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State Bar Court of California Hearing Department Los Angeles DISBARMENT			PUBLIC MATTER
Counsel For The State Bar Erin McKeown Joyce Deputy Trial Counsel State Bar of California 1149 South Hill Street Los Angeles, CA 90015-2299 Telephone: (213) 765-1356 Facsimile: (213) 765-1319 Bar # 149946	Case Number(s): 10-O-835 10-O-4051 10-O-7419 10-O-7956 10-O-8544 10-O-8862 10-O-8865 10-O-8869 10-O-8912 10-O-10002	For Court use only <div style="text-align: center;"> FILED NOV 09 2011 STATE BAR COURT CLERK'S OFFICE LOS ANGELES </div>	
Counsel For Respondent Paul Jean Virgo P. O. Box 67682 Los Angeles, CA 90067-0682 Telephone: (310) 642-6900 Facsimile: (310) 785-9081 Bar # 67900	Additional Case Nos. are listed on the attached Page 1a		
In the Matter of: THOMAS PATRICK GIORDANO Bar # 155548 A Member of the State Bar of California (Respondent)	Submitted to: Assigned Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT DISBARMENT <input type="checkbox"/> PREVIOUS STIPULATION REJECTED		

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 16, 1991.
- (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.



**Additional Case Numbers filed in connection with the
stipulated disbarment in Case No. 10-O-835**

10-O-10011
10-O-10654
10-O-10708
10-O-10939
10-O-11034
10-O-11204
11-O-10580
11-O-10931
11-O-11350
11-O-11822
11-O-11827
11-O-12108
11-O-12258
11-O-13291
11-O-13439
11-O-13811
11-O-14209
11-O-14304
11-O-14810
11-O-14813
11-O-14898
11-O-15182
11-O-15278
11-O-15439
11-O-15504
11-O-15521
11-O-15657
11-O-15692
11-O-15698
11-O-15700
11-O-15817
11-O-15914
11-O-16174

- (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 (26) pages, not including the order.
- (4) A statement of acts or omissions acknowledged by respondent as cause or causes for discipline is included under "Facts."
- (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
 - (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.
- (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. The number of matters reflect that Respondent has engaged in 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. Throughout this proceeding, Respondent cooperated fully with the State Bar, answered the questions that were posed by the State Bar, and entered into this comprehensive stipulation acknowledging his misconduct.
- (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.

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- (10) ☐ **Family Problems:** At the time of the misconduct, respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) ☐ **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) ☐ **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) ☐ **No mitigating circumstances** are involved.

Additional mitigating circumstances:

None.

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.
- (3) ☐ **Other:**

The attachment to the stipulation re facts, conclusions of law and disposition comprises pages 6 through 25.

ATTACHMENT TO

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

In the Matter of Thomas Patrick Giordano

Case Nos. 10-O-835, 10-O-4051, 10-O-7419, 10-O-7956, 10-O-8544, 10-O-8862, 10-O-8865, 10-O-8869, 10-O-8912, 10-O-10002, 10-O-10011, 10-O-10654, 10-O-10708, 10-O-10939, 10-O-11034, 10-O-11204, 11-O-10580, 11-O-10931, 11-O-11350, 11-O-11822, 11-O-11827, 11-O-12108, 11-O-12258, 11-O-13291, 11-O-13439, 11-O-13811, 11-O-14209, 11-O-14304, 11-O-14810, 11-O-14813, 11-O-14898, 11-O-15182, 11-O-15278, 11-O-15439, 11-O-15504, 11-O-15521, 11-O-15657, 11-O-15692, 11-O-15698, 11-O-15700, 11-O-15817, 11-O-15914, 11-O-16174

PENDING PROCEEDINGS:

The disclosure date referred to on page two, paragraph A.(7), was October 17, 2011.

Respondent admits that the following facts are true and that he is culpable of violations of the specified Rules of Professional Conduct and Business and Professions Code sections.

10-O-835

FACTS

1. On July 6, 2009, L.V. Stearns hired Respondent for a loan modification. Stearns paid Respondent \$2,900 for the loan modification.
2. On November 12, 2009, Respondent obtained from Stearns a hold harmless agreement from any and all claims, demands, causes of action, or lawsuits involving Stearns' loan modification.
3. When he obtained the hold harmless agreement from Stearns, Respondent failed to inform Stearns in writing that Stearns could consult with an independent attorney about the agreement.
4. When he obtained the hold harmless agreement from Stearns, Respondent did not provide Stearns with a reasonable opportunity to seek the advice of an independent attorney.

CONCLUSIONS OF LAW

By entering the hold harmless agreement without giving Stearns notice in writing that Stearns could seek the advice of an independent attorney about the agreement, and failing to give Stearns a reasonable opportunity to seek that advice, Respondent settled a claim or potential claim for Respondent's liability to the client for Respondent's professional malpractice, without informing the client in writing that the client may seek the advice of an independent lawyer of

the client's choice regarding the settlement and giving the client a reasonable opportunity to seek that advice in wilful violation of Rule of Professional Conduct 3-400(B).

Case No. 10-O-4051

FACTS

1. On June 13, 2009, Selim and Tamara Yildiz hired Respondent for a loan modification. The Yildizes paid Respondent \$2,900.
2. Respondent was unable to secure a loan modification for the Yildizes. His office told the clients that Respondent would file a bankruptcy petition to prevent the foreclosure of their residence.
3. Respondent did not file the bankruptcy before the foreclosure on the Yildizes residence.

CONCLUSIONS OF LAW

By failing to file the bankruptcy petition for the Yildizes before the foreclosure of their residence, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 10-O-7419

FACTS

1. On September 19, 2009, Paul Rogers hired Respondent for a loan modification. Rogers paid Respondent \$2,900.
2. Respondent provided no legal services to Rogers to secure a loan modification.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Rogers, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 10-O-7956

FACTS

1. On April 26, 2010, Steven Hoang hired Respondent for a Chapter 13 bankruptcy. Hoang paid Respondent \$3,374.
2. Respondent provided no legal services to Hoang in connection with the Chapter 13 bankruptcy for Hoang.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Hoang, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 10-O-8544

FACTS

1. On September 30, 2009, Cynthia Reed hired Respondent for a loan modification. Reed paid Respondent \$3,900.
2. Respondent was unable to secure a loan modification for Reed. Respondent's office did not notify Reed that the modification had been denied or that a trustee's sale was scheduled, until the day prior to the trustee's sale.

CONCLUSIONS OF LAW

By failing to notify Reed that the loan modification had been denied and that the trustee's sale was scheduled until the day before the trustee's sale, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 10-O-8862

FACTS

1. On May 15, 2009, Audrey Hepburn hired Respondent for a loan modification. Hepburn paid Respondent \$3,500.
2. Respondent provided no legal services of value to Hoang in connection with the loan modification.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Hepburn, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 10-O-8865

FACTS

1. On May 10, 2010, Exomar Brown hired Respondent for a Chapter 11 bankruptcy to save several properties owned by Brown. Brown paid Respondent a total of \$17,000.
2. Instead of filing a Chapter 11 petition on behalf of Brown, as set for the in the attorney-client agreement, Respondent filed a Chapter 13 petition for Brown.

3. However, Respondent failed to file all necessary schedules, which led to the dismissal of the petition.

4. Brown's home was foreclosed by the bank once the petition was dismissed. Despite his receipt of the notice of the sale of Brown's home, Respondent did not notify Brown of the sale or the dismissal of the petition. Brown learned of the sale after it was concluded.

CONCLUSIONS OF LAW

By failing to file the necessary schedules for Brown's petition and failing to notify Brown of the dismissal of the petition and the sale of his home, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 10-O-8869

FACTS

1. On September 14, 2009, Princis Scott hired Respondent for a loan modification. Scott paid Respondent \$2,900.

2. Respondent provided no legal services of value to Scott in connection with the loan modification.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Scott, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 10-O-8912

FACTS

1. On December 22, 2009, Cheryl Watson hired Respondent for a bankruptcy matter. Watson paid Respondent \$3,174.

2. Respondent filed a Chapter 13 petition for Watson. Under the attorney-client agreement, Respondent agreed to file a motion to strip the second mortgage on Watson's property.

3. However, Respondent failed to file any motion to strip the second mortgage.

4. Watson's plan was rejected by the court since she did not make all required payments to the holder of the second mortgage, since the motion to strip the second mortgage was never filed.

CONCLUSIONS OF LAW

By failing to file the motion to strip the second mortgage as contracted on behalf of Watson, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 10-O-10002

FACTS

1. On March 25, 2010, Florastene Holden hired Respondent to file a Chapter 11 bankruptcy petition in order to save several properties owned by Holden. Holden paid advanced fees of \$14,200.
2. Respondent filed a Chapter 11 petition for Holden. However, Respondent failed to complete the legal services required for confirmation of the plan.
3. Accordingly, Holden's petition was dismissed. Holden ultimately lost the properties she was attempting to salvage with the bankruptcy filing.

CONCLUSIONS OF LAW

By failing to complete the legal services for which he was hired on behalf of Holden, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 10-O-10011

FACTS

1. On June 23, 2008, Jeanette Cwaliszewski hired Respondent for a personal injury matter.
2. Respondent settled the personal injury matter for the policy limits of \$25,000 and received and deposited the check into his client trust account June 10, 2011.
3. On June 23, 2011, Respondent proved to the client a settlement breakdown sheet which reflected that all liens had been satisfied, setting forth the amounts paid to each lien holder. On the breakdown sheet Respondent represented that he paid out \$13,979.33 in liens on the settlement on behalf of the client.
4. Respondent provided the June 23, 2011 breakdown sheet to the State Bar with a letter stating that all liens had been paid on behalf of Cwaliszewski.
5. However, as of August 1, 2011, Respondent failed to pay any of the client's liens.
6. Only after Respondent was again contacted by the State Bar did Respondent pay Cwaliszewski's medical liens.

CONCLUSIONS OF LAW

By failing to pay Cwaliszewski's liens as he represented to have done in his settlement breakdown sheet dated June 23, 2011 which he provided to Cwaliszewski and to the State Bar, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code section 6106.

Case No. 10-O-10654

FACTS

1. On September 15, 2010, Rory Carter hired Respondent to file a Chapter 7 bankruptcy petition on his behalf. Carter paid Respondent \$1,000 in advanced fees.
2. Shortly after he hired Respondent, Respondent's office contacted Carter and told him he would instead have to pursue a Chapter 13 petition. They told him that Carter would have to pay an additional \$1,900 in fee for the Chapter 13 petition.
3. Carter told the representative from Respondent's office that he could not afford the Chapter 13 petition, and then terminated Respondent, requesting a refund of \$1,000 paid for the Chapter 7 petition which was never prepared or filed.
4. Respondent performed no legal services of value for Carter.
5. Despite his receipt of the request for a refund from Carter, Respondent has not refunded the unearned fees of \$1,000.

CONCLUSIONS OF LAW

By failing to refund to Carter the \$1,000 unearned fees paid by Carter upon his request, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rule of Professional Conduct 3-700(D)(2).

Case No. 10-O-10708

FACTS

1. On September 29, 2009, Ralph Duran hired Respondent for a loan modification. Duran paid Respondent \$3,300.
2. Respondent provided no legal services of value to Duran in connection with the loan modification.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Duran, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 10-O-10939

FACTS

1. On April 26, 2010, Lawrence Masi hired Respondent for a bankruptcy matter. Masi paid Respondent \$4,674.
2. Respondent filed a Chapter 13 petition for Masi. Under the attorney-client agreement, Respondent agreed to file a motion to strip the second mortgage on Masi's property.
3. However, Respondent failed to file any motion to strip the second mortgage.
4. Masi's plan was rejected by the court since he did not make all required payments to the holder of the second mortgage, since the motion to strip the second mortgage was never filed.

CONCLUSIONS OF LAW

By failing to file the motion to strip the second mortgage as contracted on behalf of Masi, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 10-O-11034

FACTS

1. On August 3, 2009, Frederick Abdo hired Respondent for a loan modification. Abdo paid Respondent \$3,500.
2. Respondent provided no legal services of value to Abdo in connection with the loan modification.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Abdo, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 10-O-11204

FACTS

1. On September 4, 2010, David Baumann hired Respondent for a bankruptcy matter. Baumann paid Respondent \$3,769.
2. Respondent provided no legal services of value to Baumann in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Baumann, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-10580

FACTS

1. On May 2, 2010, Nathaniel Tate hired Respondent for a bankruptcy matter. Baumann paid Respondent \$3,048.

2. After filing the Chapter 13 petition, Respondent provided no additional legal services of value to Tate. Because Respondent did not file the required documents in Tate's matter, the court converted Tate's petition to a Chapter 7 petition.

CONCLUSIONS OF LAW

By failing to complete the legal services for which he was employed by Tate, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-10931

FACTS

1. On January 28, 2010, Johnny Blake hired Respondent for a bankruptcy matter. Blake paid Respondent \$995 as a flat fee for the handling of Blake's Chapter 7 bankruptcy matter.

2. Respondent failed to appear at the meeting of creditors despite receiving proper notice of the hearing.

3. Respondent failed to file Blake's credit counseling statement and his debtor's education certificates.

4. Respondent's failure to file these documents led to the dismissal of Blake's petition, without Blake obtaining a discharge.

CONCLUSIONS OF LAW

By failing to file the credit counseling statement and debtor's education certificates, and failing to attend the meeting of creditors as contracted on behalf of Blake, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-11350

FACTS

1. On September 29, 2009, Vicente Aranda hired Respondent for a loan modification. Aranda paid Respondent \$3,300.
2. Respondent provided no legal services of value to Arranda in connection with the loan modification.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Aranda, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-11822

FACTS

3. In August 2009, Joyce Thomas hired Respondent for a loan modification. When the loan modification efforts failed, Thomas hired Respondent to file a bankruptcy petition to save her two properties.
4. Respondent filed a Chapter 13 petition for Thomas. Under the attorney-client agreement, Respondent agreed to file a motion to strip the second mortgage on Thomas's property.
5. However, Respondent failed to file any motion to strip the second mortgage.
6. Thomas's plan was rejected by the court since Respondent did not complete all documents required for confirmation of the plan.

CONCLUSIONS OF LAW

By failing to file the motion to strip the second mortgage on Thomas' property as contracted by Thomas, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-11827

FACTS

1. On September 11, 2010, Joe and Barbara Tinoco hired Respondent for a bankruptcy to save several properties owned by the Tinocos. The Tinocos paid Respondent \$7,512 in advanced fees and costs for the bankruptcy.
2. Respondent failed to perform any legal services of value for the Tinocos in connection with their bankruptcy matter.

CONCLUSIONS OF LAW

By failing to perform any legal services of value for the Tinocos, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-12108

FACTS

1. On July 6, 2010, Rolando Arroyo hired Respondent for a loan modification for \$2,000 and for a bankruptcy for \$3,000.
2. Respondent failed to perform any legal services of value on behalf of Arroyo on either the loan modification matter or the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to perform any legal services of value for Arroyo after being hired for the loan modification and the bankruptcy, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-12258

FACTS

1. On April 7, 2010, Frederico Diaz hired Respondent for a Chapter 13 bankruptcy to obtain a modification of his loan. Diaz paid Respondent \$9,500 in advanced fees and costs.
2. Respondent did submit a loan modification package to the lender, but then stopped communicating with the lender.
3. Respondent filed the bankruptcy petition, but failed to complete all required schedules and documents, which led to the dismissal of the petition.

CONCLUSIONS OF LAW

By failing to complete the legal services for which he was retained by Diaz, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-13291

FACTS

1. On July 14, 2009, George Olumba hired Respondent for a loan modification. Olumba paid Respondent \$2,900.

2. Respondent provided no legal services of value to Olumba in connection with the loan modification.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Olumba, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-13439

FACTS

1. On March 4, 2011, Gregory Singleton hired Respondent for a bankruptcy matter. Singleton paid Respondent \$2,500.

2. Respondent provided no legal services of value to Singleton in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Singleton, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-13811

FACTS

1. On June 1, 2010, Carl and JoAnn Oke hired Respondent to file a Chapter 11 petition for the Okes to save several properties from foreclosure. The Okes paid Respondent \$26,039.

2. Respondent provided no legal services of value to the Okes in connection with the bankruptcy matter.

3. Respondent refunded the \$26,039 paid by the Okes to the clients.

CONCLUSIONS OF LAW

By failing to provide legal services of value to the Okes, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-14209

FACTS

1. On July 23, 2010, Martha Plaza hired Respondent for a bankruptcy matter. Plaza paid Respondent \$2,974.
2. Respondent provided no legal services of value to Plaza in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Plaza, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-14304

FACTS

1. On August 2, 2010, Khaled Shohdy hired Respondent for a bankruptcy matter. Shohdy paid Respondent \$7,000.
2. Respondent provided no legal services of value to Shohdy in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Shohdy, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-14810

FACTS

1. On May 13 2010, Lisa Wayans hired Respondent for a bankruptcy matter. Wayans paid Respondent \$30,800.
2. Respondent provided no legal services of value to Wayans in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Wayans, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-14813

FACTS

1. On March 15, 2010, Michael Gant hired Respondent for a bankruptcy matter. Morris paid Respondent \$25,000.
2. Respondent provided no legal services of value to Gant in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Gant, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-14898

FACTS

1. In May 2010, Wanda Morris hired Respondent for a bankruptcy matter. Morris paid Respondent \$11,774.
2. Respondent provided no legal services of value to Morris in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Morris, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-15182

FACTS

1. On January 29, 2011, Tommy and Diane Carlisle hired Respondent for a bankruptcy matter. The Carlises paid Respondent \$7,574.
2. Respondent provided no legal services of value to the Carlises in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to the Carlises, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-15278

FACTS

1. On January 29, 2011, Horacio Ramirez hired Respondent for a bankruptcy matter. Ramirez paid Respondent \$4,274.
2. Respondent provided no legal services of value to Ramirez in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Ramirez, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-15439

FACTS

1. On April 14, 2011, Sami Dayfallah hired Respondent for a bankruptcy matter. Dayfallah paid Respondent \$2,199.
2. Respondent provided no legal services of value to Dayfallah in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Dayfallah, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-15504

FACTS

1. On March 6, 2011, Jonathan Epps hired Respondent to file a Chapter 11 petition to save several properties owned by Epps from foreclosure. Epps paid Respondent \$16,800.
2. Respondent provided no legal services of value to Epps in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Epps, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-15521

FACTS

1. On March 11, 2011, Tanya King hired Respondent for a bankruptcy matter. King paid Respondent \$1,000.
2. Respondent provided no legal services of value to King in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to King, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-15657

FACTS

1. On April 18, 2011, Ronnie Rodriguez hired Respondent for a bankruptcy matter. Rodriguez paid Respondent \$2,000.
2. Respondent provided no legal services of value to Rodriguez in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Rodriguez, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-15692

FACTS

1. On June 17, 2010, Harold and Carolina Temple hired Respondent for a bankruptcy matter. The Temples paid Respondent \$3,274.
2. Respondent provided no legal services of value to the Temples in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to the Temples, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-15698

FACTS

1. On May 6, 2011, Regina Willis hired Respondent for a bankruptcy matter. Willis paid Respondent \$2,250.
2. Respondent provided no legal services of value to Willis in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Willis, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-15700

FACTS

1. On June 9, 2010, Edgar Terry hired Respondent for a bankruptcy matter. Terry paid Respondent \$2,300.
2. Respondent provided no legal services of value to Terry in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to Terry, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-15817

FACTS

1. On October 9, 2010, Victor and Bonnie Boisselle hired Respondent for a bankruptcy matter. The Boisselles paid Respondent \$5,700.
2. Respondent provided no legal services of value to the Boisselles in connection with the bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide legal services of value to the Boisselles, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-15914

FACTS

1. On May 29, 2009, Rodger and Alvira Green hired Respondent for a bankruptcy matter to obtain a modification of the mortgage on the Greens' property. The Greens paid Respondent \$3,000.
2. Respondent provided no legal services of value to the Greens in connection with their bankruptcy matter.

CONCLUSIONS OF LAW

By failing to provide any legal services of value to the Greens, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

Case No. 11-O-16174

FACTS

1. In July 2001, Iris Taylor hired Respondent for a bankruptcy matter to obtain a modification of the mortgage on her property. Taylor paid Respondent \$700.
2. After Respondent filed the petition for Taylor, on July 18, 2001 he informed her in writing that he was closing his office and would no longer perform services in her matter.
3. Respondent provided no services of value to Taylor.

CONCLUSIONS OF LAW

By failing to complete the legal services for which he was retained by Taylor, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rule of Professional Conduct 3-110(A).

AUTHORITIES SUPPORTING DISCIPLINE

STANDARDS FOR ATTORNEY SANCTIONS

To determine the appropriate level of discipline, the standards provide guidance. *Drociak v. State Bar* (1991) 52 Cal.3d 1085; *In the Matter of Sampson*, 3 Cal. State Bar Ct. Rptr. 119. A disciplinary recommendation must be consistent with the discipline in similar proceedings. See *Snyder v. State Bar* (1990) 49 Cal.3d 1302. Also, the recommended discipline must rest upon a balanced consideration of relevant factors. *In the Matter of Sampson*, 3 Cal. State Bar Ct. Rptr. 119.

Pursuant to Standard 1.3 of the Standards for Attorney Sanctions for Professional Misconduct:

The primary purposes of disciplinary proceedings conducted by the State Bar of California and of sanctions imposed upon a finding or acknowledgment of a member's professional misconduct 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.

Pursuant to Standard 1.2 of the Standards for Attorney Sanctions for Professional Misconduct:

(b) "Aggravating circumstance" is an event or factor established clearly and convincingly by the State Bar as having surrounded a member's professional misconduct and which demonstrates that a greater degree of sanction than set forth in these standards for the particular act of professional misconduct found or acknowledged is needed to adequately protect the public, courts and legal profession.

Circumstances which shall be considered aggravating are:

(ii) that the current misconduct found or acknowledged by the member evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct.

Pursuant to Standard 1.6 of the Standards for Attorney Sanctions for Professional Misconduct:

(b)(i) Aggravating circumstances are found to surround the particular act of misconduct found or acknowledged and the net effect of those aggravating circumstances, by themselves and in balance with any mitigating circumstances found, demonstrates that a greater degree of sanction is required to fulfill the purposes of imposing sanctions set forth in standard 1.3. In that case, a greater degree of discipline than the appropriate sanction shall be imposed or recommended.

Pursuant to Standard 2.10 of the Standards for Attorney Sanctions for Professional Misconduct:

Culpability of a member ... of 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 the offense or the harm, if any, to the victim, with due regard to the purposes of imposing discipline set forth in standard 1.3

Pursuant to Standard 2.4 of the Standards for Attorney Sanctions for Professional Misconduct:

(a) Culpability of a member of a pattern of wilfully failing to perform services demonstrating the member's abandonment of the causes in which he or she was retained shall result in disbarment.

Pursuant to Standard 2.3 of the Standards for Attorney Sanctions for Professional Misconduct:

Culpability of a member of an act of moral turpitude, fraud, or intentional dishonesty toward a court, client or another person or of concealment of a material fact to a court, client or another person shall result in actual suspension or disbarment depending upon the extent to which the victim of the misconduct is harmed or misled and depending upon the magnitude of the act of misconduct and the degree to which it relates to the member's acts within the practice of law.

Pursuant to Standard 2.10 of the Standards for Attorney Sanctions for Professional Misconduct:

Culpability of a member ... of 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 the offense or the harm, if any, to the victim, with due regard to the purposes of imposing discipline set forth in standard 1.3

In this case, Respondent has engaged in a pattern of accepting legal fees on behalf of clients and failing to perform legal services. Respondent dissolved his office and has failed to provide refunds totaling over \$267,000. This matter warrants Respondent's disbarment. Disbarment is appropriate when the Respondent has engaged in repeated violations of Rules of Professional Conduct 3-110(A). *In re Gadda* (Review Dept. 2002) 4 Cal. State Bar Ct. Rptr. 416; *Cannon v. State Bar* (1990) 51 Cal.3d 1103.

FURTHER AGREEMENTS OF THE PARTIES

The factual statements contained in this Stipulation constitute admissions of fact and may not be withdrawn by either party, except with court approval.

RESTITUTION

Respondent acknowledges that he owes restitution (including the principal amount, plus interest of 10 percent per annum) to his clients as detailed below. If the Client Security Fund ("CSF") has reimbursed the client for all or any portion of the principal amounts listed below, Respondent must also pay restitution to CSF in the amounts paid, plus applicable interest and costs. Respondent must pay the restitution owed pursuant to the disciplinary order resulting from this stipulation and provide satisfactory proof of payment to the Office of Probation not later than one (1) year from the effective date of the disciplinary order resulting from this stipulation.

Payee	Principal Amount	Interest Accrues From
Paul Rodgers	\$2,900	September 19, 2009
Steven Hoang	\$3,374	April 26, 2010
Cynthia Reed	\$3,900	September 30, 2009
Audrey Hepburn	\$3,500	May 15, 2009
Exomar Brown	\$17,000	May 10, 2010
Princis Scott	\$2,900	September 14, 2009


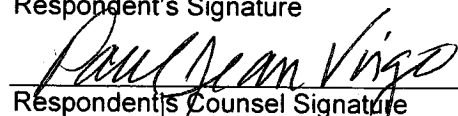

Cheryl Watson	\$2,174	December 22, 2009
Florastene Holden	\$14,200	March 25, 2010
Rory Carter	\$1,000	September 15, 2010
Ralph Duran	\$3,300	September 29, 2009
Johnny Blake	\$995	January 28, 2010
Lawrence Masi	\$4,674	April 26, 2010
Frederick Abdo	\$3,500	August 3, 2009
David Baumann	\$3,769	September 4, 2010
Nathaniel Tate	\$3,048	May 2, 2010
Vicente Aranda	\$3,300	September 29, 2009
Joe and Barbara Tinoco	\$7,512	September 11, 2010
Rolando Arroyo	\$3,000	July 6, 2010
Frederico Diaz	\$9,500	April 7, 2010
George Olumba	\$2,900	July 14, 2009
Gregory Singleton	\$2,500	March 4, 2011
Martha Plaza	\$2,974	July 23, 2010
Khaled Shohdy	\$7,000	August 2, 2010
Lisa Wayans	\$30,800	May 13, 2010
Michael Gant	\$25,000	March 15, 2010
Wanda Morris	\$11,774	May 1, 2010
Tommy and Diane Carlisle	\$7,574	January 29, 2011
Horacio Ramirez	\$4,274	January 29, 2011
Sa'ni Dayfallah	\$2,199	April 14, 2011
Jonathan Epps	\$16,800	March 6, 2011
Tanya King	\$1,000	March 11, 2011
Ronnie Rodriguez	\$2,000	April 18, 2011
Harold and Carolina Temple	\$3,274	June 17, 2010
Regina Willis	\$2,250	May 6, 2011
Edgar Terry	\$2,300	June 9, 2010
Victor and Bonnie Boisselle	\$5,700	October 9, 2010
Rodger and Alvira Green	\$3,000	May 29, 2009
Iris Taylor	\$700	July 1, 2011

(Do not write above this line.)

In the Matter of: Thomas Patrick Giordano	Case number(s): 10-O-00835, et al.
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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.

10/17/2011		Thomas Patrick Giordano
Date	Respondent's Signature	Print Name
10/11/2011		Paul Jean Virgo
Date	Respondent's Counsel Signature	Print Name
10-17-11		Erin McKeown Joyce
Date	Deputy Trial Counsel's Signature	Print Name

(Do not write above this line.)

In the Matter of
THOMAS PATRICK GIORDANO

Case Number(s):
10-O-00835, ET AL.

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.

1. At page 5 –**CHECK the box E.(2) and DELETE from paragraph E.(2), the language next to the checked box in its entirety.** In place of the deleted language, **INSERT** the following:

Restitution: Respondent must make restitution to each complainant, identified as a “[p]ayee” on pages 24 and 25 of this Stipulation re Facts, Conclusions of Law and Disposition under the heading, “**RESTITUTION**,” in the principal amount that is listed next to the payee’s name, plus 10% interest per year from the date that appears under the column heading, “[i]nterest [a]ccrues [f]rom.” If the Client Security Fund (CSF) has reimbursed any complainant/payee for all or any portion of the principal amount, respondent must pay restitution to the 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 365 days from the effective date of the Supreme Court order in this matter.

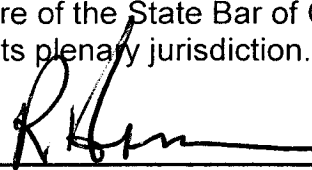
2. At page 24 -- **DELETE** the last sentence of the paragraph that appears under the heading, “**RESTITUTION**,” which begins, “Respondent must pay the restitution owed,” and in its place **INSERT** the following: “Respondent must pay the restitution owed no later than 365 days from the effective date of the Supreme Court order imposing discipline in this matter and provide satisfactory proof of payment to the Office of Probation no later than 365 days from the effective date of the Supreme Court order imposing discipline in this matter.”

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 135(b), Rules of Procedure.) **The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 9.18(a), California Rules of Court.)**

Respondent **THOMAS PATRICK GIORDANO** 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 490(b) 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

11/8/11


Judge of the State Bar Court

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on November 9, 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:

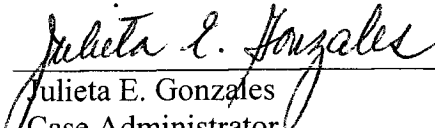
- ☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

PAUL JEAN VIRGO ESQ
9909 TOPANGA BLVD #282
CHATSWORTH, CA 91311

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

Erin M. Joyce, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on November 9, 2011.



Julieta E. Gonzales
Case Administrator
State Bar Court