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State Bar Court of California Hearing Department Los Angeles DISBARMENT		
Counsel For The State Bar Ashod Mooradian Senior Trial Counsel 1149 S. Hill Street Los Angeles, CA 90015 (213) 765-1004 Bar # 194283	Case Number(s): 12-O-14637 12-O-15347 12-O-15548 12-O-16379 12-O-16600 12-O-17070 13-O-10500	For Court use only <div style="text-align: right;"> FILED DEC 04 2013 STATE BAR COURT CLERK'S OFFICE LOS ANGELES </div>
In Pro Per Respondent Paul Eric St. Amant 26100 Newport Rd., Suite A12-37 Menifee, CA 92584 (no number available) Bar # 236141	Submitted to: Assigned Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT DISBARMENT <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter of: PAUL ERIC St. AMANT Bar # 236141 A Member of the State Bar of California (Respondent)		

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

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted May 24, 2005
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of (23) pages, not including the order.
- (4) A statement of acts or omissions acknowledged by respondent as cause or causes for discipline is included under "Facts."

(Effective January 1, 2011)



- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law."
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
- ☒ Costs to be awarded to the State Bar.
 - ☐ Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - ☐ Costs are entirely waived.
- (9) ORDER OF INACTIVE ENROLLMENT:
The parties are aware that if this stipulation is approved, the judge will issue an order of inactive enrollment under Business and Professions Code section 6007, subdivision (c)(4), and Rules of Procedure of the State Bar, rule 5.111(D)(1).

B. Aggravating Circumstances [for definition, see Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.

- (1) ☐ **Prior record of discipline**
- (a) ☐ State Bar Court case # of prior case
 - (b) ☐ Date prior discipline effective
 - (c) ☐ Rules of Professional Conduct/ State Bar Act violations:
 - (d) ☐ Degree of prior discipline
 - (e) ☐ If respondent has two or more incidents of prior discipline, use space provided below:
- (2) ☐ **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) ☐ **Trust Violation:** Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) ☒ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. See Attachment at page 19.
- (5) ☐ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.

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- (6) ☐ **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) ☒ **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. See Attachment at page 19.
- (8) ☐ **No aggravating circumstances** are involved.

Additional aggravating circumstances:

None.

C. Mitigating Circumstances [see standard 1.2(e)]. Facts supporting mitigating circumstances are required.

- (1) ☐ **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) ☐ **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) ☐ **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (4) ☐ **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) ☐ **Restitution:** Respondent paid \$ _____ on _____ in restitution to _____ without the threat or force of disciplinary, civil or criminal proceedings.
- (6) ☐ **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to respondent and the delay prejudiced him/her.
- (7) ☐ **Good Faith:** Respondent acted in good faith.
- (8) ☐ **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and respondent no longer suffers from such difficulties or disabilities.
- (9) ☐ **Severe Financial Stress:** At the time of the misconduct, respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) ☐ **Family Problems:** At the time of the misconduct, respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) ☐ **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) ☐ **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) ☐ **No mitigating circumstances** are involved.

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Additional mitigating circumstances:

See Attachment at page 19.

D. Discipline: Disbarment.

E. Additional Requirements:

- (1) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (2) ☐ **Restitution:** Respondent must make restitution to _____ in the amount of \$ _____ plus 10 percent interest per year from _____. If the Client Security Fund has reimbursed _____ for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than _____ days from the effective date of the Supreme Court order in this case.
- (3) ☒ **Other:** Restitution (See attachment pg. 21-22)

ATTACHMENT TO

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: PAUL ERIC St. AMANT

CASE NUMBERS: 12-O-14637, 12-O-15347, 12-O-15548, 12-O-16379,
 12-O-16600, 12-O-17070, 13-O-10500

FACTS AND CONCLUSIONS OF LAW.

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

Case Nos. 12-O-14637, 12-O-15347, 12-O-15548, 12-O-16379, 12-O-16600, 12-O-17070, 13-O-10500

FACTS COMMON TO ALL MATTERS:

1. On September 1, 2010, "Consumer Legal Centers, A Professional Law Corporation" ("CLC") was registered with the California Secretary of State by non-attorney Ruben Ernesto Vargas ("Vargas").

2. CLC is not, and has never been, a "professional law corporation" registered pursuant to the laws of the State of California and the State Bar Act, Business and Professions Code section 6000 *et seq.*

3. At all relevant times, CLC was not, and has never been, owned by an attorney, or had any attorney shareholders. CLC was managed and owned by Vargas, along with non-attorneys Charlie Hernandez, Eric Vargas, Giovanni Perez and Neftali Garcia and/or other non-attorney CLC employees.

4. On February 1, 2011, Respondent entered into a contract with Vargas on behalf of CLC, whereby CLC agreed to pay Respondent \$5,000 each month provided that he worked a minimum of 20 hours that month on CLC legal matters.

5. At the time Respondent entered into the employment contract with CLC, Respondent knew that CLC had never been a "professional law corporation," and that CLC was owned by a non-attorney or non-attorneys.

6. Between February 2011 and February 2012, Respondent kept regular office hours at CLC.

7. Beginning on February 1, 2011, Respondent misrepresented to the public and to clients that he was the managing attorney and/or owner of CLC. This was not true.

8. Between February 2011 and February 2012, Vargas, Charlie Hernandez, Eric Vargas, Giovanni Perez and Neftali Garcia and/or other non-attorney CLC employees regularly informed clients that Respondent was the managing attorney and/or owner of CLC and would be the attorney handling their legal matters. This was not true.

9. Between February 2011 and February 2012, Respondent permitted his name, his law office name and his State Bar number to appear on CLC documents and pleadings implying that Respondent was the managing attorney at CLC.

10. Between February 2011 and February 2012, Respondent knew that there was no other attorney at CLC who was supervising Vargas, Charlie Hernandez, Eric Vargas, Giovanni Perez and Neftali Garcia and/or other non-attorney CLC employees.

11. Between February 2011 and February 2012, Respondent was the lawyer in name only for CLC which was actually run by Vargas, Charlie Hernandez, Eric Vargas, Giovanni Perez and Neftali Garcia and/or other non-attorney CLC employees.

12. Between February 2011 and February 2012, Respondent took no steps to stop Vargas, Charlie Hernandez, Eric Vargas, Giovanni Perez, Neftali Garcia and/or other non-attorney CLC employees from using his name, his law office name and his State Bar number in the day-to-day operations of CLC.

13. Respondent misled his clients, including but not limited to, Antonio Soria, Josefina and Benjamin Franco, Paulino and Merina Gonzalez, Teresa Hermenegildo, Ruben Jauregui, Socorro Velazquez and Jose and Bertha Cruz (collectively, the "CW clients") into believing that Respondent was the managing attorney and/or owner of CLC and actually running CLC as his own law office, when in truth and fact he was the managing attorney and/or owner of CLC in name only.

14. Between February 2011 and February 2012, Vargas shared with Respondent fees received from clients who retained Respondent through CLC.

15. Between February 2011 and February 2012, Respondent knowingly permitted Vargas, Charlie Hernandez, Eric Vargas, Giovanni Perez and Neftali Garcia and/or other non-attorney CLC employees to engage in the practice of law by, among other things, meeting with potential clients including the CW clients, providing legal advice to clients including the CW clients regarding their respective legal matters, charging and collecting advanced fees from clients, including the CW clients and entering into fee agreements for clients, including the CW clients, that bore Respondent's law office name and State Bar number.

16. Between February 2011 and February 2012, Respondent failed to oversee or supervise Vargas, Charlie Hernandez, Eric Vargas, Giovanni Perez, Neftali Garcia and/or any other non-attorney CLC employees who were handling the legal matters of Respondent's clients who retained him through CLC.

CONCLUSIONS OF LAW:

17. By permitting Vargas, Charlie Hernandez, Eric Vargas, Giovanni Perez, Neftali Garcia and/or other non-attorney CLC employees to use his name, his law office name and his State Bar number to appear on CLC documents and pleadings, by taking no steps to stop Vargas, Charlie Hernandez, Eric Vargas, Giovanni Perez, Neftali Garcia and/or other non-attorney CLC employees from using his name, his law office name and his State Bar number in the day-to-day operations of CLC and by allowing Vargas, Charlie Hernandez, Eric Vargas, Giovanni Perez, Neftali Garcia and/or other non-

attorney CLC employees to run CLC, Respondent lent his name to be used as attorney by another person who was not an attorney in wilful violation of Business and Professions Code, section 6105.

18. By permitting Vargas, Charlie Hernandez, Eric Vargas, Giovanni Perez, Neftali Garcia and/or other non-attorney CLC employees to use his name, his law office name and his State Bar number, to meet with clients, to evaluate cases, enter into retainer agreements with clients, to give legal advice to clients about their cases, and to charge and collect advanced fees from clients, including the CW clients, Respondent habitually disregarded his law practice thereby committing an act or acts involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

19. By sharing with Vargas fees received from clients who retained Respondent through CLC, Respondent shared legal fees with a person who is not a lawyer in wilful violation of Rules of Professional Conduct, rule 1-320(A).

20. By allowing or permitting non-attorneys, including but not limited to, Ruben Vargas, Eric Vargas, Charlie Hernandez, Giovanni Perez, Neftali Garcia and/or any other non-attorney CLC employees to practice law by, among other things, meeting with clients, evaluating cases, entering into retainer agreements with clients, giving legal advice to clients about their cases, and charging and collecting advanced fees from clients, including the CW clients, by allowing or permitting CLC to use Respondent's law office name and State Bar number on its fee agreements and by failing to oversee or supervise Vargas, Charlie Hernandez, Eric Vargas, Giovanni Perez, Neftali Garcia and/or any other non-attorney CLC employees who were handling the legal matters of Respondent's clients, Respondent aided a person or entity in the unauthorized practice of law in wilful violation of Rules of Professional Conduct, rule 1-300(A).

Case No. 12-O-14637 (Complainant: Antonio Soria)

FACTS:

21. On December 7, 2011, Antonio Soria ("Soria") went to CLC regarding the possible foreclosure of his property and met with non-attorney CLC employees. At the conclusion of this meeting, Soria signed a fee agreement hiring Respondent to file a Chapter 11 bankruptcy petition.

22. On December 7, 2011 and in March 2012, pursuant to the fee agreement, Soria paid Respondent, through CLC, \$8,900 in advanced fees.

23. Respondent failed to prepare or file a Chapter 11 bankruptcy petition for Soria or to perform any legal service of value on Soria's behalf.

24. Respondent did not earn the \$8,900 in advance fees that Soria paid to him.

25. To date, Respondent has failed to refund any portion of unearned advanced fees paid by Soria.

26. On February 28, 2012, Respondent established California Litigation and Arbitration Services, A Professional Law Corporation ("CLA"). Respondent thereafter hired former CLC employees, including Eric Vargas, to work at CLA.

27. In March 2012, Soria contacted CLC about his case. Soria was told to contact Respondent at his CLA office regarding his case.

28. On March 20, 2012, Soria faxed a notice to CLA, to the attention of Eric Vargas, terminating Respondent's services and requesting a complete refund of all advanced fees paid.

29. On April 9, 2012, Eric Vargas, on behalf of Respondent, sent Soria a letter containing an itemized accounting of \$5,732.13 for work allegedly performed by Respondent, and agreeing to refund the "remaining balance" to Soria "within 2-3 weeks."

30. Respondent knew that the April 9, 2012 letter included an itemized accounting of the advanced fees paid by Soria for work allegedly performed by Respondent.

31. The itemized accounting contained in the April 9, 2012 letter was false because the services listed therein were not actually performed by Respondent or any person working at his direction or at all.

32. Respondent knew or was grossly negligent in not knowing that the itemized accounting included in the April 9, 2012 letter was false.

CONCLUSIONS OF LAW:

33. By failing to prepare or file a Chapter 11 bankruptcy petition for Soria or to perform any legal service of value on Soria's behalf, Respondent intentionally failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

34. By failing to refund any portion of the \$8,900 in advanced fees paid by Soria, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

35. By allowing Eric Vargas to send the April 9, 2012 letter to Soria which included a false itemized accounting of the advanced fees paid by Soria for work allegedly performed by Respondent when Respondent knew, or was grossly negligent in not knowing, that the itemized accounting included in the April 9, 2012 letter was false, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

Case No. 12-O-15347 (Complainants: Josefina and Benjamin Franco)

FACTS:

36. On March 6, 2011, Josefina and Benjamin Franco (the "Francos") hired Respondent to provide legal services in connection with a home mortgage loan modification with Aurora Loan Services LLC ("Aurora").

37. Between March 25, 2011 and June 3, 2011, the Francos paid Respondent, through CLC, \$5,000 in advanced fees to Respondent.

38. On June 21, 2011, Respondent filed a Chapter 13 bankruptcy petition on behalf of the Francos, in the United States Bankruptcy Court ("Franco bankruptcy").

39. Thereafter, the court set a creditor's meeting and confirmation hearing for August 3, 2011 in the Franco bankruptcy. Respondent had notice of the creditor meeting and confirmation hearing.

40. Respondent failed to submit necessary documents regarding the Franco bankruptcy to the court and the bankruptcy Trustee in violation of applicable statutes and local bankruptcy court rules.

41. On August 4, 2011, the court ordered the Franco bankruptcy dismissed because Respondent failed to submit necessary documents to the court and the bankruptcy trustee and ordered a 180-day bar against re-filing by the Francos. Respondent had notice of the order dismissing the Franco bankruptcy.

42. On August 12, 2011, the Francos paid Respondent, through CLC, an additional \$1,500 in advanced fees despite the fact that the Franco bankruptcy was already dismissed.

43. On September 28, 2011, Aurora obtained possession of the Francos' property through an unlawful detainer proceeding where the Francos were represented by Respondent.

44. Between March 25, 2011 and June 3, 2011, the Francos paid Respondent \$5,000 in advanced fees for a loan modification, pursuant to the fee agreement. At the time, Respondent had not completed all of the loan modification services he had agreed to perform.

45. In October, 2011, Respondent, through CLC staff, requested that the Francos deposit \$15,000 with CLC, for purposes of paying these funds as settlement of all claims that Aurora had against the Francos.

46. On October 5, 2011, the Francos paid \$10,000 to Respondent, through CLC, for settlement of all claims that Aurora had against the Francos.

47. On October 21, 2011, the Francos paid another \$5,000 to Respondent, through CLC, for settlement of all claims that Aurora had against the Francos.

48. At no time was any portion of the \$15,000 deposited into Respondent's client trust account.

49. None of the \$15,000 paid by the Francos to settle all claims that Aurora had against the Francos was used for that purpose.

50. On October 5, 2011, Respondent dishonestly misappropriated \$10,000 of the Francos' funds.

51. On October 21, 2011, Respondent dishonestly misappropriated \$5,000 of the Francos' funds.

CONCLUSIONS OF LAW:

52. By failing to submit necessary documents to the court and the bankruptcy Trustee in violation of applicable statutes and local bankruptcy court rules, resulting in the dismissal of the bankruptcy action as well as a 180-day bar against re-filing by the Francos, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

53. By agreeing to negotiate a mortgage loan modification for the Francos and collecting fees from them when he had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a mortgage loan modification for a fee paid by the borrower, and demanded, charged, collected or received such fee prior to fully performing each and every service Respondent had contracted to perform or represented that he would perform, in violation of Section 2944.7(a)(1) of the Civil Code, and thereby wilfully violated Business and Professions Code section 6106.3(a).

54. By failing to deposit the Francos' \$15,000 into his client trust account, Respondent failed to deposit funds received for the benefit of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rules of Professional Conduct, rule 4-100(A).

55. By misappropriating \$15,000 of the Francos' funds, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

Case No. 12-O-15548 (Complainant: Paulino and Merina Gonzalez)

FACTS:

56. In August 2011, CLC non-attorney employee "Yolanda" contacted Paulino and Merina Gonzalez (the "Gonzalezes") by phone, regarding foreclosure proceedings against the Gonzalezes' home, and represented that Respondent could assist the Gonzalezes with keeping their home. Yolanda and CLC non-attorney employee Sandra LaCruz subsequently solicited the Gonzalezes' at their home. The Gonzalezes had no family or prior professional relationship with Respondent or CLC.

57. Prior to being contacted by agents of CLC, in August 2011, the Gonzalezes had not contacted Respondent or CLC, or requested a telephone call from Respondent or any CLC employees regarding obtaining legal assistance

58. On August 15, 2011, the Gonzalezes met with Ruben Vargas at the CLC office. Vargas told the Gonzalezes they must pay an initial advanced fee of \$5,000 before Respondent would begin working on their case, and \$1,500 per month thereafter.

59. On August 15, 2011, the Gonzalezes hired Respondent to assist them with keeping their home in connection with the pending foreclosure proceedings on their property.

60. On August 15, 2011, the Gonzalezes paid Respondent, through CLC, \$2,500 in advanced fees.

61. On August 22, 2011, the Gonzalezes paid Respondent, through CLC, an additional \$2,500 in advanced fees.

62. On September 21, 2011, Respondent filed a Chapter 7 bankruptcy petition for the Gonzalezes in the United States Bankruptcy Court ("bankruptcy action").

63. On September 26, 2011, the Gonzalezes signed a fee agreement with Respondent, which stated that Respondent would file a Chapter 11 bankruptcy petition for the Gonzalezes and appear at the creditor's meeting pursuant to 11 U.S.C. Section 341 ("Section 341"). The Gonzalezes paid an advanced fee of \$3,961 to Respondent, through CLC.

64. On November 2, 2011, the court held a creditor's meeting in the bankruptcy action. Respondent had notice of the November 2, 2011 creditor's meeting but Respondent failed to appear and failed to notify the Gonzalezes that they must appear.

65. On November 3, 2011, the court continued the creditor's meeting for the bankruptcy action to November 23, 2011. The U.S. Trustee served Respondent with notice of the November 23, 2011 creditor's meeting. Respondent received the notice.

66. On November 23, 2011, the court held a Section 341 creditor's meeting in the bankruptcy action. Respondent failed to appear at the creditor's meeting, and failed to notify the Gonzalezes that they must appear.

67. On November 28, 2011, the court dismissed the bankruptcy action due to Respondent's failure to appear at the Section 341 creditor's meeting. Respondent had notice of the November 28, 2011 dismissal.

68. On January 25, 2012, the Bank of New York Mellon filed an unlawful detainer against the Gonzalezes ("Bank's UD action").

69. In March 2012, the Gonzalezes received a Notice to Vacate regarding the Bank's UD Action stating that they must turn over possession of their property on or before March 29, 2012.

70. Thereafter, the Gonzalezes met with Respondent at his office. Respondent told the Gonzalezes he would file a lawsuit to get them back into their home.

71. Respondent performed no further legal services on behalf of the Gonzalezes.

72. In March 29, 2012, the Gonzalezes were evicted from their home.

73. Thereafter, between March 2012 and June 2012, the Gonzalezes repeatedly phoned Respondent's office seeking information about getting their home back, but were unable to speak directly with Respondent, and instead left messages requesting a return call from Respondent or spoke with Respondent's employees. Respondent received the messages. Respondent failed to return any of the Gonzalezes' phone calls.

74. Respondent failed to earn the \$9,500 in advanced fees paid by the Gonzalezes.

75. To date, Respondent has failed to refund any portion of the \$9,500 in unearned advanced fees paid by the Gonzalezes.

76. To date, Respondent has failed to provide the Gonzalezes with an accounting for the \$9,500 in advance fees.

CONCLUSIONS OF LAW:

77. By failing to appear at the November 2, 2011 or November 23, 2011 creditor's meetings, which resulted in the dismissal of the bankruptcy action, by abandoning the bankruptcy action, and by failing to respond to the Gonzalezes' efforts to contact him after he told them he could file a lawsuit to get them back into their home, Respondent intentionally failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

78. By failing to refund any portion of the unearned advanced fees paid by the Gonzalezes, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

79. By failing to provide the Gonzalezes with an accounting for the \$9,500 in advanced fees that the Gonzalezes paid CLC, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

80. By permitting CLC non-attorney employees Yolanda and Sandra LaCruz to contact the Gonzalezes by phone, go to the Gonzalezes' home to sell Respondent's legal services, and represent to the Gonzalezes that Respondent, through CLC, could assist the Gonzalezes with keeping their home, Respondent improperly solicited a prospective client in willful violation of Rules of Professional Conduct, rule 1-400(C).

81. By failing to inform the Gonzalezes they were required to attend the November 2, 2011 and November 23, 2011 creditor's meetings, and by failing to respond to the Gonzalezes' phone calls and messages after Respondent told the Gonzalezes in March 2012 that he could file a lawsuit to get them back into their home, Respondent failed to respond promptly to reasonable status inquiries of a client in a matter in which Respondent had agreed to provide legal services and failed to inform a client of significant developments in a matter in which Respondent had agreed to provide legal services in willful violation of Business and Professions Code, section 6068(m).

Case No. 12-O-16379 (Complainant: Teresa Hermenegildo)

FACTS:

82. On September 26, 2011, Teresa Hermenegildo ("Hermenegildo") contacted CLC regarding a loan modification for her two properties, and spoke with CLC employee and non-attorney Charlie Hernandez, who advised Hermenegildo to file a Chapter 11 bankruptcy petition.

83. On October 4, 2011, Charlie Hernandez went to Hermenegildo's home and again advised Hermenegildo to file a Chapter 11 bankruptcy petition.

84. On October 4, 2011, Hermenegildo hired Respondent, through CLC to file a Chapter 11 bankruptcy petition on her behalf. The fee agreement required Hermenegildo to make an initial advanced fee payment of \$5,000, and subsequent monthly payments of \$1,500.

85. Between October 4, 2011 and March 2012, Hermenegildo paid Respondent, through CLC, a total of approximately \$23,800 in advanced fees.

86. At no time did Respondent file a Chapter 11 bankruptcy petition for Hermenegildo, Respondent failed to provide any legal services of value for Hermenegildo and failed to earn any portion of the \$23,800 in advanced fees paid by Hermenegildo.

87. In March 2012, Hermenegildo requested a full refund of the \$23,800 in advanced fees paid. Respondent's agents promised Hermenegildo a full refund.

88. In April 2012, Hermenegildo again telephoned Respondent's CLA office and requested a full refund of the \$23,800 in advanced fees paid. This time Hermenegildo was told that Respondent would not provide a refund.

89. On April 20, 2012, Hermenegildo went to Respondent's CLA office and spoke with CLA staff regarding the refund of the \$23,800 in advanced fees. Respondent's CLA staff promised Hermenegildo that Respondent would provide her a refund.

90. To date, Respondent has failed to refund Hermenegildo any portion of the \$23,800 in advanced fees.

91. To date, Respondent has failed to provide Hermenegildo with an accounting for the \$23,800 in advanced fees.

CONCLUSIONS OF LAW:

92. By failing to refund any portion of the \$23,800 in unearned advanced fees paid by Hermenegildo, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

93. By failing to provide Hermenegildo with an accounting for the \$23,800 in advanced fees that Hermenegildo paid to Respondent, through CLC, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession earned in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

94. By failing to provide any legal services of value for Hermenegildo, Respondent intentionally failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

Case No. 12-O-16600 (Complainant: Ruben Jauregui)

FACTS:

95. On February 8, 2011, Ruben Jauregui ("Jauregui") hired Respondent, through CLC and entered into a fee agreement which provided that Respondent would provide legal services to stop Jauregui's lender from foreclosing on his home.

96. The fee agreement also required Jauregui to make an initial advanced fee payment of \$1,500, and eight subsequent monthly payments of \$1,500.

97. Between March 2011 and July 2011, Jauregui paid Respondent, through CLC \$7,500 in advanced fees. Between July 2011 and September 2011, Jauregui paid an additional \$1200.

98. On June 9, 2011, Respondent filed a Chapter 13 bankruptcy petition and plan on behalf of Jauregui, in the United States Bankruptcy Court ("Jauregui bankruptcy action"). Thereafter, the court set a creditor's meeting and confirmation hearing for September 28, 2011 in the Jauregui bankruptcy action. Respondent received notice of the creditor meeting and confirmation hearing for the Jauregui bankruptcy action.

99. On July 18, 2011, Respondent filed a "Debtor's Notice of Conversion of Bankruptcy Case from Chapter 13 to Chapter 7" in the Jauregui bankruptcy action.

100. On September 28, 2011, Respondent failed to appear in court for the creditors meeting for the Jauregui bankruptcy action.

101. On October 14, 2011, the Chapter 7 Trustee filed a request for dismissal of the Jauregui bankruptcy action due to Respondent's failure to appear at the September 28, 2011 creditor meeting.

102. Respondent received notice of the Chapter 7 Trustee's request for dismissal but did not file any response or take any corrective action. Respondent also failed to inform Jauregui of the pending request for dismissal.

103. On November 4, 2011, the bankruptcy court ordered the dismissal of the Jauregui bankruptcy action.

104. Respondent received notice of the bankruptcy court's dismissal of the Jauregui bankruptcy action but failed to take any subsequent action or to inform Jauregui of the dismissal.

105. Between on November 28, 2011 and on March 19, 2012, Jauregui paid Respondent, through CLC, additional advanced fees in the amount of \$1,900 pursuant to the fee agreement.

106. In April 2012, Jauregui met with Respondent, who informed Jauregui that he should forget about trying to save his house and focus on bankruptcy. At the time, Jauregui was still not aware that the bankruptcy court ordered the dismissal of the Jauregui bankruptcy action.

107. Between April 22, 2012 and June 12, 2012, Jauregui paid Respondent, through CLA, additional advanced fees in the amount of \$1,500 pursuant to the fee agreement.

108. Respondent failed to earn the \$13,600 in advanced fees paid by Jauregui.

109. To date, Respondent has failed to refund any portion of the \$13,600 in unearned advanced fees paid by Jauregui.

110. To date, Respondent has failed to provide Jauregui with an accounting for the \$13,600 in fees Jauregui paid to Respondent.

CONCLUSIONS OF LAW:

111. By failing to respond to the trustee's request for dismissal, by failing to appear at the creditor meeting resulting in the dismissal of the Jauregui bankruptcy action, by failing to take any action to set aside the dismissal of the Jauregui bankruptcy action and by otherwise failing to perform

any legal service of value for Jauregui, Respondent intentionally failed to perform legal services with competence in wilful violation of Rules of Professional Conduct, rule 3-110(A).

112. By failing to refund any portion of the unearned advanced fees paid by Jauregui, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

113. By failing to provide Jauregui with an accounting for the \$13,600 in advanced fees that Jauregui paid Respondent, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

Case No. 12-O-17070 (Complainant: Socorro Velazquez)

FACTS:

114. On May 27, 2011, Socorro Velazquez ("Velazquez") hired Respondent, through CLC, to apply for a loan modification and to sue her lender ING bank.

115. Velazquez signed a fee agreement, dated June 3, 2011, retaining Respondent. Velazquez, pursuant to the fee agreement, also paid \$3,500.00 up-front and agreed to make monthly payments of \$1,800.00 until the case was settled.

116. Between on July 5, 2011 and on January 6, 2012, Velazquez paid Respondent \$16,100 in advanced fees for a loan modification, pursuant to the fee agreement. At the time, Respondent had not completed all of the loan modification services he had agreed to perform.

117. Respondent did not perform any legal services on behalf of Velazquez.

118. To date, Respondent has failed to refund any portion of the \$16,100 in fees paid by Velazquez.

CONCLUSIONS OF LAW:

119. By failing to perform any legal services on behalf of Velazquez, Respondent intentionally failed to perform legal services with compete in wilful violation of Rules of Professional Conduct, rule 3-110(A).

120. By agreeing to negotiate a mortgage loan modification for Velazquez and collecting fees from them when he had not completed all loan modification services he had agreed to perform, Respondent negotiated, arranged or otherwise offered to perform a mortgage loan modification for a fee paid by the borrower, and demanded, charged, collected or received such fee prior to fully performing each and every service Respondent had contracted to perform or represented that he would perform, in violation of Section 2944.7(a)(1) of the Civil Code, and thereby wilfully violated Business and Professions Code section 6106.3(a).

FACTS:

121. On May 3, 2011, Jose and Bertha Cruz ("the Cruzes") signed a fee agreement with Respondent, through CLC to provide legal services regarding their property located at 7582 10th Street, in Buena Park, California ("7582 10th Street property"). The fee agreement required the Cruzes to make an initial advanced fee payment of \$2,500, and subsequent monthly payments of \$1,600 for three months.

122. Also on May 3, 2011, the Cruzes signed a second fee agreement with Respondent, through CLC, to provide legal services regarding their property located at 1206 W. Orangethorpe Avenue, in Fullerton, California ("1206 W. Orangethorpe property"). The fee agreement required the Cruzes to make an initial advanced fee payment of \$3,500, and subsequent monthly payments of \$1,800 for three months.

123. Between May 6, 2011 and August 3, 2011, pursuant to the fee agreement regarding the 1206 W. Orangethorpe property, the Cruzes paid \$8,900 to Respondent, through CLC.

124. Between May 6, 2011 and August 3, 2011, pursuant to the fee agreement regarding the 7582 10th Street property, the Cruzes paid \$7,300 to Respondent, through CLC.

125. On June 15, 2011, Respondent filed a verified complaint on behalf of the Cruzes in Orange County Superior Court, in a case entitled *Jose Angel Cruz v. IndyMac Mortgage Services, et al.* ("Cruz litigation").

126. On July 1, 2011, Respondent filed a Chapter 13 Petition on behalf of the Cruzes in the United States Bankruptcy Court ("Chapter 13 petition").

127. On July 12, 2011, IndyMac filed a Motion for relief from stay regarding the Chapter 13 petition. Respondent received notice of IndyMac's motion for relief from stay.

128. On July 25, 2011, Respondent filed a request for dismissal of the Cruz litigation.

129. At no time did Respondent inform the Cruzes that he had filed a request for dismissal of the Cruz litigation.

130. On August 5, 2011, Respondent filed a Notice of Entry of Dismissal and Proof of Service in the Cruz litigation.

131. On September 6, 2011, the bankruptcy court granted the creditor's motion for relief from stay regarding the Chapter 13 petition.

132. On October 13, 2011, the Cruz litigation was dismissed.

133. At no time did Respondent inform the Cruzes that Cruz litigation was dismissed.

134. On August 10, 2011, Respondent filed a request for dismissal of the Chapter 13 Petition.

135. On September 21, 2011, the Chapter 13 petition was dismissed pursuant to the request for dismissal.

136. Between May 3, 2011 and August 3, 2011, the Cruzes paid Respondent, through CLC, a total of \$16,200 in legal fees.

137. Respondent failed to earn the \$16,200 in advanced fees paid by the Cruzes.

138. To date, Respondent has failed to refund any portion of the \$16,200 in unearned advanced fees paid by the Cruzes.

139. On August 23, 2011, Respondent, through CLC staff, requested that the Cruzes deposit \$22,500 with CLC, for purposes of paying these funds to IndyMac Bank as settlement of the Cruz litigation.

140. On August 23, 2011, the Cruzes paid the \$22,500 to Respondent, through CLC, for settlement of the Cruz litigation.

141. At no time was the \$22,500 deposited into Respondent's client trust account.

142. None of the \$22,500 the Cruzes paid to settle the Cruz litigation was used for that purpose or was returned to them or paid to any other party on the Cruzes' behalf.

143. Respondent dishonestly misappropriated \$22,500 of the Cruzes' funds.

CONCLUSIONS OF LAW:

144. By failing to refund any portion of the unearned advanced fees paid by the Cruzes, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

145. By failing to deposit the Cruzes' \$22,500 into his client trust account, Respondent failed to deposit funds received for the benefit of a client in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of Rules of Professional Conduct, rule 4-100(A).

146. By misappropriating approximately \$22,500 of the Cruzes' funds, Respondent committed an act involving moral turpitude, dishonesty or corruption in wilful violation of Business and Professions Code, section 6106.

147. By not informing the Cruzes that he had filed a request for dismissal of the Cruz litigation on July 25, 2011 and that the Cruz litigation was dismissed on October 13, 2011, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services in willful violation of Business and Professions Code, section 6068(m).

AGGRAVATING CIRCUMSTANCES.

Harm (Std. 1.2(b)(iv)): Respondent's misconduct significantly harmed several clients. (Standard 1.2(b)(iv)). Each client had the same goal – to keep their home – and some paid over \$15,000 in fees but still lost their home. (*In the Matter of Bach* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 631, 646 [loss of case constitutes significant harm, even if the amount of damages would have been relatively modest]). Respondent continues to fail to repay the clients causing them significant ongoing financial harm (misappropriations from two client totaling \$37,500, multiple failures to refund totaling over \$88,000.) (*In the Matter of Bouyer* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 404, 417 [failure to make restitution to a client is an aggravating factor]).

Multiple Acts of Misconduct (Std. 1.2(b)(ii)): Respondent's misconduct evidences multiple acts of wrongdoing. Standard 1.2(b)(ii). Respondent's misconduct herein involved thirty counts of violations of the Rules of Professional Conduct or the State Bar Act including misappropriations from two client totaling \$37,500, multiple failures to refund over \$88,000 in unearned fees, a violation of SB94, multiple client trust account violations, a failure to communicate and several failures to perform legal services with competence. (*In the Matter of Elkins* (Review Dept. 2010) 5 Cal. State Bar Ct. Rptr. 160, 168 [multiple acts of misconduct are an aggravating factor]).

ADDITIONAL FACTS RE MITIGATING CIRCUMSTANCES.

No Prior Discipline (Std. 1.2(e)(i)): Respondent had practiced law for nearly 20 years without a prior record of discipline when the misconduct herein occurred. Respondent is entitled to mitigating credit for no prior discipline even where the underlying conduct is found to be serious or significant. (*In the Matter of Stamper* (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 96, 106, fn.13.; *In the Matter of Riordan* (Review Dept. 2007) 5 Cal. State Bar Ct. Rptr. 41, 49.)

Pre-Trial Stipulation (Std. 1.2(e)(v)): Respondent has agreed to enter into this pre-trial stipulation to fully resolve this matter without the necessity of a trial, thereby saving the State Bar time and resources. (*Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 [where mitigative credit was given for entering into a stipulation as to facts and culpability].)

AUTHORITIES SUPPORTING DISCIPLINE.

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

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

that set forth in the applicable standards should clearly explain the reasons for the deviation. (*Blair v. State Bar* (1989) 49 Cal.3d 762, 776, fn. 5.)

In this matter the most serious applicable standard is Standard 2.2(a). Standard 2.2(a) provides that culpability of a member of wilful misappropriation of entrusted funds or property shall result in disbarment. Only if the amount of funds or property misappropriated is insignificantly small or if the most compelling mitigating circumstances clearly predominate, shall disbarment not be imposed. In those latter cases, the discipline shall not be less than a one-year actual suspension, irrespective of mitigating circumstances.

In two client matters herein, Respondent dishonestly misappropriated \$37,500 of the Francos' and the Cruzes' funds. The amount misappropriated is not insignificantly small. Further, there are no most compelling circumstances that could be seen as the "most compelling" or that "clearly predominate."

In addition, Standard 1.2(b) provides for a greater degree of sanction set forth in the standards where aggravating circumstances exist. In this matter there are two aggravating circumstances. First, pursuant to Standard 1.2(b)(ii), Respondent committed multiple acts of misconduct. Second, pursuant to Standard 1.2(b)(iii), Respondent's misconduct significantly harmed his client in that up through the present date the Francos' or the Cruzes' funds have not been reimbursed.

In this matter, Respondent has no prior record of discipline. However, given the seriousness of the misconduct at issue herein as well as the large amount of clients funds misappropriated, Respondent is entitled to very limited mitigation credit. (*In the Matter of Stamper* (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 96, 106, fn.13.; *In the Matter of Riordan* (Review Dept. 2007) 5 Cal. State Bar Ct. Rptr. 41, 49.) Also, Respondent has agreed to enter into this pre-trial stipulation to fully resolve this matter without the necessity of a trial, thereby saving the State Bar time and resources. (*Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 [where mitigative credit was given for entering into a stipulation as to facts and culpability].) Although Standard 1.2(e) allows for mitigation of discipline when mitigating circumstances are present, in this case aggravating factors are at least as strong, and therefore there can be no "compelling mitigation" reducing the mandate of Standard 2.2(a).

"Misappropriation of client funds has long been viewed as a particularly serious ethical violation. It breaches the high duty of loyalty owed to the client, violates basic notions of honesty, and endangers public confidence in the legal profession." (*Kelly v. State Bar* (1988) 45 Cal.3d 649, 656 (citations omitted); *McKnight v. State Bar* (1991) 53 Cal.3d 1025, 1035; See also *Matter of Tindall* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 652, 663.)

Misappropriation of client funds is a grievous breach of an attorney's ethical responsibilities, and generally warrants disbarment unless the most compelling mitigating circumstances clearly predominate. (See *Matter of Spaith* (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 511.)

Here, there are no such compelling circumstances that clearly predominate and the appropriate level of discipline pursuant to the standards, with due consideration of the aggravating and mitigating circumstances, is disbarment.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of October 16, 2013, the prosecution costs in this matter are \$10,337.27. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

RESTITUTION.

Respondent must make restitution to **Antonio Soria** in the amount of **\$8,900 plus 10 percent interest per year from March 7, 2012**. If the Client Security Fund ("CSF") has reimbursed Antonio Soria for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 180 days from the effective date of the Supreme Court order in this case.

Respondent must make restitution to **Josefina and Benjamin Franco** in the amount of **\$15,000 plus 10 percent interest per year from October 21, 2011**. If the Client Security Fund ("CSF") has reimbursed Josefina and Benjamin Franco for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 180 days from the effective date of the Supreme Court order in this case.

Respondent must make restitution to **Paulino and Merina Gonzalez** in the amount of **\$9,500 plus 10 percent interest per year from March 6, 2012**. If the Client Security Fund ("CSF") has reimbursed Paulino and Merina Gonzalez for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 180 days from the effective date of the Supreme Court order in this case.

Respondent must make restitution to **Teresa Hermenegildo** in the amount of **\$23,800 plus 10 percent interest per year from March 14, 2012**. If the Client Security Fund ("CSF") has reimbursed Teresa Hermenegildo for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 180 days from the effective date of the Supreme Court order in this case.

Respondent must make restitution to **Ruben Jauregui** in the amount of **\$13,600 plus 10 percent interest per year from June 12, 2012**. If the Client Security Fund ("CSF") has reimbursed Ruben Jauregui for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 180 days from the effective date of the Supreme Court order in this case.

Respondent must make restitution to **Socorro Velazquez** in the amount of **\$16,100 plus 10 percent interest per year from January 6, 2012**. If the Client Security Fund ("CSF") has reimbursed Socorro Velazquez for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 180 days from the effective date of the Supreme Court order in this case.

Respondent must make restitution to **Jose and Bertha Cruz** in the amount of **\$16,200 plus 10 percent interest per year from August 3, 2011**. If the Client Security Fund ("CSF") has reimbursed Jose and Bertha Cruz for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 180 days from the effective date of the Supreme Court order in this case.

Respondent must make restitution to **Jose and Bertha Cruz** in the amount of **\$22,500 plus 10 percent interest per year from August 23, 2011**. If the Client Security Fund ("CSF") has reimbursed Jose and Bertha Cruz for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than 180 days from the effective date of the Supreme Court order in this case.

(Do not write above this line.)

In the Matter of:
PAUL ERIC St. AMANT

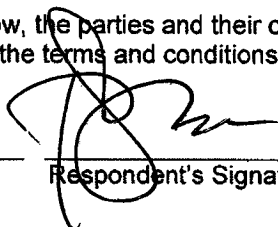
Case number(s):
12-O-14637, 12-O-15347, 12-O-15548, 12-O-16379,
12-O-16600, 12-O-17070, 13-O-10500

SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts, Conclusions of Law, and Disposition.

10/22/13

Date



Respondent's Signature

Paul Eric St. Amant

Print Name

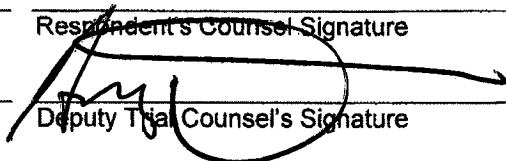
Date

Respondent's Counsel Signature

Print Name

11/15/13

Date



Deputy Trial Counsel's Signature

Ashod Mooradian

Print Name

(Do not write above this line.)

In the Matter of: PAUL ERIC St. AMANT	Case Number(s): 12-O-14637, 12-O-15347, 12-O-15548, 12-O-16379, 12-O-16600, 12-O-17070, 13-O-10500
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DISBARMENT ORDER

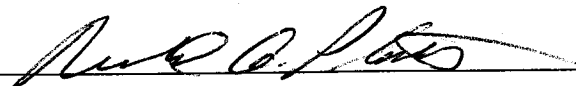
Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

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

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

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

12-04-2013
Date


Judge of the State Bar Court

RICHARD A. PLATEL

CERTIFICATE OF SERVICE

[Rules Proc. of State Bar; Rule 5.27(B); Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on December 4, 2013, I deposited a true copy of the following document(s):

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

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

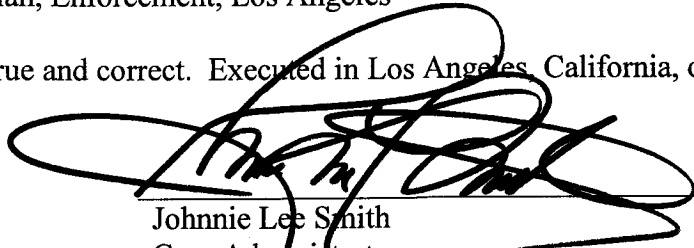
- ☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

PAUL E. ST AMANT
26100 NEWPORT RD STE A12-37
MENIFEE, CA 92584

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

Ashod Mooradian, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on December 4, 2013.



Johnnie Lee Smith
Case Administrator
State Bar Court