

AUG 13 2013

**STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES**

1 STATE BAR OF CALIFORNIA
2 OFFICE OF THE CHIEF TRIAL COUNSEL
3 JAYNE KIM, No. 174614
4 CHIEF TRIAL COUNSEL
5 JOSEPH R. CARLUCCI, No. 172309
6 DEPUTY CHIEF TRIAL COUNSEL
7 MELANIE J. LAWRENCE, No. 230102
8 ASSISTANT CHIEF TRIAL COUNSEL
9 HUGH G. RADIGAN, No. 94251
10 DEPUTY TRIAL COUNSEL
11 1149 South Hill Street
12 Los Angeles, California 90015-2299
13 Telephone: (213) 765-1206

STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

13 In the Matter of:) Case Nos. 12-O-11847, 12-O-13469,
14 VITO TORCHIA, Jr.,) 12-O-14081, 12-O-14522,
15 No. 244687,) 12-O-16003, 12-O-17260,
16) 12-O-17119, 12-O-18135
A Member of the State Bar.) 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. Vito Torchia, Jr. ("Respondent") was admitted to the practice of law in the State of
4 California on December 1, 2006, was a member at all times pertinent to these charges, and is
5 currently a member of the State Bar of California.

6 GENERAL BACKGROUND

7 2. Brookstone Law is and was at all times herein, a professional law corporation
8 established and owned by Respondent, wherein Respondent performs the duties and
9 responsibilities of managing attorney for the operation. For all intents and purposes, Brookstone
10 and Respondent are one and the same for purposes of these following charging allegations.

11 COUNT ONE

12 Case No. 12-O-11847
13 Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

14 3. Respondent willfully violated Rules of Professional Conduct, rule 3-110(A), by
15 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as
16 follows:

17 4. On or about February 1, 2011, Brookstone Law ("Brookstone"), sent out a mass
18 mailing advertising their services to owners of distressed properties, designed to induce them to
19 consult with and retain Brookstone. Wayne and Katja Base, ("Bases") were one of the recipients
20 of this mass mailing.

21 5. On or about February 10, 2011, the Bases hired Brookstone, to determine if they
22 were proper candidates for inclusion within a prospective "mass joinder" litigation directed
23 against specific lenders.

24 6. On or about February 10, 2011, the Bases signed a retainer agreement with
25 Brookstone. The scope of services described in the retainer were prospective litigation against
26 national banks involved in predatory lending practices and a detailed litigation analysis report.
27 The Bases owned three properties at the time and it was initially agreed that a file analysis
28

1 would be performed as to each property's loan documents. The Bases paid \$2,685 to
2 Respondent on or about February 10, 2011 to accomplish this analysis.

3 7. On or about March 1, 2011, the Bases signed another retainer with Brookstone,
4 intended to postpone an impending sale date, then set for April 7, 2011, as to the Kelton
5 property, one of the three properties owned by the Bases. The Bases agreed to pay an additional
6 \$1,500 for the additional services.

7 8. On or about March 17, 2011, the Bases signed another retainer with Brookstone,
8 allowing them to participate within the Wells Fargo mass joinder litigation on a contingency fee
9 basis. The Bases paid \$5,000 at that time for those services.

10 9. On or about March 22, 2011, the Bases signed a second retainer to postpone the
11 impending sale date set for April 28, 2011, as to the Kelton property.

12 10. On or about May 20, 2011, the Bases signed a retainer with Brookstone to postpone
13 the impending sale date as to the Summit Ridge property, another of the three properties owned
14 by the Bases. The Bases paid \$1,500 for this service on or about May 20, 2011.

15 11. On or about June 5, 2011, the Bases executed a bankruptcy retainer agreement with
16 Brookstone. The agreement provided for a \$5,000 retainer and a total retainer of \$20,000. On or
17 about June 20, 2011, the Bases paid the \$5,000 retainer.

18 12. On or about June 5, 2011, Brookstone filed a Chapter 13 Petition on behalf of the
19 Bases, Case No. 2:11-bk-34264-ER. On or about June 6, 2011, the court issued an order setting
20 the initial meeting of creditors for August 23, 2011. Service of the order was properly
21 effectuated upon Brookstone. Respondent failed to advise the Bases of the scheduled creditors
22 meeting.

23 13. Neither an attorney from Brookstone nor the clients appeared at the scheduled
24 creditors meeting on August 23, 2011 and, as a result, the court dismissed the Petition by order
25 dated August 30, 2011.

26 14. On or about September 7, 2011, Brookstone filed a second Chapter 13 Petition on
27 behalf of the Bases without their knowledge or consent.

1 23. On or about March 22, 2011, Keith Daily and Myra Daily ("Daily's") executed a
2 retainer agreement with Brookstone Law ("Brookstone"). The Daily's hired Respondent to
3 determine if the Dailys were viable potential plaintiffs for a prospective mass joinder lawsuit
4 directed against their lender. The Daily's paid a \$6,000 retainer to Respondent.

5 24. On or about March 22, 2011, the Daily's also executed a retainer agreement with
6 Brookstone wherein they hired Respondent to pursue the mass joinder litigation against their
7 lender, IndyMac.

8 25. On or about June 22, 2011, the Daily's emailed Respondent and requested a status
9 update with respect to the filing of the mass joinder action against IndyMac.

10 26. On or about July 6, 2011, Respondent or a staff member at Brookstone, advised the
11 Daily's that they were in the process of drafting the complaint and that upon joining the Daily's
12 as plaintiffs to the prospective action against IndyMac, Brookstone would be contacting them
13 again.

14 27. On or about February 28, 2012, the Daily's wrote to Respondent terminating his
15 services and demanding a full refund of \$6,000. Respondent received this termination letter but
16 failed to respond in any way.

17 28. On or about March 12, 2012, Respondent or a staff member at Brookstone, notified
18 the Daily's that they were about to file the mass joinder action against IndyMac and that they
19 required a factual declaration from the Daily's.

20 29. On or about September 28, 2012, the Daily's wrote Respondent a followup letter
21 renewing their demand for a refund and reiterating that they had severed their relationship with
22 Brookstone in or about the preceding February. Respondent received the letter but failed to
23 respond.

24 30. On or about October 24, 2012, the Daily's again wrote to Respondent demanding an
25 accounting and refund as well as copies of the client file. Respondent received the demand but
26 failed to respond.

1 48. On or about July 27, 2011, Crawford signed a retainer with Brookstone, allowing
2 Crawford to join the mass joinder litigation against Bank of America. Crawford paid a \$3,000
3 fee on or about July 27, 2011 and August 27, 2011 and thereafter agreed to pay a \$500 monthly
4 legal fee.

5 49. On or about September 15, October 15, November 14, and December 14, 2011,
6 Crawford paid Brookstone \$500 per month.

7 50. On or about September 11, 2011, and again on October 2, 2011, Crawford
8 contacted Respondent and inquired as to when the amendment to the mass joinder would be
9 accomplished adding her to the litigation as a plaintiff. Respondent received the inquiries and
10 failed to respond.

11 51. On or about November 25, 2011, Crawford sent Respondent a letter terminating his
12 services. Respondent received the letter.

13 52. On or about November 30, 2011, Respondent filed a second amended complaint in
14 the mass joinder action styled Wright v Bank of America, Orange County Superior Court case
15 no. 30-2011-00449059-CU-MT-CXC, wherein Crawford's name was included as a plaintiff.

16 53. On or about December 5, 2012, Crawford sent a letter to Respondent and requested
17 an accounting. Respondent received the request.

18 54. On or about December 10, 2012, Crawford wrote Respondent and again requested
19 an itemized billing statement and return of her client file. Respondent received the request.

20 55. Respondent performed no services of value on behalf of Crawford.

21 56. By failing to timely join Crawford to the mass joinder litigation prior to being
22 terminated by Crawford, and by failing to advise Crawford as to when her status as a plaintiff
23 within the mass joinder litigation would commence, Respondent intentionally, recklessly, or
24 repeatedly failed to perform legal services with competence.

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT EIGHT

Case No. 12-O-16003
Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

57. Respondent willfully violated Rules of Professional Conduct, rule 4-100(B)(3), by failing to render appropriate accounts to a client regarding all funds coming into Respondent's possession, as follows:

58. The allegations contained in Count Seven are incorporated by reference.

59. To date, Respondent has failed to provide Crawford with an accounting for the \$6,250 in fees paid by Crawford.

60. By failing to provide Crawford with an accounting for the \$6,250 in advanced fees paid by Crawford, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession.

COUNT NINE

Case No. 12-O-16003
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

61. Respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(2), by failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:

62. The allegations contained in Counts Seven and Eight are incorporated by reference.

63. Respondent did not earn the \$6,250 in advanced fees paid by Crawford. To date, Respondent has failed to refund any portion of the \$6,250 in advanced fees paid by Crawford.

64. By failing to refund any portion of the \$6,250 in advanced attorney fees paid by Crawford, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT TEN

Case No. 12-O-16003
Rules of Professional Conduct, rule 3-700(D)(1)
[Failure to Release File]

65. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(1), by failing to release promptly, upon termination of employment, to the client, at the request of the client, all the client papers and property, as follows:

66. The allegations contained in Counts Seven through Nine are incorporated by reference.

67. Respondent never returned Crawford's file.

68. By failing to return to Crawford her file materials and information, Respondent failed to release promptly, upon termination of employment, to the client, at the request of the client, all the client papers and property.

COUNT ELEVEN

Case No. 12-O-16003
Business and Professions Code, section 6104
[Appearing for Party without Authority]

69. Respondent wilfully violated Business and Professions Code, section 6104, by corruptly or wilfully and without authority appearing as attorney for a party to an action or proceeding, as follows:

70. The allegations contained in Counts Seven through Ten are incorporated by reference.

71. By joining Crawford to the mass joinder litigation after Crawford had terminated Respondent, Respondent corruptly or wilfully and without authority appeared as attorney for a party to an action or proceeding.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT TWELVE

Case No. 12-O-14081
Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

72. Respondent willfully violated Rules of Professional Conduct, rule 3-110(A), by intentionally, recklessly, or repeatedly failing to perform legal services with competence, as follows:

73. On or about August, 2011, Brookstone Law (“Brookstone”), sent out a mass mailing advertising their services to owners of distressed properties. Susan Hess (“Hess”) was one of the recipients of this mass mailing.

74. On or about August 22, 2011, an unlawful detainer action was filed by Provident Savings against Hess, seeking possession of Hess’s Palm Springs property. Provident Savings had earlier secured ownership of the property by a trustee’s sale.

75. On or about August 22, 2011, Hess retained Respondent to determine if she was a proper candidate for inclusion within a prospective “mass joinder” litigation directed against specific lenders. Hess paid Respondent \$1,250 for this service on or about August 22, 2011.

76. On or about September 2, 2011, Brookstone provided Hess with an audit of loan documents relating to Hess’s property in Palm Springs, which concluded that Hess had no grounds to pursue a case against the property mortgage lender, Provident Savings.

77. On or about October 28, 2011, trial was conducted in the unlawful detainer action resulting in judgment for Provident Savings.

78. On or about November 1, 2011, Provident Savings secured a writ of possession as to the Palm Springs property which was satisfied on or about November 21, 2011.

79. On or about November 2, 2011, a Brookstone representative called Hess and advised her that the law had recently changed affording Hess legal recourse against Provident Savings.

80. On or about November 3, 2011, Hess executed another retainer with Brookstone to pursue lender litigation against Provident Savings. The agreement provided for a \$6,000 initial

1 legal fee, \$3,000 of which was payable upon execution of the agreement and \$500 per month
2 thereafter until satisfied.

3 81. On or about November 3, 2011, Hess also executed a retainer with Brookstone
4 whereby Brookstone would defend Hess in the Provident Savings unlawful detainer matter
5 which had already gone to judgment. Hess paid Brookstone a \$3,500 fee for the unlawful
6 detainer on or about November 4, 2011.

7 82. On or about November 14, 2011, a representative of Brookstone, Jamie Esparza
8 ("Esparza"), called Hess and advised her that there was nothing they could do to unwind the
9 unlawful detainer and that she would be given a full credit of \$3,500 toward the individual
10 litigation agreement. Brookstone failed to perform any services of value to Hess in the unlawful
11 detainer matter.

12 83. On or about December 6, 2011, Hess contacted Esparza for a status update and was
13 advised that paralegals from Brookstone would be contacting her in the next week regarding her
14 suit against Provident Savings. Esparza also stated he would send executed copies of all
15 documents Hess had signed with Brookstone.

16 84. On or about December 6, 2011, Brookstone debited Hess' account in the amount of
17 \$3,000 pursuant to the automated electronic funds transfer agreement to satisfy the terms of the
18 individual litigation agreement.

19 85. On or about January 4, 2012, Brookstone debited Hess' account in the amount of
20 \$3,000 pursuant to the automated electronic funds transfer agreement to satisfy the terms of the
21 individual litigation agreement.

22 86. Brookstone failed to perform any legal services of value to Hess. At no time did
23 Respondent pursue lender litigation against Provident Savings.

24 87. On or about March 28, 2012, Hess demanded repayment of \$6,500. Respondent
25 received the demand.

26 88. Again, on or about April 12, 2012, Hess demanded a refund of \$6,500 and the
27 return of her file materials. Respondent received the demand.

28

1 105. On or about August, 2011, Brookstone Law (“Brookstone”), sent out a mass
2 mailing advertising their services to owners of distressed properties. Raymond Navarro-Morales
3 (“Navarro”) was one of the recipients of this mass mailing.

4 106. On or about September 8, 2011, Navarro executed a retainer agreement to
5 determine if he was a proper candidate for inclusion within a pending “mass joinder” litigation
6 directed against his lender, Wells Fargo. Navarro paid Respondent \$895 for this service on or
7 about September 8, 2011.

8 107. On or about September 8, 2011, Navarro executed a retainer agreement with
9 Respondent to join the pending lender litigation against Wells Fargo. The agreement provided
10 for a non-refundable \$3,000 initial legal fee, plus a \$250 monthly fee thereafter for twelve
11 months or until the pending suit is concluded. Two additional credit card/debit card authorization
12 agreements were entered with Respondent on or about September 8, 2011 to satisfy these
13 obligations.

14 108. On or about September 21, 2011, Respondent prepared a mortgage compliance
15 analysis report regarding Navarro’s property.

16 109. On or about September 28 and October 28, 2011, Respondent received \$1,500
17 from Navarro to cover the mass joinder retainer agreement.

18 110. On or about October 1, November 1, December 1, 2011, January 1, and
19 February 1, 2012, Navarro paid Respondent \$250 each month.

20 111. Between the months of September 2011 through February 2012, Navarro
21 repeatedly and regularly inquired of Brookstone when he could expect to be joined to the Wells
22 Fargo litigation and was repeatedly advised that the joinder would be accomplished within the
23 next 45-60 days. During this same period, Respondent performed no legal services of value on
24 behalf of Navarro and did not join Navarro in any litigation against Wells Fargo.

25 112. On or about February 20, 2012, Navarro terminated Respondent’s services and
26 demanded a full refund by certified mail. Respondent received the demand.

27
28

1 properties and sought to protect both by joining these two mass joinder litigations. No fee was
2 charged for this service.

3 130. On or about February 24, 2012, Welling signed a retainer agreement with
4 Brookstone, allowing Welling to join the mass joinder litigation against Bank of America.
5 Welling impressed upon Brookstone at the time of executing the agreement the need to be
6 properly joined to the Bank of America litigation by March 11, 2012.

7 131. On or about February 24, 2012, Welling signed another retainer agreement with
8 Brookstone, allowing Welling to join the mass joinder litigation against Chase.

9 132. Welling paid a total fee of \$4,300 in three separate payments on or about March
10 2, 2012, April 2, 2012, and April 4, 2012.

11 133. On or about March 9, 2012, Welling e-mailed Brookstone inquiring as to when
12 the amendment to the mass joinder would be accomplished adding her to the litigation as a
13 plaintiff.

14 134. On or about March 13, 2012, a Brookstone representative advised Welling they
15 would be added to the mass joinder litigation by amendment within the next 30-45 days.

16 135. On or about March 27, 2012, Welling called Brookstone seeking to determine
17 the status of her joinder via amendment to both mass joinder litigations. A Brookstone
18 representative was unable to confirm that Welling had been joined to either litigation.

19 136. On or about April 2, 2012, Welling e-mailed Brookstone and requested written
20 evidence that Brookstone had advised both involved lenders of their representation by
21 Respondent. Welling also requested copies of any correspondence generated by Brookstone on
22 behalf of Welling related to both mass joinder cases. Respondent received the request.
23 Respondent failed to respond to this request for written confirmation and failed to provide any
24 written correspondence generated on their behalf. Respondent failed to join Welling to either
25 mass joinder litigation or perform any other legal services of value.

26 137. On or about April 25, 2012, Welling wrote Brookstone terminating their services
27 and demanding a full refund. Respondent received the demand but did not respond.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT TWENTY FIVE

Case No. 12-O-17260
Business and Professions Code, section 6068(m)
[Failure to Respond to Client Inquiries]

170. Respondent willfully violated Business and Professions Code, section 6068(m), by failing to respond promptly to reasonable status inquiries of a client, in a matter in which Respondent had agreed to provide legal services, as follows:

171. The allegations of Count Twenty Three through Twenty Four are incorporated by reference.

172. By not responding to the Foster's inquiries regarding the status of their joinder within the Bank of America mass joinder litigation, Respondent willfully failed to respond to client inquiries in a matter in which Respondent had agreed to provide legal services.

COUNT TWENTY SIX

Case No. 12-O-17260
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in Another Jurisdiction]

173. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

174. The allegations of Count Twenty Three through Twenty Five are incorporated by reference.

175. Idaho Rules of Professional Conduct, rule 5.5 (Unauthorized practice of law) states that "(a) A lawyer shall not practice law in a jurisdiction where doing so violates the regulation of the legal profession in that jurisdiction. (b) A lawyer admitted to practice in another jurisdiction, but not in this jurisdiction, does not engage in the unauthorized practice of law in this jurisdiction when: (1) the lawyer is authorized by law or order, including *pro hac vice* admission pursuant to *Idaho Bar Commission Rule 222*, to appear before a tribunal or administrative agency in this jurisdiction or is preparing for a potential proceeding or hearing in which the lawyer reasonably expects to be so authorized; or (2) other than engaging in conduct

1 governed by paragraph (1): (i) a lawyer who is an employee of a client acts on the client's behalf
2 or, in connection with the client's matters, on behalf of the client's commonly owned
3 organizational affiliates; (ii) the lawyer acts with respect to a matter that arises out of or is
4 otherwise reasonably related to the lawyer's representation of a client in a jurisdiction in which
5 the lawyer is admitted to practice; or (iii) the lawyer is associated in the matter with a lawyer
6 admitted to practice in this jurisdiction who actively participates in the representation. (c) A
7 lawyer shall not assist another person in the unauthorized practice of law.”

8 176. Respondent was not at any relevant time, licensed to practice law in the state of
9 Idaho.

10 177. Respondent’s acceptance of employment with the Fosters was not undertaken in
11 compliance with any of the exceptions described in rule 5.5. The commentary to rule 5.5
12 provides at paragraph 3 that nothing in paragraph (b)(1) of rule 5.5 is intended to authorize a
13 lawyer not licensed in Idaho to solicit clients in Idaho.

14 178. By agreeing to represent the Fosters in order to perform legal services in
15 connection with their property in Idaho, Respondent practiced law in a jurisdiction where
16 practicing is in violation of the profession in that jurisdiction.

17 COUNT TWENTY SEVEN

18 Case No. 12-O-17260
19 Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

20 179. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
21 entering into an agreement for, charging, or collecting an illegal fee, as follows:

22 180. The allegations of Count Twenty Three through Twenty Six are incorporated by
23 reference.

24 181. By accepting a \$6,000 fee from the Fosters who were Idaho residents and
25 occupants of an Idaho residence to prospectively join them to a pending mass joinder litigation
26 venued in California, Respondent entered into an agreement for, charging, or collecting an illegal
27 fee.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT TWENTY EIGHT

Case No. 12-O-18135
Rules of Professional Conduct, rule 3-110(A)
[Failure to Perform with Competence]

182. Respondent willfully violated Rules of Professional Conduct, rule 3-110(A), by intentionally, recklessly, or repeatedly failing to perform legal services with competence, as follows:

183. On or about April 25, 2012, Margaret Chapman ("Chapman"), retained Respondent to pursue lender litigation against Bank of America. The agreement provided for a \$6,000 initial legal fee, plus a legal fee of \$1000 per month thereafter until the case settled. The agreement additionally provided for a contingency fee of 30% to Brookstone of any gross recovery accomplished on behalf of Chapman.

184. Chapman paid Brookstone the initial legal fee of \$6,000 by on or about May 25, 2012.

185. On or about July 3, August 1, and August 31, 2012, Chapman paid Brookstone \$1,000 each date.

186. On or about April 30, 2012, Chapman notified Respondent about a notice of default she received directed against her by her lender.

187. Thereafter, between on or about May 10, 2012 through November 3, 2012, Chapman sent approximately 23 e-mails to Brookstone staff requesting status updates and information as to when her complaint would be filed. Respondent received the e-mails.

188. On or about July 21, 2012, Brookstone staff replied by e-mail to Chapman that her complaint was ready for filing in a week. Respondent failed to thereafter file the complaint or pursue any litigation on behalf of Chapman. Respondent failed to provide any legal services of value to Chapman.

189. On or about mid-December 2012, Chapman hired replacement counsel to pursue her suit.

1 199. By failing to timely refund the entire fee of \$9,000 in advanced attorney fees
2 paid by Chapman, Respondent failed to refund promptly any part of a fee paid in advance that
3 has not been earned.

4 COUNT THIRTY ONE

5 Case No. 12-O-18135
6 Rules of Professional Conduct, rule 3-700(D)(1)
7 [Failure to Release File]

8 200. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(1),
9 by failing to release promptly, upon termination of employment, to the client, at the request of
10 the client, all the client papers and property, as follows:

11 201. The allegations contained in Count Twenty Eight through Thirty One are
12 incorporated by reference.

13 202. Respondent never returned Chapman's file.

14 203. By failing to return to Chapman her file materials and information, Respondent
15 failed to release promptly, upon termination of employment, to the client, at the request of the
16 client, all the client papers and property.

17 NOTICE - INACTIVE ENROLLMENT!

18 **YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR
19 COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE
20 SECTION 6007(e), THAT YOUR CONDUCT POSES A SUBSTANTIAL
21 THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO
22 THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN
23 INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE
24 ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE
25 RECOMMENDED BY THE COURT.**

26 ///

27 ///

28 ///

///

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE - COST ASSESSMENT!

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

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF THE CHIEF TRIAL COUNSEL

DATED: August 13 '13

By: Hugh G. Radigan
Hugh G. Radigan
Deputy Trial Counsel

DECLARATION OF SERVICE

by

U.S. FIRST-CLASS MAIL / U.S. CERTIFIED MAIL / OVERNIGHT DELIVERY / FACSIMILE-ELECTRONIC TRANSMISSION

**CASE NUMBER(s): 12-O-11847, 12-O-13469, 12-O-14081, 12-O-14522, 12-O-16003, 12-O-17119,
12-O-17260, 12-O-18135**

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, 1149 South Hill Street, Los Angeles, California 90015, declare that:

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

NOTICE OF DISCIPLINARY CHARGES

- 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 Los Angeles.
- By U.S. Certified 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 Los Angeles.
- 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 Los Angeles, addressed to: *(see below)*
- (for Certified Mail)* in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,
Article No.: 7196 9008 9111 6409 7556 at Los Angeles, 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:
Vito Torchia, Jr.	Brookstone Law, PC West Tower Ste. 1110 4000 MacArthur Blvd. Newport Beach, CA 92660		
		Electronic Address	

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 Los Angeles, California, on the date shown below.

DATED: August 13, 2013

SIGNED: *Sandra Reynolds*
Sandra Reynolds
Declarant