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AUG 10 2010
STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

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STATE BAR COURT
REVIEW DEPARTMENT - LOS ANGELES

12 In the Matter of:) Case Nos. **10-Q-07016** [09-O-18685,
13 CRAIG RONALD TRIANCE,) 09-O-19114, 10-O-03047]
14 No. 161079,) **STIPULATION AS TO FACTS AND**
15 A Member of the State Bar) **CONCLUSIONS OF LAW**
[Rule 658(b), Rules Proc. of State Bar]

16 IT IS HEREBY STIPULATED by and between the Office of the Chief Trial Counsel of
17 the State Bar of California (the "State Bar"), by and through Deputy Trial Counsel Eli D.
18 Morgenstern, and Craig Ronald Triance, ("Respondent"), as follows:

19 **A. JURISDICTION**

20 Respondent was admitted to the practice of law in the State of California on December
21 14, 1992, and since that time has been a member of the State Bar of California.

22 **B. WAIVERS AND UNDERSTANDING OF THE PARTIES**

23 It is understood and acknowledged by the parties to this stipulation that:

- 24 1. This Stipulation As To Facts and Conclusions of Law is binding upon the parties.
- 25 2. The stipulated facts and conclusions of law contained in this stipulation constitute
26 admissions of fact and may not be withdrawn by either party, except with Court approval.
- 27 3. The parties agree that either party may seek to admit evidence at a future
28 reinstatement trial as to facts relating to the above captioned cases that are not contained in this

1 stipulation so long as the evidence does not contradict these stipulated facts and conclusions of
2 law. The parties agree that any additional facts proven at a reinstatement trial with respect to the
3 above captioned cases may establish additional conclusions of law not contained herein. Neither
4 party waives the right to submit and present evidence relating to mitigation or relating to
5 aggravation at any future trial.

6 4. Respondent acknowledges the provisions of Business and Professions Code sections
7 6086.10 and 6140.7; and

8 5. This stipulation includes all investigations/proceedings pending against Respondent
9 with the State Bar as of the date of this stipulation.

10 **C. STATEMENT OF STIPULATED FACTS AND CONCLUSIONS OF LAW**

11 **Case No. 09-O-18655**

12 **Facts**

13 1. At all times relevant to the stipulated facts herein, Steve Woldruff (“Woldruff”) was,
14 and is, a mortgage and real estate broker who worked, and works, in Murrieta, California. At no
15 time has Woldruff been a member of the State Bar of California or any other state bar.

16 2. At all times relevant to the stipulated facts herein, Woldruff owned a business called,
17 “Keep Your Home Today.” At all times relevant to the stipulated facts herein, Woldruff offered
18 his clients, among other services, refinancing of their home mortgages and assistance with “short
19 sales” of their homes. At all times relevant to the stipulated facts herein, Woldruff had an
20 agreement with Respondent whereby he referred clients to Respondent who needed assistance
21 attempting to obtain loan modifications of their home mortgages. In 2008, “Keep Your Home
22 Today” advertised on the radio. In 2008, Respondent and Woldruff paid for the radio
23 advertisements of “Keep Your Home Today.”

24 3. In or about November 2008, in response to a radio advertisement, Linda Clements
25 (“Clements”) contacted “Keep Your Home Today” and scheduled an appointment with Woldruff
26 for November 28, 2008.

27 4. On November 28, 2008, Clements met with Woldruff at his office in Murrieta. At the
28 meeting, Woldruff referred Clements to Respondent for the purpose of assisting her in

1 attempting to obtain a loan modification of her home mortgage. Woldruff provided Clements
2 with Respondent's retainer agreement, which she signed on November 28, 2008.

3 5. On November 28, 2008, Clements provided Woldruff with a check made payable to
4 "Keep Your Home Today" in the sum of \$2,995 as a flat fee for Respondent's legal services.
5 The check was negotiated.

6 6. Respondent and Woldruff shared the legal fees that Woldruff collected from
7 Clements.

8 7. On March 30, 2009, Respondent contacted Clements's lender and provided the lender
9 with a power of attorney. On June 9, 2009, Respondent confirmed with the lender that the lender
10 had received the power of attorney. Thereafter, at no time did Respondent perform any legal
11 services of value on behalf of Clements. Since Respondent did not complete the services for
12 which he had been employed, Respondent did not earn the entire fee paid by Clements.

13 8. On September 13, 2009, Clements sent Respondent an e-mail terminating his services
14 and requesting a refund of the \$2,995 that she paid to "Keep Your Home Today." Respondent
15 received the e-mail. Respondent did not respond to it or otherwise provide Clements with an
16 accounting or a refund of any portion of the fees that she paid to "Keep Your Home Today."

17 9. On September 29, 2009, Clements sent Respondent another e-mail requesting a
18 refund of the \$2,995 that she paid to "Keep Your Home Today." Respondent received the
19 e-mail. Respondent did not respond to it or otherwise provide Clements with an accounting or a
20 refund of any portion of the fees that she paid to "Keep Your Home Today."

21 **Conclusions of Law**

22 By sharing legal fees with Woldruff, Respondent shared legal fees with a person who is
23 not a lawyer in wilful violation of rule 1-320(A) of the Rules of Professional Conduct.

24 By failing to perform any services of value on behalf Clements, Respondent
25 intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful
26 violation of rule 3-110(A) of the Rules of Professional Conduct.

1 By failing to provide Clements with an accounting, Respondent failed to render
2 appropriate accounts to a client regarding all funds coming into Respondent's possession in
3 violation of rule 4-100(B)(3) of the Rules of Professional Conduct.

4 By failing to refund any portion of the \$2,995 that Clements paid to "Keep Your Home
5 Today", Respondent failed to refund promptly any part of a fee paid in advance that has not been
6 earned in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

7 **Case No. 09-O-19114**

8 **Facts**

9 1. On December 19, 2008, Olanrewaju Ola ("Ola") employed Respondent to represent
10 him in a modification of his home loan. Ola paid Respondent a flat fee of \$3,000 to represent
11 him in the negotiations.

12 2. On or about May 26, 2009, Aurora Loan Services, LLC ("Aurora Loan Services"),
13 Ola's lender, and Ola agreed to a workout agreement modifying his original home loan.

14 3. In June, July, and August 2009, Ola made payments on his home mortgage in
15 conformity with the workout agreement. Ola provided Respondent's law office with a copy of
16 each of the respective payments.

17 4. On August 10, 2009, Aurora Loan Services mailed a letter to Respondent informing
18 him that Aurora Loan Services had denied the workout agreement with Ola because the company
19 had received notification of Ola's withdrawal. In fact, Ola did not intend to withdraw from the
20 workout agreement, did not personally notify Aurora Loan Services of his intent to withdraw
21 from the workout agreement, and did not authorize Respondent or anyone else to inform Aurora
22 Loan Services of his intent to withdraw from the workout agreement.

23 5. On August 14, 2009, Terry Lorenzo ("Lorenzo"), a non-attorney employee of
24 Respondent, sent an e-mail to Ola informing him that Aurora Loan Services had denied the
25 workout agreement because the company had received notification of Ola's withdrawal.
26 Lorenzo also stated to Ola that Aurora Loan Services was going to enter into another workout
27 agreement with Ola with the first payment under the agreement due on September 1, 2009. In
28 fact, Aurora Loan Services did not intend to offer another workout agreement to Ola.

1 6. After August 14, 2009, Respondent did not negotiate another workout agreement or a
2 loan modification on behalf of Ola. Respondent did not inform Ola that Aurora Loan Services
3 was not offering another workout agreement or any loan modification.

4 7. On August 17, 2009, Aurora Loan Services purchased Ola's home at a foreclosure
5 sale.

6 8. On August 20, 2009, Ola found a note in his door informing him that his home had
7 "changed ownership through the process of foreclosure or Deed-in-lieu." The note further stated
8 that his home was "now owned by the bank, and is being managed by Lender Processing
9 Services, Inc." On August 20, 2009, Ola sent a copy of the note to Lorenzo via facsimile.
10 Lorenzo received the facsimile.

11 9. On August 21, 2009, the Los Angeles County Sheriff's Department provided Ola with
12 a notice to vacate his property within three (3) days. On August 21, 2009, Ola sent a copy of the
13 notice to vacate to Lorenzo via facsimile. Lorenzo received the facsimile.

14 10. On August 24, 2009, Ola met with Respondent at Respondent's office. Respondent
15 recommended that Ola hire him to file a lawsuit against Aurora Loan Services. Ola agreed to
16 employ Respondent to represent him in a lawsuit against Aurora Loan Services. Respondent
17 stated to Ola that he would immediately file a lawsuit against Aurora Loan Services on behalf of
18 Ola. In or about September 2009, Ola paid Respondent \$2,500 in advanced attorney fees for
19 Respondent's legal services with respect to filing a lawsuit against Aurora Loan Services.

20 11. On September 8, 2009, Ola was served with a complaint in an unlawful detainer
21 action titled, *Aurora Loan Services LLC v. Olanrewajo Oladele Ola*, Los Angeles County
22 Superior Court case number 09U02797 (the "unlawful detainer action"). On or about September
23 11, 2009, Ola sent a copy of the complaint in the unlawful detainer action to Respondent via
24 facsimile. Respondent received the complaint in the unlawful detainer action. Respondent did
25 not take any action on behalf of Ola with respect to the unlawful detainer action.

26 12. On September 25, 2009, a judgment was entered in the unlawful detainer action in
27 favor of Aurora Loan Services. On September 25, 2009, the court issued a writ of possession of
28 Ola's home.

1 13. On October 1, 2009, the Los Angeles County Sheriff's Department served Ola with a
2 notice to vacate his home by no later than October 6, 2009. Ola sent a copy of the notice to
3 vacate to Respondent via facsimile. Respondent received a copy of the notice to vacate.

4 14. On October 1, 2009, Respondent spoke with Ola on the telephone and stated that on
5 October 2, 2009, he would give Ola an update concerning the actions that Respondent would
6 take in response to the notice to vacate. Respondent did not communicate with Ola either orally
7 or in writing after October 1, 2009.

8 15. On October 3, 2009, Ola sent Respondent an e-mail reminding him that Respondent
9 was supposed to have informed him on October 2, 2009, of the actions that Respondent planned
10 to take in response to the notice to vacate. In the e-mail, Ola also inquired about the status of the
11 lawsuit against Aurora Loan Services. Respondent received the e-mail. Respondent did not
12 respond to it.

13 16. On or about October 6, 2009, Ola was forced to vacate his home pursuant to the writ
14 of possession issued in the unlawful detainer action.

15 17. On October 9, 2009, Respondent filed a complaint on behalf of Ola titled,
16 *Olanrewajo Oladele Ola v. Aurora Loan Services, LLC, et. al.*, Los Angeles County Superior
17 Court case number MC020929 (the "Aurora Loan Services matter"). Respondent did not serve
18 the complaint on Aurora Loan Services. Respondent did not inform Ola that he had filed a
19 complaint on his behalf against Aurora Loan Services.

20 18. After in or about October 2009, Ola telephoned Respondent on several occasions and
21 left messages on his voice mail requesting a refund of the \$5,500 in attorney fees that he had
22 paid to Respondent. Respondent received the messages. Respondent did not respond to them
23 and did not provide Ola with an accounting or a refund of any of the attorney fees that he had
24 received from Ola.

25 19. On May 10, 2010, the court dismissed the Aurora Loan Services matter for
26 Respondent's failure to serve and prosecute the complaint. Respondent did not inform Ola that
27 the court dismissed the complaint in the Aurora Loan Services matter.

28 ///

1 **Conclusions of Law**

2 By failing to seek further relief from Aurora Loan Services after they notified him of the
3 withdrawal from the workout agreement, and by failing to prosecute the Aurora Loan Services
4 matter or advise Ola as to the likelihood of success and any alternative courses of action that Ola
5 may have taken against Aurora Loan Services, Respondent intentionally, recklessly, or
6 repeatedly failed to perform legal services with competence in wilful violation of rule 3-110(A)
7 of the Rules of Professional Conduct.

8 By failing to inform Ola that he had filed a complaint against Aurora Loan Services on
9 Ola's behalf, and by failing to advise him that the court dismissed the complaint for his failure to
10 serve and prosecute it, Respondent failed to keep a client reasonably informed of significant
11 developments in a matter in which Respondent had agreed to provide legal services in wilful
12 violation of Business and Professions Code section 6068(m).

13 By failing to provide Ola with an accounting, Respondent failed to render appropriate
14 accounts to a client regarding all funds coming into Respondent's possession in violation of rule
15 4-100(B)(3) of the Rules of Professional Conduct.

16 By failing to refund at least the \$2,500 that Ola paid him to prosecute the Aurora Loan
17 Services matter, Respondent failed to refund promptly any part of a fee paid in advance that has
18 not been earned in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

19 **Case Number 10-O-3047**

20 **Facts**

21 1. In or about June 2009, Respondent and Alex Kim ("Kim") created the "Korean
22 Department" of Respondent's law offices. In or about June 2009, and at all times relevant to the
23 stipulated facts herein, Kim's title was "Director of the Korean Department of the Law Offices of
24 Craig Triance." Respondent and Kim created the Korean Department to offer legal services to
25 the Korean community seeking to modify their home mortgages. At no time has Kim been a
26 member of the State Bar of California or any other state bar.

27 2. On June 8, 2009, Yeon W. Kim ("Yeon") met with Kim and employed Respondent to
28 represent him in a modification of his home loan. On June 8, 2009, Yeon provided Kim with a

1 check made payable to "Korean Dept." in the sum of \$2,000 for Respondent's legal services.
2 The check was negotiated.

3 3. Respondent and Kim shared the legal fees that Kim collected from Yeon.

4 4. Between June 8, 2009, and in or about October 2009, Yeon telephoned Respondent
5 and Kim several times and left voice mail messages requesting an update on the status of his loan
6 modification. Respondent and Kim received the messages. Neither Respondent nor Kim
7 responded to the messages.

8 5. In or about November 2009, Yeon met with Kim. Kim stated that all of the necessary
9 documents had been sent to Yeon's lender and that Yeon's loan modification was pending. Kim
10 stated that he would provide Yeon with a status update during the second week of December
11 2009. In fact, neither Respondent nor Kim had provided Yeon's lender with the documentation
12 they required.

13 6. Neither Respondent nor Kim communicated with Yeon after in or about November
14 2009. Neither Respondent nor Kim provided any services of value on behalf of Yeon.

15 7. In or about December 2009, Kim contacted his lender and was advised that his loan
16 modification case was closed because neither Respondent nor Kim had provided all of the
17 documentation required by the lender.

18 8. Since Respondent did not complete the services for which he had been employed,
19 Respondent did not earn the entire fee paid by Yeon. At no time did Respondent provide Yeon
20 with an accounting or any refund of the advanced attorney fees.

21 **Conclusions of Law**

22 By sharing legal fees with Kim, Respondent shared legal fees with a person who is not a
23 lawyer in wilful violation of rule 1-320(A) of the Rules of Professional Conduct.

24 By failing to provide the lender with the documents that the lender needed in order to
25 consider Yeon's loan modification, Respondent intentionally, recklessly, or repeatedly failed to
26 perform legal services with competence in wilful violation of rule 3-110(A) of the Rules of
27 Professional Conduct.

28

1 By failing to respond to Yeon's status inquiries, Respondent failed to respond promptly
2 to reasonable status inquiries of a client in wilful violation of Business and Professions Code
3 section 6068(m).

4 By failing to advise Yeon that the lender closed his loan modification case, Respondent
5 failed to keep a client reasonably informed of significant developments in a matter in which
6 Respondent had agreed to provide legal services in wilful violation of Business and Professions
7 Code section 6068(m).

8 By failing to provide Yeon with an accounting, Respondent failed to render appropriate
9 accounts to a client in violation of Rule 4-100(B)(3) of the Rules of Professional Conduct.

10 By failing to refund any portion of the \$2,000 that Yeon paid to the "Korean Dept.",
11 Respondent failed to refund promptly any part of a fee paid in advance that has not been earned
12 in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

13
14 **D. COSTS OF DISCIPLINARY PROCEEDINGS.**

15 Respondent acknowledges that the Office of the Chief Trial Counsel has informed him
16 that as of July 27, 2010, the prosecution costs in this matter are \$3,310. Respondent further
17 acknowledges that should Respondent's resignation be rejected, the costs in this matter may
18 increase due to the cost of further proceedings.

19
20 Respectfully submitted,

21 THE STATE BAR OF CALIFORNIA
22 OFFICE OF THE CHIEF TRIAL COUNSEL

23 DATED: 8-9-10

24 By: 
25 ELI D. MORGENSTERN
26 Deputy Trial Counsel

27 DATED: 8-4-10

28 By: 
CRAIG RONALD TRIANCE
Respondent

DECLARATION OF SERVICE BY REGULAR MAIL

CASE NUMBER: 10-Q-07016 [09-O-18685, 09-O-19114, 10-O-03047]

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

STIPULATION AS TO FACTS AND CONCLUSIONS OF LAW

in a sealed envelope placed for collection and mailing at Los Angeles, on the date shown below, addressed to:

Craig Triance
Law Office of Craig Triance
1034 West Arrow Highway, Suite D PWB
Santa Dimas, California 91773

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: August 10, 2010

Signed: Camelia I. Escobar
Camelia I. Escobar
Declarant