

**State Bar Court of California  
Hearing Department  
San Francisco  
DISBARMENT**

<b>Counsel For The State Bar</b>  Suzan J. Anderson Senior Trial Counsel 180 Howard Street San Francisco, California (415) 538-2209  Bar # 160559	<b>Case Number(s):</b> 12-O- <del>10704</del> 10714 12-O-17802 12-O-17925 13-O-11071 13-O-11546 13-O-13550 13-O-13900 13-O-14543 13-O-16078	<b>For Court use only</b>  <b>PUBLIC MATTER</b>  <b>FILED</b> 10  NOV 18 2013  STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
<b>In Pro Per Respondent</b>  Kristin Lynn Day 1911 Douglas Boulevard Ste 85 PMB 245 Roseville, California 95661 (916) 256-4616  Bar # 269679	<b>Submitted to: Settlement Judge</b>  STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT	
<b>In the Matter of:</b> <b>KRISTIN LYNN DAY</b>  Bar # 269679  A Member of the State Bar of California (Respondent)	<b>DISBARMENT</b>  <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	

**Note:** All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

**A. Parties' Acknowledgments:**

- (1) Respondent is a member of the State Bar of California, admitted June 1, 2010.
- (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 (13) 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. Please see stipulation page 9.

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- (5) ☒ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct. Please see stipulation page 9.
- (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. Please see stipulation page 9.
- (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.
- (4) ☐ **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) ☐ **Restitution:** Respondent paid \$            on            in restitution to            without the threat or force of disciplinary, civil or criminal proceedings.
- (6) ☐ **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to respondent and the delay prejudiced him/her.
- (7) ☐ **Good Faith:** Respondent acted in good faith.
- (8) ☐ **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and respondent no longer suffers from such difficulties or disabilities.
- (9) ☐ **Severe Financial Stress:** At the time of the misconduct, respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (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.

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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:**

- \* Prefiling Stipulation - see stipulation pages 9 and 10.
- \* Good Character - see stipulation pages 9 and 10.

**D. Discipline: Disbarment.**

**E. Additional Requirements:**

- (1) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (2) ☐ **Restitution:** Respondent must make restitution to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ plus 10 percent interest per year from \_\_\_\_\_. If the Client Security Fund has reimbursed \_\_\_\_\_ for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than \_\_\_\_\_ days from the effective date of the Supreme Court order in this case.
- (3) ☒ **Other:** See "Restitution" in stipulation pages 11 and 12.

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

IN THE MATTER OF:

KRISTIN LYNN DAY

CASE NUMBERS:

10714  
12-O-~~10704~~; 12-O-17802; 12-O-17925; 13-O-11071;  
13-O-11546; 13-O-13550; 13-O-13900; 13-O-14543;  
13-O-16078

**FACTS AND CONCLUSIONS OF LAW.**

Respondent admits that the following facts are true and that she is culpable of violations of the specified statutes and/or Rules of Professional Conduct.

Case Nos. 12-O-10704 (Complainants: Marlene and Carlos Obando); 12-O-17802 (Complainants: Celeste and John Olivarez); 12-O-17925 (Complainants: Robert and Lynn Ervin); 13-O-11071 (Complainant: Ronald Spataccino); 13-O-11546 (State Bar Investigation); 13-O-13550 (Complainants: Carol and Steven Herr); 13-O-13900 (Complainant: Debra Bernabe); 13-O-14543 (Complainant: Nancy Perez); 13-O-16078 (Complainant: Angilberto Salazar)

**FACTS:**

1. In February 2011, Respondent and non-attorney Brandon Hintz ("Hintz") formed a partnership named, United Foreclosure Attorney Network ("UFAN"). The purported business purpose for UFAN was to provide mortgage litigation and other debt related services to borrowers and property owners. At all relevant times, Respondent knew that Hintz was not licensed to practice law.
2. As named owner of UFAN, Respondent signed at least (30) Independent Contract Agreements with non-attorney entities ("Legal Assistants"). The Legal Assistants were authorized to solicit, sign-up, and collect advanced fees from new clients for UFAN. Respondent had no authority and was not involved in evaluating or deciding whether or not to accept a new client on behalf of UFAN. Pursuant to the Independent Contract Agreements, the Legal Assistants did not report to UFAN but to another non-attorney owned entity, Mitigation Professionals. The Independent Contract Agreements stated, "UFAN has agreed to a total retainer price of \$5,000 for joinder clients and \$3,500 initial payment for individual litigation clients." Delineated in the Independent Contract Agreements were the amounts the Legal Assistants would receive for each new client: up to \$2,800 for joinder action clients; and \$1,500 for individual litigation clients. UFAN's non-attorney Legal Assistants engaged in the unauthorized practice of law by conducting initial client consultations, determining whether or not to accept clients for UFAN, and providing legal advice without attorney supervision to all of UFAN's clients.
3. Clients sought UFAN's services to save their homes, many of which were already in foreclosure. Many of the clients had already tried loan modification and been denied. The Legal Assistants worked from a script. The clients were advised by the Legal Assistants that litigation was their best option and that they could receive a cash settlement, and a reduction of principal and interest. The Legal Assistants also advised that the litigation could help with foreclosure and reverse a foreclosure sale. Each client was advised of the same information, there was no independent legal

analysis prior to the client's retaining Respondent, and all the advice from the Legal Assistants was done without any supervision from Respondent.

4. Respondent knowingly and willingly lent her name to the Legal Assistants so they could continue to secure new clients for UFAN and engage in the unauthorized practice of law under Respondent's name. The Legal Assistants used Respondent's marketing materials, her retainer agreements and had the new clients of UFAN deposit their advanced fees directly into Respondent's General Operating Account, knowing that the Legal Assistant's portion of the advanced fees would be paid back to them soon thereafter. Once the clients signed the retainer agreement and paid the advanced fees to the Legal Assistants, the money was wired to UFAN or checks were deposited into the UFAN general operating account. Within a week of receipt, UFAN paid a percentage (from 60 to 70 percent) of the advanced fees collected to Mitigation Professionals. From the end of May 2011, through mid-August 2011, Respondent paid Mitigation Professionals over \$378,000 from the advanced fees deposited into her general operating account to be distributed to the Legal Assistants for the new clients they obtained for UFAN. Mitigation Professionals would keep a portion of the payment and then remit the remainder to the individual Legal Assistants.

5. Clients who resided in California and other states hired UFAN to provide mortgage litigation and foreclosure protection services, often to stop the foreclosure of their homes. Respondent did not perform any legal services of value on behalf of any of UFAN's clients. The Legal Assistants provided legal advice without any supervision or oversight from Respondent. The non-attorney Legal Assistants engaged in the unauthorized practice of law.

6. UFAN's clients paid advanced attorney fees as indicated below to Respondent for mortgage litigation and for foreclosure protection services:

<b>Case No.</b>	<b>Complainant</b>	<b>Date of Hire</b>	<b>Fees</b>
12-O-10714	Marlene and Carlos Obando (CA)	June 16, 2011	\$6,000
12-O-17802	Celeste and John Olivarez (CA)	August 11, 2011	\$10,000
12-O-17925	Robert and Lynn Ervin (CA)	June 27, 2012	\$3,500
13-O-11071	Ronald Spataccino (PA)	September 21, 2011	\$5,000
13-O-13550	Carol and Steven Herr (CA)	May 2011	\$5,000
13-O-13500	Debra Bernabe (CA)	July 31, 2011	\$5,000
13-O-14543	Nancy Perez (CA)	December 29, 2011	\$5,000
13-O-16078	Angilberto Salazar (CA)	December 23, 2011	\$6,000

These advance fees were split between Respondent and non-attorneys Hintz, the Legal Assistants and Mitigation Professionals.

7. Respondent failed to perform any legal services of value on behalf of any of the eight clients listed in paragraph six and did not earn any portion of the advanced fees paid by those clients. To date, Respondent has failed to refund unearned fees to those eight clients.

8. In case number 13-O-10714, Marlene and Carlos Obando paid Respondent advanced fees of \$6,000; \$5,000 to cover the joinder lawsuit and \$1,000 for UFAN's foreclosure protection plan which Respondent represented would stop their lender from being able to foreclose on their home. Thereafter, Mr. and Mrs. Obando lost their home to foreclosure. Of the \$5,000 advanced fee, Respondent retained \$1,425 of the advanced fees and remitted \$3,575 to Mitigation Professionals. Respondent knew or was grossly negligent in not knowing that the misrepresentation she made to Mr. and Mrs. Obando regarding

UFAN's foreclosure protection plan was a false statement. On August 4, 2011, Respondent made a partial refund of \$3,921.50 to Mr. and Mrs. Obando.

9. In case number 13-O-16078, Angilberto Salazar paid Respondent advanced fees of \$6,000; \$5,000 to cover the joinder lawsuit and \$1,000 for UFAN's foreclosure protection plan which Respondent represented would stop his lender from being able to foreclose on his home. Thereafter, Mr. Salazar lost his home to foreclosure. Of the \$5,000 advanced fee, Respondent retained \$1,425 of the advanced fees and remitted \$3,575 to Mitigation Professionals. Respondent knew or was grossly negligent in not knowing that the misrepresentation she made to Mr. Salazar regarding UFAN's foreclosure protection plan was a false statement.

10. In case no. 13-O-11071, Complainant Ronald Spataccino lives in Pennsylvania and the property in dispute was in Pennsylvania. On September 21, 2011, Spataccino hired UFAN for litigation against his mortgage holder. On that date, Spataccino paid UFAN \$5,000 as advanced fees. Pennsylvania Rule 5.5 of the Rules of Professional Conduct provides in pertinent part that no person shall be permitted to practice as an attorney and counselor at law unless the person has been admitted to the bar of Pennsylvania in compliance with its prescribed and published rules. Respondent is not now, nor ever has been, admitted to practice law in the state of Pennsylvania.

#### CONCLUSIONS OF LAW:

11. By allowing the non-attorney Legal Assistants to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law, in willful violation of Rules of Professional Conduct, rule 1-300(A).

12. By lending her name to be used by the non-attorney Legal Assistants to engage in the unauthorized practice of law, Respondent lent her name to be used as attorney by another person who was not an attorney, in willful violation of Business and Professions Code section 6105.

13. By entering into a partnership with Hintz, a non-attorney, Respondent formed a partnership where the activities of the partnership consisted of the practice of law with a person that was not a lawyer, in willful violation of Rules of Professional Conduct, rule 1-310.

14. By sharing legal fees with Hintz, the Legal Assistants, and Mitigation Professionals, Respondent shared legal fees with a non-lawyer, in willful violation of Rules of Professional Conduct, rule 1-320(A).

15. By failing to perform any legal services of value to the seven California clients identified in paragraph six, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of Rules of Professional Conduct, rule 3-110(A).

16. By failing to refund all unearned advanced fees to the eight clients identified in paragraph six, Respondent failed to refund unearned advanced fees, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

17. By accepting employment by client Ronald Spataccino, a resident of Pennsylvania, when she was not licensed or otherwise entitled to practice law in Pennsylvania, Respondent held herself out as



entitled to practice law in Pennsylvania and actually practiced law in Pennsylvania, in willful violation of the regulations of the profession in Pennsylvania and thereby willfully violated Rules of Professional Conduct, rule 1-300(B).

18. By entering into an agreement for, charging, and collecting fees from client Ronald Spataccino of Pennsylvania, when she was not licensed to practice law in that jurisdiction, Respondent entered into an agreement for, charged, and collected an illegal fee, in willful violation of Rules of Professional Conduct, rule 4-200(A).

19. By making misrepresentations regarding the foreclosure protection plan offered by UFAN to clients, Marlene and Carlos Obando, and Angilberto Salazar, Respondent willfully committed acts involving moral turpitude, dishonesty or corruption, in willful violation of Business and Professions Code, section 6106.

20. By exploiting her clients for personal gain without the intent to perform services of value, Respondent engaged in a scheme to defraud her clients and committed acts of moral turpitude, dishonesty or corruption, in willful violation of Business and Professions Code, section 6106.

#### **AGGRAVATING CIRCUMSTANCES.**

**Harm (Std. 1.2(b)(iv)):** The current misconduct caused significant harm to at least eight clients. In each of these cases, Respondent's clients were desperate to save their homes and sought Respondent's assistance at critical junctures in their lives. Respondent's failure to refund advanced fees has deprived them of their money for one to two years.

**Pattern of Misconduct (Std. 1.2(b)(ii)):** Respondent engaged in a scheme to defraud her clients. Respondent's misconduct which included forming a partnership with a non-attorney, aiding non-attorneys in engaging in the unauthorized practice of law, fee splitting with non-attorneys, and repeatedly failing to perform legal services of value for her clients. Respondent's misconduct was widespread and took place over two years, constituting a habitual disregard of her clients. (See *Lebbos v. State Bar* (1991) 53 Cal. 3d 37, 45 [Multiple acts of misconduct involving moral turpitude and dishonesty warrant disbarment. (citing Std 2.3 and *Dixon v. State Bar* (1982) 32 Cal.3d 728, 739, 740.)]; *In the Matter of Berg* (Review Dept. 1997) 3 Cal. State Bar Ct. Rptr. 725, 737 [pattern of misconduct found where misconduct occurred over a span of 10 months]; *In the Matter of Lenard* (Review Dept. 2013) 5 Cal. State Bar Ct. Rptr. 250, 260).

**Indifference (Std. 1.2(b)(v)):** Other than the partial refund made to Mr. and Mrs. Obando, to date, Respondent has not made full restitution to the eight clients listed in paragraph six.

#### **MITIGATING CIRCUMSTANCES.**

**Prefiling Stipulation:** Respondent is entitled to mitigation for entering into a full stipulation with the Office of the Chief Trial Counsel prior to the filing of disciplinary charges, thereby saving the State Bar court time and resources. (*Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 [where mitigative credit was given for entering into a stipulation as to facts and culpability].)

**Good Character:** Respondent is entitled to some mitigation for providing several letters attesting to her good character. (*In the Matter of Kreitenberg* (Review Dept. 2002) 4 Cal. State Bar Ct.

Rptr. 469, 477 [limited weight in mitigation where witnesses are not aware of the full extent of respondent's misconduct and do not address disciplinary concerns].)

## **AUTHORITIES SUPPORTING DISCIPLINE.**

The Standards for Attorney Sanctions for Professional Misconduct provide a "process of fixing discipline" pursuant to a set of written principles to "better discharge the purposes of attorney discipline as announced by the Supreme Court." (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, Introduction (all further references to standards are to this source).) The primary purposes of disciplinary proceedings and of the sanctions imposed are "the protection of the public, the courts and the legal profession; the maintenance of high professional standards by attorneys and the preservation of public confidence in the legal profession." (*In re Morse* (1995) 11 Cal.4th 184, 205; std. 1.3.)

Although not binding, the standards are entitled to "great weight" and should be followed "whenever possible" in determining level of discipline. (*In re Silverton* (2005) 36 Cal.4th 81, 92, quoting *In re Brown* (1995) 12 Cal.4th 205, 220 and *In re Young* (1989) 49 Cal.3d 257, 267, fn. 11.) Adherence to the standards in the great majority of cases serves the valuable purpose of eliminating disparity and assuring consistency, that is, the imposition of similar attorney discipline for instances of similar attorney misconduct. (*In re Naney* (1990) 51 Cal.3d 186, 190.) Any discipline recommendation different from that set forth in the applicable standards should clearly explain the reasons for the deviation. (*Blair v. State Bar* (1989) 49 Cal.3d 762, 776, fn. 5.)

Respondent admits to committing multiple acts of professional misconduct involving at least eight client matters. Standard 1.6 (a) requires that where a Respondent acknowledges two or more acts of misconduct, and different sanctions are prescribed by the standards that apply to those acts, the sanction imposed shall be the more or most severe prescribed in the applicable standards.

The most severe sanction applicable to Respondent's misconduct is found in standard 2.3, which applies to Respondent's violations of Business and Professions Code section 6106 by engaging in acts of moral turpitude associated with Respondent's scheme to defraud homeowners through UFAN. Standard 2.3 provides that culpability of an act of moral turpitude shall result in actual suspension or disbarment depending upon the extent to which the victim of the misconduct is harmed or misled and depending upon the magnitude of the act of misconduct and the degree to which it relates to the member's acts within the practice of law.

Here, Respondent's misconduct is directly related to the practice of law. Further, the magnitude of Respondent's misconduct is significant as the misconduct involves at least eight separate client matters and spans a period of over two years. Respondent admits that her misconduct is not limited to the eight complainants in this matter and that she committed similar misconduct in connection with each of the approximately 200 clients who employed UFAN. The clients involved in all of these cases retained Respondent in desperate attempts to save their homes. Each client paid for legal services, but Respondent provided no legal services of value for the clients and failed to refund unearned fees. Respondent also misled two of the clients about her foreclosure protection plan. Although the clients paid the required advanced fee for the plan, they ultimately lost their homes to foreclosure. Accordingly, Respondent's misconduct significantly harmed the clients.

Further, standard 2.4 requires disbarment for a pattern of willfully failing to perform services demonstrating the member's abandonment of the causes in which she was retained. Client neglect is

serious misconduct that constitutes a breach of the fiduciary duty owed by an attorney to the client and, accordingly, warrants substantial discipline. (*Farnham v. State Bar* 47 Cal.3d 429, 446.) It is well recognized that habitual disregard by an attorney of the interests of clients is ground for disbarment. Even when such neglect is grossly negligent or careless, rather than willful and dishonest, it is an act of moral turpitude and professional misconduct, justifying disbarment. (*Id.* at p. 446.)

While Respondent is entitled to some mitigation credit for admitting her misconduct, providing several letters attesting to her good character, and cooperating with the State Bar in resolving these matters by stipulation, the mitigation is far outweighed by the nature and scope of Respondent's misconduct as well as the harm caused by Respondent's scheme to defraud. Additionally, Respondent is entitled to no mitigation for her lack of a prior record of discipline. Respondent was admitted to the State Bar in June 2010, and her misconduct started less than a year later in February 2011. Accordingly, pursuant to Standard 2.3, Respondent must be disbarred in order to protect the public, the courts and the integrity of the legal profession.

Disbarment is also consistent with case law. Habitual disregard by an attorney of the interests of her clients justifies disbarment. (*Twohy v. State Bar* (1989) 48 Cal.3d 502).

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

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of November 6, 2013, the prosecution costs in this matter are \$10,389. 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.

#### **RESTITUTION.**

Respondent must make restitution to Marlene and Carlos Obando in the amount of \$2,078.50 plus 10 percent interest per year from June 16, 2011. If the Client Security Fund ("CSF") has reimbursed Marlene and Carlos Obando for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid, plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

Respondent must make restitution to Celeste and John Olivarez in the amount of \$10,000 plus 10 percent interest per year from August 11, 2011. If the Client Security Fund ("CSF") has reimbursed Celeste and John Olivarez for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid, plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

Respondent must make restitution to Robert and Lynn Ervin in the amount of \$3,500 plus 10 percent interest per year from June 27, 2012. If the Client Security Fund ("CSF") has reimbursed Robert and Lynn Ervin for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid, plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

Respondent must make restitution to Ronald Spataccino in the amount of \$5,000 plus 10 percent interest per year from September 21, 2011. If the Client Security Fund ("CSF") has reimbursed Ronald Spataccino for all or any portion of the principal amount, Respondent must also pay restitution to CSF in

the amount paid, plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

Respondent must make restitution to Carol and Steven Herr in the amount of \$5,000 plus 10 percent interest per year from May 2011. If the Client Security Fund ("CSF") has reimbursed Carol and Steven Herr for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid, plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

Respondent must make restitution to Debra Bernabe in the amount of \$5,000 plus 10 percent interest per year from July 31, 2011. If the Client Security Fund ("CSF") has reimbursed Debra Bernabe for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid, plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

Respondent must make restitution to Nancy Perez in the amount of \$5,000 plus 10 percent interest per year from December 29, 2011. If the Client Security Fund ("CSF") has reimbursed Nancy Perez for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid, plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

Respondent must make restitution to Angilberto Salazar in the amount of \$6,000 plus 10 percent interest per year from December 23, 2011. If the Client Security Fund ("CSF") has reimbursed Angilberto Salazar for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid, plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

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In the Matter of:  
KRISTIN LYNN DAY

Case number(s):

~~12-O-10704~~; 12-O-17802; 12-O-17925; 13-O-11071;  
13-O-11546; 13-O-13550; 13-O-13900; 13-O-14543;  
13-O-16078; 12-O-10714

### 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.

11-6-13  
Date

  
Respondent's Signature

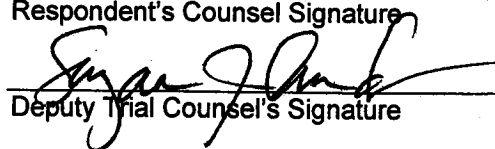
Kristin Lynn Day  
Print Name

Date

Respondent's Counsel Signature

Print Name

11/6/13  
Date

  
Deputy Trial Counsel's Signature

Suzan J. Anderson  
Print Name

(Do not write above this line.)

In the Matter of: <b>KRISTIN LYNN DAY</b>	Case Number(s): <del>12-O-10704</del> ; 12-O-17802; 12-O-17925; 13-O-11071; 13-O-11546; 13-O-13550; 13-O-13900; 13-O-14543; 13-O-16078;  12-O-10714
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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 Kristin Lynn Day 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 Nov. 18, 2013

  
Judge of the State Bar Court

**LUCY ARMENDARIZ**

# DECLARATION OF SERVICE

by  
U.S. FIRST-CLASS MAIL

CASE NUMBER(s): 12-O-10714, 12-O-17802; 12-O-17925; 13-O-11071; 13-O-11546; 13-O-13550;  
13-O-13900; 13-O-14543; 13-O-16078

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 180 Howard Street, San Francisco, California 94105, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

## STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING DISBARMENT; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT



**By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))**

- 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 San Francisco.



**By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))**



**By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))**

- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS').



**By Fax Transmission: (CCP §§ 1013(e) and 1013(f))**

Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.



**By Electronic Service: (CCP § 1010.6)**

Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.



**(for U.S. First-Class Mail)** in a sealed envelope placed for collection and mailing at San Francisco, addressed to: (see below)



**(for Certified Mail)** in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,  
Article No.: \_\_\_\_\_ at San Francisco, addressed to: (see below)



**(for Overnight Delivery)** together with a copy of this declaration, in an envelope, or package designated by UPS,  
Tracking No.: \_\_\_\_\_ addressed to: (see below)

Person Served	Business-Residential Address	Fax Number	Courtesy Copy to:
Kristin L. Day	Kristin L. Day Day Legal Services 1911 Douglas Blvd Ste 85 PMB 245 Roseville, CA 95661		
		Electronic Address	



**via inter-office mail regularly processed and maintained by the State Bar of California addressed to:**

N/A

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, and overnight delivery by the United Parcel Service ('UPS'). 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, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the 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.

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

DATED: November 6, 2013

SIGNED: \_\_\_\_\_

Meagan McGowan  
Declarant

## 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 San Francisco, on November 18, 2013, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND  
ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT

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

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

KRISTIN L. DAY  
DAY LEGAL SERVICES  
1911 DOUGLAS BLVD  
STE 85 PMB 245  
ROSEVILLE, CA 95661

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

SUZAN J. ANDERSON, Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on November 18, 2013.



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Mazie Yip  
Case Administrator  
State Bar Court