

**PUBLIC MATTER**

**FILED**

**JUN 28 2013**

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

1 STATE BAR OF CALIFORNIA  
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STATE BAR COURT  
HEARING DEPARTMENT - LOS ANGELES

In the Matter of: ) Case Nos. 12-O-13126, 12-O-13240,  
) 12-O-14890, 12-O-14172,  
) 12-O-14965, 12-O-15997,  
) 12-O-16100, 12-O-16597,  
) 12-O-16818, 12-O-17024,  
) 12-O-17537, 12-O-17709,  
PAMELA STACEY GERBER-GRESSIER, ) 12-O-17526, 12-O-17907,  
No. 140353, ) 12-O-18009, 12-O-18122,  
) 12-O-18203, 13-O-10175,  
) 13-O-10423, 13-O-10474,  
) 13-O-10714, 13-O-11223,  
A Member of the State Bar. ) 13-O-11363, 13-O-11698,  
) 13-O-11834, 13-O-11896,  
) 13-O-12459  
) 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;**



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

10 The State Bar of California alleges:

11 JURISDICTION

12 1. PAMELA STACEY GERBER-GRESSIER ("Respondent") was admitted to the  
13 practice of law in the State of California on June 6, 1989, was a member at all times pertinent to  
14 these charges, and is currently a member of the State Bar of California.

15 GENERAL BACKGROUND

16 2. Between in or about June 2011 and in or about November 2011, Respondent's law  
17 firm was named Prudential Law Group ("Prudential").

18 3. In or about November 2011, Respondent changed her law firm's name from  
19 Prudential to Prudent Law Group ("Prudent").

20 4. In or about May 2012, Respondent changed her law firm's name from Prudent to  
21 Remedy Center Law Associates ("Remedy"). To date, Respondent continues to operate her law  
22 firm under the name Remedy.

23 COUNT ONE

24 Case No. 12-O-13126  
25 Rules of Professional Conduct, Rule 1-300(B)  
26 [Unauthorized Practice of Law in another Jurisdiction]

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

6. The allegations of Paragraphs 2 through 4 are incorporated by reference.

7. Subject to certain limited exceptions not relevant to the charges herein, Illinois Rules

1 of Professional Conduct, rule 5.5 prohibits the practice of law in Illinois other than by an  
2 attorney duly licensed in that state.

3 8. Respondent has never been admitted to practice law in the State of Illinois.

4 9. In or about early November 2011, Respondent sent an advertisement via U.S. Mail to  
5 Illinois resident James Bishop entitled "Payment Reduction Notice." In this advertisement,  
6 Respondent offered to provide Bishop with legal services in the form of mortgage loan  
7 modification services pertaining to his residential property located in Illinois.

8 10. On or about December 2, 2011, after receiving Respondent's advertisement, Bishop  
9 called Prudent and spoke on the telephone with Denise Williams ("Williams"), Respondent's  
10 non-attorney employee or authorized representative, about obtaining a mortgage loan  
11 modification. Williams asked Bishop a few questions about his finances and the terms of his  
12 mortgage, stated to Bishop that he qualified for a loan modification, and offered Respondent's  
13 mortgage loan modification services to him. Williams informed Bishop that Respondent would  
14 provide all of the legal services necessary to obtain a mortgage loan modification for attorney's  
15 fees in the amount of \$2,700.

16 11. On or about December 2, 2011, Bishop employed Respondent to provide mortgage  
17 loan modification services pertaining to his Illinois residential property. Pursuant to the fee  
18 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in  
19 the amount of \$2,700.

20 12. Between on or about December 2, 2011, and in or about early 2012, Bishop paid  
21 Respondent a total of \$2,700 in attorney fees for the mortgage loan modification services.

22 13. By agreeing to provide legal services in the form of mortgage loan modification  
23 services to Bishop when she was not licensed to practice law in Illinois, Respondent held herself  
24 out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is  
25 a violation of the regulations of the profession in that jurisdiction and of this state.

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COUNT TWO

Case No. 12-O-13126  
Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

14. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

15. The allegations of Count One are incorporated by reference.

16. Respondent was not involved in evaluating the likelihood of achieving a successful result for Bishop or deciding whether or not to accept Bishop as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Williams to determine whether she should accept Bishop as a new client. Respondent did not determine the legal fees to be charged to Bishop. The decisions regarding whether Bishop qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Williams and constituted the unauthorized practice of law.

17. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT THREE

Case No. 12-O-13126  
Rules of Professional Conduct, rule 4-200(A)  
[Illegal Fee]

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

19. The allegations of Counts One and Two are incorporated by reference.

20. By entering into an agreement for, charging, and collecting fees from Bishop, when she was not licensed to practice law in Illinois, Respondent entered into an agreement for, charged, or collected an illegal fee.

21. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.





1 36. The allegations of Counts Four and Five are incorporated by reference.

2 37. By entering into an agreement for, charging, and collecting fees from Herskowitz,  
3 when she was not licensed to practice law in Florida, Respondent entered into an agreement for,  
4 charged, or collected an illegal fee.

5 38. By the foregoing misconduct, Respondent entered into an agreement for, charged, or  
6 collected an illegal fee.

7 COUNT SEVEN

8 Case No. 12-O-14890  
9 Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in another Jurisdiction]

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

13 40. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by  
14 reference..

15 41. In or about late 2011, Respondent sent an advertisement via U.S. Mail to Florida  
16 resident Donald Haverly ("Haverly"). In this advertisement, Respondent offered to provide  
17 Haverly with legal services in the form of mortgage loan modification services pertaining to his  
18 residential property located in Florida.

19 42. On or about October 10, 2011, after receiving Respondent's advertisement, Haverly  
20 called Prudential and spoke on the telephone with Denyse Tully ("Tully"), Respondent's non-  
21 attorney employee or authorized representative, about obtaining a mortgage loan modification.  
22 Tully asked Haverly a few questions about his finances and the terms of his mortgage, stated to  
23 Haverly that he qualified for a loan modification, and offered Respondent's mortgage loan  
24 modification services to him. Tully informed Haverly that Respondent would provide all of the  
25 legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount  
26 of \$3,495.



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COUNT NINE

Case No. 12-O-14890  
Rules of Professional Conduct, rule 4-200(A)  
[Illegal Fee]

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

51. The allegations of Counts Seven and Eight are incorporated by reference.

52. By entering into an agreement for, charging, and collecting fees from Haverly, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

53. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT TEN

Case No. 12-O-14890  
Rules of Professional Conduct, rule 3-700(D)(2)  
[Failure to Refund Unearned Fees]

54. Respondent wilfully 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:

55. The allegations of Counts Seven through Nine are incorporated by reference.

56. To date, Respondent has not refunded any portion of the \$3,495 in illegal, unearned, attorney's fees that Haverly paid Respondent.

57. By failing to provide Haverly with a refund of illegal, unearned attorney's fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT ELEVEN

Case No. 12-O-14172  
Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in another Jurisdiction]

58. 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:

1           59. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by  
2 reference.

3           60. In or about early March 2012, Respondent sent an advertisement via U.S. Mail to  
4 Florida resident James Danskin ("Danskin"). In this advertisement, Respondent offered to  
5 provide Danskin with legal services in the form of mortgage loan modification services  
6 pertaining to his residential property located in Florida.

7           61. On or about March 30, 2012, after receiving Respondent's advertisement, Danskin  
8 called Prudent and spoke on the telephone with Ana Fairon ("Fairon"), Respondent's non-  
9 attorney employee or authorized representative, about obtaining a mortgage loan modification.  
10 Fairon asked Danskin a few questions about his finances and the terms of his mortgage, stated to  
11 Danskin that he qualified for a loan modification, and offered Respondent's mortgage loan  
12 modification services to him. Fairon informed Danskin that Respondent would provide all of the  
13 legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount  
14 of \$4,100.

15           62. On or about March 30, 2012, Danskin employed Respondent to provide mortgage  
16 loan modification services pertaining to his Florida residential property. Pursuant to the fee  
17 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in  
18 the amount of \$4,100.

19           63. On or about April 3, 2012, Danskin paid Respondent \$4,100 in attorney fees for the  
20 mortgage loan modification services.

21           64. By agreeing to provide legal services in the form of mortgage loan modification  
22 services to Danskin when she was not licensed to practice law in Florida, Respondent held  
23 herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing  
24 law is a violation of the regulations of the profession in that jurisdiction and of this state.

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COUNT TWELVE

Case No. 12-O-14172  
Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

65. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

66. The allegations of Count Eleven are incorporated by reference.

67. Respondent was not involved in evaluating the likelihood of achieving a successful result for Danskin or deciding whether or not to accept Danskin as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Fairon to determine whether she should accept Danskin as a new client. Respondent did not determine the legal fees to be charged to Danskin. The decisions regarding whether Danskin qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Fairon and constituted the unauthorized practice of law.

68. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT THIRTEEN

Case No. 12-O-14172  
Rules of Professional Conduct, rule 4-200(A)  
[Illegal Fee]

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

70. The allegations of Counts Eleven and Twelve are incorporated by reference.

71. By entering into an agreement for, charging, and collecting fees from Danskin, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

72. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.



1 80. On or about May 10, 2012, Danskin made a complaint against Respondent with the  
2 State Bar.

3 81. On or about May 30, 2012, Denise Williams ("Williams"), Respondent's non-  
4 attorney employee or authorized representative, sent Danskin a letter conditioning the refund of  
5 \$2,640 on Danskin withdrawing her State Bar complaint against Respondent.

6 82. By requiring Danskin to withdraw the State Bar complaint that he made against  
7 Respondent in order to receive a partial refund of the illegal, unearned attorney's fees that she  
8 received from him, Respondent acted acting as a party or as an attorney for a party and agreed or  
9 sought agreement that a plaintiff would withdraw a disciplinary complaint or would not  
10 cooperate with the investigation or prosecution conducted by the disciplinary agency.

11 COUNT SIXTEEN

12 Case No. 12-O-14172  
13 Rules of Professional Conduct, rule 3-400(B)  
14 [Limiting Liability to a Client]

15 83. Respondent wilfully violated Rules of Professional Conduct, rule 3-400(B), by  
16 settling a claim or potential claim for Respondent's liability to the client for Respondent's  
17 professional malpractice, without informing the client in writing that the client may seek the  
18 advice of an independent lawyer of the client's choice regarding the settlement and giving the  
19 client a reasonable opportunity to seek that advice, as follows:

20 84. The allegations of Counts Eleven through Fifteen are incorporated by reference.

21 85. On or about June 1, 2012, Danskin signed a release of liability against Respondent in  
22 order to obtain a partial refund of the illegal, unearned, advanced, attorney's fees that Danskin  
23 paid to Respondent.

24 86. The release of liability that Respondent prepared, and that Danskin signed, was for  
25 settling Danskin's potential claim against Respondent for professional malpractice, and did not  
26 inform Danskin in writing that the he may seek the advice of an independent lawyer of his choice  
27 regarding the settlement and giving him a reasonable opportunity to seek that advice.  
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1 provide all of the legal services necessary to obtain a mortgage loan modification for attorney's  
2 fees in the amount of \$2,500.

3 94. On or about March 15, 2012, Torres employed Respondent to provide mortgage loan  
4 modification services pertaining to her Massachusetts residential property. Pursuant to the fee  
5 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in  
6 the amount of \$2,500.

7 95. On or about March 15, 2012, Torres paid Respondent \$2,500 in attorney fees for the  
8 mortgage loan modification services.

9 96. By agreeing to provide legal services in the form of mortgage loan modification  
10 services to Torres when she was not licensed to practice law in Massachusetts, Respondent held  
11 herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing  
12 law is a violation of the regulations of the profession in that jurisdiction and of this state.

13 COUNT EIGHTEEN

14 Case No. 12-O-14965  
15 Rules of Professional Conduct, Rule 1-300(A)  
16 [Aiding the Unauthorized Practice of Law]

17 97. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding  
18 a person or entity in the unauthorized practice of law, as follows:

19 98. The allegations of Count Seventeen are incorporated by reference.

20 99. Respondent was not involved in evaluating the likelihood of achieving a successful  
21 result for Torres or deciding whether or not to accept Torres as a new client. Respondent did not  
22 conduct the initial consultation. Respondent was not consulted by Goodwin to determine  
23 whether she should accept Torres as a new client. Respondent did not determine the legal fees to  
24 be charged to Torres. The decisions regarding whether Torres qualified for a mortgage loan  
25 modification, whether to accept her as a client on behalf of Respondent, and what amount of  
26 legal fees to charge her were made by Goodwin and constituted the unauthorized practice of law.

27 100. By allowing non-attorney staff members to engage in acts constituting the  
28 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

1 COUNT NINETEEN

2 Case No. 12-O-14965  
3 Rules of Professional Conduct, rule 4-200(A)  
4 [Illegal Fee]

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

7 102. The allegations of Counts Seventeen through Eighteen are incorporated by  
8 reference.

9 103. By entering into an agreement for, charging, and collecting fees from Torres,  
10 when she was not licensed to practice law in Massachusetts, Respondent entered into an  
11 agreement for, charged, or collected an illegal fee.

12 104. By the foregoing misconduct, Respondent entered into an agreement for, charged,  
13 or collected an illegal fee.

14 COUNT TWENTY

15 Case No. 12-O-14965  
16 Rules of Professional Conduct, rule 3-400(B)  
17 [Limiting Liability to a Client]

18 105. Respondent wilfully violated Rules of Professional Conduct, rule 3-400(B), by  
19 settling a claim or potential claim for Respondent's liability to the client for Respondent's  
20 professional malpractice, without informing the client in writing that the client may seek the  
21 advice of an independent lawyer of the client's choice regarding the settlement and giving the  
22 client a reasonable opportunity to seek that advice, as follows

23 106. The allegations of Counts Seventeen through Nineteen are incorporated by  
24 reference.

25 107. On or about August 15, 2012, Respondent spoke with Torres on the telephone and  
26 offered Torres a refund of \$2,500 on the condition that Torres signed a release of liability against  
27 Respondent.

28 108. On or about August 15, 2012, Respondent emailed to Torres a copy of a release of  
liability for her to sign.



1 117. On or about February 10, 2012, after receiving Respondent's advertisement,  
2 Amstutz called Prudent and spoke on the telephone with Ruth Chase ("Chase"), Respondent's  
3 non-attorney employee or authorized representative, about obtaining a mortgage loan  
4 modification. Chase asked Amstutz a few questions about his finances and the terms of his  
5 mortgage, stated to Amstutz that he qualified for a loan modification, and offered Respondent's  
6 mortgage loan modification services to him. Chase informed Amstutz that Respondent would  
7 provide all of the legal services necessary to obtain a mortgage loan modification for attorney's  
8 fees in the amount of \$5,595.

9 118. On or about February 10, 2012, Amstutz employed Respondent to provide  
10 mortgage loan modification services pertaining to his Ohio residential property. Pursuant to the  
11 fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's  
12 fees in the amount of \$5,595.

13 119. On or about February 13, 2012, Amstutz paid Respondent \$5,595 in attorney fees  
14 for the mortgage loan modification services.

15 120. By agreeing to provide legal services in the form of mortgage loan modification  
16 services to Amstutz when she was not licensed to practice law in Ohio, Respondent held herself  
17 out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is  
18 a violation of the regulations of the profession in that jurisdiction and of this state.

19 COUNT TWENTY-TWO

20 Case No. 12-O-15997  
21 Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

22 121. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
23 aiding a person or entity in the unauthorized practice of law, as follows:

24 122. The allegations of Count Twenty-One are incorporated by reference.

25 123. Respondent was not involved in evaluating the likelihood of achieving a  
26 successful result for Amstutz or deciding whether or not to accept Amstutz as a new client.  
27 Respondent did not conduct the initial consultation. Respondent was not consulted by Chase to  
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1 determine whether she should accept Amstutz as a new client. Respondent did not determine the  
2 legal fees to be charged to Amstutz. The decisions regarding whether Amstutz qualified for a  
3 mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what  
4 amount of legal fees to charge him were made by Chase and constituted the unauthorized  
5 practice of law.

6 124. By allowing non-attorney staff members to engage in acts constituting the  
7 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

8 COUNT TWENTY-THREE

9 Case No. 12-O-15997  
10 Rules of Professional Conduct, rule 3-400(B)  
[Limiting Liability to a Client]

11 125. Respondent wilfully violated Rules of Professional Conduct, rule 3-400(B), by  
12 settling a claim or potential claim for Respondent's liability to the client for Respondent's  
13 professional malpractice, without informing the client in writing that the client may seek the  
14 advice of an independent lawyer of the client's choice regarding the settlement and giving the  
15 client a reasonable opportunity to seek that advice, as follows:

16 126. The allegations of Counts Twenty-One through Twenty-Two are incorporated by  
17 reference.

18 127. On or about August 15, 2012, Amstutz signed a release of liability against  
19 Respondent in order to obtain a refund of the illegal, unearned, advanced, attorney's fees that  
20 Amstutz paid to Respondent.

21 128. The release of liability that Respondent prepared, and that Amstutz signed, was  
22 for settling Amstutz's potential claim against Respondent for professional malpractice, and did  
23 not inform Amstutz in writing that he may seek the advice of an independent lawyer of his  
24 choice regarding the settlement and giving him a reasonable opportunity to seek that advice.

25 129. By having Amstutz signed the release of liability, Respondent settled a claim or  
26 potential claim for Respondent's liability to the client for Respondent's professional malpractice,  
27 and without informing the client in writing that the client may seek the advice of an independent  
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1 lawyer of the client's choice regarding the settlement and giving the client a reasonable  
2 opportunity to seek that advice.

3 COUNT TWENTY-FOUR

4 Case No. 12-O-15997  
5 Rules of Professional Conduct, rule 4-200(A)  
6 [Illegal Fee]

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

9 131. The allegations of Counts Twenty-One through Twenty-Three are incorporated by  
10 reference.

11 132. By entering into an agreement for, charging, and collecting fees from Amstutz,  
12 when she was not licensed to practice law in Ohio, Respondent entered into an agreement for,  
13 charged, or collected an illegal fee.

14 133. By the foregoing misconduct, Respondent entered into an agreement for, charged,  
15 or collected an illegal fee.

16 COUNT TWENTY-FIVE

17 Case No. 12-O-15997  
18 Rules of Professional Conduct, rule 3-700(D)(2)  
19 [Failure to Refund Unearned Fees]

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

22 135. The allegations of Counts Twenty-One through Twenty-Four are incorporated by  
23 reference.

24 136. On or about September 17, 2012, Respondent refunded \$2,547.50 of the \$5,595 in  
25 illegal, unearned, advanced attorney's fees that Amstutz paid to Respondent.

26 137. By failing to provide Amstutz with a complete refund of unearned fees,  
27 Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.  
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1 herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing  
2 law is a violation of the regulations of the profession in that jurisdiction and of this state.

3 COUNT TWENTY-SEVEN

4 Case No. 12-O-16100  
5 Rules of Professional Conduct, Rule 1-300(A)  
6 [Aiding the Unauthorized Practice of Law]

7 145. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
8 aiding a person or entity in the unauthorized practice of law, as follows:

9 146. The allegations of Count Twenty-Six are incorporated by reference.

10 147. Respondent was not involved in evaluating the likelihood of achieving a  
11 successful result for Dohmen or deciding whether or not to accept Dohmen as a new client.  
12 Respondent did not conduct the initial consultation. Respondent was not consulted by Lux to  
13 determine whether he should accept Dohmen as a new client. Respondent did not determine the  
14 legal fees to be charged to Dohmen. The decisions regarding whether Dohmen qualified for a  
15 mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what  
16 amount of legal fees to charge him were made by Lux and constituted the unauthorized practice  
17 of law.

18 148. By allowing non-attorney staff members to engage in acts constituting the  
19 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

20 COUNT TWENTY-EIGHT

21 Case No. 12-O-16100  
22 Rules of Professional Conduct, rule 4-200(A)  
23 [Illegal Fee]

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

26 150. The allegations of Counts Twenty-Six through Twenty-Seven are incorporated by  
27 reference.  
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1 the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's  
2 fees in the amount of \$3,995.

3 165. On or about November 21, 2011, the Perrys paid Respondent \$3,995 in attorney's  
4 fees for the mortgage loan modification services.

5 166. By agreeing to provide legal services in the form of mortgage loan modification  
6 services to the Perrys when she was not licensed to practice law in Florida, Respondent held  
7 herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing  
8 law is a violation of the regulations of the profession in that jurisdiction and of this state.

9 COUNT THIRTY-ONE

10 Case No. 12-O-16597  
11 Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

12 167. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
13 aiding a person or entity in the unauthorized practice of law, as follows:

14 168. The allegations of Count Thirty are incorporated by reference.

15 169. Respondent was not involved in evaluating the likelihood of achieving a  
16 successful result for the Perrys or deciding whether or not to accept the Perrys as new clients.  
17 Respondent did not conduct the initial consultation. Respondent was not consulted by Pentz to  
18 determine whether he should accept the Perrys as new clients. Respondent did not determine the  
19 legal fees to be charged to the Perrys. The decisions regarding whether the Perrys qualified for a  
20 mortgage loan modification, whether to accept them as clients on behalf of Respondent, and  
21 what amount of legal fees to charge them were made by Pentz and constituted the unauthorized  
22 practice of law.

23 170. By allowing non-attorney staff members to engage in acts constituting the  
24 practice of law, Respondent aided a person or entity in the unauthorized practice of law.





1 his mortgage, stated to Soares that he qualified for a loan modification, and offered Respondent's  
2 mortgage loan modification services to him. Penhollow informed Soares that Respondent would  
3 provide all of the legal services necessary to obtain a mortgage loan modification for attorney's  
4 fees in the amount of \$3,495.

5 185. On or about December 27, 2011, Soares employed Respondent to provide  
6 mortgage loan modification services pertaining to his Florida residential property. Pursuant to  
7 the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's  
8 fees in the amount of \$3,495.

9 186. On or about December 27, 2011, Soares paid Respondent \$3,495 in attorney fees  
10 for the mortgage loan modification services.

11 187. By agreeing to provide legal services in the form of mortgage loan modification  
12 services to Soares when she was not licensed to practice law in Florida, Respondent held herself  
13 out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is  
14 a violation of the regulations of the profession in that jurisdiction and of this state.

15 COUNT THIRTY-FIVE

16 Case No. 12-O-16818  
17 Rules of Professional Conduct, Rule 1-300(A)  
18 [Aiding the Unauthorized Practice of Law]

19 188. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
20 aiding a person or entity in the unauthorized practice of law, as follows:

21 189. The allegations of Count Thirty-Four are incorporated by reference.

22 190. Respondent was not involved in evaluating the likelihood of achieving a  
23 successful result for Soares or deciding whether or not to accept Soares as a new client.  
24 Respondent did not conduct the initial consultation. Respondent was not consulted by  
25 Penhollow to determine whether he should accept Soares as a new client. Respondent did not  
26 determine the legal fees to be charged to Soares. The decisions regarding whether Soares  
27 qualified for a mortgage loan modification, whether to accept him as a client on behalf of  
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1 Respondent, and what amount of legal fees to charge him were made by Penhollow and  
2 constituted the unauthorized practice of law.

3 191. By allowing non-attorney staff members to engage in acts constituting the  
4 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

5 COUNT THIRTY-SIX

6 Case No. 12-O-16818  
7 Rules of Professional Conduct, rule 4-200(A)  
8 [Illegal Fee]

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

11 193. The allegations of Counts Thirty-Four through Thirty-Five are incorporated by  
12 reference.

13 194. By entering into an agreement for, charging, and collecting fees from Soares,  
14 when she was not licensed to practice law in Florida, Respondent entered into an agreement for,  
15 charged, or collected an illegal fee.

16 195. By the foregoing misconduct, Respondent entered into an agreement for, charged,  
17 or collected an illegal fee.

18 COUNT THIRTY-SEVEN

19 Case No. 12-O-16818  
20 Rules of Professional Conduct, rule 3-400(B)  
21 [Limiting Liability to a Client]

22 196. Respondent wilfully violated Rules of Professional Conduct, rule 3-400(B), by  
23 settling a claim or potential claim for Respondent's liability to the client for Respondent's  
24 professional malpractice, without informing the client in writing that the client may seek the  
25 advice of an independent lawyer of the client's choice regarding the settlement and giving the  
26 client a reasonable opportunity to seek that advice, as follows:

27 197. The allegations of Counts Thirty-Four through Thirty-Six are incorporated by  
28 reference.



1 Respondent offered to provide Walker with legal services in the form of mortgage loan  
2 modification services pertaining to her residential property located in Illinois.

3 205. On or about February 8, 2012, after receiving Respondent's advertisement,  
4 Walker called Prudent and spoke on the telephone with Lorie Wunning ("Wunning"),  
5 Respondent's non-attorney employee or authorized representative, about obtaining a mortgage  
6 loan modification. Wunning asked Walker a few questions about her finances and the terms of  
7 her mortgage, stated to Walker that she qualified for a loan modification, and offered  
8 Respondent's mortgage loan modification services to her. Wunning informed Walker that  
9 Respondent would provide all of the legal services necessary to obtain a mortgage loan  
10 modification for attorney's fees in the amount of \$3,495.

11 206. On or about February 8, 2012, Walker employed Respondent to provide mortgage  
12 loan modification services pertaining to her Illinois residential property. Pursuant to the fee  
13 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in  
14 the amount of \$3,495.

15 207. Between on or about February 10, 2012, and March 9, 2012, Walker paid  
16 Respondent a total of \$3,495 in attorney fees for the mortgage loan modification services.

17 208. By agreeing to provide legal services in the form of mortgage loan modification  
18 services to Walker when she was not licensed to practice law in Illinois, Respondent held herself  
19 out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is  
20 a violation of the regulations of the profession in that jurisdiction and of this state.

21 COUNT THIRTY-NINE

22 Case No. 12-O-17024  
23 Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

24 209. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
25 aiding a person or entity in the unauthorized practice of law, as follows:

26 210. The allegations of Count Thirty-Eight are incorporated by reference.  
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1 the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's  
2 fees in the amount of \$3,495.

3 237. Between on or about December 23, 2011, and February 8, 2012, Figueroa paid  
4 Respondent a total of \$2,497.50 in attorney fees for the mortgage loan modification services.

5 238. By agreeing to provide legal services in the form of mortgage loan modification  
6 services to Figueroa when she was not licensed to practice law in Illinois, Respondent held  
7 herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing  
8 law is a violation of the regulations of the profession in that jurisdiction and of this state.

9 COUNT FORTY-FIVE

10 Case No. 12-O-17709  
11 Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

12 239. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
13 aiding a person or entity in the unauthorized practice of law, as follows:

14 240. The allegations of Count Forty-Four are incorporated by reference.

15 241. Respondent was not involved in evaluating the likelihood of achieving a  
16 successful result for Figueroa or deciding whether or not to accept Figueroa as a new client.  
17 Respondent did not conduct the initial consultation. Respondent was not consulted by Stordahl  
18 to determine whether he should accept Figueroa as a new client. Respondent did not determine  
19 the legal fees to be charged to Figueroa. The decisions regarding whether Figueroa qualified for  
20 a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and  
21 what amount of legal fees to charge him were made by Stordahl and constituted the unauthorized  
22 practice of law.

23 242. By allowing non-attorney staff members to engage in acts constituting the  
24 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

1 COUNT FORTY-SIX

2 Case No. 12-O-17709  
3 Rules of Professional Conduct, rule 4-200(A)  
4 [Illegal Fee]

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

7 244. The allegations of Counts Forty-Four through Forty-Five are incorporated by  
8 reference.

9 245. By entering into an agreement for, charging, and collecting fees from Figueroa,  
10 when she was not licensed to practice law in Illinois, Respondent entered into an agreement for,  
11 charged, or collected an illegal fee.

12 246. By the foregoing misconduct, Respondent entered into an agreement for, charged,  
13 or collected an illegal fee.

14 COUNT FORTY-SEVEN

15 Case No. 12-O-17526  
16 Rules of Professional Conduct, Rule 1-300(B)  
17 [Unauthorized Practice of Law in Another Jurisdiction]

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

21 248. The allegations of Paragraphs 2 through 4, and 24 through 25 are incorporated by  
22 reference.

23 249. On or about September 12, 2012, Respondent sent an advertisement via U.S. Mail  
24 to Florida residents Senique and Edith Thomas (the "Thomases"). In this advertisement,  
25 Respondent offered to provide the Thomases with legal services in the form of mortgage loan  
26 modification services pertaining to their residential property located in Florida.

27 250. On or about September 20, 2012, after receiving Respondent's advertisement,  
28 Senique Thomas called Remedy and spoke on the telephone with Danielle Williams  
("Williams"), Respondent's non-attorney employee or authorized representative, about obtaining

1 a mortgage loan modification. Williams asked Senique Thomas a few questions about the  
2 Thomases' finances and the terms of their mortgage, stated to Senique Thomas that the  
3 Thomases qualified for a loan modification, and offered Respondent's mortgage loan  
4 modification services to the Thomases. Williams informed Senique Thomas that Respondent  
5 would provide all of the legal services necessary to obtain a mortgage loan modification for  
6 attorney's fees in the amount of \$1,500.

7 251. On or about September 20, 2012, the Thomases employed Respondent to provide  
8 mortgage loan modification services pertaining to their Florida residential property. Pursuant to  
9 the fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's  
10 fees in the amount of \$1,500.

11 252. On or about September 20, 2012, the Thomases paid Respondent a total of \$1,500  
12 in attorney fees for the mortgage loan modification services.

13 253. By agreeing to provide legal services in the form of mortgage loan modification  
14 services to the Thomases when she was not licensed to practice law in Florida, Respondent held  
15 herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing  
16 law is a violation of the regulations of the profession in that jurisdiction and of this state.

17 COUNT FORTY-EIGHT

18 Case No. 12-O-17526  
19 Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

20 254. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
21 aiding a person or entity in the unauthorized practice of law, as follows:

22 255. The allegations of Counts Forty-Seven are incorporated by reference.

23 256. Respondent was not involved in evaluating the likelihood of achieving a  
24 successful result for the Thomases or deciding whether or not to accept the Thomases as new  
25 clients. Respondent did not conduct the initial consultation. Respondent was not consulted by  
26 Williams to determine whether she should accept the Thomases as new clients. Respondent did  
27 not determine the legal fees to be charged to the Thomases. The decisions regarding whether the  
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1 Thomases qualified for a mortgage loan modification, whether to accept them as clients on  
2 behalf of Respondent, and what amount of legal fees to charge them were made by Williams and  
3 constituted the unauthorized practice of law.

4 257. By allowing non-attorney staff members to engage in acts constituting the  
5 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

6 COUNT FORTY-NINE

7 Case No. 12-O-17526  
8 Rules of Professional Conduct, rule 4-200(A)  
[Illegal Fee]

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

11 259. The allegations of Counts Forty-Seven through Forty-Eight are incorporated by  
12 reference.

13 260. By entering into an agreement for, charging, and collecting fees from the  
14 Thomases, when she was not licensed to practice law in Florida, Respondent entered into an  
15 agreement for, charged, or collected an illegal fee.

16 261. By the foregoing misconduct, Respondent entered into an agreement for, charged,  
17 or collected an illegal fee.

18 COUNT FIFTY

19 Case No. 12-O-17526  
20 Business and Professions Code, section 6106  
[Moral Turpitude-Misrepresentation to the State Bar]

21 262. Respondent wilfully violated Business and Professions Code, section 6106, by  
22 committing an act involving moral turpitude, dishonesty or corruption, as follows:

23 263. The allegations of Counts Forty-Seven through Forty-Nine are incorporated by  
24 reference.

25 264. On or about November 2, 2012, Florida attorney Joseph McCormick  
26 (“McCormick”) made a complaint against Respondent with the State Bar on behalf of the  
27 Thomases.





1 determine whether she should accept Heyen as a new client. Respondent did not determine the  
2 legal fees to be charged to Heyen. The decisions regarding whether Heyen qualified for a  
3 mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what  
4 amount of legal fees to charge him were made by Massa and constituted the unauthorized  
5 practice of law.

6 279. By allowing non-attorney staff members to engage in acts constituting the  
7 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

8 COUNT FIFTY-THREE

9 Case No. 12-O-17907  
10 Rules of Professional Conduct, rule 4-200(A)  
[Illegal Fee]

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

13 281. The allegations of Counts Fifty-One through Fifty-Two are incorporated by  
14 reference.

15 282. By entering into an agreement for, charging, and collecting fees from Heyen,  
16 when she was not licensed to practice law in Florida, Respondent entered into an agreement for,  
17 charged, or collected an illegal fee.

18 283. By the foregoing misconduct, Respondent entered into an agreement for, charged,  
19 or collected an illegal fee.

20 COUNT FIFTY-FOUR

21 Case No. 12-O-17907  
22 Rules of Professional Conduct, rule 3-700(D)(2)  
[Failure to Refund Unearned Fees]

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

25 285. The allegations of Counts Fifty-One through Fifty-Three are incorporated by  
26 reference.



1 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in  
2 the amount of \$4,500.

3 293. Between on or about February 10, 2012, and March 9, 2012, Graddy paid  
4 Respondent \$4,500 in attorney fees for the mortgage loan modification services.

5 294. By agreeing to provide legal services in the form of mortgage loan modification  
6 services to Graddy when she was not licensed to practice law in Florida, Respondent held herself  
7 out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is  
8 a violation of the regulations of the profession in that jurisdiction and of this state.

9 COUNT FIFTY-SIX

10 Case No. 12-O-18009  
11 Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

12 295. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
13 aiding a person or entity in the unauthorized practice of law, as follows:

14 296. The allegations of Count Fifty-Five are incorporated by reference.

15 297. Respondent was not involved in evaluating the likelihood of achieving a  
16 successful result for Graddy or deciding whether or not to accept Graddy as a new client.  
17 Respondent did not conduct the initial consultation. Respondent was not consulted by Murray to  
18 determine whether he should accept Graddy as a new client. Respondent did not determine the  
19 legal fees to be charged to Graddy. The decisions regarding whether Graddy qualified for a  
20 mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what  
21 amount of legal fees to charge her were made by Murray and constituted the unauthorized  
22 practice of law.

23 298. By allowing non-attorney staff members to engage in acts constituting the  
24 practice of law, Respondent aided a person or entity in the unauthorized practice of law.









1 resident John Lamb ("Lamb") on behalf of Respondent offering Respondent's mortgage loan  
2 modification services. Penhollow asked Lamb a few questions about his finances and the terms  
3 of his mortgage, stated to Lamb that he qualified for a loan modification, and offered  
4 Respondent's mortgage loan modification services to him. Penhollow informed Bishop that  
5 Respondent would provide all of the legal services necessary to obtain a mortgage loan  
6 modification for attorney's fees in the amount of \$2,700.

7 330. On or about March 6, 2012, Lamb employed Respondent to provide loan  
8 modification services on a mortgage loan secured by his residential property. Pursuant to the fee  
9 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in  
10 the amount of \$3,995.

11 331. Between March 9, 2012, and April 20, 2012, Respondent charged and collected a  
12 total of \$3,995 in attorney's fees from Lamb prior to fully performing each and every service he  
13 had contracted to perform or represented that he would perform.

14 332. By negotiating, arranging or offering to perform a mortgage loan modification for  
15 a fee paid by a borrower, and demanding, charging, collecting and receiving \$3,995 from Lamb  
16 prior to fully performing each and every service he had contracted to perform or represented that  
17 he would perform, in violation of Section 2944.7(a)(1) of the Civil Code, Respondent willfully  
18 violated Business and Professions Code section 6106.3(a).

19 COUNT SIXTY-FOUR

20 Case No. 12-O-18203  
21 Rules of Professional Conduct, rule 4-200(A)  
[Illegal Fee]

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

24 334. The allegations of Count Sixty-Three are incorporated by reference.

25 335. By charging and collecting advanced fees prior to fully performing each and  
26 every service that she contracted to perform or represented that she would perform, in violation  
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1 of Section 2944.7(a)(1) of the Civil Code, Respondent entered into an agreement for, charging,  
2 or collecting an illegal fee.

3 COUNT SIXTY-FIVE

4 Case No. 12-O-18203  
5 Rules of Professional Conduct, Rule 1-300(A)  
6 [Aiding the Unauthorized Practice of Law]

7 336. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
8 aiding a person or entity in the unauthorized practice of law, as follows:

9 337. The allegations of Counts Sixty-Three through Sixty-Four are incorporated by  
10 reference.

11 338. Respondent was not involved in evaluating the likelihood of achieving a  
12 successful result for Lamb or deciding whether or not to accept Lamb as a new client.  
13 Respondent did not conduct the initial consultation. Respondent was not consulted by  
14 Penhollow to determine whether he should accept Lamb as a new client. Respondent did not  
15 determine the legal fees to be charged to Lamb. The decisions regarding whether Lamb qualified  
16 for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and  
17 what amount of legal fees to charge him were made by Penhollow and constituted the  
18 unauthorized practice of law.

19 339. By allowing non-attorney staff members to engage in acts constituting the  
20 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

21 COUNT SIXTY-SIX

22 Case No. 13-O-10175  
23 Rules of Professional Conduct, Rule 1-300(B)  
24 [Unauthorized Practice of Law in Another Jurisdiction]

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

28 341. The allegations of Paragraphs 2 through 4, and 90 through 91 are incorporated by  
reference.

1           342. In or about November 2011, Respondent sent an advertisement via U.S. Mail to  
2 Massachusetts resident Diane Ransom ("Ransom"). In this advertisement, Respondent offered to  
3 provide Ransom with legal services in the form of mortgage loan modification services  
4 pertaining to her residential property located in Massachusetts.

5           343. On or about December 19, 2011, after receiving Respondent's advertisement,  
6 Ransom called Prudent and spoke on the telephone with Mike Zadeh, Respondent's non-attorney  
7 employee or authorized representative, about obtaining a mortgage loan modification. Zadeh  
8 asked Ransom a few questions about her finances and the terms of his mortgage, stated to  
9 Ransom that she qualified for a loan modification, and offered Respondent's mortgage loan  
10 modification services to her. Zadeh informed Ransom that Respondent would provide all of the  
11 legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount  
12 of \$3,995.

13           344. On or about December 19, 2011, Ransom employed Respondent to provide  
14 mortgage loan modification services pertaining to her Massachusetts residential property.  
15 Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services  
16 for attorney's fees in the amount of \$3,995.

17           345. Between on or about December 21, 2011, and January 12, 2012, Ransom paid  
18 Respondent \$3,995 in attorney fees for the mortgage loan modification services.

19           346. By agreeing to provide legal services in the form of mortgage loan modification  
20 services to Ransom when she was not licensed to practice law in Massachusetts, Respondent  
21 held herself out as entitled to practice law and actually practiced law in a jurisdiction where  
22 practicing law is a violation of the regulations of the profession in that jurisdiction and of this  
23 state.

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1           377. Respondent has never been admitted to practice law in the State of North  
2 Carolina.

3           378. In or about May 2012, Respondent sent an advertisement via U.S. Mail to North  
4 Carolina resident Norah Achuko ("Achuko"). In this advertisement, Respondent offered to  
5 provide Achuko with legal services in the form of mortgage loan modification services  
6 pertaining to her residential property located in North Carolina.

7           379. On or about May 31, 2012, after receiving Respondent's advertisement, Achuko  
8 called Prudent and spoke on the telephone with Leticia Stewart ("Stewart"), Respondent's non-  
9 attorney employee or authorized representative, about obtaining a mortgage loan modification.  
10 Stewart asked Achuko a few questions about her finances and the terms of her mortgage, stated  
11 to Achuko that she qualified for a loan modification, and offered Respondent's mortgage loan  
12 modification services to her. Stewart informed Achuko that Respondent would provide all of the  
13 legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount  
14 of \$3,500.

15           380. On or about May 31, 2012, Achuko employed Respondent to provide mortgage  
16 loan modification services pertaining to her North Carolina residential property. Pursuant to the  
17 fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's  
18 fees in the amount of \$3,500.

19           381. On or about May 31, 2012, Achuko paid Respondent \$1,750 in attorney fees for  
20 the mortgage loan modification services.

21           382. By agreeing to provide legal services in the form of mortgage loan modification  
22 services to Achuko when she was not licensed to practice law in North Carolina, Respondent  
23 held herself out as entitled to practice law and actually practiced law in a jurisdiction where  
24 practicing law is a violation of the regulations of the profession in that jurisdiction and of this  
25 state.











1 determine whether she should accept Benson as a new client. Respondent did not determine the  
2 legal fees to be charged to Benson. The decisions regarding whether Benson qualified for a  
3 mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what  
4 amount of legal fees to charge her were made by Miller and constituted the unauthorized practice  
5 of law.

6 418. By allowing non-attorney staff members to engage in acts constituting the  
7 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

8 COUNT EIGHTY-ONE

9 Case No. 13-O-10714  
10 Rules of Professional Conduct, rule 4-200(A)  
[Illegal Fee]

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

13 420. The allegations of Counts Seventy-Nine through Eighty are incorporated by  
14 reference.

15 421. By entering into an agreement for, charging, and collecting fees from Benson,  
16 when she was not licensed to practice law in New York, Respondent entered into an agreement  
17 for, charged, or collected an illegal fee.

18 422. By the foregoing misconduct, Respondent entered into an agreement for, charged,  
19 or collected an illegal fee.

20 COUNT EIGHTY-TWO

21 Case No. 13-O-10714  
22 Rules of Professional Conduct, rule 3-700(D)(2)  
[Failure to Refund Unearned Fees]

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

25 424. The allegations of Counts Seventy-Nine through Eighty-One Three are  
26 incorporated by reference.



1 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in  
2 the amount of \$4,095.

3 432. On or about May 7, 2012, Choate paid Respondent a total of \$4,095 in attorney  
4 fees for the mortgage loan modification services.

5 433. By agreeing to provide legal services in the form of mortgage loan modification  
6 services to Choate when she was not licensed to practice law in Florida, Respondent held herself  
7 out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is  
8 a violation of the regulations of the profession in that jurisdiction and of this state.

9 COUNT EIGHTY-FOUR

10 Case No. 13-O-11223  
11 Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

12 434. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
13 aiding a person or entity in the unauthorized practice of law, as follows:

14 435. The allegations of Count Eighty-Three are incorporated by reference.

15 436. Respondent was not involved in evaluating the likelihood of achieving a  
16 successful result for Choate or deciding whether or not to accept Choate as a new client.  
17 Respondent did not conduct the initial consultation. Respondent was not consulted by Scott to  
18 determine whether he should accept Choate as a new client. Respondent did not determine the  
19 legal fees to be charged to Choate. The decisions regarding whether Choate qualified for a  
20 mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what  
21 amount of legal fees to charge her were made by Scott and constituted the unauthorized practice  
22 of law.

23 437. By allowing non-attorney staff members to engage in acts constituting the  
24 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

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COUNT EIGHTY-FIVE

Case No. 13-O-11223  
Rules of Professional Conduct, rule 4-200(A)  
[Illegal Fee]

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

439. The allegations of Count Eighty-Three through Eighty-Four are incorporated by reference.

440. By entering into an agreement for, charging, and collecting fees from Choate, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

441. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT EIGHTY-SIX

Case No. 13-O-11223  
Rules of Professional Conduct, rule 3-700(D)(2)  
[Failure to Refund Unearned Fees]

442. Respondent wilfully 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:

443. The allegations of Counts Eighty-Three through Eighty-Four are incorporated by reference.

444. To date, Respondent has not refunded any portion of the \$4,095 in illegal, unearned, attorney's fees that Choate paid Respondent.

445. By failing to provide Choate with a refund of illegal, unearned attorney's fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.



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COUNT EIGHTY-EIGHT

Case No. 13-O-11363  
Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

455. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

456. The allegations of Count Eighty-Seven are incorporated by reference.

457. Respondent was not involved in evaluating the likelihood of achieving a successful result for Fulgham or deciding whether or not to accept Fulgham as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by the non-attorney who conducted the initial consultation to determine whether he or she should accept Fulgham as a new client. Respondent did not determine the legal fees to be charged to Fulgham. The decisions regarding whether Fulgham qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by the non-attorney employee and constituted the unauthorized practice of law.

458. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

COUNT EIGHTY-NINE

Case No. 13-O-11363  
Rules of Professional Conduct, rule 4-200(A)  
[Illegal Fee]

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

460. The allegations of Count Eighty-Eight are incorporated by reference.

461. By entering into an agreement for, charging, and collecting fees from Fulgham, when she was not licensed to practice law in Georgia, Respondent entered into an agreement for, charged, or collected an illegal fee.

462. By the foregoing misconduct, Respondent entered into an agreement for, charged, or collected an illegal fee.

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COUNT NINETY

Case No. 13-O-11363  
Rules of Professional Conduct, rule 3-700(D)(2)  
[Failure to Refund Unearned Fees]

463. Respondent wilfully 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:

464. The allegations of Counts Eighty-Eight through Eighty-Nine Three are incorporated by reference.

465. To date, Respondent has not refunded any portion of the \$3,495.12 in illegal, unearned, attorney's fees that Fulgham paid Respondent.

466. By failing to provide Fulgham with a refund of illegal, unearned attorney's fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT NINETY-ONE

Case No. 13-O-11698  
Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in Another Jurisdiction]

467. 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:

468. The allegations of Paragraphs 2 through 4 are incorporated by reference.

469. Subject to certain limited exceptions not relevant to the charges herein, New Jersey Rules of Professional Conduct, rule 5.5, prohibits the practice of law in New Jersey other than by an attorney duly licensed in that state.

470. Respondent has never been admitted to the practice of law in the State of New Jersey.

471. In or about late 2011, Respondent sent an advertisement via U.S. Mail to New Jersey resident Delicia Devreaux ("Devreaux") entitled "Payment Reduction Notice." In this advertisement, Respondent offered to provide Devreaux with legal services in the form of mortgage loan modification services pertaining to her residential property located in New Jersey.



1 determine whether he should accept Devreaux as a new client. Respondent did not determine the  
2 legal fees to be charged to Devreaux. The decisions regarding whether Devreaux qualified for a  
3 mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what  
4 amount of legal fees to charge her were made by Hay and constituted the unauthorized practice  
5 of law.

6 479. By allowing non-attorney staff members to engage in acts constituting the  
7 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

8 COUNT NINETY-THREE

9 Case No. 13-O-11698  
10 Rules of Professional Conduct, rule 4-200(A)  
[Illegal Fee]

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

13 481. The allegations of Counts Ninety-One through Ninety-Two are incorporated by  
14 reference.

15 482. By entering into an agreement for, charging, and collecting fees from Devreaux,  
16 when she was not licensed to practice law in New Jersey, Respondent entered into an agreement  
17 for, charged, or collected an illegal fee.

18 483. By the foregoing misconduct, Respondent entered into an agreement for, charged,  
19 or collected an illegal fee.

20 COUNT NINETY-FOUR

21 Case No. 13-O-11698  
22 Rules of Professional Conduct, rule 3-700(D)(2)  
[Failure to Refund Unearned Fees]

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

25 485. The allegations of Counts Ninety-One through Ninety-Three are incorporated by  
26 reference.



1 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in  
2 the amount of \$3,995.

3 493. In or about May 2012, Hughart paid Respondent \$3,995 in attorney fees for the  
4 mortgage loan modification services.

5 494. By agreeing to provide legal services in the form of mortgage loan modification  
6 services to Hughart when she was not licensed to practice law in Florida, Respondent held  
7 herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing  
8 law is a violation of the regulations of the profession in that jurisdiction and of this state.

9 COUNT NINETY-SIX

10 Case No. 13-O-11834  
11 Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

12 495. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
13 aiding a person or entity in the unauthorized practice of law, as follows:

14 496. The allegations of Count Ninety-Five are incorporated by reference.

15 497. Respondent was not involved in evaluating the likelihood of achieving a  
16 successful result for Hughart or deciding whether or not to accept Hughart as a new client.  
17 Respondent did not conduct the initial consultation. Respondent was not consulted by Silva to  
18 determine whether he should accept Hughart as a new client. Respondent did not determine the  
19 legal fees to be charged to Hughart. The decisions regarding whether Hughart qualified for a  
20 mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what  
21 amount of legal fees to charge him were made by Silva and constituted the unauthorized practice  
22 of law.

23 498. By allowing non-attorney staff members to engage in acts constituting the  
24 practice of law, Respondent aided a person or entity in the unauthorized practice of law.









1 Daniel with legal services in the form of mortgage loan modification services pertaining to his  
2 residential property located in Illinois.

3 529. On or about July 20, 2012, after receiving Respondent's advertisement, Daniel  
4 called Remedy and spoke on the telephone with Greg Stradford ("Stradford"), Respondent's  
5 non-attorney employee or authorized representative, about obtaining a mortgage loan  
6 modification. Stradford asked Daniel a few questions about his finances and the terms of his  
7 mortgage, stated to Daniel that he qualified for a loan modification, and offered Respondent's  
8 mortgage loan modification services to him. Stradford informed Daniel that Respondent would  
9 provide all of the legal services necessary to obtain a mortgage loan modification for attorney's  
10 fees in the amount of \$3,495.

11 530. On or about July 20, 2012, Daniel employed Respondent to provide mortgage  
12 loan modification services pertaining to his Illinois residential property. Pursuant to the fee  
13 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in  
14 the amount of \$3,495.

15 531. On or about July 20, 2012, Daniel paid Respondent \$3,495 in attorney fees for the  
16 mortgage loan modification services.

17 532. By agreeing to provide legal services in the form of mortgage loan modification  
18 services to Daniel when she was not licensed to practice law in Illinois, Respondent held herself  
19 out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is  
20 a violation of the regulations of the profession in that jurisdiction and of this state.

21 COUNT ONE HUNDRED AND FOUR

22 Case No. 13-O-12459  
23 Rules of Professional Conduct, Rule 1-300(A)  
[Aiding the Unauthorized Practice of Law]

24 533. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
25 aiding a person or entity in the unauthorized practice of law, as follows:

26 534. The allegations of Count One Hundred and Three are incorporated by reference.  
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1 legal services in the form of mortgage loan modification services of their respective home  
2 mortgages. The communications did not bear the words "Advertisement," "Newsletter," or  
3 words of similar import in 12 point print on the first page.

4 548. The mailer was presented or arranged in a format that made it appear as if it was  
5 sent by the addressees' respective mortgage holders. The front page of the mailer stated,  
6 "Payment Reduction Notification" and "IMPORTANT ON FILE INFORMATION  
7 REGARDING YOUR LOAN WITH [RESPECTIVE BANK NAME]." The second page states  
8 "Payment Reduction Status PENDING REVIEW" and "Modification Program." It also contains  
9 a "Personal ID Number," "ID Number," and "Code" number intended to make the mailer appear  
10 like a personalized official bank document to and to confuse, deceive, or mislead the recipients.

11 549. The mailer stated, "We have reviewed your property information and have  
12 determined that you may be eligible to modify the current terms of your mortgage." There was  
13 no legitimate basis for the claim since Respondent had not reviewed the recipients' respective  
14 mortgages. The claim was at the very least misleading, if not, false.

15 550. The mailer stated, "This offer is good for 30 days from the above date and is  
16 subject to certain conditions. No other notice will be issued and no phone calls will be made to  
17 you." This claim was at the very least misleading, if not, false because there was no legitimate  
18 reason to claim that the mailer had an expiration date.

19 551. The mailer did not state Respondent's name, any of her law firm's names, or  
20 Respondent's address. The mailer did not contain the name of any person or entity responsible  
21 for sending the mailer.

22 552. By the foregoing conduct, Respondent delivered, or caused to be delivered, a  
23 communication seeking professional employment for pecuniary gain, which was transmitted by  
24 mail or equivalent means.

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COUNT ONE HUNDRED AND EIGHT

Case Nos. 12-O-13126, 12-O-13240, 12-O-14890, 12-O-14172, 12-O-14965, 12-O-15997,  
12-O-16100, 12-O-16597, 12-O-16818, 12-O-17024, 12-O-17537, 12-O-17709, 12-O-17526,  
12-O-17907, 12-O-18009, 12-O-18122, 12-O-18203, 13-O-10175, 13-O-10423, 13-O-10474,  
13-O-10714, 13-O-11223, 13-O-11363, 13-O-11698, 13-O-11834, 13-O-11896, 13-O-12459  
Business and Professions Code, section 6106  
[Moral Turpitude]

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

554. The allegations of Paragraphs 2 through 4, and Counts One through One Hundred and Seven are incorporated by reference.

555. By engaging in a pattern of: allowing non-attorneys to determine and advise prospective clients whether they qualify for a mortgage loan modification; allowing non-attorneys to determine whether to accept clients on behalf of Respondent; allowing non-attorneys to determine the amount of legal fees to charge clients; holding herself out as entitled to practice law in jurisdictions where she is not entitled to practice law; collecting illegal fees from clients in jurisdictions where she is not licensed to practice law; improperly soliciting clients, and failing to refund unearned fees, Respondent committed acts involving moral turpitude, dishonesty or corruption.

NOTICE - INACTIVE ENROLLMENT!

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

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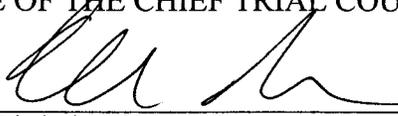
**NOTICE - COST ASSESSMENT!**

**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,

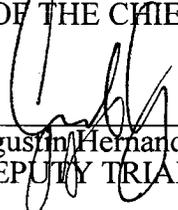
THE STATE BAR OF CALIFORNIA  
OFFICE OF THE CHIEF TRIAL COUNSEL

DATED: June 27, 2103

By:   
Christine Souhrada  
SENIOR TRIAL COUNSEL

THE STATE BAR OF CALIFORNIA  
OFFICE OF THE CHIEF TRIAL COUNSEL

DATED: June 27, 2103

By:   
Agustin Hernandez  
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-13126, et al

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:

NDC

By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))
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.: 7196-9008-9111-6411-3973 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)

Table with 4 columns: Person Served, Business-Residential Address, Fax Number, Courtesy Copy to. Row 1: Arthur Margolis, Margolis & Margolis, LLP Attorneys at Law, 2000 Riverside Drive Los Angeles, CA 90039, Electronic Address.

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

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: June 28, 2013

SIGNED: [Signature]
Ana Botosaru Nercessian
Declarant