

PUBLIC MATTER

STATE BAR OF CALIFORNIA
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FILED

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STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of:) Case No. 10-O-9584, 10-O-9587, 11-O-
KERRY STEIGERWALT,) 10118, 11-O-10326, 10-O-10336, 10-O-10381,
No. 116264,) 10-O-10535, 11-O-10867, 11-O-10869, 11-O-
A Member of the State Bar) 11522, 11-O-12350, 11-O-12557, 11-O-13266,
) 11-O-13525, 11-O-15850, 11-O-16053, 11-O-
) 16305, 10-O-5123

NOTICE OF DISCIPLINARY CHARGES

NOTICE - FAILURE TO RESPOND!

**IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE
WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT
THE STATE BAR COURT TRIAL:**

- (1) YOUR DEFAULT WILL BE ENTERED;**
- (2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU
WILL NOT BE PERMITTED TO PRACTICE LAW;**
- (3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN
THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION
AND THE DEFAULT IS SET ASIDE, AND;**
- (4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.
SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE
OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN
ORDER RECOMMENDING YOUR DISBARMENT WITHOUT
FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ.,
RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.**

The State Bar of California alleges:

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1 not tell any of his clients that J. Kevin Benjamin was not admitted to practice in the Bankruptcy
2 Court.

3 COUNT ONE

4 Case No. 10-O-9584
5 Rules of Professional Conduct, rule 3-700(A)(2)
6 [Improper Withdrawal from Employment]

7 8. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by
8 failing, upon termination of employment, to take reasonable steps to avoid reasonably
9 foreseeable prejudice to his client, as follows:

10 9. On or about May 21, 2010, Albert Valdez and Maria Teresa Valdez ("the Valdezes")
11 employed Respondent to prepare and file a joint petition for bankruptcy. Between May and June
12 2010, the Valdezes paid Respondent \$2,190 in advanced fees.

13 10. On or about June 28, 2010, the Valdezes received the letter from Respondent.

14 11. On or about August 23, 2010, the Valdezes went to Respondent's law office where a
15 representative from BLS told them and others who were present that BLS would take over their
16 bankruptcy case. The Valdezes agreed to employ BLS. Thereafter, Albert Valdez telephoned
17 BLS on numerous occasions and left messages but received no return telephone calls.

18 12. Neither BLS nor Respondent performed any legal services of value on behalf of the
19 Valdezes. Respondent did not earn any of the \$2,190 the Valdezes paid in advanced fees.

20 13. As of on or about June 28, 2010, Respondent effectively withdrew from employment.
21 Upon doing so, Respondent did not release the Valdezes' file to them, did not provide them with
22 an accounting of the advanced fees, and did not refund any of the unearned fees.

23 14. On or about September 30, 2011, Respondent refunded \$802 to the Valdezes. In so
24 doing, Respondent charged the Valdezes a \$250 "cancellation" or "administration fee" and a
25 "monthly maintenance fee" totaling \$150.

26 15. By failing to make a reasonable inquiry into J. Kevin Benjamin's ability to appear
27 before the Bankruptcy Court, failing to tell the Valdezes that J. Kevin Benjamin was not
28 admitted to practice in the Bankruptcy Court, and failing to provide the Valdezes with their file,

1 Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably
2 foreseeable prejudice to his client.

3 COUNT TWO

4 Case No. 10-O-9584
5 Rules of Professional Conduct, rule 3-700(D)(2)
6 [Failure to Refund Unearned Fees]

7 16. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
8 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

9 17. Count one is incorporated by reference.

10 18. By failing to refund the \$2,190 in unearned advanced fees, Respondent failed to
11 refund promptly any part of a fee paid in advance that has not been earned.

12 COUNT THREE

13 Case No. 10-O-9584
14 Rules of Professional Conduct, rule 4-100(B)(3)
15 [Failure to Render Accounts of Client Funds]

16 19. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
17 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
18 possession, as follows:

19 20. Counts one and two are incorporated by reference.

20 21. By failing to provide the Valdezes with an accounting of their advanced fees,
21 Respondent failed to render appropriate accounts to a client regarding all funds coming into
22 Respondent's possession.

23 COUNT FOUR

24 Case No. 10-O-9584
25 Rules of Professional Conduct, rule 4-200(A)
26 [Unconscionable Fee]

27 22. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
28 entering into an agreement for, charging, or collecting an unconscionable fee, as follows:

29 23. Counts one through three are incorporated by reference.

30 24. The \$250 "cancellation" or "administrative fee" was described in Respondent's
31 retainer agreement with the Valdezes as a "minimum non-refundable flat fee" to cover

1 administrative costs. The "cancellation" or "administrative fee" was not tied to any legal
2 services performed on behalf of the Valdezes and Respondent did not specifically account for the
3 costs.

4 25. The "file maintenance fee" was not tied to any legal services performed on behalf of
5 the Valdezes and was wholly disproportionate to any time and labor required in maintaining the
6 Valdezes' file.

7 26. By charging the Valdezes a \$250 "cancellation" or "administrative fee" and a \$150
8 "file maintenance fee," Respondent entered into an agreement for, charging, or collecting an
9 unconscionable fee.

10 COUNT FIVE

11 Case No. 10-O-9587
12 Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

13 27. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
14 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

15 28. On or about April 16, 2010, Randy Thompson ("Thompson") employed Respondent
16 to prepare and file a petition for bankruptcy. Thompson agreed to pay \$3,425 in advanced fees
17 in monthly installment payments beginning on or about April 16, 2010. Thompson and
18 Respondent agreed that once the \$3,425 was paid in full, the petition for bankruptcy would be
19 filed.

20 29. Between on or about April 16, 2010, and on or about July 25, 2010, Thompson made
21 monthly installment payments towards the advanced fees. By on or about July 25, 2010,
22 Thompson had paid \$3,425.

23 30. On or about June 28, 2010, Thompson received the letter from Respondent.

24 31. Respondent performed no legal services of value on behalf of Thompson and did not
25 earn the \$3,425 in advanced fees.

26 32. On or about August 9, 2010, Thompson submitted a letter to Respondent, which he
27 received, terminating Respondent's employment and requesting a refund of the \$3,425 in
28 advanced fees.

1 33. By on or about November 5, 2010, Respondent had not returned any of the unearned
2 fees. Then, he made three \$115 payments to Thompson.

3 34. On or about October 13, 2011, Respondent refunded an additional \$2,195 of the
4 unearned fees to Thompson. In so doing, Respondent charged Thompson a \$250 "cancellation
5 fee."

6 35. By failing to refund the unearned fees for approximately three months after
7 Thompson's request for a refund and then only refunding a portion of those unearned fees,
8 Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

9 COUNT SIX

10 Case No. 10-O-9587
11 Rules of Professional Conduct, rule 4-200(A)
[Unconscionable Fee]

12 36. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
13 entering into an agreement for, charging, or collecting an unconscionable fee, as follows:

14 37. Count five is incorporated by reference.

15 38. The \$250 "cancellation fee" was not tied to any legal service performed on behalf of
16 Thompson and effectively penalized Thompson for terminating Respondent's employment.

17 39. By charging Thompson a \$250 "cancellation fee" Respondent entered into an
18 agreement for, charged, or collected an unconscionable fee.

19 COUNT SEVEN

20 Case No. 11-O-10118
21 Rules of Professional Conduct, rule 3-700(A)(2)
[Improper Withdrawal from Employment]

22 40. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by
23 failing, upon termination of employment, to take reasonable steps to avoid reasonably
24 foreseeable prejudice to his client, as follows:

25 41. On or about March 17, 2010, Irma and Rudy Estrada ("the Estradas") employed
26 Respondent to prepare and file a joint bankruptcy petition. The Estradas agreed to pay \$2,590 in
27 advanced fees in monthly installments until paid in full. Respondent and the Estradas agreed that
28 once the advanced fees were paid in full, the petition for bankruptcy would be filed.

1 42. Between on or about March 17, 2010, and July 15, 2010, the Estradas paid a total of
2 \$1,295 in monthly installment payments.

3 43. On or about June 28, 2010, the Estradas received the letter.

4 44. As of on or about June 28, 2010, Respondent effectively withdrew from employment
5 and referred the Estradas to BLS. The Estradas initially agreed to employ BLS but shortly
6 thereafter, terminated BLS.

7 45. Respondent provided no legal services of value to the Estradas. Upon withdrawing,
8 Respondent did not release the Estradas' file to them, did not provide an accounting of the
9 advanced fees, and did not refund any of the unearned fees.

10 46. By failing to make a reasonable inquiry into J. Kevin Benjamin's ability to appear
11 before the Bankruptcy Court, failing to tell the Estradas that J. Kevin Benjamin was not admitted
12 to practice in the Bankruptcy Court, and failing to provide the Estradas with their file,
13 Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably
14 foreseeable prejudice to his client.

15 COUNT EIGHT

16 Case No. 11-O-10118
17 Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

18 47. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
19 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

20 48. Count seven is incorporated by reference.

21 49. On or about October 8, 2010, Maureen Enmark ("Enmark"), an attorney representing
22 the Estradas, sent Respondent a letter, which he received, requesting he return the Estradas'
23 unearned fees. Respondent failed to do so.

24 50. On or about December 21, 2010, Enmark sent a second letter to Respondent, which
25 he received, requesting he return the Estrada's unearned fees. Respondent failed to do so.

26 51. By failing to refund the unearned fees upon his withdrawal, Respondent failed to
27 refund promptly any part of a fee paid in advance that has not been earned.
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1 COUNT NINE

2 Case No. 11-O-10118
3 Rules of Professional Conduct, rule 4-100(B)(3)
4 [Failure to Render Accounts of Client Funds]

5 52. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
6 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
7 possession, as follows:

8 53. Counts seven and eight are incorporated by reference.

9 54. By failing to provide the Estradas with an accounting of the advanced fees,
10 Respondent failed to render appropriate accounts to a client regarding all funds coming into
11 Respondent's possession.

12 COUNT TEN

13 Case No. 11-O-10118
14 Rules of Professional Conduct, rule 4-200(A)
15 [Unconscionable Fee]

16 55. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
17 entering into an agreement for, charging, or collecting an unconscionable fee, as follows:

18 56. Counts seven through nine are incorporated by reference.

19 57. On or about June 8, 2011, refunded \$346 to the Estradas. In so doing, Respondent
20 charged the Estradas a \$250 "administrative fee for costs associated with opening the file" and a
21 \$50 monthly "file maintenance fee" per month for six months for a total of \$300.

22 58. The \$250 "administrative fee" was described in Respondent's retainer agreement with
23 the Estradas as a "minimum non-refundable flat fee" in the event the client terminated the
24 Respondent. The "administrative fee" was not tied to any legal services performed on behalf of
25 the Estradas and was effectively a penalty if the Estradas terminated the Respondent. The
26 Estradas did not terminate the Respondent. Instead, Respondent effectively withdrew from
27 employment.

28 59. The "file maintenance fee" was not tied to any legal services performed on behalf of
the Estradas and was wholly disproportionate to any time and labor required in maintaining the
Estradas' file.

60. By charging the Estradas a \$250 "administrative fee" and a \$300 "file maintenance fee," Respondent entered into an agreement for, charging, or collecting an unconscionable fee.

COUNT ELEVEN

Case No. 11-O-10326
Rules of Professional Conduct, rule 3-700(A)(2)
[Improper Withdrawal from Employment]

61. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by failing, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client, as follows:

62. On or about November 30, 2009, Ernest Ruiz ("Ruiz") employed Respondent to prepare and file a petition for bankruptcy. Ruiz agreed to pay \$2,590 in advanced fees in monthly installments until paid in full. Ruiz and Respondent agreed that once the fees were paid in full, the bankruptcy petition would be filed.

63. Between on or about December 20, 2009, and June 20, 2010, Ruiz paid a total of \$2,590 in monthly installment payments.

64. On or about October 6, 2010, Ruiz contacted KSPLC and informed them he was ready to proceed with filing the bankruptcy petition. Ruiz was directed to BLS. As of at least on or about October 6, 2010, Respondent effectively withdrew from employment. Prior to on or about October 6, 2010, Respondent had not informed Ruiz he was closing KSPLC.

65. In or around the first of November 2010, Ruiz met with a representative of BLS who told Ruiz he would have to pay an additional \$599 for BLS to represent him. Ruiz did not employ BLS.

66. Respondent did not provide any legal services of value to Ruiz. Upon withdrawing, Respondent did not release Ruiz's file to him, did not provide an accounting of the advanced fees, or refund any of Ruiz's unearned fees.

67. By failing to make a reasonable inquiry into J. Kevin Benjamin's ability to appear before the Bankruptcy Court, failing to tell Ruiz that J. Kevin Benjamin was not admitted to practice in the Bankruptcy Court, failing to notify Ruiz he was closing KSPLC, and failing to

1 provide Ruiz with their file, Respondent failed, upon termination of employment, to take
2 reasonable steps to avoid reasonably foreseeable prejudice to his client.

3 COUNT TWELVE

4 Case No. 11-O-10326
5 Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

6 68. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
7 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

8 69. Count eleven is incorporated by reference.

9 70. By failing to refund the unearned fees upon his withdrawal, Respondent failed to
10 refund promptly any part of a fee paid in advance that has not been earned.

11 COUNT THIRTEEN

12 Case No. 11-O-10326
13 Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

14 71. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
15 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
16 possession, as follows:

17 72. Counts eleven and twelve are incorporated by reference.

18 73. By failing to provide Ruiz with an accounting of his advanced fees, Respondent failed
19 to render appropriate accounts to a client regarding all funds coming into Respondent's
20 possession.

21 COUNT FOURTEEN

22 Case No. 10-O-10336
23 Business and Professions Code, section 6068(m)
[Failure to Inform Client of Significant Development]

24 74. Respondent wilfully violated Business and Professions Code, section 6068(m), by
25 failing to keep a client reasonably informed of significant developments in a matter in which
26 Respondent had agreed to provide legal services, as follows:

27 75. On or about June 9, 2010, Sandra Gehringer ("Gehringer") employed Respondent to
28 prepare and file a petition for bankruptcy. Gehringer agreed to pay \$1,890 in advanced fees in

1 monthly installments until paid in full. Gehringer and Respondent agreed that once the advanced
2 fees were paid in full, a bankruptcy petition would be filed.

3 76. Between on or about June 9, 2010, and September 3, 2010, Gehringer paid a total of
4 \$1,890 in installment payments.

5 77. In or around September 2010, Gehringer was contacted by "Giovanni," a
6 representative of Respondent who told her the "Steigerwalt Law Firm" would be handling her
7 bankruptcy. The "Steigerwalt Law Firm" was a new law firm Respondent formed after closing
8 KSPLC.

9 78. Prior to that, Respondent had not informed Gehringer that he was closing KSPLC.
10 The closure of KSPLC was a significant event.

11 79. In or around September 2010, after learning KSPLC was closing, Gehringer
12 contacted "Giovanni" and requested a refund of the unearned fees she had paid to KSPLC,
13 effectively terminating Respondent. Respondent had not performed any legal services of value
14 on behalf of Gehringer. Respondent did not refund any of the unearned fees or provide
15 Gehringer with an accounting of her advanced fees.

16 80. By failing to inform Gehringer that he had dissolved KSPLC and formed a new law
17 firm, Respondent failed to keep a client reasonably informed of significant developments in a
18 matter in which Respondent had agreed to provide legal services.

19 COUNT FIFTEEN

20 Case No. 10-O-10336
21 Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

22 81. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
23 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

24 82. Count fourteen is incorporated by reference.

25 83. On or about March 25, 2011, Gehringer sent a letter to Respondent, which he
26 received, again terminating Respondent and requesting that Respondent return her file and
27 provide her with an accounting and a refund of her unearned fees. Respondent had not
28 performed any legal services of value to Gehringer.

1 84. Respondent never provided Gehringer with her file or a refund of unearned fees.

2 85. By failing to return the unearned fees, Respondent failed to refund promptly any part
3 of a fee paid in advance that has not been earned.

4 COUNT SIXTEEN

5 Case No. 10-O-10336
6 Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

7 86. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
8 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
9 possession, as follows:

10 87. Counts fourteen and fifteen are incorporated by reference.

11 88. By failing to provide Gehringer with an accounting of her advanced fees, Respondent
12 failed to render appropriate accounts to a client regarding all funds coming into Respondent's
13 possession.

14 COUNT SEVENTEEN

15 Case No. 10-O-10336
16 Rules of Professional Conduct, rule 3-700(D)(1)
[Failure to Release File]

17 89. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(1), by
18 failing to release promptly, upon termination of employment, to the client, at the request of the
19 client, all the client papers and property, as follows:

20 90. Counts fourteen through sixteen are incorporated by reference.

21 91. By failing to release Gehringer's file to her, Respondent failed to release promptly,
22 upon termination of employment, to the client, at the request of the client, all the client papers
23 and property.

24 COUNT EIGHTEEN

25 Case No. 10-O-10381
26 Rules of Professional Conduct, rule 3-700(A)(2)
[Improper Withdrawal from Employment]

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92. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by failing, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client, as follows:

93. On or about January 20, 2010, Reinaldo Gonzalez ("Gonzalez") employed Respondent to prepare and file a petition for bankruptcy. Gonzalez agreed to pay \$2,090 in advanced legal fees in monthly installment payments until paid in full. Respondent and Gonzalez agreed that once the fees were paid in full, a bankruptcy petition would be filed.

94. Between on or about January 20, 2010, and April 19, 2010, Gonzlez paid \$2,090 in monthly installment payments.

95. On or about June 28, 2010, Gonzlez received the letter.

96. On or about August 6, 2010, Gonzalez went to the KSPLC office for a pre-arranged appointment. At that time, he was told his bankruptcy was being transferred to BLS. Gonzalez filled out paperwork for BLS. Thereafter, he did not hear from anyone from BLS.

97. Neither Respondent nor BLS provided any legal services of value to Gonzalez. Respondent did not earn any of the \$2,090 Gonzalez paid.

98. As of on or about June 28, 2010, Respondent effectively withdrew from employment. Upon doing so, Respondent did not release Gonzalez's file to him, did not provide him with an accounting, and did not refund any of the unearned fees.

99. By failing to make a reasonable inquiry into J. Kevin Benjamin's ability to appear before the Bankruptcy Court, failing to tell Gonzalez that J. Kevin Benjamin was not admitted to practice in the Bankruptcy Court, and failing to provide Gonzalez with his file, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client.

COUNT NINETEEN

Case No. 10-O-10381
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

100. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

1 101. Count eighteen is incorporated by reference.

2 102. By failing to return any of the unearned fees upon his withdrawal, Respondent
3 failed to refund promptly any part of a fee paid in advance that has not been earned.

4 COUNT TWENTY

5 Case No. 10-O-10381
6 Rules of Professional Conduct, rule 4-100(B)(3)
7 [Failure to Render Accounts of Client Funds]

8 103. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
9 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
10 possession, as follows:

11 104. Counts eighteen and nineteen are incorporated by reference.

12 105. By failing to provide Gonzalez with an accounting of his advanced fees,
13 Respondent failed to render appropriate accounts to a client regarding all funds coming into
14 Respondent's possession.

15 COUNT TWENTY-ONE

16 Case No. 10-O-10535
17 Rules of Professional Conduct, rule 3-700(A)(2)
18 [Improper Withdrawal from Employment]

19 106. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by
20 failing, upon termination of employment, to take reasonable steps to avoid reasonably
21 foreseeable prejudice to his client, as follows:

22 107. On or about June 2, 2010, Harold and Julie Como ("the Comos") employed
23 Respondent to prepare and file a joint petition for bankruptcy. The Comos agreed to pay \$2,590
24 in advanced fees in monthly installment payments. Respondent and the Comos agreed that once
25 the advanced fees were paid in full, a bankruptcy petition would be filed.

26 108. In June 2010, the Comos made two payments towards the advanced fees to
27 Respondent totaling \$790.

28 109. In or about late July 2010, Harold Como went to Respondent's office. When he
arrived, he learned that Respondent's office had closed. Respondent had not informed the
Comos he was closing his office.

110. As of in or about late July 2010, Respondent had effectively withdrawn from employment. Respondent had not preformed any legal services of value to the Comos. Respondent did not release the Como's file to them, did not provide them with an accounting, and did not refund any of the unearned advanced fees upon his withdrawal.

111. On or about August 4, 2010, the Comos were advised that BLS was taking over their bankruptcy case. The Comos did not agree to employ BLS.

112. By failing to make a reasonable inquiry into J. Kevin Benjamin's ability to appear before the Bankruptcy Court, failing to tell the Comos that J. Kevin Benjamin was not admitted to practice in the Bankruptcy Court, failing to notify the Comos he was closing his office, and failing to provide the Comos with their file, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client.

COUNT TWENTY-TWO

Case No. 10-O-10535
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

113. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

114. Count twenty-one is incorporated by reference.

115. By failing to return the Comos unearned fees upon his withdrawal, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT TWENTY-THREE

Case No. 10-O-10535
Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

116. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by failing to render appropriate accounts to a client regarding all funds coming into Respondent's possession, as follows:

117. Counts twenty-one and twenty-two are incorporated by reference.

1 118. By failing to provide the Comos with an accounting of their advanced fees,
2 Respondent failed to render appropriate accounts to a client regarding all funds coming into
3 Respondent's possession.

4 COUNT TWENTY-FOUR

5 Case No. 11-O-10867
6 Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

7 119. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
8 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

9 120. On or about September 5, 2008, Liza Melchor ("Melchor") employed Respondent
10 to prepare and file a petition for bankruptcy. Melchor agreed to pay a total of \$2,290 in
11 advanced fees in monthly installment payments. Respondent and Melchor agreed that once the
12 advanced fees were paid in full, a petition for bankruptcy would be filed.

13 121. Between on or about September 5, 2008, and January 15, 2009, Melchor paid
14 \$2,290 in monthly installments.

15 122. By in or around June 2010, Melchor had not yet provided all of the necessary
16 documents to Respondent in order to prepare and file the petition for bankruptcy.

17 123. On or about June 28, 2010, Melchor received the letter.

18 124. Respondent provided no legal services of value to Melchor. As of on or about
19 June 28, 2010, Respondent effectively withdrew from employment. Respondent did not return
20 any of the unearned advanced fees.

21 125. By failing to return the unearned advanced fees upon his withdrawal, Respondent
22 failed to refund promptly any part of a fee paid in advance that has not been earned.

23 COUNT TWENTY-FIVE

24 Case No. 11-O-10867
25 Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

26 126. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
27 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
28 possession, as follows:

127. Count twenty-four is incorporated by reference.

128. By failing to provide Melchor with an accounting of her advanced fees, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession.

COUNT TWENTY-SIX

Case No. 11-O-10869
Rules of Professional Conduct, rule 3-700(A)(2)
[Improper Withdrawal from Employment]

129. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by failing, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client, as follows:

130. On or about June 24, 2010, Jeffrey Bliesath and Denise Grimsley (“Bliesath and Grimsley”) employed Respondent to prepare and file a joint petition for bankruptcy. On that same date, Bliesath and Grimsley paid Respondent \$2,390 in advanced fees.

131. On or about June 28, 2010, Bliesath and Grimsely received the letter.

132. On or about August 26, 2010, Bliesath and Grimsely went to KSPLC for a pre-arranged appointment. When they arrived they were met by a representative from BLS who told them BLS was now assigned to their bankruptcy. Bliesath and Grimsely agreed to employ BLS.

133. As of on or about June 28, 2010, Respondent effectively withdrew from employment. Respondent provided no legal services of value to Bliesath and Grimsely. Upon his withdrawal Respondent did not return Bliesath and Grimsely's file, did not provide them with an accounting, and did not refund their unearned fees.

134. Bliesath and Grimsley did not hear from BLS until in or around December 2010. At that time, a representative from BLS requested they provide BLS with certain documents and requested they pay an additional \$395.

135. By failing to make a reasonable inquiry into J. Kevin Benjamin's ability to appear before the Bankruptcy Court, failing to tell Bliesath and Grimsely that J. Kevin Benjamin was not admitted to practice in the Bankruptcy Court, and failing to provide Bliesath and Grimsley

1 with their file, Respondent failed, upon termination of employment, to take reasonable steps to
2 avoid reasonably foreseeable prejudice to his client.

3 COUNT TWENTY-SEVEN

4 Case No. 10-O-10869
5 Rules of Professional Conduct, rule 3-700(D)(2)
6 [Failure to Refund Unearned Fees]

7 136. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
8 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

9 137. Count twenty-six is incorporated by reference.

10 138. On or about December 28, 2010, Bliesath and Grimsely sent Respondent a letter,
11 which he received, requesting Respondent return the \$2,390 in unearned fees.

12 139. Between in or about August 2011 and November 2011, Respondent refunded the
13 unearned fees.

14 140. By failing to return the unearned fees upon his withdrawal, Respondent failed to
15 refund promptly any part of a fee paid in advance that has not been earned.

16 COUNT TWENTY-EIGHT

17 Case No. 11-O-10869
18 Rules of Professional Conduct, rule 4-100(B)(3)
19 [Failure to Render Accounts of Client Funds]

20 141. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
21 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
22 possession, as follows:

23 142. Counts twenty-six and twenty-seven are incorporated by reference.

24 143. By failing to provide Bliesath and Grimsely with an accounting of their advanced
25 fees, Respondent failed to render appropriate accounts to a client regarding all funds coming into
26 Respondent's possession.

27 COUNT TWENTY-NINE

28 Case No. 11-O-11522
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

144. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

145. On or about May 14, 2010, Jerry Morey and Joanne Morey (“the Moreys”) employed Respondent to prepare and file a joint petition for bankruptcy. The Moreys agreed to pay \$3,460 in advanced fees in monthly installment payments. Respondent and the Moreys agreed that once the advanced fees were paid in full, the petition for bankruptcy would be filed.

146. Between on or about May 14, 2010 and on or about July 12, 2010, the Moreys paid a total of \$3,460 in installment payments.

147. In or about August 2010, the Moreys met with D.J. Rausa, an attorney in Respondent's newly formed Steigerwalt Law Firm. During that meeting the Moreys concluded the payment terms of a Chapter 13 Bankruptcy were unmanageable.

148. On or about August 20, 2010, the Moreys terminated Respondent and requested a refund of any unearned fees. Respondent had not earned the entire \$3,460.

149. On or about November 5, 2010, the Moreys received a letter from Respondent agreeing to refund \$1,800 in monthly installment payments of \$90. The Respondent did not provide the Moreys with an accounting. Thereafter, Respondent made three payments of \$90, then ceased making further payments.

150. By failing to refund the Morey's unearned fees for three months and then only refunding a portion of those fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT THIRTY

Case No. 11-O-11522
Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

151. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by failing to render appropriate accounts to a client regarding all funds coming into Respondent's possession, as follows:

152. Count twenty-nine is incorporated by reference.

153. By failing to provide an accounting the Moreys for the \$3,460 they paid, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession.

COUNT THIRTY-ONE

Case No. 11-O-12350
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

154. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

155. On or about June 25, 2010, Ruben Camacho Sr., employed Respondent to represent his son, Ruben Camacho, in a misdemeanor criminal matter in San Diego Central Court. Ruben Camacho Sr. paid Respondent a \$4,000 "flat fee."

156. On or about June 30, 2010, the Camachoes learned through a news report that KSPLC was closing.

157. On or about June 30, 2010, the Camachoes went to Respondent's office and requested a refund, effectively terminating Respondent. Respondent had not performed any legal services of value and had not earned the \$4,000.

158. Between on or about June 30, 2010, and on or about January 15, 2011, the Camachoes made repeated requests for a refund of the unearned fees. Respondent received the requests but failed to refund the unearned fees and failed to provide an accounting.

159. By failing to refund the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT THIRTY-TWO

Case No. 11-O-12350
Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

160. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by failing to render appropriate accounts to a client regarding all funds coming into Respondent's possession, as follows:

161. Count thirty-one is incorporated by reference.

162. By failing to provide the Camachoes with an accounting of the \$4,000, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession.

COUNT THIRTY-THREE

Case No. 11-O-12557
Rules of Professional Conduct, rule 3-700(A)(2)
[Improper Withdrawal from Employment]

163. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by failing, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client, as follows:

164. On or about December 30, 2009, Jeremy Williams ("Williams") employed Respondent to prepare and file a petition for bankruptcy. Williams agreed to pay a total of \$2,590 in advanced fees in monthly installment payments. Williams and Respondent agreed that once the fees were paid in full, a petition for bankruptcy would be filed.

165. Between on or about December 30, 2009, and on or about August 12, 2010, Williams paid \$2,590 in advanced fees.

166. On or about June 28, 2010, Williams received the letter.

167. As of on or about June 28, 2010, Respondent effectively withdrew from employment. Respondent performed no legal services of value to Williams.

168. In or about late August 2010, "Mary" a representative of Respondent, told Williams KSPLC would no longer be handling his case and that BLS would take over his case. Williams did not agree to have BLS represent him and requested Respondent return his \$2,590.

169. Respondent did not provide Williams with an accounting and did not return the unearned advanced fees or provide Williams with his file.

170. By failing to make a reasonable inquiry into J. Kevin Benjamin's ability to appear before the Bankruptcy Court, failing to tell Williams that J. Kevin Benjamin was not admitted to practice in the Bankruptcy Court, and failing to provide Williams with his file, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client.

1 COUNT THIRTY-FOUR

2 Case No. 11-O-12557
3 Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

4 171. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
5 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

6 172. Count thirty-three is incorporated by reference.

7 173. By failing to refund the unearned fees, Respondent failed to refund promptly any
8 part of a fee paid in advance that has not been earned.

9 COUNT THIRTY-FIVE

10 Case No. 11-O-12557
11 Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

12 174. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
13 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
14 possession, as follows:

15 175. Counts thirty-three and thirty-four are incorporated by reference.

16 176. By failing to provide Williams with an accounting of his advanced fees,
17 Respondent failed to render appropriate accounts to a client regarding all funds coming into
18 Respondent's possession.

19 COUNT THIRTY-SIX

20 Case No. 11-O-13266
21 Rules of Professional Conduct, rule 3-700(A)(2)
[Improper Withdrawal from Employment]

22 177. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by
23 failing, upon termination of employment, to take reasonable steps to avoid reasonably
24 foreseeable prejudice to his client, as follows:

25 178. On or about April 8, 2010, Joe and Rosa Diaz ("the Diazes") employed
26 Respondent to prepare and file a joint petition for bankruptcy. On or about the same date, the
27 Diazes paid \$2,590 in advanced fees.

28 179. On or about June 28, 2010, the Diazes received the letter.

180. As of on or about June 28, 2010, Respondent effectively withdrew from employment. Respondent provided no legal services of value to the Diazes. Upon his withdrawal, Respondent did not release the Diazes file to them, provide them with an accounting, or refund their unearned fees.

181. On or about August 6, 2010, the Diazes went to the Respondent's office for a pre-arranged appointment. There, the Diazes were met by a representative from BLS who told them BLS would take over their bankruptcy. The Diazes agreed to employ BLS. Thereafter, BLS provided no legal services of value to the Diazes.

182. By failing to make a reasonable inquiry into J. Kevin Benjamin's ability to appear before the Bankruptcy Court, failing to tell the Diazes that J. Kevin Benjamin was not admitted to practice in the Bankruptcy Court, and failing to provide the Diazes with their file, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client.

COUNT THIRTY-SEVEN

Case No. 11-O-13266
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

183. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

184. Count thirty-six is incorporated by reference.

185. By failing to return the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT THIRTY-EIGHT

Case No. 11-O-13266
Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

186. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by failing to render appropriate accounts to a client regarding all funds coming into Respondent's possession, as follows:

187. Counts thirty-six through thirty-seven are incorporated by reference.

1 188. By failing to provide the Diazes with an accounting of their advanced fees,
2 Respondent failed to render appropriate accounts to a client regarding all funds coming into
3 Respondent's possession.

4 COUNT THIRTY-NINE

5 Case No. 11-O-13525
6 Rules of Professional Conduct, rule 3-700(A)(2)
[Improper Withdrawal from Employment]

7 189. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by
8 failing, upon termination of employment, to take reasonable steps to avoid reasonably
9 foreseeable prejudice to his client, as follows:

10 190. On or about April 29, 2010, Robert and Selena Dimal ("the Dimals") employed
11 Respondent to prepare and file a joint petition for bankruptcy. The Dimals agreed to pay a total
12 of \$3,460 in advanced fees. The Dimals and Respondent agreed they would pay a minimum of
13 \$2,560 in installments, at which time the bankruptcy petition would be filed.

14 191. Between on or about April 29, 2010, and on or about June 17, 2010, the Dimals
15 paid \$2,560 in installments.

16 192. On or about June 28, 2010, the Dimals received the letter.

17 193. Between on or about July 23, 2010, and July 29, 2010, the Dimals repeatedly
18 telephoned Respondent to inquire about the status of the bankruptcy petition. Each time they
19 called, they reached a voice mail, and left a message which Respondent received. Respondent
20 did not return their telephone calls.

21 194. Between on or about July 23, 2010, and July 29, 2010, Selena Dimal went to
22 Respondent's office and discovered it was closed.

23 195. As of on or about June 28, 2010, Respondent effectively withdrew from
24 employment. Respondent did not file the Dimals' petition for bankruptcy or perform any legal
25 legal services of value. Respondent did not refund the Dimals' unearned fee or provide them an
26 accounting or their file.

196. On or about July 20, 2010, a representative of KSPLC told the Dimal's KSPLC went out of business and that the newly formed, Steigerwalt Law Firm would handle their bankruptcy.

197. On or about August 4, 2010, the Dimalas met with D.J. Rausa, an attorney with the Steigerwalt Law firm, regarding their bankruptcy. D.J. Rausa told the Dimalas they would have to pay an additional \$1,700 for the Steigerwalt Law firm to represent them.

198. On or about August 18, 2010, Selena Dimal sent a letter to Respondent, which he received, requesting a refund of their unearned fees and their file. Respondent did not respond.

199. By failing to notify the Dimals his office was closing and failing to return their file upon his withdrawal, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client.

COUNT FORTY

Case No. 11-O-13525
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

200. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

201. Count thirty-nine is incorporated by reference.

202. By failing to refund the unearned fees upon his withdrawal, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT FORTY-ONE

Case No. 11-O-13525
Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

203. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by failing to render appropriate accounts to a client regarding all funds coming into Respondent's possession, as follows:

204. Counts thirty-nine and forty are incorporated by reference.

205. By failing to provide the Dimals with an accounting of their advanced fees, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession.

COUNT FORTY-TWO

Case No. 11-O-13525
Rules of Professional Conduct, rule 4-200(A)
[Unconscionable Fee]

206. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an unconscionable fee, as follows:

207. Counts thirty-nine through forty-one are incorporated by reference.

208. On or about March 30, 2011, Respondent refunded \$255 to the Dimals. In so doing, Respondent charged the Dimals a \$250 "Cancellation Fee" and a "monthly" fee of \$50 for a total of \$200.

209. The \$250 "cancellation fee" was described in Respondent's retainer agreement with the Dimals as a "minimum non-refundable flat fee" in the event the client terminated the Respondent prior to completion of the representation. The "cancellation fee" was not tied to any legal services performed on behalf of the Dimals and was effectively a penalty if the Dimals terminated the Respondent. The Dimals did not terminate the Respondent. Instead, Respondent effectively withdrew from employment.

210. The “monthly fee” was not tied to any legal services performed on behalf of the Dimals and was wholly disproportionate to any time and labor required in maintaining the Dimals’ file.

211. By charging a \$250 "Cancellation Fee" and a total of \$200 in "monthly" fees, Respondent entered into an agreement for, charging, or collecting an unconscionable fee.

COUNT FORTY-THREE

Case No. 11-O-15850
Rules of Professional Conduct, rule 3-700(A)(2)
[Improper Withdrawal from Employment]

212. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by failing, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client, as follows:

213. On or about December 30, 2009, Victoria Brooks (“Brooks”) employed Respondent to prepare and file a petition for bankruptcy. Brooks agreed to pay \$2,290 in advanced fees in monthly installments until paid in full. Respondent and Brooks agreed that once the fees were paid in full, the bankruptcy petition would be filed.

214. Between on or about December 30, 2009, and July 6, 2010, Brooks paid \$1,374 in monthly installment payments.

215. In or about June 2010, a representative of KSPLC told Brooks KSPLC was going out of business and that another attorney would take over her bankruptcy. Respondent referred Brooks to BLS. As of in or about June 2010, Respondent effectively withdrew from employment. Respondent provided no legal services of value to Brooks. Upon withdrawing, Respondent did not release Brooks' file to her, did not provide her with an accounting, and did not refund any of Brooks' unearned fees.

216. Brooks agreed to employ BLS. Thereafter, BLS provided no legal services of value to Brooks.

217. By failing to make a reasonable inquiry into J. Kevin Benjamin's ability to appear before the Bankruptcy Court, failing to tell Brooks that J. Kevin Benjamin was not admitted to practice in the Bankruptcy Court, and failing to provide Brooks with her file, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client.

COUNT FORTY-FOUR

Case No. 11-O-15850
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

218. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

219. Count forty-three is incorporated by reference.

1 220. By failing to refund the unearned fees upon his withdrawal, Respondent failed to
2 refund promptly any part of a fee paid in advance that has not been earned.

3 COUNT FORTY-FIVE

4 Case No. 11-O-15850
5 Rules of Professional Conduct, rule 4-100(B)(3)
6 [Failure to Render Accounts of Client Funds]

7 221. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
8 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
9 possession, as follows:

10 222. Count forty-four is incorporated by reference.

11 223. By failing to provide Brooks with an accounting of her unearned fees, Respondent
12 failed to render appropriate accounts to a client regarding all funds coming into Respondent's
13 possession.

14 COUNT FORTY-SIX

15 Case No. 11-O-15850
16 Rules of Professional Conduct, rule 4-200(A)
17 [Unconscionable Fee]

18 224. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
19 entering into an agreement for, charging, or collecting an unconscionable fee, as follows:

20 225. Counts forty-three through forty-five are incorporated by reference.

21 226. On or about September 8, 2011, Brooks mailed a letter to Respondent, which he
22 received, demanding a refund and an accounting.

23 227. On or about September 29, 2011, Respondent refunded Brooks \$368.25. In so
24 doing, Respondent charged Brooks a \$250 "Cancellation Fee" and a "Monthly Maintenance Fee"
25 of \$50 per month for a total of \$350.

26 228. The \$250 "cancellation fee" was described in Respondent's retainer agreement
27 with Brooks as a "minimum non-refundable flat fee" in the event the client terminated the
28 Respondent prior to completion of the representation. The "cancellation fee" was not tied to any
legal services performed on behalf of Brooks and was effectively a penalty if Brooks terminated

1 the Respondent. Brooks did not terminate the Respondent. Instead, Respondent effectively
2 withdrew from employment.

3 229. The "monthly maintenance fee" was not tied to any legal services performed on
4 behalf of Brooks and was wholly disproportionate to any time and labor required in maintaining
5 the Brooks' file.

6 230. By charging a \$250 "Cancellation Fee" and a \$350 "Monthly Maintenance Fee,"
7 Respondent entered into an agreement for, charging, or collecting an unconscionable fee.

8 COUNT FORTY-SEVEN

9 Case No. 11-O-16053
10 Rules of Professional Conduct, rule 3-700(A)(2)
[Improper Withdrawal from Employment]

11 231. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by
12 failing, upon termination of employment, to take reasonable steps to avoid reasonably
13 foreseeable prejudice to his client, as follows:

14 232. On or about April 9, 2010, Ruby Hume ("Hume") employed Respondent to
15 prepare and file a petition for bankruptcy. On or about April 9, 2010, Hume paid \$2,590 in
16 advanced fees. Thereafter, Respondent provided no legal services of value to Hume and did not
17 file a petition for bankruptcy on her behalf.

18 233. On or about August 23, 2010, Respondent sent Hume a letter stating that KSPLC
19 was closing, Respondent needed to make arrangements to complete her case, and that if she
20 failed to contact them within 14 days, Respondent would close her case and destroy her file.
21 Thereafter, Hume spoke with a representative from KSPLC who told Hume another law firm
22 would handle her bankruptcy. After on or about September 1, 2010, Hume had no further
23 contact with Respondent or KSPLC regarding completion of her bankruptcy.

24 234. As of on or about August 23, 2010, Respondent effectively withdrew from
25 employment. Upon withdrawing, Respondent did not release Hume's file to her, did not provide
26 her with an accounting, and did not refund any of her unearned fees.

27 235. By failing to perform any legal services of value on behalf of Hume, failing to
28 release her file upon his withdrawal, and failing to take any reasonable steps to avoid reasonably

1 foreseeable prejudice to Hume, Respondent failed, upon termination of employment, to take
2 reasonable steps to avoid reasonably foreseeable prejudice to his client.

3 COUNT FORTY-EIGHT

4 Case No. 11-O-16053
5 Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

6 236. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
7 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

8 237. Count forty-seven is incorporated by reference.

9 238. By failing to refund the unearned fees upon his withdrawal, Respondent failed to
10 refund promptly any part of a fee paid in advance that has not been earned.

11 COUNT FORTY-NINE

12 Case No. 11-O-16053
13 Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

14 239. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
15 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
16 possession, as follows:

17 240. Counts forty-six through forty-seven are incorporated by reference.

18 241. By failing to provide an accounting to Hume for her advanced fees, Respondent
19 failed to render appropriate accounts to a client regarding all funds coming into Respondent's
20 possession.

21 COUNT FIFTY

22 Case No. 11-O-16305
23 Rules of Professional Conduct, rule 3-700(A)(2)
[Improper Withdrawal from Employment]

24 242. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(A)(2), by
25 failing, upon termination of employment, to take reasonable steps to avoid reasonably
26 foreseeable prejudice to his client, as follows:

27 243. On or about April 17, 2010, LaDarien LaBlue ("LaBlue") employed Respondent
28 to prepare and file a petition for bankruptcy. LaBlue agreed to pay a total of \$2,590 in advanced

1 fees in monthly installments. Respondent and LaBlue agreed that once the fees were paid in full,
2 the bankruptcy petition would be filed.

3 244. Between on or about April 26, 2010, and January 16, 2011, LaBlue paid a total of
4 \$2,590 in monthly installments.

5 245. In or about late June 2010, Respondent closed KSPLC. Respondent did not
6 inform LaBlue in or around late June 2010, that he had closed KSPLC. In or around January
7 2011, LaBlue learned from television that KSPLC had closed.

8 246. After learning from television that KSPLC had closed, LaBlue called Respondent
9 numerous times and left messages. In or around January or February 2011, a representative of
10 Respondent's called LaBlue and told him KSPLC was closed. LaBlue requested his file and a
11 refund of the unearned fees.

12 247. As of in or about late June 2010, Respondent effectively withdrew from
13 employment. Respondent did not provide LaBlue with any legal services of value. Upon
14 withdrawing, Respondent did not release LaBlue's file to him, did not provide him with an
15 accounting, and did not refund any of LaBlue's unearned fees.

16 248. By failing to notify LaBlue KSPLC was closing, and failing to provide LaBlue
17 with his file, Respondent failed, upon termination of employment, to take reasonable steps to
18 avoid reasonably foreseeable prejudice to his client.

19 COUNT FIFTY-ONE

20 Case No. 11-O-16305
21 Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

22 249. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
23 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

24 250. Count fifty is incorporated by reference.

25 251. By failing to refund the unearned fees, Respondent failed to refund promptly any
26 part of a fee paid in advance that has not been earned.

1 COUNT FIFTY-TWO

2 Case No. 11-O-16305
3 Rules of Professional Conduct, rule 4-100(B)(3)
4 [Failure to Render Accounts of Client Funds]

5 252. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
6 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
7 possession, as follows:

8 253. Counts fifty and fifty-one are incorporated by reference.

9 254. By failing to provide LaBlue with an accounting of his advanced fees,
10 Respondent failed to render appropriate accounts to a client regarding all funds coming into
11 Respondent's possession.

12 COUNT FIFTY-THREE

13 Case No. 11-O-16305
14 Business and Professions Code, section 6106
15 [Moral Turpitude]

16 255. Respondent wilfully violated Business and Professions Code, section 6106, by
17 committing an act involving moral turpitude, dishonesty or corruption, as follows:

18 256. Counts fifty through fifty-two are incorporated by reference.

19 257. Respondent willfully or with gross negligence, collected legal fees from LaBlue
20 after he effectively withdrew from employment and without intending to perform legal services
21 on behalf of LaBlue.

22 258. By collecting monthly installment payments from LaBlue for approximately
23 seven months after withdrawing from employment and without intending to perform legal
24 services on behalf of LaBlue, Respondent committed an act involving moral turpitude,
25 dishonesty or corruption.

26 COUNT FIFTY-FOUR

27 Case No. 10-O-5123
28 Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

1 259. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by
2 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as
3 follows:

4 260. On or about June 15, 2007, Lorenia Campos ("Campos") employed Respondent
5 to represent her father, Gustavo Suarez Sr. ("Suarez") in a criminal matter pending in the
6 Imperial County Superior Court. Suarez had been convicted of multiple counts of violation of
7 Penal Code section 288(a), in Imperial County Superior Court case number JCF 18746.
8 Respondent was employed to: 1) evaluate the case for trial issues and; 2) attempt to file a motion
9 for new trial and/or represent Suarez at sentencing. Campos paid a \$20,000 flat fee.

10 261. On or about July 26, 2007, Gerald Smith ("Smith"), an associate in Respondent's
11 firm acting under Respondent's supervision, filed a Substitution of Counsel and a Motion to
12 Continue Suarez's sentencing. Smith cited the need to order the transcripts from the underlying
13 trial ("the transcripts"), in order to evaluate grounds for a motion for a new trial, as among the
14 reasons why a continuance was necessary. Sentencing was continued to October 22, 2007.

15 262. By on or around the first of October 2007, neither Respondent nor any associate
16 under his supervision had ordered the transcripts and had not evaluated possible grounds to file a
17 motion for a new trial.

18 263. On or about October 15, 2007, Smith, under Respondents' supervision, filed a
19 second Motion to Continue Sentencing, requesting an additional three months because he had not
20 yet received the transcripts.

21 264. On or about October 29, 2007, the Court convened Suarez's case for the Motion
22 to Continue and for sentencing. Respondent arranged for Hector J. Tamayo ("Tamayo"), an
23 appearance attorney, to appear for Respondent's office on behalf of Suarez. Tamayo was not
24 prepared to represent Suarez for purposes of sentencing. The Court denied the Motion to
25 Continue and sentenced Suarez to twenty-two years in prison.

26 265. Neither Respondent nor any associate under his supervision, reviewed Suarez's
27 case for issues at the trial level including timely ordering and reviewing the transcripts for
28 grounds to file a motion for a new trial, filing a motion for a new trial, or preparing for and

1 providing a substantive argument for purposes of sentencing including: 1) filing a sentencing
2 memorandum; 2) reviewing the probation officer's report prepared for sentencing or; 3)
3 presenting letters of support to the Court that Campos had provided to Respondent on behalf of
4 Suarez.

5 266. Respondent provided no legal services of value to Suarez.

6 267. In or about late 2007, Campos requested Respondent provide her with an
7 accounting and a refund of unearned fees. Respondent did neither.

8 268. In or about early 2008, Campos again requested Respondent provide her with an
9 accounting and a refund of unearned fees. Respondent did neither.

10 269. By failing to review Suarez's case for issues at the trial level including timely
11 ordering and reviewing the transcripts for grounds to file a motion for a new trial, failing to file a
12 motion for a new trial, sending an unprepared appearance attorney to represent Suarez's interests
13 at sentencing, or failing to prepare for and provide a substantive argument for purposes of
14 sentencing, Respondent intentionally, recklessly, or repeatedly failed to perform legal services
15 with competence.

16 COUNT FIFTY-FIVE

17 Case No. 10-O-05123
18 Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

19 270. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
20 failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

21 271. Count fifty-four is incorporated by reference.

22 272. By failing to refund the unearned fees, Respondent failed to refund promptly any
23 part of a fee paid in advance that has not been earned.

24 COUNT FIFTY-SIX

25 Case No. 10-O-05123
26 Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

1 273. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
2 failing to render appropriate accounts to a client regarding all funds coming into Respondent's
3 possession, as follows:

4 274. Counts fifty-four and fifty-five are incorporated by reference.

5 275. By failing to provide Campos with an accounting of the \$20,000, Respondent
6 failed to render appropriate accounts to a client regarding all funds coming into Respondent's
7 possession.

8
9 **NOTICE - INACTIVE ENROLLMENT!**

10 **YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR**
11 **COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE**
12 **SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL**
13 **THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO**
14 **THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN**
15 **INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE**
16 **ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE**
17 **RECOMMENDED BY THE COURT.**


18
19 **NOTICE - COST ASSESSMENT!**

20 **IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC**
21 **DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS**
22 **INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING**
23 **AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND**
24 **PROFESSIONS CODE SECTION 6086.10.**

25 Respectfully submitted,

26 THE STATE BAR OF CALIFORNIA
27 OFFICE OF THE CHIEF TRIAL COUNSEL

28 DATED: 12/13/11

By: 
Melanie J. Lawrence
Acting Supervising Trial Counsel

DECLARATION OF SERVICE BY CERTIFIED MAIL

CASE NUMBER: 10-O-9584; 10-O-9587, 11-O-10118, 11-O-10326, 10-O-10336, 11-O-10381, 10-O-10535, 11-O-10867, 11-O-10869, 11-O-11522, 11-O-12350, 11-O-12557, 11-O-13266, 11-O-13525, 11-O-15850, 11-O-16053, 11-O-16305, 10-O-5123

I, the undersigned, over the age of eighteen (18) years, whose business address and place of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California 90015, declare that I am not a party to the within action; that I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service; that in the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day; that I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit; and that in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles, on the date shown below, a true copy of the within

NOTICE OF DISCIPLINARY CHARGES

in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article No.: 7196 9008 9111 0444 1272, at Los Angeles, on the date shown below, addressed to:

**John Masnica
2828 University Ave., Ste. 102
San Diego, CA 92104**

in an inter-office mail facility regularly maintained by the State Bar of California addressed to:

N/A

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: December 13, 2011

Signed: *Sandra Reynolds*

**Sandra Reynolds
Declarant**