

(Do not write above this line.)

State Bar Court of California Hearing Department Los Angeles DISBARMENT		
<p>PUBLIC MATTER</p> <p>Counsel For The State Bar</p> <p>Mia R. Ellis Deputy Trial Counsel 1149 South Hill Street Los Angeles, CA 90015 213-765-1380</p> <p>Bar # 228235</p>	<p>Case Number(s):</p> <p>12-O-16056 12-O-16391 12-O-17223 12-O-18127 12-O-18133 13-O-10114 13-O-10410 13-O-10572 13-O-10611 13-O-10693</p>	<p>For Court use only</p> <p style="text-align: center; font-size: 2em;">FILED</p> <p style="text-align: center; font-size: 1.2em;">MAY 13 2013</p> <p style="text-align: center;">STATE BAR COURT CLERK'S OFFICE LOS ANGELES</p>
<p>In Pro Per Respondent</p> <p>Dionne Mateos Law Offices of Dionne Mateos 7032 Comstock Ave., Suite 100 Whittier, CA 90602 562-320-0552</p> <p>Bar # 205959</p>	<p>Submitted to: Assigned Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</p>	
<p>In the Matter of: DIONNE MATEOS</p> <p>Bar # 205959</p> <p>A Member of the State Bar of California (Respondent)</p>	<p>DISBARMENT</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	

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 December 22, 1999.
- (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 (19) pages, not including the order.



(Do not write above this line.)

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

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

- (1) **Prior record of discipline**
- (a) State Bar Court case # of prior case 09-O-101348, 09-O-15697, 10-O-05308, 10-O-09743, 10-O-10662, 11-O-10491.
- (b) Date prior discipline effective July 28, 2011.
- (c) Rules of Professional Conduct/ State Bar Act violations: 3-110(A), 6068(m), 4-100(B)(3), 3-700(D)(1), 3-700(D)(2), 6068(i), 6103.
- (d) Degree of prior discipline one (1) year stayed suspension, one (1) year probation.
- (e) If respondent has two or more incidents of prior discipline, use space provided below:

Case Nos. 11-O-13347, et al. (S205941). Effective January 18, 2013. Violations: Rules of Professional Conduct, rules 3-110(A), 3-700(D)(2), 4-100(B)(3), 3-700(A); State Bar Act, Business and Professions Code Sections 6068(i), 6068(m), 6106.3. Discipline: two (2) years actual suspension, three (3) years probation.

Please see Stipulation attachment page 14 for additional facts regarding prior record of discipline.

- (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.

(Do not write above this line.)

- (3) **Trust Violation:** Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. Please see Stipulation attachment page 14.
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. Please see Stipulation attachment page 14.
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

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

- (1) **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (4) **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) **Restitution:** Respondent paid \$ _____ on _____ in restitution to _____ without the threat or force of disciplinary, civil or criminal proceedings.
- (6) **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to respondent and the delay prejudiced him/her.
- (7) **Good Faith:** Respondent acted in good faith.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and respondent no longer suffers from such difficulties or disabilities.
- (9) **Severe Financial Stress:** At the time of the misconduct, respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.

(Do not write above this line.)

- (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.

Additional mitigating circumstances:

Please see Stipulation attachment page 15.

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:** Please see Restitution requirements in Stipulation attachment pages 17-18.

7. By failing to provide a written response to the State Bar investigator's letter and by failing to otherwise cooperate and participate in the State Bar's investigation of the Soria complaint, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent in willful violation of Business and Professions Code section 6068(i).

Case No. 12-O-16391 (Complainant: Jaime Rodriguez)

FACTS:

8. On March 13, 2012, Jaime Rodriguez (Rodriguez) employed Respondent to negotiate mortgage loan modifications for two properties with his lender, Bank of America.

9. Between March 13, 2012 and April 11, 2012, Rodriguez paid Respondent a total of \$4,100 in advanced fees for loan modification services.

10. At the time Respondent charged and collected the advanced fees from Rodriguez, she had not completed all of the loan modification services she had agreed to perform.

11. Between April 2012 and June 2012, Respondent's non-attorney staff recommended that Rodriguez file for bankruptcy. Rodriguez paid an additional \$4,000 for the bankruptcy.

12. Respondent failed to adequately supervise her staff and permitted non-attorneys to give legal advice.

13. In June 2012, Bank of America informed Rodriguez that Respondent had not provided them with sufficient documentation to negotiate a loan modification.

14. Respondent failed to perform legal services of value on behalf of Rodriguez with respect to the loan modifications.

15. On June 20, 2012, Respondent caused a bankruptcy petition to be filed on behalf of Rodriguez. However, the bankruptcy petition was defective in several respects including the fact that Respondent failed to include the required schedules to the bankruptcy petition. The Bankruptcy Court sent Respondent notice that the petition had several deficiencies.

16. On July 5, 2012, Rodriguez terminated Respondent's services and did not want Respondent to complete the bankruptcy. He requested a full refund.

17. Respondent did not earn the \$8,100 in advanced fees paid by Rodriguez.

18. Respondent received Rodriguez's request but failed to refund any portion of the \$8,100 in advanced fees paid by Rodriguez for loan modification services and bankruptcy services.

19. On September 12, 2012, the State Bar opened an investigation regarding the complaint submitted by Rodriguez.

20. On December 4, 2012, a State Bar investigator mailed Respondent a letter that was properly addressed to Respondent at 7032 Comstock Avenue, Suite 100, Whittier, CA 90602, Respondent's

membership address at the time, regarding Rodriguez's complaint. The letter requested a written response to specific allegations of misconduct being investigated by the State Bar by December 17, 2012. Respondent received the letter but did not respond and did not otherwise cooperate or participate in the investigation of the Rodriguez complaint.

CONCLUSIONS OF LAW:

21. By agreeing to negotiate a mortgage loan modification for Rodriguez and collecting \$4,100 in advanced fees from Rodriguez when Respondent had not completed all loan modification services she 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 she would perform, in willful violation of section 2944.7(a)(1) of the Civil Code, and thereby willfully violated Business and Professions Code section 6106.3(a).

22. By failing to provide sufficient documentation to Bank of America on behalf of Rodriguez for the loan modification or perform legal services of value for the loan modification, and by failing to supervise staff and permitting non-attorney staff to advise Rodriguez to file bankruptcy, Respondent recklessly, intentionally or repeatedly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

23. By failing to refund any portion of the \$8,100 in unearned advanced fees paid by Rodriguez, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

24. By failing to provide a written response to the State Bar investigator's letter and by failing to otherwise cooperate and participate in the State Bar's investigation of the Rodriguez complaint, Respondent failed to cooperate and participate in a disciplinary investigation pending against Respondent in willful violation of Business and Professions Code section 6068(i).

Case No. 12-O-17223 (Complainant: Eliseo Garcia)

FACTS:

25. On January 5, 2012, Eliseo Garcia (Garcia) employed Respondent to negotiate a mortgage loan modification with his lender, Bank of America.

26. Between January 5, 2012 and February 18, 2012, Garcia paid Respondent a total of \$3,550 in advanced fees for loan modification services.

27. At the time Respondent charged and collected the advanced fees from Garcia, she had not completed all of the loan modification services she had agreed to perform.

CONCLUSIONS OF LAW:

28. By agreeing to negotiate a mortgage loan modification for Garcia and collecting \$3,550 in advanced fees from Garcia when Respondent had not completed all loan modification services she 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 she would perform, in willful violation of section 2944.7(a)(1) of the Civil Code, and thereby wilfully violated Business and Professions Code section 6106.3(a).

Case No. 12-O-18127 (Complainant: Luis Muro)

FACTS:

29. On October 27, 2011, Luis Muro (Muro) and Griselda Diaz (Diaz) employed Respondent to negotiate a mortgage loan modification with their lender, GMAC.

30. Between October 27, 2011 and November 10, 2011, Muro and Diaz paid Respondent a total of \$2,050 in advanced fees for loan modification services.

31. At the time Respondent charged and collected the advanced fees from Muro and Diaz, she had not completed all of the loan modification services she had agreed to perform.

CONCLUSIONS OF LAW:

32. By agreeing to negotiate a mortgage loan modification for Muro and Diaz and collecting \$2,050 in advanced fees from Muro and Diaz when Respondent had not completed all loan modification services she 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 she would perform, in willful violation of section 2944.7(a)(1) of the Civil Code, and thereby willfully violated Business and Professions Code section 6106.3(a).

Case No. 12-O-18133 (Complainant: Filemon Recendez)

FACTS:

33. On June 9, 2012, Filemon Recendez (Recendez) employed Respondent to negotiate a mortgage loan modification with his lender, Bank of America.

34. Between June 9, 2012 and July 2012, Recendez paid Respondent a total of \$3,000 in advanced fees for loan modification services.

35. At the time Respondent charged and collected the advanced fees from Recendez, she had not completed all of the loan modification services she had agreed to perform.

CONCLUSIONS OF LAW:

36. By agreeing to negotiate a mortgage loan modification for Recendez and collecting \$3,000 in advanced fees from Recendez when Respondent had not completed all loan modification services she 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 she would perform, in willful violation of section 2944.7(a)(1) of the Civil Code, and thereby wilfully violated Business and Professions Code section 6106.3(a).

Case No. 13-O-10114 (Complainant: Donald Brady)

FACTS:

37. In November 2011, Donald Brady (Brady) employed Respondent to negotiate a mortgage loan modification with his lender, Wells Fargo.

38. In February 2012, Respondent's non-attorney office manager, Antonio Flores Trejo (Trejo), advised Brady that Respondent had submitted a loan modification packet to Wells Fargo. Wells Fargo denied Brady's loan modification. Thereafter, Trejo advised Brady that he must file a Chapter 13 bankruptcy petition in order to save his home from foreclosure.

39. Respondent failed to adequately supervise her staff and permitted non-attorneys to give legal advice.

40. On June 15, 2012, Brady paid Respondent \$1,300 in advanced fees to file a Chapter 13 bankruptcy petition.

41. On June 18, 2012, Respondent filed a Chapter 13 bankruptcy petition on behalf of Brady, but listed Brady as filing in "pro per." The bankruptcy petition was defective in several respects. In July 2012, the Bankruptcy Court dismissed Brady's Chapter 13 petition for failure to file necessary documentation.

42. In July 2012, Brady terminated Respondent's services and requested a full refund of the \$1,300 in advanced fees paid for bankruptcy services. On July 19, 2012, Respondent issued a check to Brady in the amount of \$1,300 as a refund of advanced fees paid to Respondent.

CONCLUSIONS OF LAW:

43. By failing to supervise Trejo and permitting Trejo to advise Brady to file a Chapter 13 bankruptcy petition and failing to file necessary documentation in support of Brady's Chapter 13 bankruptcy petition, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence, in willful violation of Rules of Professional Conduct, rule 3-110(A).

44. By allowing the Chapter 13 bankruptcy petition listing Brady as a "pro per" debtor who was not represented by counsel to be filed with the court, misrepresenting that Brady was not represented by counsel, Respondent committed an act involving moral turpitude, dishonesty or corruption, in willful violation of Business and Professions Code section 6106.

Case No. 13-O-10410 (Complainant: Ezequiel Gomez)

FACTS:

45. On October 7, 2011, Ezequiel Gomez (Gomez) employed Respondent to negotiate a loan modification with his lender, Wells Fargo.

46. Between October 7, 2011 and November 6, 2011, Gomez paid Respondent a total of \$2,050 in advanced fees for loan modification services.

47. At the time Respondent charged and collected the advanced fees from Gomez, she had not completed all of the loan modification services she had agreed to perform.

48. At no time did Respondent perform the loan modification services that she agreed to perform. She did not earn any portion of the \$2,050 in advanced fees paid by Gomez.

49. In late 2012, Gomez requested a full refund of the \$2,050 in advanced fees paid for loan modification services.

50. Respondent received Gomez's request and refunded a total of \$950 to Gomez, but she has failed to refund the balance of \$1,100 in advanced fees paid by Gomez.

CONCLUSIONS OF LAW:

51. By failing to negotiate a mortgage loan modification for Gomez and by performing no services of value, Respondent intentionally, recklessly, or repeatedly failed to perform any services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

52. By agreeing to negotiate a mortgage loan modification for Gomez and collecting \$2,050 in advanced fees from Gomez when Respondent had not completed all loan modification services she 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 she would perform, in willful violation of section 2944.7(a)(1) of the Civil Code, and thereby wilfully violated Business and Professions Code section 6106.3(a).

53. By failing to refund the balance of \$1,100 in unearned advanced fees paid by Gomez, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 13-O-10572 (Complainant: Maria Quintanilla)

FACTS:

54. On February 25, 2012, Maria Quintanilla (Quintanilla) employed Respondent to negotiate a mortgage loan modification with her lender, Bank of America.

55. Between February 25, 2012 and May 1, 2012, Quintanilla paid Respondent a total of \$2,050 in advanced fees for loan modification services.

56. At the time Respondent charged and collected the advanced fees from Quintanilla, she had not completed all of the loan modification services she had agreed to perform.

CONCLUSIONS OF LAW:

57. By agreeing to negotiate a mortgage loan modification for Quintanilla and collecting \$2,050 in advanced fees from Quintanilla when Respondent had not completed all loan modification services she 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 she would perform, in willful violation of section 2944.7(a)(1) of the Civil Code, and thereby wilfully violated Business and Professions Code section 6106.3(a).

Case No. 13-O-10611 (Complainant: Alejandro Sanchez)

FACTS:

58. On June 26, 2012, Alejandro Sanchez (Sanchez) employed Respondent to negotiate a mortgage loan modification with his lender, Bank of America.

59. Between June 26, 2012 and June 29, 2012, Sanchez paid Respondent a total of \$2,050 in advanced fees for loan modification services.

60. At the time Respondent charged and collected the advanced fees from Sanchez, she had not completed all of the loan modification services she had agreed to perform.

61. In August 2012, Bank of America informed Sanchez that his house was in foreclosure proceedings, and that Respondent had not attempted to negotiate a loan modification for him. At no time did Respondent perform the loan modification services that she agreed to perform. She did not earn any portion of the \$2,050 in advanced fees paid by Sanchez.

62. Thereafter, Sanchez requested a full refund of the \$2,050 in advanced fees paid for loan modification services.

63. Respondent received Sanchez's request but failed to refund any portion of the \$2,050 in advanced fees paid by Sanchez.

CONCLUSIONS OF LAW:

64. By failing to negotiate a mortgage loan modification for Sanchez and by performing no services of value, Respondent intentionally, recklessly, or repeatedly failed to perform any services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

65. By agreeing to negotiate a mortgage loan modification for Sanchez and collecting \$2,050 in advanced fees from Sanchez when Respondent had not completed all loan modification services she 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 she would perform, in willful violation of section 2944.7(a)(1) of the Civil Code, and thereby wilfully violated Business and Professions Code section 6106.3(a).

66. By failing to refund any portion of the \$2,050 in unearned advanced fees paid by Sanchez, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 13-O-10693 (Complainant: Jose Carapia)

FACTS:

67. On December 11, 2012, Jose Carapia (Carapia) employed Respondent to file a Chapter 7 bankruptcy petition to save Carapia's home from foreclosure.

68. Between December 11, 2012 and December 15, 2012, Carapia paid Respondent a total of \$1,300 for Chapter 7 bankruptcy services.

69. Thereafter, Respondent's non-attorney employee, David, told Carapia he must pay an additional \$2,300 in advanced fees before Respondent would file his Chapter 7 bankruptcy petition. Carapia declined to pay additional legal fees, and Respondent proceeded to file a Chapter 7 bankruptcy petition on behalf of Carapia. However, the bankruptcy petition was defective in several respects. The Bankruptcy Court subsequently dismissed Carapia's Chapter 7 bankruptcy petition for failure to file necessary documentation. Respondent received notice of the deficiencies in the bankruptcy petition and notice of the dismissal of the bankruptcy petition, but Respondent failed to correct the deficiencies or seek to set aside the dismissal.

70. Wells Fargo informed Carapia that they could not discuss a loan modification with him because Respondent informed them that she represented Carapia in the bankruptcy matter.

71. Wells Fargo left multiple messages for Respondent regarding a potential loan modification for Carapia. Respondent received the messages but failed to contact Wells Fargo on behalf of Carapia.

72. Carapia asked Respondent to execute a consent form permitting Wells Fargo to negotiate directly with Carapia regarding a loan modification. Respondent failed to sign the consent form. Respondent's employee, David, told Carapia to stop contacting Respondent's office regarding the consent form, as Carapia had not paid the \$2,300 in additional advanced fees.

73. Respondent did not perform any legal services of value on behalf of Carapia and did not earn any portion of the \$1,300 in advanced fees paid in Carapia.

74. Respondent did not refund any portion of the \$1,300 in earned advanced fees that Carapia paid for bankruptcy services.

CONCLUSIONS OF LAW:

75. By failing to supervise her employee, David, in his interactions with Carapia, failing to provide necessary documentation to the court in Carapia's Chapter 7 bankruptcy action, failing to complete the Chapter 7 bankruptcy action, failing to respond to Wells Fargo's messages regarding a potential loan modification for Carapia, failing to sign a consent form permitting Wells Fargo to negotiate directly with Carapia regarding a loan modification, and by failing to perform any legal service

of value on behalf of Carapia, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in willful violation of Rules of Professional Conduct, rule 3-110(A).

76. By failing to refund any portion of the \$1,300 in unearned advanced fees paid by Sanchez, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

AGGRAVATION AND MITIGATION

AGGRAVATING CIRCUMSTANCES

Prior Record of Discipline: Respondent has two prior records of discipline (Standard 1.2(b)(i)):

First Prior Record of Discipline: Effective July 28, 2011, in State Bar case numbers 09-O-101348 et. al., Respondent stipulated to violating Rules of Professional Conduct, rules 3-110(A) (failure to perform competently), 4-100(B)(3) (failure to account), 3-700(D)(1) (failure to release a file), and 3-700(D)(2) (failure to refund unearned fees), as well as Business and Professions Code sections 6068(m) (failure to respond to client inquiries), 6068(i) (failure to cooperate in State Bar investigation), and 6103 (failure to obey court orders). The misconduct in these matters involved six separate client matters and occurred between July 2008 and November 2010. The majority of these cases involved Respondent representing clients related to loan modification and bankruptcy services. Respondent stipulated to one year of stayed suspension and one year of probation.

Second Prior Record of Discipline: Effective January 18, 2013, in State Bar case numbers 11-O-13347 et al., Respondent stipulated to violating Rules of Professional Conduct, rules 3-110(A) (failure to perform competently), 3-700(D)(2) (failure to refund unearned fees), 4-100(B)(3) (failure to account), 3-700(A) (improper withdrawal) and Business and Professions Code sections 6068(i) (failure to cooperate and participate in State Bar investigation), 6068(m) (failure to respond to client inquiries), and 6106.3 (collecting advanced fees for loan modification). The misconduct in these matters occurred between March 2009 and July 2012, involved four client matters, and the majority of the cases involved loan modification. Respondent stipulated to two (2) years of actual suspension and three (3) years of probation.

Harm: The current misconduct caused significant harm to ten clients. In each of these cases, Respondent's clients were financially distressed and sought Respondent's assistance at critical junctures in their lives. These clients have been without the return of their fees for as long as a year and a half. Respondent's failure to refund the advanced fees has deprived them of their money. (Standard 1.2(b)(iv).)

Multiple Acts of Misconduct/Pattern of Misconduct: Respondent's conduct involved multiple acts of wrongdoing as there are twenty acts of misconduct in ten client matters and coupled with the misconduct in the prior records of discipline demonstrates a pattern of willfully failing to perform services and a habitual disregard for her clients, demonstrating an abandonment of the causes in which she was retained. In *Arm v. State Bar* (1990) 50 Cal.3d 763, 780, the Court found that a pattern of misconduct can be established by including similar misconduct from the prior record of discipline. (Standard 1.2(b)(ii).)

MITIGATING CIRCUMSTANCES

Pre-Trial Stipulation: Respondent is entitled to mitigation for entering into a full stipulation with the Office of Chief Trial Counsel prior to the trial, thereby saving State Bar Court time and resources. (*In re Downey* (2009) 5 Cal. State Bar Ct. Rptr. 151, 156; *In the Matter of Van Sickle* (Rev.Dept. 2006) 4 Cal. State Bar Ct. Rptr. 980, 993-994.) However, the facts in the matters could have been easily proven. Also, the mitigation is tempered by Respondent's failure to cooperate and participate in the State Bar investigation. Thus, Respondent's cooperation is entitled to some, but not great, weight in mitigation.

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.)

The standards are entitled to "great weight" and should be followed "whenever possible" in determining level of discipline. (*In re Silverton* (2005) 36 Cal.4th 81, 92, quoting *In re Brown* (1995) 12 Cal.4th 205, 220 and *In re Young* (1989) 49 Cal.3d 257, 267, fn. 11.) Adherence to the standards in the great majority of cases serves the valuable purpose of eliminating disparity and assuring consistency, that is, the imposition of similar attorney discipline for instances of similar attorney misconduct. (*In re Naney* (1990) 51 Cal.3d 186, 190.) Any discipline recommendation different from that set forth in the applicable standards should clearly explain the reasons for the deviation. (*Blair v. State Bar* (1989) 49 Cal.3d 762, 776, fn. 5.)

Standard 1.7(b) provides that if a member is found culpable of professional misconduct in any proceeding in which discipline may be imposed and the member has a record of two prior impositions of discipline the degree of discipline in the current proceeding shall be disbarment unless the most compelling mitigating circumstances clearly predominate.

Respondent has two prior records of discipline and there are no compelling mitigating circumstances that clearly predominate. However, the current misconduct occurred between October 2011 and December 2012, which is, in part, during the same timeframe as the prior misconduct which occurred from March 2009 to July 2012. Therefore, it is appropriate to consider *In the Matter of Sklar*.

In *In the Matter of Sklar* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 602, the respondent was found culpable of six counts of misconduct in seven client matters, including the misappropriation of \$13,807.34 in trust funds, failure to perform competently, failure to communicate with clients and failure to advise clients of potential conflicts of interest, and failure to comply with the terms of a previously imposed disciplinary probation. The Hearing Department recommended that respondent be actually suspended for two years. Both the respondent and the State Bar appealed. One of the issues on appeal was whether the Hearing Department appropriately declined to consider respondent's prior disciplinary matter, where respondent was actually suspended for 80 days, as aggravating, because the

misconduct in the prior matter and the cases at issue, aside from the probation violation, occurred during the same time period. (*In the Matter of Sklar*, 2 Cal. State Bar Ct. Rptr. at 618.)

The Review Department held that the impact of the prior disciplinary matter was diminished because it occurred during the same time as the misconduct in the case at issue. (*In the Matter of Sklar*, 2 Cal. State Bar Ct. Rptr. at 618.) Accordingly, the Review Department considered the “totality of the findings in the two cases to determine what the discipline would have been had all the charged misconduct in this period been brought as one case.” (*Id.*)

The reasoning in *Sklar* is applicable in the instant case because Respondent’s misconduct in her two prior records of discipline overlapped in time and the misconduct in the ten instant matters began during the same timeframe as the misconduct in the last prior record of discipline. The misconduct in Respondent’s first prior record of discipline occurred from July 2008 to November 2010, which overlapped with the misconduct in the last prior record of discipline. Respondent’s last prior misconduct occurred from March 2009 to July 2012 and involved four client matters. The misconduct in the instant case occurred during roughly that same timeframe, beginning in October 2011 but continued through December 2012. Therefore, it is appropriate to consider the totality of the misconduct in all twenty cases (the prior cases plus the current case) to determine what the discipline would be had all the charged misconduct been considered together.

If all charged misconduct had been considered together, twenty cases, the discipline would have increased to disbarment. The majority of the misconduct in the priors and the current matter involved the same type of cases: mortgage loan modification matters or services related to clients who were in financial distress and in fear of losing their homes. Furthermore, as in the priors and in the instant case, Respondent has engaged in multiple instances of wrongdoing which has caused significant harm to her vulnerable clients and Respondent has failed to make complete restitution. Moreover, taking all twenty cases together, Respondent’s misconduct evidences a pattern that has spanned over four years and continued through December 2012, which is one month prior to the effective date of her last record of discipline. (See *Twohy v. State Bar* (1989) 48 Cal.3d 502,512, habitual disregard by an attorney for the interests of his clients combined with failure to communicate justifies disbarment). Standard 2.4 requires disbarment for a pattern of willfully failing to perform services demonstrating the member’s abandonment of the causes in which he was retained. Therefore, had the present matters been brought at the same time as the prior matters, the proper level of discipline would have been disbarment. Disbarment is consistent with the purposes of attorney discipline as set forth in Standard 1.3: protecting the public, the courts, and the legal profession, maintaining high professional standards by attorneys, and preserving public confidence in the legal profession.

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(7), was April 25, 2013.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of April 25, 2013, the prosecution costs in this matter are \$11,091. Respondent further acknowledges that this is an estimate and 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 \$2,000 plus 10 percent interest per year from June 14, 2012. If the Client Security Fund ("CSF") has reimbursed Antonio Soria for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5.

Respondent must make restitution to Jaime Rodriguez in the amount of \$4,100 plus 10 percent interest per year from March 13, 2012 and \$4000 plus 10 percent interest per year from June 30, 2012. If the Client Security Fund ("CSF") has reimbursed Jaime Rodriguez for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5.

Respondent must make restitution to Eliseo Garcia in the amount of \$3,550 plus 10 percent interest per year from February 18, 2012. If the Client Security Fund ("CSF") has reimbursed Eliseo Garcia for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5.

Respondent must make restitution to Luis Mura and Griselda Diaz in the amount of \$2,050 plus 10 percent interest per year from November 10, 2011. If the Client Security Fund ("CSF") has reimbursed Luis Mura and Griselda Diaz for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5.

Respondent must make restitution to Filemon Recendez in the amount of \$3,000 plus 10 percent interest per year from July 31, 2012. If the Client Security Fund ("CSF") has reimbursed Filemon Recendez for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5.

Respondent must make restitution to Ezequiel Gomez in the amount of \$1,100 plus 10 percent interest per year from November 6, 2011. If the Client Security Fund ("CSF") has reimbursed Ezequiel Gomez for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5.

Respondent must make restitution to Maria Quintanilla in the amount of \$2,050 plus 10 percent interest per year from May 1, 2012. If the Client Security Fund ("CSF") has reimbursed Maria Quintanilla for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5.

Respondent must make restitution to Alejandro Sanchez in the amount of \$2,050 plus 10 percent interest per year from June 29, 2012. If the Client Security Fund ("CSF") has reimbursed Alejandro Sanchez for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5.

Respondent must make restitution to Jose Carapia in the amount of \$1,300 plus 10 percent interest per year from December 15, 2012. If the Client Security Fund ("CSF") has reimbursed Jose Carapia for all or any portion of the principal amount, Respondent must also pay restitution to CSF in the amount paid plus applicable interests and costs in accordance with Business and Professional Code Section 6140.5.

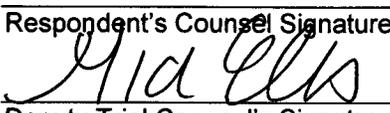
(Do not write above this line.)

In the Matter of: Dionne Mateos	Case number(s): 12-O-16056, 12-O-16391, 12-O-17223, 12-O-18127, 12-O-18133, 13-O-10114, 13-O-10410, 13-O-10572, 13-O-10611, 13-O-10693
------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------

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.

4/25/2013  Dionne Mateos
Date Respondent's Signature Print Name

4/25/13  Mia R. Ellis
Date Deputy Trial Counsel's Signature Print Name

(Do not write above this line.)

In the Matter of: Dionne Mateos	Case Number(s): 12-O-16056, 12-O-16391, 12-O-17223, 12-O-18127, 12-O-18133, 13-O-10114, 13-O-10410, 13-O-10572, 13-O-10611, 13-O-10693
------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------

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 Dionne Mateos 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.

05-13-2013
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 May 13, 2013, I deposited a true copy of the following document(s):

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

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

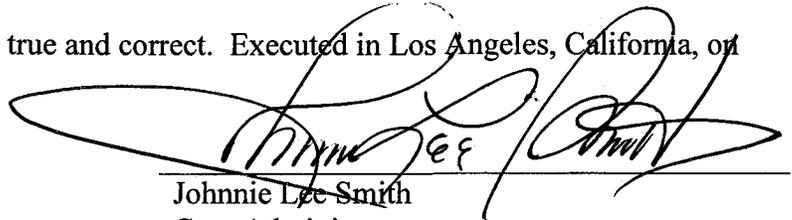
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**DIONNE MATEOS
LAW OFFICES OF DIONNE MATEOS
7032 COMSTOCK AVE STE 100
WHITTIER, CA 90602**

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

Mia R. Ellis, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on May 13, 2013.



Johnnie Lee Smith
Case Administrator
State Bar Court