers telephoned Respondent on several occasions and left messages with a receptionist inquiring about the status of the bankruptcy. Respondent did not respond to the messages.

5. On July 23, 2010, a representative of Respondent telephoned the Barkers and stated that Respondent needed \$250 from the Barkers in order to pay for an appraisal of the Barkerses' home. On July 23, 2010, the Barkers issued a check made payable to Respondent in the sum of \$250.

6. On August 13, 2010, a representative of Respondent telephoned the Barkers and stated that Respondent needed an additional \$250 in order to file the bankruptcy petition. On August 13, 2010, the Barkers issued a check made payable to Respondent in the sum of \$250. The Barkers never heard from Respondent or any representative of Respondent after August 13, 2010.

7. On August 13, 2010, Respondent filed a petition for Chapter 13 Bankruptcy on behalf of the Barkers in the United States Bankruptcy Court, Central District of California, case number 6:10-bk-35756-CB (the "Barkerses' Chapter 13 Bankruptcy"). Thereafter, Respondent failed to file the following documents: (1) Schedule A; (2) Schedule B; (3) Schedule C; (4) Schedule D; (5) Schedule E; (6) Schedule F; (7) Schedule G; (8) Schedule H; (9) Schedule I; (10) Schedule J; (11) Statement of Financial Affairs; (12) Statement- Form 22C ; and (13) Chapter 13 Plan.

8. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The effective date of the Order was on or about August 16, 2010. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with the Barkers was terminated, and Respondent was not permitted to prepare and file the required documents in connection with the Barkerses' Chapter 13 Bankruptcy.

9. On August 16, 2010, the Barkers discovered that Respondent had been placed on inactive status pursuant to the State Bar Court's August 13, 2010 Order.

10. On September 2, 2010, the Barkerses' Chapter 13 Bankruptcy Petition was dismissed.

11. Respondent did not perform any services of value on behalf of the Barkers with respect to the Barkerses' Chapter 13 Bankruptcy.

12. Respondent did not earn any of the advanced fees that the Barkers paid to him in connection with the loan modifications and the Chapter 13 Bankruptcy.

13. At no time has Respondent refunded any portion of the unearned, advanced fees that he received from the Barkers in connection with the loan modifications and the Chapter 13 Bankruptcy.

14. At no time has Respondent returned the Barkerses' client file to them.

15. After their employment with Respondent was terminated, the Barkers employed new counsel who re-filed a petition for Chapter 13 Bankruptcy on their behalf.

Conclusions of Law

By failing to perform any services of value on behalf of the Barkers with respect to either their loan modifications or the Chapter 13 Bankruptcy, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from the Barkers, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to the Barkers, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 10-O-09586

Facts

1. On March 6, 2010, Charles and Joy Aplin (collectively, the "Aplins") employed Respondent to represent them in a Chapter 11 Bankruptcy. The Aplins paid Respondent \$4,000 in advanced attorney fees in the following installments:

<u>DATE</u>	<u>AMOUNT</u>
03/06/10	\$1,000
05/21/10	\$2,000
06/16/10	\$1,000

2. Between March 6, 2010, and May 12, 2010, neither Respondent nor anyone from his office attempted to communicate with the Aplins. Between this same time period, the Aplins did not attempt to communicate with Respondent.

3. On May 12, 2010, a non-attorney representative of Respondent telephoned Joy Aplin and informed her that the Aplins were required to complete a Credit Counseling Course in connection with the bankruptcy.

4. On May 21, 2010, Joy Aplin personally delivered to a representative of Respondent the following documents: (i) the Aplins loan documents, bank and credit card statements, and payroll check stubs; and (ii) a forty-five (45) page accounting packet that Respondent's office had provided to the Aplins.

5. On June 16, 2010, the Aplins met with Respondent at Respondent's office. The Aplins presented Respondent with their Credit Counseling Certificates. Respondent stated that the Aplins had provided him with all of the documents requested, paid Respondent all of his fees, and that he would file their petition for Chapter 11 Bankruptcy in approximately two weeks. The Aplins did not communicate with Respondent after June 16, 2010.

6. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The Order became effective on or about August 16, 2010. On or about the same date, the Alpines learned of the State Bar Court's Order.

7. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with the Alpines was terminated, and Respondent was not permitted to prepare and file the required documents in connection with their Chapter 11 Bankruptcy.

8. Respondent did not perform any services of value on behalf of the Alpines, including, but not limited to, filing a petition for Chapter 11 Bankruptcy on their behalf.

9. At no time has Respondent refunded any portion of the unearned, advanced fees that he received from the Alpines.

10. At no time has Respondent returned the Alpines' client file to them.

Conclusion of Law

By failing to perform any services of value on behalf of the Alpines with respect to their Chapter 11 Bankruptcy, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from the Alpines, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to the Alpines, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 10-O-10129

Facts

1. On May 14, 2010, Ernie and Christina Andujo (collectively, the "Andujos") employed Respondent to represent them in a Chapter 13 Bankruptcy. On that date, the Andujos paid Respondent an advanced fee of \$3,355.

2. On July 21, 2010, Respondent filed a petition for Chapter 13 Bankruptcy on behalf of the Andujos in the United States Bankruptcy Court, Central District of California, case number 10-bk-32786 (the "Andujos' Chapter 13 Bankruptcy"). Thereafter, Respondent failed to file the following documents: (1) Schedule A; (2) Schedule B; (3) Schedule C; (4) Schedule D; (5) Schedule E; (6) Schedule F; (7) Schedule G; (8) Schedule H; (9) Schedule I; (10) Schedule J; (11) Statement of Financial Affairs; (12) Statement- Form 22C ; and (13) Chapter 13 Plan.

3. In July 2010, the Bankruptcy Court mailed a notice to Respondent and the Andujos that the Andujos' Petition for Chapter 13 Bankruptcy was deficient because it did not include all of the required documents.

4. In August 2010, the Bankruptcy Court mailed another notice to the Andujos stating that they would need to present a Chapter 13 payment plan at the Meeting of Creditors, which was scheduled for August 30, 2010.

5. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The Order became effective on or about August 16, 2010.

6. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with the Andujos was terminated, and Respondent was not permitted to prepare and file the required documents and the payment plan in connection with the Andujoses' Chapter 13 Bankruptcy.

7. The Andujos discovered that the State Bar Court had ordered Respondent placed on involuntary inactive status prior to the Creditor Meeting. On August 30, 2010, the Andujos appeared at the Meeting of Creditors in connection with their Chapter 13 Bankruptcy. Respondent did not appear. On September 1, 2010, the Andujoses' Chapter 13 Bankruptcy was dismissed.

8. Respondent did not perform any services of value on behalf of the Andujos in connection with the Andujoses' Chapter 13 Bankruptcy.

9. At no time has Respondent refund any portion of the unearned, advanced fees that he received from the Andujos.

10. At no time has Respondent returned the Andujoses' client file to them.

Conclusions of Law

By failing to perform any services of value on behalf of the Andujos with respect to their Chapter 13 Bankruptcy, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from the Andujos, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to the Andujos, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 10-O-10417

Facts

1. On March 22, 2010, Rosemarie Moroneso ("Moroneso") employed Respondent to represent her in a Chapter 13 Bankruptcy. At this time Moroneso was approximately seventy (70) years old. Moroneso paid Respondent a total of \$4,000 in advanced attorney fees in the following installments:

<u>DATE</u>	<u>AMOUNT</u>
03/22/10	\$1,000
04/02/10	\$1,700
05/03/10	\$1,300

2. On May 12, 2010, Respondent filed a petition for Chapter 13 Bankruptcy on behalf of Moroneso in the United States Bankruptcy Court, Central District of California, case number 6:10-bk-24481-CB (the "Moroneso Chapter 13 Bankruptcy"). Thereafter, Respondent failed to file the following documents: (1) Schedule A; (2) Schedule B; (3) Schedule C; (4) Schedule D; (5) Schedule E; (6) Schedule F; (7) Schedule G; (8) Schedule H; (9) Schedule I; (10) Schedule J; (11) Statement of Financial Affairs; (12) Statement- Form 22C ; and (13) Chapter 13 Plan.

3. On June 7, 2010, the Moroneso Chapter 13 Bankruptcy was dismissed because of Respondent's failure to file the required documents.

4. Respondent did not perform any services of value on behalf of Moroneso.

5. At no time has Respondent refunded any portion of the unearned, advanced fee that he received from Moroneso.

Conclusions of Law

By failing to perform any services of value on behalf of Moroneso with respect to her Chapter 13 Bankruptcy, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from Moroneso, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 10-O-11103

Facts

1. On August 11, 2009, Randolph and Ma Judy De Los Santos (collectively, the "De Los Santos") employed Respondent to modify their first and second home mortgages. The De Los Santos paid Respondent a total of \$7,072 in advanced attorney fees for his legal services in connection with the loan modifications in the following installments:

<u>DATE</u>	<u>AMOUNT</u>
08/11/09	\$2,550
09/11/09	\$2,550
10/11/09	\$1,972

2. Between October 11, 2009, and February 2010, representatives of Respondent spoke with the De Los Santos on approximately five occasions.

3. On February 9, 2010, the De Los Santos received a letter from their lender indicating that they were approved for a three-month trial plan with respect to their first mortgage. The first payment was due on March 1, 2010, the second payment was due on April 1, 2010, and the third payment was due on May 1, 2010. The letter also required the De Los Santos provide documentation to the lender.

4. The De Los Santos provided the documentation and made all the trial payments on time.

5. On March 5, 2010, the De Los Santos employed Respondent to represent them in a Chapter 13 Bankruptcy in lieu of pursuing a modification of their second home mortgage. The De Los Santos paid Respondent an advanced fee of \$3,280 for his legal services in connection with the Chapter 13 Bankruptcy in the following installments:

<u>DATE</u>	<u>AMOUNT</u>
03/15/10	\$2,180
04/15/10	\$1,100

6. In May 2010, Respondent's representative advised the De Los Santos to continue to make the monthly payments pursuant to the trial plan. This was the last communication the De Los Santos would receive from Respondent or a representative of Respondent.

7. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The Order became effective on or about August 16, 2010.

8. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with the De Los Santos was terminated.

9. In September 2010, the De Los Santos received a letter from their lender indicating that they were not qualified for a loan modification.

10. On October 6, 2010, the De Los Santos discovered that Respondent was no longer entitled to practice law in the state of California.

11. Respondent did not perform any services of value on behalf of the De Los Santos with respect to the Chapter 13 Bankruptcy, including, but not limited to filing a petition for Chapter 13 Bankruptcy.

12. Respondent did not perform any services of value on behalf of the De Los Santos with respect to the modification of the second home mortgage, including, but not limited to, negotiating and obtaining a loan modification.

13. At no time has Respondent refunded any portion of the unearned advanced fees that he received from the De Los Santos in connection with the modification of the second home mortgage and the Chapter 13 Bankruptcy.

14. At no time has Respondent returned the De Los Santos' client file to them.

15. Pursuant to the terms of this Stipulation, Respondent has agreed to refund \$6,816 to the De Los Santos. The sum represents one-half of the advanced fees that the De Los Santos paid to Respondent for the loan modifications of their first and second home mortgages, plus the advanced fees paid by the De Los Santos to Respondent for the Chapter 13 Bankruptcy.

Conclusions of Law

By failing to perform any services of value on behalf of the De Los Santos with respect to the Chapter 13 Bankruptcy and the modification of their second mortgage, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from the De Los Santos, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to the De Los Santos, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 10-O-11123

Facts

1. On October 6, 2009, Ramon Chavez ("Chavez") employed Respondent to assist him with modifying his home mortgage. Chavez paid Respondent an advanced fee of \$4,500 in cash on the following dates:

<u>AMOUNT</u>	<u>DATE</u>
10/07/09	\$1,500
11/09/09	\$1,500
12/15/09	\$1,500

2. Respondent did not perform each and every service he had contracted to perform for Chavez, prior to demanding, charging, collecting, or receiving any fees.

3. During the course of his employment of Respondent, Chavez telephoned Respondent and visited his office on several occasions. Each time, Chavez was told by a representative of Respondent that Respondent was unavailable and could not speak with Chavez. At no time did Chavez meet or speak with Respondent during his employment of Respondent.

4. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The Order became effective on or about August 16, 2010.

5. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with Chavez was terminated.

6. Respondent did not perform any services of value on behalf of Chavez, including, but not limited to, negotiating and obtaining a loan modification on behalf of Chavez.

7. At no time has Respondent refunded any portion of the illegal, unearned advanced fees that he received from Chavez.

8. At no time has Respondent returned Chavezes' client file to him.

Conclusions of Law

By negotiating, arranging or offering to perform a mortgage loan modification for a fee paid by a borrower, and demanding, charging, collecting, and receiving fees from Chavez prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Section 2944.7(a) of the Civil Code, Respondent willfully violated Business and Professions Code section 6106.3.

By failing to perform any services of value on behalf of Chavez, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the illegal, unearned advanced fees that he received from Chavez, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to Chavez, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 10-O-11155

Facts

1. On February 9, 2010, Conception Carranza ("Carranza") employed Respondent to represent her in a bankruptcy case. Carranza paid Respondent an advanced fee of \$2,500 in the following installments:

<u>DATE</u>	<u>AMOUNT</u>
02/12/10	\$600
02/19/10	\$1,900

2. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The Order became effective on or about August 16, 2010.

3. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with Carranza was terminated.

4. On or about November 24, 2010, Carranza discovered that Respondent was no longer entitled to practice law in the state of California.

5. Respondent did not perform any services of value on behalf of Carranza, including, but not limited to, filing a petition for bankruptcy on her behalf.

6. At no time has Respondent refunded any portion of the unearned, advanced fees that he received from Carranza.

7. At no time has Respondent returned Carranza's client file to her.

Conclusions of Law

By failing to perform any services of value on behalf of Carranza, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from Carranza, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to Carranza, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 10-O-11362

Facts

1. On March 8, 2010, Lermis Estrada ("Estrada") employed Respondent to represent her in a bankruptcy case. Estrada paid Respondent an advanced fee of \$4,000 in the following installments:

<u>DATE</u>	<u>AMOUNT</u>
03/08/10	\$2,000
03/24/10	\$2,000

2. After Estrada employed Respondent in or about March 2010, she telephoned Respondent's office on several occasions inquiring about the status of her bankruptcy case. Respondent's employees stated to her that Respondent was working on her petition. At no time did Estrada ever speak or meet with Respondent during her employment of Respondent.

3. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The Order became effective on or about August 16, 2010.

4. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with Estrada was terminated.

5. In November 24, 2010, Estrada discovered that Respondent was no longer entitled to practice law in the state of California.

6. Respondent did not perform any services of value on behalf of Estrada, including, but not limited to, filing a petition for bankruptcy on her behalf.

7. At no time has Respondent refunded any portion of the unearned, advanced fees that he received from Estrada.

8. At no time has Respondent returned Estrada's client file to her.

Conclusions of Law

By failing to perform any services of value on behalf of Estrada, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from Estrada, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to Estrada, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 10-O-11368

Facts

1. On October 5, 2009, George and Balbina Aguilar (collectively, the "Aguilars") employed Respondent to assist them in negotiating a modification of their home loan. The Aguilars paid Respondent an advanced fee of \$5,606 in the following installments:

<u>DATE</u>	<u>AMOUNT</u>
10/05/09	\$2,000
11/05/09	\$2,000
12/05/09	\$1,606

2. Respondent did not perform each and every service he had contracted to perform for the Aguilars, prior to demanding, charging, collecting, or receiving any fees.

3. In December 2009, Respondent's representative stated to the Aguilars in a telephone conversation that Respondent had submitted the Aguilarses' request for a loan modification to Sierra Pacific. The Aguilars explained that Sierra Pacific was not their lender; instead, their lender was GMAC Mortgage ("GMAC").

4. In January 2010, the Aguilars met with Respondent at his office. Respondent stated that he wanted to wait a few months before submitting the Aguilarses' request for a loan modification to GMAC, because the Aguilars had recently refinanced their mortgage.

5. In March 2010, Respondent sent the Aguilars an e-mail stating that GMAC would not consider their request for a loan modification until one year from the date of their refinance. Respondent requested that the Aguilars continue to provide him with their pay stubs and other financial information.

6. On May 13, 2010, Respondent's representative stated to the Aguilars in a telephone conversation that Respondent was going to submit the Aguilarses' request for a loan modification in June 2010. The representative requested that the Aguilars continue to submit their pay stubs and other financial information.

7. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The Order became effective on or about August 16, 2010.

8. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with the Aguilar was terminated.

9. In November 2010, the Aguilar discovered that Respondent was no longer entitled to practice law in the state of California.

10. Respondent did not perform any services of value on behalf of the Aguilar, including, but not limited to, negotiating and obtaining a loan modification on their behalf.

11. At no time has Respondent refunded any portion of the unearned, advanced fees that he received from the Aguilar.

12. At no time has Respondent returned the Aguilar's client file to them.

Conclusions of Law

By negotiating, arranging or offering to perform a mortgage loan modification for a fee paid by a borrower, and demanding, charging, collecting, and receiving fees from the Aguilar prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Section 2944.7(a) of the Civil Code, Respondent willfully violated Business and Professions Code section 6106.3.

By failing to perform any services of value on behalf of the Aguilar, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from the Aguilar, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to the Aguilar, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 11-O-10161

Facts

1. On March 4, 2010, Kyle and Christine Brinkworth (collectively, the "Brinkworths") employed Respondent to represent them in a Chapter 13 Bankruptcy case. The Brinkworths paid Respondent an advanced fee of \$4,000 in the following installments:

<u>DATE</u>	<u>AMOUNT</u>
03/04/10	\$1,500
07/06/10	\$2,500

2. In April 2010, the Brinkworths met with a representative of Respondent and provided the representative with the documents which had been requested of them.

3. In June 2010, the Brinkworths met with another representative of Respondent. The representative stated that the Brinkworthses' petition was nearly completed and would be filed as soon as they paid the balance of their legal fees.

4. On July 6, 2010, Respondent's representative stated to the Brinkworths that once they provided Respondent with their Credit Counseling Program Certificate, Respondent would have all the documentation that he required in order to prepare and file the bankruptcy petition.

5. On July 11, 2010, the Brinkworths provided Respondent's office with their respective Credit Counseling Program Certificates.

6. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The Order became effective on or about August 16, 2010.

7. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with the Brinkworths was terminated.

8. On August 25, 2011, Respondent sent the Brinkworths an e-mail stating that he was no longer able to represent them in their Chapter 13 Bankruptcy case.

9. Respondent failed to perform any services of value on behalf of the Brinkworths, including, but not limited to, preparing and filing a petition for Chapter 13 Bankruptcy.

10. At no time has Respondent refunded any portion of the unearned, advanced fees that he received from the Brinkworths.

11. At no time has Respondent returned the Brinkworthses' client file to them.

Conclusions of Law

By failing to perform any services of value on behalf of the Brinkworths, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from the Brinkworths, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to the Brinkworths, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

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Facts

1. On February 25, 2010, Andre and Timeka Alverson (collectively, the "Alversons") employed Respondent to represent them in a bankruptcy case. The Alversons paid Respondent a total of \$4,000 in advanced attorney fees in the following installments:

<u>DATE</u>	<u>AMOUNT</u>
02/25/10	\$2,000
03/26/10	\$2,000

2. On May 26, 2010, Respondent filed a petition for Chapter 13 Bankruptcy on behalf of the Alversons in the United States Bankruptcy Court, Central District of California, case number 6:10-bk-26159-MJ (the "Alversonses' Chapter 13 Bankruptcy #1"). Thereafter, Respondent failed to file the following documents: (1) Schedule A; (2) Schedule B; (3) Schedule C; (4) Schedule D; (5) Schedule E; (6) Schedule F; (7) Schedule G; (8) Schedule H; (9) Schedule I; (10) Schedule J; (11) Statement of Financial Affairs; and (12) Statement- Form 22C.

3. On June 28, 2010, the Bankruptcy Court dismissed the Alversonses' Chapter 13 Bankruptcy #1 without prejudice; and on or about August 19, 2010, the Bankruptcy Court filed an order closing the case.

4. On July 21, 2010, Respondent filed a second petition for Chapter 13 Bankruptcy on behalf of the Alversons in the United States Bankruptcy Court, Central District of California, case number 6:10-bk-32777-CB (the "Alversonses" Chapter 13 Bankruptcy #2"). A Meeting of Creditors was scheduled for on or about September 2, 2010 in Alverson Bankruptcy #2.

5. Respondent did not communicate with the Alversons after on or about July 21, 2010.

6. On August 12, 2010, the Bankruptcy Court filed an order and notice of dismissal in the Alversonses' Chapter 13 Bankruptcy #2, because Respondent failed to file required documents on behalf of the Alversons.

7. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The Order became effective on or about August 16, 2010.

8. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with the Brinkworths was terminated.

9. In August 2010, the Alversons received a letter from the Bankruptcy Court advising them that Respondent was no longer entitled to practice law in California.

10. On September 15, 2010, the Bankruptcy Court filed an order closing the Alversonses' Chapter 13 Bankruptcy #2.

11. Respondent failed to perform any services of value on behalf of the Alversons with respect to the Alversonses' Chapter 13 Bankruptcy #1 and Bankruptcy #2.

12. At no time has Respondent refunded any portion of the unearned, advanced fees that he received from the Alversons.

13. At no time has Respondent returned the Alversonses' client file to them.

Conclusions of Law

By failing to perform any services of value on behalf of the Alversons, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from the Alversons, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to the Alversons, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 11-O-11150

Facts

1. On May 23, 2009, Darlene Grijalva ("Grijalva") employed Respondent to assist her with modifying her first and second home mortgages. Grijalva paid Respondent an advanced fee of \$4,530 in the following installments:

<u>DATE</u>	<u>AMOUNT</u>
05/29/09	\$2,500
06/30/09	\$2,030

2. On May 23, 2009, Grijalva met with a representative of Respondent who assured Grijalva that she would qualify for a loan modification, and advised her to stop making the payments on her mortgages. During this initial meeting, Grijalva did not meet with Respondent.

3. In August 2009, Grijalva received a letter from her lender advising her that she had been approved for a HAMP trial modification plan on her first mortgage, which was to begin on September 1, 2009.

4. In October 2009, Grijalva received another letter from her lender advising her of a revised HAMP trial plan on her first mortgage, which was to begin on November 1, 2009.

5. Between September 2009 and April 2010, Grijalva communicated frequently with Respondent's representatives; however, she never spoke or met with Respondent. During this period, the representatives stated that Grijalva's loan modification request of her first mortgage was under review, and that the representatives were working on preparing the request for modification of the second home mortgage.

6. On March 1, 2010, Grijalva employed Respondent to represent her in a Chapter 13 Bankruptcy in lieu of requesting a modification of her second home mortgage. Grijalva paid Respondent an advanced fee of \$3,299 in the following installments:

<u>DATE</u>	<u>AMOUNT</u>
03/01/10	\$2,000
04/12/10	\$1,299

7. On March 15, 2010, Grijalva received a letter from her lender stating that she was not eligible for a permanent modification of her first home mortgage under HAMP. However, the lender offered Grijalva its own modification plan.

8. Between March 2010 and June 2010, Grijalva had several conversations with various representatives of Respondent. During these conversations, the representatives told her that her file was closed in September 2009. At other times, representatives would recommend that she call other alleged representatives of Respondent; however, these individuals would either not return her calls and or were unable to provide her with any information concerning her loan modification.

9. On July 16, 2010, Grijalva met with Respondent. This was the first and last time that Grijalva met and spoke with Respondent. Grijalva requested that Respondent return the advanced fees that she had paid him to modify her first home mortgage. Respondent replied that he would re-submit her loan modification request for no charge after the Chapter 13 Bankruptcy was completed. Respondent also requested \$275 for the appraisal of Grijalva's home, which he said was needed for the completion of the Chapter 13 Bankruptcy. On July 16, 2010, Grijalva issued a check to Respondent in the sum of \$275. Grijalva also requested that Respondent provide her with the client file.

10. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The Order became effective on or about August 16, 2010.

11. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with Grijalva was terminated.

12. On October 11, 2010, Grijalva discovered that Respondent was no longer entitled to practice law in the state of California.

13. Respondent did not earn any portion of the advanced fees that he received from Grijalva with respect to the modification of the second home mortgage and the Chapter 13 Bankruptcy.

14. At no time has Respondent refunded any portion of the unearned, advanced fees that he received from Grijalva.

15. At no time has Respondent returned Grijalva's client file to her.

16. Pursuant to the terms of this Stipulation, Respondent has agreed to refund \$5,839 to Grijalva. The sum represents one-half of the advanced fees that Grijalva paid to Respondent for the loan modifications of Grijalva's first and second home mortgages, plus the advanced fees paid by Grijalva to Respondent for the Chapter 13 Bankruptcy, plus the \$275 Grijalva paid to Respondent for the appraisal.

Conclusions of Law

By failing to perform any services of value on behalf of Grijalva with respect to the second home mortgage and the Chapter 13 Bankruptcy, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from Grijalva, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to Grijalva, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 11-O-11474

Facts

1. On July 24, 2009, Derrick Marquis ("Marquis") employed Respondent to assist him with negotiating a modification of his first and second home mortgages. On or about July 24, 2009, Marquis did not meet or speak with Respondent; instead, Marquis met with a representative of Respondent. The representative stated that the modifications would be completed in two or three months, and recommended that Marquis stop making payments on his second mortgage. Marquis paid Respondent an advanced fee of \$1,300.
2. On August 11, and August 14, 2009, a representative of Respondent telephoned Marquis requesting additional documents. Marquis provided the requested documents to Respondent's representative on both occasions.
3. On August 18, 2009, a representative of Respondent stated to Marquis that his requests for loan modifications had been submitted to his lenders. In fact, neither Respondent nor a representative of Respondent had submitted Marquises' loan modification documents to the lenders.
4. On April 30, 2010, a representative of Respondent stated to Marquis that his "file" was under review as of April 28, 2010.
5. In June 2010, Marquis had an in-person meeting with a representative of Respondent. Marquis demanded a refund. The representative refused to provide the refund; instead, the representative stated that if Marquis wanted to file for Chapter 13 Bankruptcy, Respondent would represent him for a fee of \$4,000.
6. On June 28, 2010, a representative of Respondent stated to Marquis that his loan modification was under review and he should expect to hear from his lender soon.
7. On July 2, 2010, a representative of Respondent asked Marquis to fax documents to him by no later than July 6, 2010. Marquis faxed the requested documents to the representative before July 6, 2010.

8. On August 6, 2010, Marquis met with Respondent at his office. Marquis demanded that Respondent provide him with a refund of the fees that he had paid to him. Respondent stated that he did not have the money to refund Marquis. Respondent offered to represent Marquis in a Chapter 13 Bankruptcy proceeding without further charge to him. Marquis agreed to the offer.

9. Respondent did not perform any services of value on behalf of Marquis, including, but not limited to, negotiating and obtaining a modification of Marquises' first and second home loans.

10. On or about August 10, 2010, Marquis provided Respondent with a check in the sum of \$274, which constituted the filing fee for the Chapter 13 Bankruptcy case.

11. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The Order became effective on or about August 16, 2010.

12. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with Marquis was terminated.

13. On September 3, 2010, Respondent sent Marquis an e-mail stating, among other things, that he had been "suspended" from the practice of law, and could no longer represent Marquis in the Chapter 13 Bankruptcy case; that Respondent had given Marquises' file to another attorney who will represent Marquis at no cost; that Marquis would receive a letter from the attorney explaining Marquises' rights; and that Respondent was not able to file all of the bankruptcy documents.

14. Marquis did not receive another communication from Respondent after on or about September 3, 2010. The unidentified attorney referenced in Respondent's September 3, 2010 letter never contacted Marquis.

15. Respondent did not perform any services of value on behalf of Marquis with respect to the Chapter 13 Bankruptcy case.

16. At no time has Respondent refunded any portion of the unearned, advanced fees that he received from Marquis.

17. At no time has Respondent returned Marquises' client file to him.

Conclusions of Law

By failing to perform any services of value on behalf of Marquis, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from Marquis, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to Marquis, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

Facts

1. On July 28, 2009, John and Sharon Crowley (collectively, the "Crowleys") employed Respondent to assist them with negotiating a modification of their home loan. The Crowleys paid Respondent a total of \$4,797 in advanced attorney fees in the following installments:

<u>DATE</u>	<u>AMOUNT</u>
08/05/09	\$2,000
09/05/09	\$1,797
10/05/09	\$1,000

2. On August 13, 2010, the State Bar Court filed an Order placing Respondent on involuntary inactive status pursuant to Business and Professions Code section 6007(c)(1). The Order became effective on or about August 16, 2010.

3. As a result of the State Bar Court's August 13, 2010 Order, Respondent's employment with the Crowleys was terminated.

4. On September 2, 2010, Respondent sent the Crowleys an e-mail stating, among other things, that his license was "temporarily suspended and the state bar (sic) has required" that he cease his practice. Respondent further stated he was no longer able to represent the Crowleys and that their file would be mailed to them shortly.

5. Respondent did not perform any services of value on behalf of the Crowleys, including, but not limited to, negotiating and obtaining a loan modification.

6. At no time has Respondent refunded any portion of the unearned, advanced fees that he received from the Crowleys.

7. At no time has Respondent returned the Crowleys' client file to them.

Conclusions of Law

By failing to perform any services of value on behalf of the Crowleys, Respondent wilfully violated rule 3-110(A) of the Rules of Professional Conduct.

By failing to return any portion of the unearned, advanced fees that he received from the Crowleys, Respondent wilfully violated rule 3-700(D)(2) of the Rules of Professional Conduct.

By failing to return the client file to the Crowleys, Respondent wilfully violated rule 3-700(D)(1) of the Rules of Professional Conduct.

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AGGRAVATING CIRCUMSTANCES.

1. Prior Record of Discipline

A prior record of discipline is an aggravating circumstance. (Std. 1.2(b)(i).) Respondent has been a member of the State Bar since December 8, 2008, and has a prior record of discipline.

On May 19, 2011, the California Supreme Court ordered, among other things, that Respondent be suspended from the practice of law for three (3) years, stayed, and placed on probation for three (3) years, subject to conditions including a two (2) year actual suspension and until he met restitution and arbitration conditions, and complied with Standard 1.4(c)(ii) of the Standards For Attorney Sanctions for Professional Misconduct. Respondent's misconduct included violating: (1) rule 1-310 of the Rules of Professional Conduct ("rule"), by forming a partnership with a person who is not a lawyer; (2) rule 1-320(A), by splitting legal fees with a person who is not a lawyer; (3) rule 1-400(C), by soliciting prospective clients with whom he had no family or professional relationship; (4) rule 4-100(B)(3), by failing to provide an accounting of advanced fees paid to him by clients; (5) rule 3-700(D)(2), by failing to refund unearned fees to clients; and (6) Business and Professions Code section 6106, by committing acts of moral turpitude. (Supreme Court Case No. S191102; State Bar Court Case Nos. 09-O-13589, 09-O-13845, 09-O-16360, 09-O-17413, 09-O-18914, 09-O-19279, 09-O-19316, 10-O-01289, 10-O-03162, 10-O-03507, 10-O-03674, 10-O-03809, 10-O-03043, 10-O-03043, 10-O-4918, 10-O-06527, 10-O-06922, 10-O-06923, 10-O-08301, 10-O-09295, 10-O-09298, 10-O-09566, 10-O-10409, 10-O-11102.)

2. Multiple Acts of Wrongdoing.

Respondent committed multiple acts of misconduct. (Std. 1.2(b)(ii).)

3. Harm

Respondent's misconduct caused financial harm to his clients, all of whom were experiencing financial difficulties at the time that they employed Respondent. (Std. 1.2(b)(iv).)

MITIGATING CIRCUMSTANCES.

1. Candor and Cooperation

Respondent's stipulation to the facts, his culpability, and his disbarment is a mitigating circumstance. (Std. 1.2(e)(v).)

AUTHORITIES SUPPORTING DISCIPLINE.

Standard 1.3 of the Standards For Attorney Sanctions For Professional Misconduct ("Standards") provides that, "[T]he primary purposes of disciplinary proceedings . . . are the protection of the public, the courts[,] and the legal profession; the maintenance of high professional standards by attorneys[;] and the preservation of public confidence in the legal profession."

Standard 1.7(a) provides that if a member has a prior record of discipline, the degree of discipline imposed in the current proceeding shall be greater than that imposed in the prior proceeding unless the prior discipline was so remote in time and minimal in severity that imposing greater discipline in the current proceeding would be manifestly unjust.

Here, Respondent's prior misconduct was neither remote nor minimal in severity. The contrary is true. Further, Respondent's current misconduct involves multiple acts of misconduct that caused harm to his clients. Respondent's current misconduct warrants disbarment under Standard 1.7(a).

Standard 2.4(b), and 2.10 of the Standards also apply to this proceeding.

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

There is no standard specifically applicable to a violation of Business and Professions Code section 6106.3, and rules 3-700(D)(1) and 3-700(D)(2) of the Rules of Professional Conduct. Accordingly, the applicable standard is Standard 2.10. Standard 2.10 provides that, "[C]ulpability of a member of a violation of any provision of the Business and Professions Code not specified in these standards or a wilful violation of any Rule of Professional Conduct not specified in these standards shall result in reproof or suspension according to the gravity of offense or the harm, if any, to the victim, with due regard to the purposes of imposing discipline set forth in standard 1.3."

RESTITUTION.

Respondent must make restitution to the complainants identified in this paragraph in the respective amounts stated in this paragraph plus 10% interest per year from the respective dates stated in this paragraph. If the Client Security Fund has reimbursed any of the complainants for any, or all, portion of the principal amount, Respondent must pay restitution to Client Security Fund of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

<u>Case No.</u>	<u>Complainant</u>	<u>Principal Amount</u>	<u>Interest Accrues From</u>
10-O-09520	Carl & Elvia Barker	\$6,368	08/13/10
10-O-09586	Charles & Joy Aplin	\$4,000	08/13/10
10-O-10129	Ernie & Christina Andujo	\$3,355	08/13/10
10-O-10417	Rosemarie Moroneso	\$4,000	06/07/10
10-O-11103	Randolph & Ma Judy De Los Santos	\$6,816	08/13/10
10-O-11123	Ramon Chavez	\$4,000	08/13/10
10-O-11155	Conception Carranza	\$2,500	08/13/10
10-O-11362	Lermis Estrada	\$4,000	08/13/10
10-O-11368	George & Balbina Aguilar	\$5,606	08/13/10
11-O-10161	Kyle & Christine Brinkworth	\$4,000	08/13/10
11-O-10561	Andre & Timeka Alverson	\$4,000	08/13/10
11-O-11150	Darlene Grijalva	\$5,839	08/13/10
11-O-11474	Derrick Marquis	\$1,574	08/13/10
11-O-11819	John and Sharon Crowley	\$4,797	08/13/10

PENDING PROCEEDINGS.

The disclosure date referred to on page 2, paragraph A(7) was October 25, 2011.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed him that as of October 25, 2011, the prosecution costs in this matter are \$14,899.80. 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.

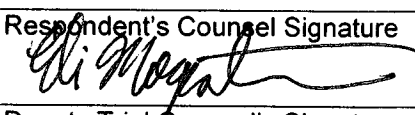
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In the Matter of: Zachary Ian Gonzalez	Case number(s): 10-O-09520, 10-O-09586, 10-O-10129, 10-O-10417, 10-O-11103, 10-O-11123, 10-O-11155, 10-O-11362, 10-O-11368, 11-O-10161, 11-O-10561, 11-O-11150, 11-O-11474, 11-O-11819
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SIGNATURE OF THE PARTIES

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

Date	<u>10/26/2011</u>		Zachary Ian Gonzalez
		Respondent's Signature	Print Name

Date	<u>10/26/11</u>		
		Respondent's Counsel Signature	Print Name
Date		Deputy Trial Counsel's Signature	Eli D. Morgenstern
			Print Name

(Do not write above this line.)

In the Matter of:
Zachary Ian Gonzalez

Case Number(s):
10-O-09520, 10-O-09586, 10-O-10129,
10-O-10417, 10-O-11103, 10-O-11123,
10-O-11155, 10-O-11362, 10-O-11368,
11-O-10161, 11-O-10561, 11-O-11150,
11-O-11474, 11-O-11819

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 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.

Date

11-03-11

Judge of the State Bar Court

RICHARD A. PLATEL

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 November 3, 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:

ZACHARY IAN GONZALEZ
1004 W WEST COVINA PKWY, STE 113
WEST COVINA, CA 91790

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

ELI MORGENSTERN, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on November 3, 2011.



Angela Carpenter
Case Administrator
State Bar Court