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<b>State Bar Court of California</b> <b>Hearing Department</b> <b>Los Angeles</b> <b>DISBARMENT</b>		
Counsel For The State Bar  Charles T. Calix 1129 S. Hill Street, 10th Floor Los Angeles, CA 90015-2299 (213) 765-1255  Bar # 146853	Case Number(s): 11-O-11545 11-O-11782 11-O-12087 <sup>86</sup> 11-O-12523 11-O-12593 11-O-12783	For Court use only  <div style="text-align: center; font-size: 1.5em; font-weight: bold;">PUBLIC MATTER</div>  <div style="text-align: center; font-size: 1.5em; font-weight: bold;">FILED</div> <div style="text-align: center; font-weight: bold;">JUL 12 2011</div> <div style="text-align: center; font-weight: bold;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</div>
In Pro Per Respondent  Terrell W. Proctor 10840 Paramount Boulevard Downey, CA 90241  Bar # 206555	Submitted to: <b>Assigned Judge</b>  STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT  <b>DISBARMENT</b>  <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter of: Terrell W. Proctor  Bar # 206555  A Member of the State Bar of California (Respondent)		

**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 May 8, 2000.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of (14) pages, not including the order.
- (4) A statement of acts or omissions acknowledged by respondent as cause or causes for discipline is included under "Facts."



- (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.
- (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. Respondent was extraordinarily candid about his misconduct and the causes of his misconduct. He fully cooperated with the State Bar during the investigation and in entering into this stipulation.
- (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. Respondent is extremely remorseful about his misconduct, but is financially unable to atone the consequences of his misconduct.
- (5) ☐ **Restitution:** Respondent paid \$ \_\_\_\_\_ on \_\_\_\_\_ in restitution to \_\_\_\_\_ without the threat or force of disciplinary, civil or criminal proceedings.
- (6) ☐ **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to respondent and the delay prejudiced him/her.
- (7) ☐ **Good Faith:** Respondent acted in good faith.
- (8) ☐ **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and respondent no longer suffers from such difficulties or disabilities.
- (9) ☐ **Severe Financial Stress:** At the time of the misconduct, respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) ☐ **Family Problems:** At the time of the misconduct, respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) ☒ **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct. Respondent's good character was attested to by members of his family, several attorneys, several clients, and three judicial officers.

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

**Additional mitigating circumstances:**

Respondent has no prior record of discipline since his admission May 8, 2000.

**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 Ardine Vivian, Constantino Orduna, Fabian Salazar, Felicia Roberts, and Nayeli Angelito in the amount of \$ total amount of \$14,900 plus 10 percent interest per year from Ardine Vivian/November 11, 2010/\$4,000; Constantino Orduna/November 7, 2010/\$5,500; Fabian Salazar/January 12, 2011/\$2,000; Felicia Roberts/February 28, 2011/\$700; and Nayeli Angelito/May 24, 2010/\$2,700. If the Client Security Fund has reimbursed any of the above listed individuals 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 180/ days from the effective date of the Supreme Court order in this case.
- (3) ☐ **Other:**

**ATTACHMENT TO**

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

**IN THE MATTER OF:      TERRELL W. PROCTOR**

**CASE NUMBERS:**      11-O-11545 (Ardine Vivian), 11-O-11782 (Constantino Orduna), 11-O-12084 (Fabian Salazar), 11-O-12523 (Felicia Roberts), 11-O-12593 (Nayeli Angelito), and 11-O-12783 (Manuel J. Caro)

Terrell W. Proctor ("Respondent") admits that the following facts are true and that he is culpable of violations of the specified statutes and/or Rules of Professional Conduct.

**GENERAL FACTS**

1.      On or about May 8, 2000, Respondent was admitted to the State Bar of California.
2.      In or about April 2010, Respondent was hired by attorney Christopher Persaud ("Persaud") and the non-attorney Office Manager – Elliot Bradley ("Bradley") to make appearances and help with client management at the Law Offices of Christopher Persaud, which was located at 8069 Florence Avenue, Downey, California 90240.
3.      In or about July 2010, Persaud ceased operating the Law Offices of Christopher Persaud.
4.      In or about July 2010, Bradley took the clients and staff from the Law Offices of Christopher Persaud and formed the Hope Now Law Center ("Hope Now"), which relocated to 10840 Paramount Boulevard, Downey, California 902410. After they moved to the Hope Now office, Respondent became the attorney of record for Hope Now, while Bradley remained the Office Manager.
5.      Between in or about April 2010 and in or about July 2010, Respondent only saw Persaud once or twice a month.

**FACTS RE CASE NO. 11-O-11545 (VIVIAN)**

6.      In November 2010 Ardine Vivian (Vivian) contacted Hope Now to assist her in modifying the mortgages she had on three properties with Bank of American.
7.      Vivian spoke with Bradley at Hope Now over the phone and then went to Hope Now to meet with Bradley.
8.      On or about November 12, 2010, Vivian met with Bradley at the Hope Now office. During their meeting, Bradley told Vivian that Hope Now could obtain loan modifications by suing Bank of America. Based on Bradley's representation, Vivian signed three retainer agreements with Hope Now and gave Bradley a check for \$3,000 payable to Hope

Now as a down payment on the advance attorney fees of \$9,000. Bradley's daughter – Amberina Bradley (who was the accountant for Hope Now) signed the retainer agreements on behalf of Hope Now.

9. In or about late November 2010, Vivian met with Respondent at the Hope Now office. Vivian told Respondent that was uncomfortable with a non-attorney signing the retainer agreement. Thereafter, Respondent initialed the three retainer agreements and provided her with copies of the retainer agreements with his initials. During that meeting, Respondent told Vivian that he was the attorney operating Hope Now.

10. On or about December 16, 2010, Amberina Bradley called Vivian and requested payment of an additional \$3,000. Vivian paid \$1,000 to Hope Now.

11. In or about December 2010 and January 2011, Vivian received foreclosure notices on all three of her properties. Vivian provided copies of those foreclosure notices to Respondent. Respondent told Vivian not to worry, because he was going to file a lawsuit that would stop the foreclosures on the three properties. Thereafter, Vivian did not receive any correspondence or information regarding the work that was supposedly being done on the lawsuit to prevent foreclosure by Bank of America on her properties.

12. Respondent call Vivian the day before one of her properties was due to be sold and told her that he would file a bankruptcy on Vivian's behalf to prevent the foreclosure sale. On the day of the foreclosure sale of her properties, Respondent asked Vivian for \$1,030 to file the bankruptcy.

13. Vivian met Respondent's assistant, Venice Gamble, in the parking lot of the Hope Now at 8:30 a.m. and gave him a check for \$1,030 payable to Hope Now.

14. Respondent called Vivian at 10:10 a.m. and requested \$1,030 in cash rather than in a check. Vivian's properties were to be sold at 10:20 a.m. Vivian told Respondent that she did not have time to get the cash to him before the properties sold. Respondent told her that if she did not get him the cash, then there was nothing he could do to prevent the sale. The property was sold that morning. A second property was sold shortly thereafter.

15. In or about January and February 2011, Vivian contacted Respondent and requested refunds of the unearned \$4,000 in advance attorney fees that she paid Hope Now. Respondent received the refund requests, but has not provided any refund to Vivian.

#### **CONCLUSIONS OF LAW RE CASE NO. 11-O-11545 (VIVIAN)**

16. By allowing Bradley or Amberina Bradley to: meet with Vivian to discuss the legal action that would be taken; set the amount of the advance attorney fees; and sign the retainer agreement, Respondent aided persons in the unauthorized practice of law in willful violation of rule 1-300(A) of the Rules of Professional Conduct ("rule(s)").

17. By failing to perform any work to prevent the foreclosure of Vivian's properties, Respondent failed to act competently and willfully violated rule 3-110(A).

18. By failing to perform any work or value on Vivian's matters or file the bankruptcy to prevent the foreclosure sale, Respondent willfully violated rule 3-700(A)(2).

19. By failing to refund the unearned \$4,000 advance attorney fee after Respondent's services were terminated, Respondent willfully violated rule 3-700(D)(2).

#### **FACTS RE CASE RE NO. 11-O-11782 (ORDUNA)**

20. In or about November 2010, Constantino Orduna ("Orduna") received an unsolicited telephone call from Bradley. Bradley inquiry if Orduna was in need of loan modification services. Orduna told Bradley that he had two properties, was behind on payments on both properties, and was trying to short sell one of the properties. Bradley told Orduna that Hope Now could obtain loan modifications by suing Bank of America and that Orduna would not have to sell the property at a short sale. Orduna agreed to come into the Hope Now office to discuss his legal options with Bradley.

21. On or about November 7, 2010, Orduna met with Bradley at the Hope Now office with the assistance of a Spanish-English translator. During their meeting, Bradley told Orduna that Hope Now could obtain loan modifications by suing Bank of America and that Orduna would not have to sell the property at a short sale. Based on Bradley's representation, Orduna signed a retainer agreement with Hope Now and gave Bradley a check for \$3,000 payable to Hope Now as a down payment on the advance attorney fees of \$5,500. Bradley signed the retainer agreement on behalf of Hope Now.

22. On or about November 18, 2010, Orduna gave Bradley a check for \$2,500 payable to Hope Now. Altogether, Orduna paid \$5,500 to Hope Now.

23. In or about February 2011, Orduna went to Hope Now to obtain a status report on his case, because he had not heard from anyone at Hope Now since on or about November 18, 2010. Orduna met with a woman who told him that she was an attorney. The woman told Orduna that one of his homes had been sold at a foreclosure sale. Thereafter, Orduna terminated Hope Now and demanded a refund of the unearned advance attorney fees of \$5,500.

#### **CONCLUSIONS OF LAW RE NO. 11-O-11782 (ORDUNA)**

24. By allowing Bradley to: meet with Orduna to discuss the legal action that would be taken; set the amount of the advance attorney fees; and sign the retainer agreement, Respondent aided a person in the unauthorized practice of law in willful violation of rule 1-300(A).

25. By failing to perform any work of value to prevent the foreclosure of Orduna's properties, Respondent failed to act competently and willfully violated rule 3-110(A).

26. By failing to perform any work of value on Orduna's matters, Respondent willfully violated rule 3-700(A)(2).

27. By failing to refund the unearned \$5,500 advance attorney fee after Respondent's services were terminated, Respondent willfully violated rule 3-700(D)(2).



## **FACTS RE CASE NO. 11-O-12086 (SALAZAR)**

28. On or about January 12, 2011, Fabian Salazar ("Salazar") went to the Hope Now office to speak with an attorney about filing bankruptcy for his wife. Salazar met with Bradley and attorney Desiree Dominguez (an attorney that been admitted to the bar on December 1, 2010 and who had started working for Hope Now on or about January 4, 2011). Salazar told Bradley and Desiree Dominguez that his wife had filed a Chapter 7 Bankruptcy before that had been dismissed on a technicality. Bradley ran the entire meeting, dispensed legal advice about bankruptcy filings, dispensed legal advice on how to proceed, and told Salazar that his wife could find another bankruptcy. Bradley told Salazar they needed to file a Chapter 7 Bankruptcy and the fee would be \$2,000 either in cash or cashier's check.

29. Salazar was not informed until after Bradley had recommended the legal action and set the fee that Desiree Dominguez was the attorney and that Bradley was the Office Manager. Salazar agreed to the terms of the retainer and stated he would be back later with his wife's signature on the retainer and a check for the advance attorney fees of \$2,000.

30. On or about January 12, 2011, Salazar returned to the Hope Now office and delivered a check for \$2,000 payable to Hope Now along with the signed retainer. A paralegal told Salazar that Hope Now would file the proper paperwork for the bankruptcy.

31. On or about January 13, 2011, Bradley called Salazar and told him to transfer his wife's real property to another person before Bradley filed the Chapter 7 Bankruptcy. Salazar refused, stating that was fraudulent.

32. On or about January 13, 2011, Hope Now filed a Chapter 7 Bankruptcy on behalf of Salazar's wife.

33. On or about January 13, 2011, the Bankruptcy Court notified Hope Now that the Chapter 7 Bankruptcy had failed to attach Schedules A, B, C, D, E, F, G, H, I, and J, Statement – Form 22C, the Statement of Financial Affairs, and the Chapter 13 Plan. The Bankruptcy Court notified Hope Now that the bankruptcy would be dismissed without further notice if the required documents were not provided within 14 days.

34. Hope Now failed to file the required documents.

35. On or about January 28, 2011, Hope Now filed a Motion to Reopen Case and for Extension of Time to File Debtor's required schedules.

36. On or about February 2, 2011, the Bankruptcy Court dismissed the bankruptcy with a 180 day bar on refiling a bankruptcy.

37. In or about March 2011, Salazar called Hope Now and demanded a refund. Hope Now received the demand.

38. On or about March 9 and 11, 2011, Salazar sent emails to Respondent informing Respondent that Bradley had engaged in the unauthorized practice of law, that Hope Now had failed to perform, and demanding a refund. Respondent emailed Salazar back stating that he

would call him to discuss the matter. Respondent never called Salazar nor refunded his unearned advance attorney fee of \$2,000.

#### **CONCLUSIONS OF LAW RE CASE NO. 11-O-12086 (SALAZAR)**

39. By allowing Bradley to meet with Salazar to discuss the legal action that would be taken, determine the legal action that would be taken, and set the amount of the advance attorney fees, Respondent aided a person in the unauthorized practice of law in willful violation of rule 1-300(A).

40. By failing to perform any work of value to prevent the foreclosure of Salazar's properties and perfect the bankruptcy, Respondent failed to act competently and willfully violated rule 3-110(A).

41. By failing to perform any work or value on Salazar's matters, Respondent willfully violated rule 3-700(A)(2).

42. By failing to refund the unearned \$2,000 advance attorney fee after Respondent's services were terminated, Respondent willfully violated rule 3-700(D)(2).

#### **FACTS RE CASE RE NO. 11-O-12523 (ROBERTS)**

43. On or about February 28, 2011, Felicia Roberts ("Roberts") went to the Hope Now Office to speak with an attorney about an illegal 90-day termination of tenancy, to correct habitability issues, and to correct an illegal rent increase of \$300. Roberts met with Bradley, who told her that Hope Now could defeat the unlawful detainer for \$1,500. Bradley prepared and signed the retainer agreement and told Roberts that she could pay \$700 then and the remainder in March 2011. Roberts signed the retainer agreement and gave Bradley a check for \$700 payable to Hope Now.

44. Roberts did not meet with Respondent or any attorney at Hope Now when she discussed her case, had the fee set, and/or signed the retainer agreement.

45. No work was ever done for Roberts. Roberts called Hope Now to determine what the status was of her case. Roberts was told that the attorney was out and would return her call. Respondent never returned any of her calls.

46. On March 9, 2011, Roberts emailed Respondent and told him she wanted her \$700 refunded, because no work had been done on her case. Respondent responded via email that he would review her file and contact her. Respondent never contacted Roberts or refunded her unearned advance attorney fee of \$700.

#### **CONCLUSIONS OF LAW RE NO. 11-O-12523 (ROBERTS)**

47. By allowing Bradley to meet with Roberts to discuss the legal action that would be taken, determine the legal action that would be taken, set the amount of the advance attorney fees, and sign the retainer agreement, Respondent aided a person in the unauthorized practice of law in willful violation of rule 1-300(A).

48. By failing to perform any work of value to prevent the unlawful detainer, Respondent failed to act competently and willfully violated rule 3-110(A).

49. By failing to perform any work of value on Roberts' matter, Respondent willfully violated rule 3-700(A)(2).

50. By failing to refund the unearned \$700 advance attorney fee after Respondent's services were terminated, Respondent willfully violated rule 3-700(D)(2).

#### **FACTS RE CASE RE NO. 11-O-12593 (ANGELITO)**

51. On or about May 24, 2010, Nayeli Angelito ("Angelito") went to the Hope Now office to obtain legal assistance with her deportation proceeding. Angelito signed a retainer agreement for \$3,500 for Respondent to represent her matter. On or about May 24, 2010, Angelito paid a down payment of \$2,700 towards the advance attorney fees.

52. On or about May 26, 2010, Respondent appeared on behalf of Angelito at a hearing before the Immigration Court. Respondent requested a continuance because he had just retained. The Immigration Court set a court date of August 25, 2010.

53. On or about August 21, 2010, Respondent called Angelito and told her he needed an additional \$1,000 before he appeared in court on August 25, 2010.

54. On or about August 24, 2010, Angelito paid \$1,000 to Hope Now. Angelito received a call approximately one hour after she confirmed payment had been made to Hope Now from an employee of Hope Now. The employee told her that Respondent could not appear for her on August 25, 2010, because he had a conflicting traffic matter he must appear on in another court.

55. On August 25, 2010, Angelito called Hope Now approximately ten times to speak to Respondent. Angelito was unable to speak with Respondent and Bradley told her that she would be deported or taken into custody if she went to court to represent herself.

56. Angelito contacted another attorney after speaking with Bradley. The attorney agreed to represent her in court on August 25, 2010 and advised her that what she had been told by Bradley was incorrect.

57. On August 25, 2010, Angelito went to Hope Now to demand a refund of the fee she paid, but Respondent was not there. Angelito called Hope Now for a refund of her fee. Angelito returned to Hope Now to demand a refund, and met with Bradley who refunded her \$1,000.

58. Angelito has continued to call and email Hope Now requesting an additional refund of her fee since the only work that Respondent did on her case was to appear in Court and request a continuance, but she has gotten no response or refund from Respondent.

## **CONCLUSIONS OF LAW RE NO. 11-O-12593 (ANGELITO)**

59. By allowing Bradley to incorrectly advise Angelito regarding the legal consequences of appearing pro per for her August 25, 2010 court date, Respondent aided a person in the unauthorized practice of law in willful violation of rule 1-300(A).

60. By failing to perform any work of value on the deportation proceeding, Respondent failed to act competently and willfully violated rule 3-110(A).

61. By failing to perform any work of value on Angelito's matter, Respondent willfully violated rule 3-700(A)(2).

62. By failing to refund the remaining unearned \$2,700 advance attorney fee after Respondent's services were terminated, Respondent willfully violated rule 3-700(D)(2).

## **FACTS RE CASE NO. 11-O-12783 (CARO)**

63. On January 25, 2011, Manuel Caro ("Caro") went to the Hope Now office to discuss the recent foreclosure on his home. Caro met with Bradley, who told him that Caro could recover his home through litigation and a forensic loan audit. Caro asked to speak to an attorney, but Bradley convinced Caro that Caro did not need to speak with an attorney. Caro signed the Hope Now retainer agreement for \$5,000 and make a \$1500 payment towards the fee. Bradley signed the retainer agreement on behalf of Hope Now.

64. Between on or about January 25, 2011 and on or about February 7, 2011, Caro made numerous attempts through emails and phone calls to speak with Respondent and obtain a status report about his case. Respondent received the email and messages, but failed to provide the status report or otherwise communicate with Caro.

65. On or about February 7, 2011, Caro called and spoke with Bradley. Caro told Bradley that Caro was terminating Hope Now because of the failure to communicate and provide a status report, and was demanding a refund. Bradley told Caro that the work Hope Now had done on Caro's case exceeded the \$1,500 he had paid, and that Caro would have to pay additional money if he wanted Hope Now to remain on the case.

66. No work of value was performed for Caro and Hope Now failed to communicate with Caro, but Hope Now refunded the \$1,500 for unearned advance attorney fees.

## **CONCLUSIONS OF LAW RE CASE NO. 11-O-12783 (CARO)**

67. By allowing Bradley to meet with Caro to discuss legal rights and remedies, set the advance attorney fees, and sign the retainer, Respondent aided a person in the unauthorized practice of law in willful violation of rule 1-300(A).

68. By failing to perform any work of value on the unlawful detainer proceeding, Respondent failed to act competently and willfully violated rule 3-110(A).

69. By failing to perform any work or value on Caro's matter, Respondent willfully violated rule 3-700(A)(2).

#### **COSTS OF DISCIPLINARY PROCEEDINGS.**

Respondent acknowledges that the Office of the Chief Trial Counsel has told respondent that as of June 30, 2011, the prosecution costs in this matter are approximately \$5,078. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

#### **FINANCIAL CONDITIONS, RESTITUTION.**

Respondent waives any objection to payment by the State Bar Client Security Fund upon a claim for the principal amount of restitution of approximately \$14,900

#### **AUTHORITIES SUPPORTING DISCIPLINE.**

Standard 1.3 of the Standards for Attorney Sanctions for Professional Misconduct ("Standards") provides that the primary purpose of discipline is the protection of the public, the courts and legal profession; maintenance of high professional standards; and the preservation of public confidence in the legal profession.

Standard 2.4 provides that culpability of a member of willfully failing to perform services demonstrating the member's abandonment of cases in which he was retained shall result in disbarment.

In the case of *In re Ronald Robert Silverton*, (2005) 36 Cal.4th 81, 92, the Supreme Court held that Standards are entitled to great weight and the State Bar Court should follow their guidance whenever possible.

The parties submit that disbarment pursuant to, *inter alia*, Standard 2.4 is the appropriate discipline in this matter.

#### **STATE BAR ETHICS SCHOOL EXCLUSION.**

It is recommended that Respondent not be required to attend State Bar Ethics School because he is stipulating to disbarment.

#### **MULTISTATE PROFESSIONAL RESPONSIBILITY EXAMINATION EXCLUSION.**

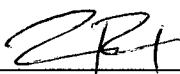
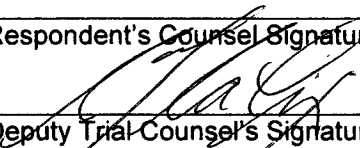
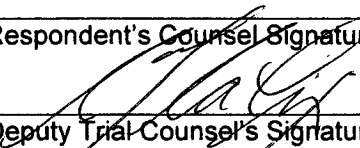
It is recommended that Respondent not be required to take the Multistate Professional Responsibility Examination because he is stipulating to disbarment.

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In the Matter of: Terrell W. Proctor	Case number(s): 11-O-11545, 11-O-11782, 11-O-12087 <sup>8681</sup> , 11-O-12523, 11-O-12593, and 11-O-12783
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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.

<u>6/30/11</u> Date	<u></u> Respondent's Signature	<u>Terrell W. Proctor</u> Print Name
<u>6/30/2011</u> Date	<u></u> Respondent's Counsel Signature	<u>Charles T. Calix</u> Print Name
<u>6/30/2011</u> Date	<u></u> Deputy Trial Counsel's Signature	<u>Charles T. Calix</u> Print Name

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In the Matter of: Terrell W. Proctor	Case Number(s): 11-O-11545, 11-O-11782, 11-O-12087, 11-O-12523, 11-O-12593, and 11-O-12783
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### DISBARMENT ORDER

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

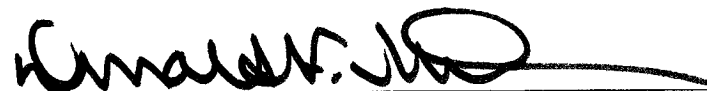
- ☒ The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- ☐ The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- ☐ All Hearing dates are vacated.

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

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

Date

7/12/11



Judge of the State Bar Court

**DONALD F. MILES**

## 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 July 12, 2011, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND  
ORDER APPROVING

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

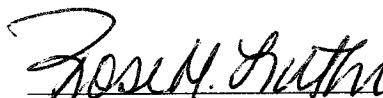
- ☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

TERRELL W. PROCTOR  
HOPE NOW LAW CENTER INC  
10840 PARAMOUNT BLVD  
DOWNEY, CA 90241

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

CHARLES CALIX, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on July 12, 2011.



Rose Luthi  
Case Administrator  
State Bar Court