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FILED

OCT 10 2012

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

PUBLIC MATTER



STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of:)	Case No.: 11-O-18390; 11-O-18575;
)	11-O-18719; 11-O-18819; 11-O-19467;
STEPHEN LYSTER SIRINGORINGO,)	11-O-19573; 12-O-10073; 12-O-10594;
No. 264161,)	12-O-10937; 12-O-12152; 12-O-12162;
)	12-O-12421; 12-O-12812; 12-O-12832;
)	12-O-13035; 12-O-13419; 12-O-13881;
A Member of the State Bar.)	12-O-14080; 12-O-14514; 12-O-14632;
)	
)	NOTICE OF DISCIPLINARY CHARGES
)	

NOTICE - FAILURE TO RESPOND!

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

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

1 The State Bar of California alleges:

2 JURISDICTION

3 1. STEPHEN LYSTER SIRINGORINGO ("Respondent") was admitted to the
4 practice of law in the State of California on July 28, 2009, was a member at all times pertinent to
5 these charges, and is currently a member of the State Bar of California.

6 COUNT ONE

7 Case No. 11-O-18390
8 Business & Professions Code, section 6106.3
[Charging and Collecting Advanced Fees for Loan Modification Services]

9 2. Respondent willfully violated Business & Professions Code, section 6106.3, by
10 charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to
11 perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as
12 follows:

13 3. Civil Code section 2944.7 took effect on October 11, 2009.

14 4. On or about May 26, 2011, Manuel Carvajal ("Carvajal") signed an engagement
15 agreement employing Respondent to negotiate and obtain a home mortgage loan modification for
16 Carvajal.

17 5. On or about May 26, 2011, Carvajal paid Respondent \$1,995.00 as an advanced fee.
18 On that date, Respondent had not completed all the contracted-for services described in the
19 engagement agreement with Carvajal.

20 6. On or about June 22, 2011, July 21, 2011, August 22, 2011 and September 23,
21 2011, Carvajal paid Respondent \$300.00 on each date as an advanced fee. On each of the above-
22 listed dates, Respondent had not completed all the contracted-for services described in the
23 engagement agreement with Carvajal.

24 7. By charging and receiving advanced fees from Carvajal after October 11, 2009 in
25 exchange for agreeing to perform loan modification services in violation of California Civil
26 Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section
27 6106.3.

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Business & Professions Code, section 6106.3
[Charging and Collecting Advanced Fees for Loan Modification Services]

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1 Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section
2 6106.3.

3 COUNT THREE

4 Case No. 11-O-18719
5 Business & Professions Code, section 6106.3
6 [Charging and Collecting Advanced Fees for Loan Modification Services]

7 16. Respondent willfully violated Business & Professions Code, section 6106.3, by
8 charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to
9 perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as
10 follows:

11 17. Civil Code section 2944.7 took effect on October 11, 2009.

12 18. On or about August 27, 2011, Joseph J. Davis ("Davis") signed an engagement
13 agreement employing Respondent to negotiate and obtain a home mortgage loan modification for
14 Davis.

15 19. On or about August 27, 2011, Davis paid Respondent \$200.00 as an advanced fee.
16 On that date, Respondent had not completed all the contracted-for services described in the
17 engagement agreement with Davis.

18 20. In addition, on or about August 27, 2011, Davis gave Respondent two checks post-
19 dated for September 9, 2011 and October 5, 2011, in the amounts of \$1,000.00 and \$800.00,
20 respectively, as payment for the remaining \$1,800.00 of the advanced fee.

21 21. On or about September 9, 2011, Respondent deposited or caused to be deposited
22 Davis's check previously post-dated for September 9, 2011, in the amount of \$1,000.00, which
23 was paid to Respondent as an advanced fee. On that date, Respondent had not completed all the
24 contracted-for services described in the engagement agreement with Davis.

25 22. On or about October 6, 2011, Respondent deposited or caused to be deposited
26 Davis's check previously post-dated for October 5, 2011, in the amount of \$800.00, which was
27 paid to Respondent as an advanced fee. On that date, Respondent had not completed all the
28 contracted-for services described in the engagement agreement with Davis.

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23. By charging and receiving advanced fees from Davis after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section 6106.3.

COUNT FOUR

Case No. 11-O-18819
Business & Professions Code, section 6106.3
[Charging and Collecting Advanced Fees for Loan Modification Services]

24. Respondent willfully violated Business & Professions Code, section 6106.3, by charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as follows:

25. Civil Code section 2944.7 took effect on October 11, 2009.

26. On or about July 11, 2011, Herminio Haro ("Haro") signed an engagement agreement employing Respondent to negotiate and obtain a home mortgage loan modification for Haro.

27. On or about July 12, 2011, Haro paid Respondent \$500.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Haro.

28. On or about August 2, 2011, Haro paid Respondent \$495.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Haro.

29. On or about August 8, 2011, Haro paid Respondent \$500.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Haro.

30. On or about August 9, 2011, Haro paid Respondent \$500.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Haro.

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31. By charging and receiving advanced fees from Haro after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section 6106.3.

COUNT FIVE

Case No. 11-O-19467
Business & Professions Code, section 6106.3
[Charging and Collecting Advanced Fees for Loan Modification Services]

32. Respondent willfully violated Business & Professions Code, section 6106.3, by charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as follows:

33. Civil Code section 2944.7 took effect on October 11, 2009.

34. On or about May 24, 2011, Herminio Marquez ("Marquez") signed an engagement agreement employing Respondent to negotiate and obtain a home mortgage loan modification for Marquez.

35. On or about May 24, 2011, Marquez paid Respondent \$2,495.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Marquez.

36. On or about June 24, 2011, Marquez paid Respondent \$295.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Marquez.

37. On or about July 27, 2011, Marquez paid Respondent \$295.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Marquez.

38. In or about August, 2011, Marquez paid Respondent \$295.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Marquez.

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39. By charging and receiving advanced fees from Marquez after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section 6106.3.

COUNT SIX

Case No. 11-O-19573
Business & Professions Code, section 6106.3
[Charging and Collecting Advanced Fees for Loan Modification Services]

40. Respondent willfully violated Business & Professions Code, section 6106.3, by charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as follows:

41. Civil Code section 2944.7 took effect on October 11, 2009.

42. On or about March 7, 2011, Randy and Ellen Hargrove (“the Hargroves”) signed an engagement agreement employing Respondent to negotiate and obtain a home mortgage loan modification for the Hargroves.

43. On or about March 10, 2011, the Hargroves paid Respondent \$2,000.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with the Hargroves.

44. On or about April 14, 2011, May 11, 2011, June 21, 2011, July 19, 2011, August 11, 2011 and September 13, 2011, the Hargroves paid Respondent \$495.00 on each date as an advanced fee. On each of the above-listed dates, Respondent had not completed all the contracted-for services described in the engagement agreement with the Hargroves.

45. By charging and receiving advanced fees from the Hargroves after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section 6106.3.

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1 COUNT SEVEN

2 Case No. 12-O-10073
3 Business & Professions Code, section 6106.3
4 [Charging and Collecting Advanced Fees for Loan Modification Services]

5 46. Respondent willfully violated Business & Professions Code, section 6106.3, by
6 charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to
7 perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as
8 follows:

9 47. Civil Code section 2944.7 took effect on October 11, 2009.

10 48. On or about August 1, 2011, Scott and Vicky Dobias ("the Dobiases") signed an
11 engagement agreement employing Respondent to negotiate and obtain a home mortgage loan
12 modification for the Dobiases.

13 49. On or about August 4, 2011, August 5, 2011, August 17, 2011, September 2, 2011
14 and September 6, 2011, the Dobiases paid Respondent \$500.00 on each date as an advanced fee.
15 On each of the above-listed dates, Respondent had not completed all the contracted-for services
16 described in the engagement agreement with the Dobiases.

17 50. On or about September 6, 2011, September 12, 2011, October 17, 2011 and
18 November 15, 2011, the Dobiases paid Respondent \$495.00 on each date as an advanced fee.
19 On each of the above-listed dates, Respondent had not completed all the contracted-for services
20 described in the engagement agreement with the Dobiases.

21 51. By charging and receiving advanced fees from the Dobiases after October 11, 2009
22 in exchange for agreeing to perform loan modification services in violation of California Civil
23 Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section
24 6106.3.

25 COUNT EIGHT

26 Case No. 12-O-10594
27 Business & Professions Code, section 6106.3
28 [Charging and Collecting Advanced Fees for Loan Modification Services]

52. Respondent willfully violated Business & Professions Code, section 6106.3, by
charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to

1 perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as
2 follows:

3 53. Civil Code section 2944.7 took effect on October 11, 2009.

4 54. On or about July 24, 2011, Sam Walsh ("Walsh") signed an engagement agreement
5 employing Respondent to negotiate and obtain a home mortgage loan modification for Walsh.

6 55. On or about August 2, 2011 and September 1, 2011, Walsh paid Respondent
7 \$1,000.00 on each date as an advanced fee. On each of the above-listed dates, Respondent had
8 not completed all the contracted-for services described in the engagement agreement with Walsh.

9 56. On or about September 17, 2011, October 17, 2011 and November 17, 2011, Walsh
10 paid Respondent \$295.00 on each date as an advanced fee. On each of the above-listed dates,
11 Respondent had not completed all the contracted-for services described in the engagement
12 agreement with Walsh.

13 57. By charging and receiving advanced fees from Walsh after October 11, 2009 in
14 exchange for agreeing to perform loan modification services in violation of California Civil
15 Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section
16 6106.3.

17 COUNT NINE

18 Case No. 12-O-10937

19 Business & Professions Code, section 6106.3

20 [Charging and Collecting Advanced Fees for Loan Modification Services]

21 58. Respondent willfully violated Business & Professions Code, section 6106.3, by
22 charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to
23 perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as
24 follows:

25 59. Civil Code section 2944.7 took effect on October 11, 2009.

26 60. On or about July 29, 2011, Evelyn Townley ("Townley") signed an engagement
27 agreement employing Respondent to negotiate and obtain a home mortgage loan modification for
28 Townley.

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61. On or about July 29, 2011, Townley paid Respondent \$1,000.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Townley.

62. In addition, on or about July 29, 2011, Townley gave Respondent two checks post-dated for August 19, 2011 and August 25, 2011, in the amounts of \$1,000.00 and \$250.00, respectively, as payment for the remaining \$1,250.00 of the advanced fee.

63. On or about August 19, 2011, Respondent deposited or caused to be deposited Townley's check previously post-dated for August 19, 2011, in the amount of \$1,000.00, which was paid to Respondent as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Townley.

64. On or about August 25, 2011, Respondent deposited or caused to be deposited Townley's check previously post-dated for August 25, 2011, in the amount of \$250.00, which was paid to Respondent as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Townley.

65. On or about September 30, 2011, Townley paid Respondent \$495.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Townley.

66. By charging and receiving advanced fees from Townley after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section 6106.3.

COUNT TEN

Case No. 12-O-12152

Business & Professions Code, section 6106.3

[Charging and Collecting Advanced Fees for Loan Modification Services]

67. Respondent willfully violated Business & Professions Code, section 6106.3, by charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as follows:

1 perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as
2 follows:

3 76. Civil Code section 2944.7 took effect on October 11, 2009.

4 77. On or about September 30, 2011, Barbara McAlpine ("McAlpine") signed an
5 engagement agreement employing Respondent to negotiate and obtain a home mortgage loan
6 modification for McAlpine.

7 78. On or about September 30, 2011, McAlpine paid Respondent \$1,000.00 as an
8 advanced fee. On that date, Respondent had not completed all the contracted-for services
9 described in the engagement agreement with McAlpine.

10 79. On or about October 1, 2011, McAlpine paid Respondent \$995.00 as an advanced
11 fee. On that date, Respondent had not completed all the contracted-for services described in the
12 engagement agreement with McAlpine.

13 80. On or about October 31, 2011 and December 8, 2011, McAlpine paid Respondent
14 \$495.00 on each date as an advanced fee. On each of the above-listed dates, Respondent had not
15 completed all the contracted-for services described in the engagement agreement with McAlpine.

16 81. By charging and receiving advanced fees from McAlpine after October 11, 2009 in
17 exchange for agreeing to perform loan modification services in violation of California Civil
18 Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section
19 6106.3.

20 COUNT TWELVE

21 Case No. 12-O-12421

22 Business & Professions Code, section 6106.3

23 [Charging and Collecting Advanced Fees for Loan Modification Services]

24 82. Respondent willfully violated Business & Professions Code, section 6106.3, by
25 charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to
26 perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as
27 follows:

28 83. Civil Code section 2944.7 took effect on October 11, 2009.

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84. On or about July 16, 2011, Pedro N. Ibanez ("Ibanez") signed an engagement agreement employing Respondent to negotiate and obtain a home mortgage loan modification for Ibanez.

85. On or about July 16, 2011, Ibanez paid Respondent \$1,000.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Ibanez.

86. On or about August 13, 2011, Ibanez paid Respondent \$995.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Ibanez.

87. On or about September 7, 2011 and September 30, 2011, Ibanez paid Respondent \$495.00 on each date as an advanced fee. On each of the above-listed dates, Respondent had not completed all the contracted-for services described in the engagement agreement with Ibanez.

88. By charging and receiving advanced fees from Ibanez after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section 6106.3.

COUNT THIRTEEN

Case No. 12-O-12812

Business & Professions Code, section 6106.3

[Charging and Collecting Advanced Fees for Loan Modification Services]

89. Respondent willfully violated Business & Professions Code, section 6106.3, by charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as follows:

90. Civil Code section 2944.7 took effect on October 11, 2009.

91. On or about May 25, 2011, Rosario S. Castro ("Castro") signed an engagement agreement employing Respondent to negotiate and obtain a home mortgage loan modification for Castro.

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92. On or about June 24, 2011, Castro paid Respondent \$1,500.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Castro.

93. On or about August 8, 2011, Castro paid Respondent \$400.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Castro.

94. By charging and receiving advanced fees from Castro after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section 6106.3.

COUNT FOURTEEN

Case No. 12-O-12832
Business & Professions Code, section 6106.3
[Charging and Collecting Advanced Fees for Loan Modification Services]

95. Respondent willfully violated Business & Professions Code, section 6106.3, by charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as follows:

96. Civil Code section 2944.7 took effect on October 11, 2009.

97. On or about February 24, 2011, John G. Salay (“Salay”) signed an engagement agreement employing Respondent to negotiate and obtain a home mortgage loan modification for Salay.

98. On or about February 24, 2011, Salay paid Respondent \$750.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Salay.

99. On or about March 24, 2011, Salay paid Respondent \$745.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Salay.

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100. On or about May 13, 2011, Salay paid Respondent \$480.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Salay.

101. By charging and receiving advanced fees from Salay after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section 6106.3.

COUNT FIFTEEN

Case No. 12-O-13035

Business & Professions Code, section 6106.3

[Charging and Collecting Advanced Fees for Loan Modification Services]

102. Respondent willfully violated Business & Professions Code, section 6106.3, by charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as follows:

103. Civil Code section 2944.7 took effect on October 11, 2009.

104. On or about November 4, 2011, Teresa L. Van Vranken (“Van Vranken”) signed an engagement agreement employing Respondent to negotiate and obtain a home mortgage loan modification for Van Vranken.

105. On or about November 4, 2011, Van Vranken paid Respondent \$2,500.00 as an advanced fee. On that date, Respondent had not completed all the contracted-for services described in the engagement agreement with Van Vranken.

106. On or about December 11, 2011, January 12, 2012, February 12, 2012 and March 12, 2012, Van Vranken paid Respondent \$495.00 on each date as an advanced fee. On each of the above-listed dates, Respondent had not completed all the contracted-for services described in the engagement agreement with Van Vranken.

107. By charging and receiving advanced fees from Van Vranken after October 11, 2009 in exchange for agreeing to perform loan modification services in violation of California Civil

1 Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section
2 6106.3.

3 COUNT SIXTEEN

4 Case No. 12-O-13419
5 Business & Professions Code, section 6106.3
6 [Charging and Collecting Advanced Fees for Loan Modification Services]

7 108. Respondent willfully violated Business & Professions Code, section 6106.3, by
8 charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to
9 perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as
10 follows:

11 109. Civil Code section 2944.7 took effect on October 11, 2009.

12 110. On or about April 2, 2011, Veronica Griffin ("Griffin") signed an engagement
13 agreement employing Respondent to negotiate and obtain a home mortgage loan modification for
14 Griffin.

15 111. On or about April 2, 2011, Griffin paid Respondent \$1,495.00 as an advanced fee.
16 On that date, Respondent had not completed all the contracted-for services described in the
17 engagement agreement with Griffin.

18 112. On or about April 29, 2011, Griffin paid Respondent \$495.00 as an advanced fee.
19 On that date, Respondent had not completed all the contracted-for services described in the
20 engagement agreement with Griffin.

21 113. By charging and receiving advanced fees from Griffin after October 11, 2009 in
22 exchange for agreeing to perform loan modification services in violation of California Civil
23 Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section
24 6106.3.

25 COUNT SEVENTEEN

26 Case No. 12-O-13881
27 Business & Professions Code, section 6106.3
28 [Charging and Collecting Advanced Fees for Loan Modification Services]

114. Respondent willfully violated Business & Professions Code, section 6106.3, by
charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to

1 perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as
2 follows:

3 115. Civil Code section 2944.7 took effect on October 11, 2009.

4 116. On or about April 26, 2011, David Orellana ("Orellana") signed an engagement
5 agreement employing Respondent to negotiate and obtain a home mortgage loan modification for
6 Orellana.

7 117. On or about April 26, 2011, Orellana paid Respondent \$2,990.00 as an advanced fee.
8 On that date, Respondent had not completed all the contracted-for services described in the
9 engagement agreement with Orellana.

10 118. On or about May 26, 2011, June 26, 2011 and July 26, 2011, Orellana paid
11 Respondent \$495.00 as an advanced fee. On each of the above-listed dates, Respondent had not
12 completed all the contracted-for services described in the engagement agreement with Orellana.

13 119. By charging and receiving advanced fees from Orellana after October 11, 2009 in
14 exchange for agreeing to perform loan modification services in violation of California Civil
15 Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section
16 6106.3.

17 COUNT EIGHTEEN

18 Case No. 12-O-14080

19 Business & Professions Code, section 6106.3

20 [Charging and Collecting Advanced Fees for Loan Modification Services]

21 120. Respondent willfully violated Business & Professions Code, section 6106.3, by
22 charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to
23 perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as
24 follows:

25 121. Civil Code section 2944.7 took effect on October 11, 2009.

26 122. On or about September 7, 2011, William and Irene Sosa ("the Sosas") signed an
27 engagement agreement employing Respondent to negotiate and obtain a home mortgage loan
28 modification for the Sosas.

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1 123. On or about September 7, 2011, the Sosas paid Respondent \$900.00 as an advanced
2 fee. On that date, Respondent had not completed all the contracted-for services described in the
3 engagement agreement with the Sosas.

4 124. On or about September 22, 2011, the Sosas paid Respondent \$1,600.00 as an
5 advanced fee. On that date, Respondent had not completed all the contracted-for services
6 described in the engagement agreement with the Sosas.

7 125. On or about October 6, 2011, November 7, 2011, December 8, 2011, January 6,
8 2012 and February 1, 2012, the Sosas paid Respondent \$495.00 on each date as an advanced fee.
9 On each of the above-listed dates, Respondent had not completed all the contracted-for services
10 described in the engagement agreement with the Sosas.

11 126. By charging and receiving advanced fees from the Sosas after October 11, 2009 in
12 exchange for agreeing to perform loan modification services in violation of California Civil
13 Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section
14 6106.3.

15 COUNT NINETEEN

16 Case No. 12-O-14514

17 Business & Professions Code, section 6106.3

18 [Charging and Collecting Advanced Fees for Loan Modification Services]

19 127. Respondent willfully violated Business & Professions Code, section 6106.3, by
20 charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to
21 perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as
22 follows:

23 128. Civil Code section 2944.7 took effect on October 11, 2009.

24 129. On or about December 9, 2011, Juan Williams, Sr. M.D. ("Williams") signed an
25 engagement agreement employing Respondent to negotiate and obtain a home mortgage loan
26 modification for Williams on three separate properties.

27 130. On or about December 15, 2011, Williams paid Respondent \$1,000.00 as an
28 advanced fee. On that date, Respondent had not completed all the contracted-for services
described in the engagement agreement with Williams.

1 131. On or about December 22, 2011, Williams paid Respondent \$1,500.00 as an
2 advanced fee. On that date, Respondent had not completed all the contracted-for services
3 described in the engagement agreement with Williams.

4 132. On or about January 4, 2012, January 24, 2012 and January 30, 2012, Williams paid
5 Respondent \$1,000.00 on each date as an advanced fee. On each of the above-listed dates,
6 Respondent had not completed all the contracted-for services described in the engagement
7 agreement with Williams.

8 133. On or about March 14, 2012, March 15, 2012 and April 16, 2012, Williams paid
9 Respondent \$1,485.00 as an advanced fee. On each of the above-listed dates, Respondent had
10 not completed all the contracted-for services described in the engagement agreement with
11 Williams.

12 134. By charging and receiving advanced fees from Williams after October 11, 2009 in
13 exchange for agreeing to perform loan modification services in violation of California Civil
14 Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section
15 6106.3.

16 COUNT TWENTY

17 Case No. 12-O-14632
18 Business & Professions Code, section 6106.3
19 [Charging and Collecting Advanced Fees for Loan Modification Services]

20 135. Respondent willfully violated Business & Professions Code, section 6106.3, by
21 charging and receiving advanced fees after October 11, 2009 in exchange for agreeing to
22 perform loan modification services in violation of California Civil Code section 2944.7(a)(1), as
23 follows:

24 136. Civil Code section 2944.7 took effect on October 11, 2009.

25 137. On or about November 19, 2011, Dennis Ross ("Ross") signed an engagement
26 agreement employing Respondent to negotiate and obtain a home mortgage loan modification for
27 the Ross.

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1 138. On or about December 30, 2011, Ross paid Respondent \$1,490.00 as an advanced
2 fee. On that date, Respondent had not completed all the contracted-for services described in the
3 engagement agreement with Ross.

4 139. On or about January 9, 2012, Ross paid Respondent \$300.00 as an advanced fee. On
5 that date, Respondent had not completed all the contracted-for services described in the
6 engagement agreement with Ross.

7 140. On or about March 1, 2012, Ross paid Respondent \$600.00 as an advanced fee. On
8 that date, Respondent had not completed all the contracted-for services described in the
9 engagement agreement with Ross.

10 141. On or about April 9, 2012, Ross paid Respondent \$400.00 as an advanced fee. On
11 that date, Respondent had not completed all the contracted-for services described in the
12 engagement agreement with Ross.

13 142. On or about May 1, 2012, Ross paid Respondent \$790.00 as an advanced fee. On
14 that date, Respondent had not completed all the contracted-for services described in the
15 engagement agreement with Ross.

16 143. In or about January 2012, February 2012, March 2012 and April 2012, Ross paid
17 Respondent \$495.00 on each date as an advanced fee. On each of the above-listed dates,
18 Respondent had not completed all the contracted-for services described in the engagement
19 agreement with Ross.

20 144. By charging and receiving advanced fees from Ross after October 11, 2009 in
21 exchange for agreeing to perform loan modification services in violation of California Civil
22 Code section 2944.7(a)(1), Respondent willfully violated Business and Professions Code section
23 6106.3.

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1 COUNT TWENTY-ONE

2 Case No.'s 11-O-18390; 11-O-18575; 11-O-18719; 11-O-18819; 11-O-19467;
3 11-O-19573; 12-O-10073; 12-O-10594; 12-O-10937; 12-O-12152;
4 12-O-12162; 12-O-12421; 12-O-12812; 12-O-12832; 12-O-13035;
5 12-O-13419; 12-O-13881; 12-O-14080; 12-O-14514; 12-O-14632;

6 Rules of Professional Conduct, rule 1-310
7 [Forming a Partnership with a Non-Lawyer]

8 145. Respondent willfully violated Rules of Professional Conduct, rule 1-310, by
9 forming a partnership with a person who is not a lawyer where at least one of the activities of
10 that partnership consisted of the practice of law, as follows:

11 146. In or about December 2009, Respondent met with Alfred Clausen and Josh Cobb,
12 the owners and operators of Clausen & Cobb Management, Inc. (collectively "CCMI") to discuss
13 the services that CCMI offered to attorneys.

14 147. Prior to meeting with Alfred Clausen and Josh Cobb, Respondent was aware that
15 Alfred Clausen and Josh Cobb had in the past formed partnerships with other attorneys who
16 agreed and authorized Alfred Clausen and Josh Cobb to operate and manage their law office in
17 violation of the Rules of Professional Conduct and California law.

18 148. In or about December 2009, after their meeting, Respondent and CCMI entered into
19 an agreement regarding loan modification services ("Loan Modification Partnership"). Under
20 the Loan Modification Partnership, CCMI agreed to open a new location for Respondent's law
21 office on 9th Street in Upland, California ("Upland Office"), staff the location with CCMI
22 employees who, independently and without supervision by Respondent, would personally meet
23 with clients in the Upland Office to sell Respondent's loan modification services, pay all
24 expenses associated with the operation of the Upland Office, including but not limited to payroll,
25 utilities and rent and pay for advertising that would promote the loan modification services
26 offered by Respondent's law office. In exchange, under the Loan Modification Partnership,
27 Respondent would pay over to CCMI a specified percentage of the legal fee revenues generated
28 through the Upland Office with CCMI.

149. Thereafter, as the number of clients retained through the Loan Modification
Partnership grew, Respondent and CCMI agreed to open additional locations in the City of

1 Rancho Cucamonga, California ("Rancho Cucamonga Office") to perform processing of loan
2 modification applications and another location in the City of Glendale, California ("Glendale
3 Office") which operated in the same manner as the Upland Office. Both the Rancho Cucamonga
4 Office and the Glendale Office were managed and operated by CCMI, under the same or similar
5 terms as used in the Loan Modification Partnership for the Upland Office.

6 150. By entering into an agreement with CCMI to provide new and additional office
7 locations, by entering into an agreement with CCMI to provide staffing for each office to meet
8 with clients independently and without supervision by Respondent, by entering into an
9 agreement with CCMI where CCMI would pay for all expenses associated with each office
10 location and by entering into an agreement with CCMI where CCMI would pay for advertising
11 that would promote the loan modification services offered by Respondent's law office, all in
12 exchange for Respondent's agreement to pay over to CCMI a specified percentage of the legal
13 fee revenues generated from Respondent's law office locations opened by CCMI, Respondent
14 formed a partnership with a non-attorney in willful violation of Rules of Professional Conduct,
15 rule 1-310.

16 COUNT TWENTY-TWO

17 Case No.'s 11-O-18390; 11-O-18575; 11-O-18719; 11-O-18819; 11-O-19467;
18 11-O-19573; 12-O-10073; 12-O-10594; 12-O-10937; 12-O-12152;
19 12-O-12162; 12-O-12421; 12-O-12812; 12-O-12832; 12-O-13035;
20 12-O-13419; 12-O-13881; 12-O-14080; 12-O-14514; 12-O-14632;
Rules of Professional Conduct, Rule 1-320(A)
[Sharing Legal Fees with a Non-Lawyer]

21 151. Respondent willfully violated Rules of Professional Conduct, rule 1-320(A), by
22 sharing legal fees with a person who is not a lawyer, as follows:

23 152. The allegations of Counts One through Twenty-One are incorporated by reference.

24 153. Pursuant to the Loan Modification Partnership, Respondent agreed to pay CCMI a
25 specified percentage of the legal fee revenues generated through the Upland Office, the Rancho
26 Cucamonga Office and the Glendale Office locations.

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1 154. Carvajal, Rodriguez, Davis, Haro, Marquez, the Hargroves, the Dobiases, Walsh,
2 Townley, Johnston, McAlpine, Ibanez, Castro, Salay, Griffin, Orellana, the Sosas and Williams
3 were clients that after meeting with CCMI employees at the Upland Office retained Respondent.

4 155. Carvajal, Rodriguez, Davis, Haro, Marquez, the Hargroves, the Dobiases, Walsh,
5 Townley, Johnston, McAlpine, Ibanez, Castro, Salay, Griffin, Orellana, the Sosas and Williams
6 paid a retainer fee to Respondent that was directly collected and processed by CCMI employees.

7 156. Respondent thereafter paid CCMI, periodically or upon demand, a specified
8 percentage of the retainer fees he collected from Carvajal, Rodriguez, Davis, Haro, Marquez, the
9 Hargroves, the Dobiases, Walsh, Townley, Johnston, McAlpine, Ibanez, Castro, Salay, Griffin,
10 Orellana, the Sosas and Williams.

11 157. Van Vranken and Ross were clients who after meeting with CCMI employees at
12 the Glendale Office retained Respondent.

13 158. Van Vranken and Ross paid a retainer fee to Respondent that was directly
14 collected and processed by CCMI employees.

15 159. Respondent thereafter paid CCMI, periodically or upon demand, a specified
16 percentage of the retainer fees he collected from Van Vranken and Ross.

17 160. By sharing the legal fees paid by Carvajal, Rodriguez, Davis, Haro, Marquez, the
18 Hargroves, the Dobiases, Walsh, Townley, Johnston, McAlpine, Ibanez, Castro, Salay, Griffin,
19 Orellana, the Sosas and Williams at the Upland Office with CCMI, and by sharing the legal fees
20 paid by Van Vranken and Ross at the Glendale Office with CCMI, Respondent shared legal fees
21 with a person who is not a lawyer in willful violation of Rules of Professional Conduct, rule 1-
22 320(A).

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1 COUNT TWENTY-THREE

2 Case No.'s 11-O-18390; 11-O-18575; 11-O-18719; 11-O-18819; 11-O-19467;
3 11-O-19573; 12-O-10073; 12-O-10594; 12-O-10937; 12-O-12152;
4 12-O-12162; 12-O-12421; 12-O-12812; 12-O-12832; 12-O-13035;
5 12-O-13419; 12-O-13881; 12-O-14080; 12-O-14514; 12-O-14632;

6 Rules of Professional Conduct, rule 1-300(A)
7 [Aiding and Abetting the Unlawful Practice of Law]

8 161. Respondent willfully violated Rules of Professional Conduct, rule 1-300(A), by
9 aiding and abetting a person or entity in the unauthorized practice of law, as follows:

10 162. The allegations of Counts One through Twenty-Two are incorporated by reference.

11 163. Respondent allowed Alfred Clausen, Josh Cobb and CCMI staff, none of whom are
12 attorneys, to use his name in the Upland Office, Rancho Cucamonga Office and Glendale Office
13 to give each office the public appearance of being a law office operated and managed by
14 Respondent.

15 164. At all relevant times herein, CCMI operated and managed the Upland Office,
16 Rancho Cucamonga Office and Glendale Office.

17 165. Carvajal, Rodriguez, Davis, Haro, Marquez, the Hargroves, the Dobiases, Walsh,
18 Townley, Johnston, McAlpine, Ibanez, Castro, Salay, Griffin, Orellana, the Sosas and Williams
19 were clients who were told by CCMI staff and believed that the Upland Office was a law office
20 operated and managed by Respondent.

21 166. Carvajal, Rodriguez, Davis, Haro, Marquez, the Hargroves, the Dobiases, Walsh,
22 Townley, Johnston, McAlpine, Ibanez, Castro, Salay, Griffin, Orellana, the Sosas and Williams,
23 after signing their respective retainer agreements in the Upland Office were referred to the
24 Rancho Cucamonga Office for further handling and were told by CCMI staff and believed that
25 the Rancho Cucamonga Office was a law office and/or part of a law office operated and
26 managed by Respondent.

27 167. Van Vranken and Ross were clients who told by CCMI staff and believed that the
28 Glendale Office was a law office operated and managed by Respondent.

168. Van Vranken and Ross, after signing their respective retainer agreements in the
Upland Office were referred to the Rancho Cucamonga Office for further handling and were told

1 by CCMI staff and believed that the Rancho Cucamonga Office was a law office and/or part of a
2 law office operated and managed by Respondent.

3 169. Respondent, pursuant to the Loan Modification Partnership, agreed and allowed
4 CCMI staff in the Upland Office and the Glendale Office, independently and without supervision
5 by Respondent, to collect financial information from clients, analyze legal documents related to a
6 client's loan, offer legal advice regarding the availability of loan modification programs and
7 regarding the specific eligibility of a client for a particular loan modification program, complete
8 the terms of the retainer agreement whereby Respondent was retained as counsel and set the
9 amount of the retainer fee to be paid.

10 170. Carvajal, Rodriguez, Davis, Haro, Marquez, the Hargroves, the Dobiases, Walsh,
11 Townley, Johnston, McAlpine, Ibanez, Castro, Salay, Van Vranken, Griffin, Orellana, the Sosas,
12 Williams and Ross ("CLIENTS") had their financial information collected by CCMI staff, had
13 their legal documents relating to their loans analyzed by CCMI staff, were offered legal advice
14 regarding the availability of loan modification programs and regarding specific eligibility of a
15 client for a particular loan modification program by CCMI staff, had their retainer agreements
16 whereby they retained Respondent completed by CCMI staff and had the amount of the retainer
17 fee they would pay set by CCMI staff, all independently and without supervision by Respondent.

18 171. Respondent, pursuant to the Loan Modification Partnership, agreed and allowed
19 CCMI staff in the Upland Office and the Glendale Office to use the CCMI's name in
20 Respondent's correspondence to CLIENTS or third parties involved in CLIENTS' matters.

21 172. At all relevant times herein, none of the CLIENTS met with Respondent prior to or
22 at the time they retained Respondent.

23 173. Respondent, pursuant to the Loan Modification Partnership, agreed and allowed
24 CCMI to process the CLIENTS loan modifications independently and without supervision by
25 Respondent at the Rancho Cucamonga Office.

26 174. By allowing his name to be used by CCMI staff to obtain advanced fees from the
27 CLIENTS, collect financial information from clients, analyze legal documents related to a
28 client's loan, offer legal advice regarding the availability of loan modification programs and

1 regarding the specific eligibility of a client for a particular loan modification program, complete
2 the terms of the retainer agreement whereby Respondent was retained as counsel and set the
3 amount of the retainer fee to be paid, use CCMI's name on Respondent's correspondence to the
4 CLIENTS or third parties involved in CLIENTS' matters and process CLIENTS loan
5 modifications, all independently and without supervision by Respondent, Respondent willfully
6 aided and abetted a person or entity in the unauthorized practice of law.

7 COUNT TWENTY-FOUR

8 Case No.'s 11-O-18390; 11-O-18575; 11-O-18719; 11-O-18819; 11-O-19467;
9 11-O-19573; 12-O-10073; 12-O-10594; 12-O-10937; 12-O-12152;
10 12-O-12162; 12-O-12421; 12-O-12812; 12-O-12832; 12-O-13035;
11 12-O-13419; 12-O-13881; 12-O-14080; 12-O-14514; 12-O-14632;
Business and Professions Code section 6106
[Moral Turpitude]

12 175. Respondent wilfully violated Business and Professions Code section 6106, by
13 committing an act or acts involving moral turpitude, dishonesty or corruption, as follows:

14 176. The allegations of Counts One through Twenty-Three are incorporated by
15 reference.

16 177. At all time relevant herein, CCMI operated Respondent's loan modification law
17 practice at the Upland Office, Glendale Office and Rancho Cucamonga Office locations publicly
18 known as the Siringoringo Law Office or the Law Offices of Stephen L. Siringoringo.

19 178. Respondent allowed CCMI to create a false impression with the public, including
20 but not limited to his CLIENTS, that Respondent's loan modification law practice provided legal
21 services that were performed by Respondent (an attorney) and under Respondent's (an
22 attorney's) supervision.

23 179. The public, including but not limited to Respondent's CLIENTS believed that
24 when they retained the Siringoringo Law Office or the Law Offices of Stephen L. Siringoringo
25 that their loan modification matter was being performed by Respondent or an attorney associated
26 with Respondent and under Respondent's or an attorney associated with Respondent's
27 supervision.

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1 to perform legal services, specifically loan modification services, for the public, including but
2 not limited to CLIENTS.

3 186. At all relevant times herein, Respondent habitually disregarded his loan
4 modification law practice publicly known as Siringoringo Law Office or the Law Offices of
5 Stephen L. Siringoringo by accepting retainer agreements and retainer fees obtained by CCMI
6 from the public, including but not limited to CLIENTS, for legal services he did not perform or
7 was grossly negligent in not knowing he would not perform and when Respondent knew or was
8 grossly negligent in not knowing were in truth and fact legal services being performed by CCMI.

9 187. By habitually disregarding his loan modification law practice, Respondent
10 committed an act and/or acts involving moral turpitude, dishonesty or corruption.

11 **NOTICE - INACTIVE ENROLLMENT!**

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

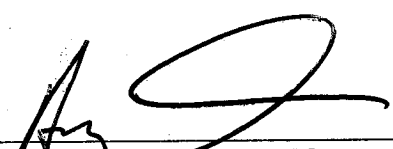
20 **NOTICE - COST ASSESSMENT!**

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

26 Respectfully submitted,

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

DATED: October 10, 2012

By: 
ASHOD MOORADIAN
Deputy Trial Counsel

1 **DECLARATION OF SERVICE BY UNITED STATES POSTAL SERVICE**
2 **CERTIFIED MAIL**

3 **CASE NUMBERS: 11-O-18390; 11-O-18575; 11-O-18719; 11-O-18819; 11-O-19467;**
4 **11-O-19573; 12-O-10073; 12-O-10594; 12-O-10937; 12-O-12152;**
5 **12-O-12162; 12-O-12421; 12-O-12812; 12-O-12832; 12-O-13035;**
6 **12-O-13419; 12-O-13881; 12-O-14080; 12-O-14514; 12-O-14632**

7 I, the undersigned, over the age of eighteen (18) years, whose business address and place
8 of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California
9 90015, declare that I am not a party to the within action; that I am readily familiar with the State
10 Bar of California's practice for collection and processing of correspondence for mailing with the
11 United States Postal Service; that in the ordinary course of the State Bar of California's practice,
12 correspondence collected and processed by the State Bar of California would be deposited with
13 the United States Postal Service that same day; that I am aware that on motion of party served,
14 service is presumed invalid if postal cancellation date or postage meter date on the envelope or
15 package is more than one day after date of deposit for mailing contained in the affidavit; and that
16 in accordance with the practice of the State Bar of California for collection and processing of
17 mail, I deposited or placed for collection and mailing in the City and County of Los Angeles, on
18 the date shown below, a true copy of the within

13 **NOTICE OF DISCIPLINARY CHARGES**

14 in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,
15 Article No.: 7196 9008 9111 0443 0061, at Los Angeles, on the date shown below, addressed to:

16 **Paul Jean Virgo**
17 **9909 Topanga Blvd # 282**
18 **Chatsworth, CA 91311**

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

21 DATED: October 10, 2012

22 Signed: Paula Heider
23 Paula Heider
24 Declarant
25
26
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