

PUBLIC MATTER

1 STATE BAR OF CALIFORNIA
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FILED

SEP 12 2013

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

8
9 STATE BAR COURT

10 HEARING DEPARTMENT - LOS ANGELES

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 12 In the Matter of:) Case Nos.: 13-O-11104; 13-O-11105;
) 13-O-11141; 13-O-11576; 13-O-11752;
 13 STEPHEN LYSTER SIRINGORINGO,) 13-O-11863; 13-O-11890; 13-O-11892;
 No. 264161,) 13-O-11899; 13-O-11944; 13-O-12087;
 14) 13-O-12471; 13-O-12475; 13-O-12479;
 15 A Member of the State Bar.) **NOTICE OF DISCIPLINARY CHARGES**

NOTICE - FAILURE TO RESPOND!

18 **IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE**
 19 **WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT**
THE STATE BAR COURT TRIAL:

- 20 (1) **YOUR DEFAULT WILL BE ENTERED;**
 21 (2) **YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU**
WILL NOT BE PERMITTED TO PRACTICE LAW;
 22 (3) **YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN**
THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION
 23 **AND THE DEFAULT IS SET ASIDE, AND;**
 24 (4) **YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.**
SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE
 25 **OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN**
ORDER RECOMMENDING YOUR DISBARMENT WITHOUT
 26 **FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ.,**
 27 **RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.**

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1 The State Bar of California alleges:

2 JURISDICTION

3 1. STEPHEN LYSTER SIRINGORINGO (“Respondent”) was admitted to the practice
4 of law in the State of California on July 28, 2009, was a member at all times pertinent to these
5 charges, and is currently a member of the State Bar of California.

6 RULE 5.235 NOTIFICATION

7 2. Pursuant to rule 5.235 of the Rules of Procedure of the State Bar of California, the
8 following counts herein refer to the factual allegations in the application for inactive enrollment
9 (13-TE-12378) previously filed against Respondent: Counts One through Forty-Two.

10 COUNT ONE

11 Case No. 13-O-11104
12 Business and Professions Code, section 6106.3
[Illegal Advanced Fee]

13 3. Respondent willfully violated Business and Professions Code, section 6106.3(a), by
14 negotiating, arranging or otherwise offering to perform a home mortgage loan modification, or
15 other form of home mortgage loan forbearance, for a fee paid by the borrower, and demanding,
16 charging, collecting or receiving such fee prior to fully performing each and every service
17 Respondent had contracted to perform or represented that he would perform, in violation of
18 Section 2944.7(a) of the Civil Code, as follows:

19 4. On or about October 24, 2012, Eugenio Reyes (“Reyes”) employed Respondent to
20 negotiate a home mortgage loan modification for a property Reyes owned. At the time Reyes
21 hired Respondent, Reyes was requested to pay an initial fee of \$2,000, and \$495 monthly
22 thereafter.

23 5. On or about October 24, 2012 Reyes paid Respondent \$1,000.

24 6. On or about November 29, 2012, Reyes paid an additional \$1,000 to Respondent.

25 7. On or about November 29, 2012, Reyes paid an additional \$495 to Respondent.

26 8. As of in or about December 2012, Reyes paid a total of \$2,495 to Respondent.

27 9. In or about December 2012, Reyes terminated Respondent’s services and requested a
28 refund of fees.

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COUNT THREE

Case No. 13-O-11104
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

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

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

18. Respondent did not earn all of the advanced fees.

19. Respondent did not provide a full refund to Reyes until in or about April 2013.

20. By not providing a refund of fees for approximately four months, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT FOUR

Case No. 13-O-11104
Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

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

22. The allegations of Counts One through Three are incorporated by reference.

23. To date, Respondent has failed to provide Reyes with an accounting for the \$2,495 in advance fees.

24. By failing to provide Reyes with an accounting for the \$2,495 in advanced fees, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession.

COUNT FIVE

Case No. 13-O-11105
Business and Professions Code, section 6106.3
[Illegal Advanced Fee]

25. Respondent willfully violated Business and Professions Code, section 6106.3(a), by negotiating, arranging or otherwise offering to perform a home mortgage loan modification, or other form of home mortgage loan forbearance, for a fee paid by the borrower, and demanding,

1 charging, collecting or receiving such fee prior to fully performing each and every service
2 Respondent had contracted to perform or represented that he would perform, in violation of
3 Section 2944.7(a) of the Civil Code, as follows:

4 26. On or about August 17, 2012, Isabel Cisneros and her husband (collectively
5 "Cisneros") employed Respondent to negotiate a home mortgage loan modification for a
6 property Cisneros owned. At the time Cisneros hired Respondent, Cisneros was requested to
7 pay an initial fee of \$3,495 and to pay \$495 monthly as a service fee.

8 27. On or about August 24, 2012, Cisneros paid Respondent \$3,495.

9 28. In addition, Cisneros paid \$495 to Respondent in or about September, November and
10 December 2012 and twice in January 2013, for a total of \$5,970 paid to Respondent.

11 29. In or about January 2013, Cisneros terminated Respondent's services and requested
12 a refund of fees.

13 30. At the time Respondent charged or collected or received the \$5,970 advance fee he
14 had not fully performed each and every service he had contracted to or represented he would
15 perform.

16 31. By agreeing to negotiate a home mortgage loan modification for Cisneros and
17 charging or collecting \$5,970 in fees from Cisneros when Respondent had not completed all
18 loan modification services he had agreed to perform, Respondent negotiated, arranged or
19 otherwise offered to perform a home mortgage loan modification for a fee paid by the borrower,
20 and demanded, charged, collected or received such fee prior to fully performing each and every
21 service Respondent had contracted to perform or represented that he would perform, in violation
22 of Section 2944.7(a)(1) of the Civil Code.

23 COUNT SIX

24 Case No. 13-O-11105
25 Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

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

28 33. The allegations of Count Five are incorporated by reference.

1 34. At the time Cisneros retained Respondent on or about August 17, 2012,
2 Respondent's non-attorney agent met with Cisneros, evaluated Cisneros' legal needs, suggested
3 a course of action, set a fee for legal services, accepted Cisneros as a client of the firm and
4 performed legal services for Cisneros independently and without supervision by Respondent up
5 through the time Cisneros terminated Respondent's representation in or about January 2013.

6 35. By allowing a non-attorney agent to accept clients, evaluate legal needs and set fees
7 for legal services and perform legal services independently and without supervision by
8 Respondent as to Cisneros' legal matter, Respondent aided a person or entity in the
9 unauthorized practice of law.

10 COUNT SEVEN

11 Case No. 13-O-11105
12 Rules of Professional Conduct, rule 3-700(D)(2)
13 [Failure to Refund Unearned Fees]

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

16 37. The allegations of Counts Five and Six are incorporated by reference.

17 38. Respondent did not earn all of the advanced fees.

18 39. Respondent failed to promptly refund the advance fees Cisneros paid.

19 40. By failing to promptly refund the advance fees, Respondent failed to refund
20 promptly any part of a fee paid in advance that has not been earned.

21 COUNT EIGHT

22 Case No. 13-O-11105
23 Rules of Professional Conduct, rule 4-100(B)(3)
24 [Failure to Render Accounts of Client Funds]

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

28 42. The allegations of Counts Five through Seven are incorporated by reference.

43. To date, Respondent has failed to provide Cisneros with an accounting for the \$5,970
in advance fees.

1 44. By failing to provide Cisneros with an accounting for the \$5,970 in advanced fees,
2 Respondent failed to render appropriate accounts to a client regarding all funds coming into
3 Respondent's possession.

4 COUNT NINE

5 Case No. 13-O-11141
6 Business and Professions Code, section 6106.3
[Illegal Advanced Fee]

7 45. Respondent willfully violated Business and Professions Code, section 6106.3(a), by
8 negotiating, arranging or otherwise offering to perform a home mortgage loan modification, or
9 other form of home mortgage loan forbearance, for a fee paid by the borrower, and demanding,
10 charging, collecting or receiving such fee prior to fully performing each and every service
11 Respondent had contracted to perform or represented that he would perform, in violation of
12 Section 2944.7(a) of the Civil Code, as follows:

13 46. On or about January 7, 2013, Xiomara Chavez ("Chavez") employed Respondent to
14 negotiate a home mortgage loan modification for a property Chavez owned. At the time Chavez
15 hired Respondent, Chavez was requested to pay an initial fee of \$2,000. On or about January 7,
16 2013, Chavez paid Respondent \$2,000 as requested to begin legal services relating to her loan
17 modification.

18 47. On or about January 22, 2013, Chavez terminated Respondent's services and
19 requested a refund of fees.

20 48. At the time Respondent charged or collected or received the \$2,000 advance fee he
21 had not fully performed each and every service he had contracted to or represented he would
22 perform.

23 49. By agreeing to negotiate a home mortgage loan modification for Chavez and
24 charging or collecting \$2,000 in fees from Chavez when Respondent had not completed all loan
25 modification services he had agreed to perform, Respondent negotiated, arranged or otherwise
26 offered to perform a home mortgage loan modification for a fee paid by the borrower, and
27 demanded, charged, collected or received such fee prior to fully performing each and every
28 service Respondent had contracted to perform or represented that he would perform, in violation

1 of Section 2944.7(a)(1) of the Civil Code.

2 COUNT TEN

3 Case No. 11-O-11141
4 Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

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

7 51. The allegations of Count Nine are incorporated by reference.

8 52. At the time Chavez retained Respondent on or about January 7, 2013, Respondent's
9 non-attorney agent met with Chavez, evaluated Chavez's legal needs, suggested a course of
10 action, set a fee for legal services, accepted Chavez as a client of the firm and performed legal
11 services for Chavez independently and without supervision by Respondent up through the time
12 Chavez terminated Respondent's representation on or about January 22, 2013.

13 53. By allowing a non-attorney agent to accept clients, evaluate legal needs and set fees
14 for legal services and perform legal services independently and without supervision by
15 Respondent as to Chavez's legal matter, Respondent aided a person or entity in the
16 unauthorized practice of law.

17 COUNT ELEVEN

18 Case No. 13-O-11141
19 Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

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

22 55. The allegations of Counts Nine and Ten are incorporated by reference.

23 56. Respondent did not earn all of the advanced fees.

24 57. Respondent failed to promptly refund the advance fees Chavez paid.

25 58. By failing to promptly refund the advance fees, Respondent failed to refund
26 promptly any part of a fee paid in advance that has not been earned.

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COUNT FIFTEEN

Case No. 13-O-11576
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

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

73. The allegations of Counts Thirteen and Fourteen are incorporated by reference.

74. Respondent did not earn all of the advanced fees.

75. Respondent failed to promptly refund the advance fees Carrillo paid.

76. By failing to promptly refund the advance fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

COUNT SIXTEEN

Case No. 13-O-11576
Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

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

78. The allegations of Counts Thirteen through Fifteen are incorporated by reference.

79. To date, Respondent has failed to provide Carrillo with an accounting for the \$3,495 in advance fees.

80. By failing to provide Carrillo with an accounting for the \$3,495 in advanced fees, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession.

COUNT SEVENTEEN

Case No. 13-O-11752
Business and Professions Code, section 6106.3
[Illegal Advanced Fee]

81. Respondent willfully violated Business and Professions Code, section 6106.3(a), by negotiating, arranging or otherwise offering to perform a home mortgage loan modification, or other form of home mortgage loan forbearance, for a fee paid by the borrower, and demanding,

1 charging, collecting or receiving such fee prior to fully performing each and every service
2 Respondent had contracted to perform or represented that he would perform, in violation of
3 Section 2944.7(a) of the Civil Code, as follows:

4 82. On or about October 15, 2012, Christopher Reynolds ("Reynolds") employed
5 Respondent to negotiate a home mortgage loan modification for a property Reynolds owned and
6 signed a Retainer Agreement with Respondent's non-attorney agent.

7 83. The Retainer Agreement called for an initial payment of \$3,500 and \$495 each
8 month thereafter.

9 84. On or about November 7, 2012, Reynolds paid \$3,500 to Respondent pursuant to the
10 Retainer Agreement.

11 85. On or about December 11, 2012, December 31, 2012 and January 17, 2013,
12 Reynolds made three monthly payments to Respondent. Reynolds paid Respondent a total of
13 approximately \$4,985 by on or about January 17, 2013.

14 86. In or about February 2013, Reynolds terminated Respondent's services and
15 requested a refund of fees.

16 87. At the time Respondent charged or collected or received the \$4,985 advance fee he
17 had not fully performed each and every service he had contracted to or represented he would
18 perform.

19 88. By agreeing to negotiate a home mortgage loan modification for Reynolds and
20 charging and collecting \$4,985 in fees from Reynolds when Respondent had not completed all
21 loan modification services he had agreed to perform, Respondent negotiated, arranged or
22 otherwise offered to perform a home mortgage loan modification for a fee paid by the borrower,
23 and demanded, charged, collected or received such fee prior to fully performing each and every
24 service Respondent had contracted to perform or represented that he would perform, in violation
25 of Section 2944.7(a)(1) of the Civil Code.

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COUNT EIGHTEEN

Case No. 13-O-11752
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

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

90. The allegations of Count Seventeen are incorporated by reference.

91. At the time Reynolds retained Respondent on or about October 15, 2012, Respondent's non-attorney agent met with Reynolds, evaluated Reynolds's legal needs, suggested a course of action, set a fee for legal services, accepted Reynolds as a client of the firm and performed legal services for Reynolds independently and without supervision by Respondent up through the time Reynolds terminated Respondent's representation in or about February 2013.

92. By allowing a non-attorney agent to accept clients, evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Reynolds's legal matter, Respondent aided a person or entity in the unauthorized practice of law.

COUNT NINETEEN

Case No. 13-O-11752
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

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

94. The allegations of Counts Seventeen and Eighteen are incorporated by reference.

95. Respondent did not earn all of the advanced fees.

96. Respondent failed to promptly refund the advance fees Reynolds paid.

97. By failing to promptly refund the advance fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

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1 112. By allowing a non-attorney agent to accept clients, evaluate legal needs and set
2 fees for legal services and perform legal services independently and without supervision by
3 Respondent as to Tepeque's legal matter, Respondent aided a person or entity in the
4 unauthorized practice of law.

5 COUNT TWENTY-THREE

6 Case No. 13-O-11863
7 Rules of Professional Conduct, rule 3-700(D)(2)
8 [Failure to Refund Unearned Fees]

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

11 114. The allegations of Counts Twenty-One and Twenty-Two are incorporated by
12 reference.

13 115. Respondent did not earn all of the advanced fees.

14 116. Respondent failed to promptly refund the advance fees Tepeque paid.

15 117. By failing to promptly refund the advance fees, Respondent failed to refund
16 promptly any part of a fee paid in advance that has not been earned.

17 COUNT TWENTY-FOUR

18 Case No. 13-O-11863
19 Rules of Professional Conduct, rule 4-100(B)(3)
20 [Failure to Render Accounts of Client Funds]

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

24 119. The allegations of Counts One through Three are incorporated by reference.

25 120. To date, Respondent has failed to provide Tepeque with an accounting for the
26 \$8,490 in advance fees.

27 121. By failing to provide Tepeque with an accounting for the \$8,490 in advanced fees,
28 Respondent failed to render appropriate accounts to a client regarding all funds coming into
Respondent's possession.

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1 of Section 2944.7(a)(1) of the Civil Code.

2 COUNT TWENTY-SIX

3 Case No. 13-O-11890
4 Rules of Professional Conduct, Rule 1-300(A)
5 [Aiding the Unauthorized Practice of Law]

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

8 132. The allegations of Count Twenty-Five are incorporated by reference.

9 133. At the time Leon retained Respondent on or about December 9, 2012,
10 Respondent's non-attorney agent met with Leon, evaluated Leon's legal needs, suggested a
11 course of action, set a fee for legal services, accepted Leon as a client of the firm and performed
12 legal services for Leon independently and without supervision by Respondent up through the
13 time Leon terminated Respondent's representation in or about February 2013.

14 134. By allowing a non-attorney agent to accept clients, evaluate legal needs and set
15 fees for legal services and perform legal services independently and without supervision by
16 Respondent as to Leon's legal matter, Respondent aided a person or entity in the unauthorized
17 practice of law.

18 COUNT TWENTY-SEVEN

19 Case No. 13-O-11890
20 Rules of Professional Conduct, rule 3-700(D)(2)
21 [Failure to Refund Unearned Fees]

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

24 136. The allegations of Counts Twenty-Five and Twenty-Six are incorporated by
25 reference.

26 137. Respondent did not earn all of the advanced fees.

27 138. Respondent failed to promptly refund the advance fees Leon paid.

28 139. By failing to promptly refund the advance fees, Respondent failed to refund
promptly any part of a fee paid in advance that has not been earned.

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COUNT TWENTY-EIGHT

Case No. 13-O-11890
Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

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

141. The allegations of Counts Twenty-Five through Twenty-Seven are incorporated by reference.

142. To date, Respondent has failed to provide Leon with an accounting for the \$2,495 in advance fees.

143. By failing to provide Leon with an accounting for the \$2,495 in advanced fees, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession.

COUNT TWENTY-NINE

Case No. 13-O-11892
Business and Professions Code, section 6106.3
[Illegal Advanced Fee]

144. Respondent willfully violated Business and Professions Code, section 6106.3(a), by negotiating, arranging or otherwise offering to perform a home mortgage loan modification, or other form of home mortgage loan forbearance, for a fee paid by the borrower, and demanding, charging, collecting or receiving 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) of the Civil Code, as follows:

145. On or about October 3, 2012, Julio Limon ("Limon") employed Respondent to negotiate a home mortgage loan modification for a property Limon owned. At the time Limon hired Respondent, Limon was requested to pay an initial fee of \$2,995, and thereafter pay \$495 a month.

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1 153. By allowing a non-attorney agent to accept clients, evaluate legal needs and set
2 fees for legal services and perform legal services independently and without supervision by
3 Respondent as to Limon's legal matter, Respondent aided a person or entity in the unauthorized
4 practice of law.

5 COUNT THIRTY-ONE

6 Case No. 13-O-11892
7 Rules of Professional Conduct, rule 3-700(D)(2)
8 [Failure to Refund Unearned Fees]

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

11 155. The allegations of Counts Twenty-Nine and Thirty are incorporated by reference.

12 156. Respondent did not earn all of the advanced fees.

13 157. Respondent failed to promptly refund the advance fees Limon paid.

14 158. By failing to promptly refund the advance fees, Respondent failed to refund
15 promptly any part of a fee paid in advance that has not been earned.

16 COUNT THIRTY-TWO

17 Case No. 13-O-11892
18 Rules of Professional Conduct, rule 4-100(B)(3)
19 [Failure to Render Accounts of Client Funds]

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

23 160. The allegations of Counts Twenty-Nine through Thirty-One are incorporated by
24 reference.

25 161. To date, Respondent has failed to provide Limon with an accounting for the \$3,995
26 in advance fees.

27 162. By failing to provide Limon with an accounting for the \$3,995 in advanced fees,
28 Respondent failed to render appropriate accounts to a client regarding all funds coming into
Respondent's possession.

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1 COUNT THIRTY-THREE

2 Case No. 13-O-11899
3 Business and Professions Code, section 6106.3
4 [Illegal Advanced Fee]

5 163. Respondent willfully violated Business and Professions Code, section 6106.3(a),
6 by negotiating, arranging or otherwise offering to perform a home mortgage loan modification,
7 or other form of home mortgage loan forbearance, for a fee paid by the borrower, and
8 demanding, charging, collecting or receiving such fee prior to fully performing each and every
9 service Respondent had contracted to perform or represented that he would perform, in violation
10 of Section 2944.7(a) of the Civil Code, as follows:

11 164. On or about January 10, 2013, Edik Besha ("Besha") employed Respondent to
12 negotiate a home mortgage loan modification for a property Besha owned and signed a Retainer
13 Agreement with Respondent's non-attorney agent.

14 165. The Retainer Agreement called for an initial payment of \$3,500 and monthly
15 payments thereafter of \$495.

16 166. On or about January 11 and January 25, 2013, Besha made two payments to
17 Respondent totaling \$3,500 for the loan modification work, pursuant to the Retainer Agreement.
18 In addition, on or about February 10, 2013, Besha paid \$495 for loan modification services.

19 167. In or about March 2013, Besha terminated Respondent's services and requested a
20 refund of the \$3,995 advance fees.

21 168. At the time Respondent charged or collected or received the \$3,995 advance fee he
22 had not fully performed each and every service he had contracted to or represented he would
23 perform.

24 169. By agreeing to negotiate a home mortgage loan modification for Besha and
25 charging and collecting at least \$3,995 in fees from Besha when Respondent had not completed
26 all loan modification services he had agreed to perform, Respondent negotiated, arranged or
27 otherwise offered to perform a home mortgage loan modification for a fee paid by the borrower,
28 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

1 of Section 2944.7(a)(1) of the Civil Code.

2 COUNT THIRTY-FOUR

3 Case No. 13-O-11899
4 Rules of Professional Conduct, Rule 1-300(A)
5 [Aiding the Unauthorized Practice of Law]

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

8 171. The allegations of Count Thirty-Three are incorporated by reference.

9 172. At the time Besha retained Respondent on or about January 10, 2013,
10 Respondent's non-attorney agent met with Besha, evaluated Besha's legal needs, suggested a
11 course of action, set a fee for legal services, accepted Besha as a client of the firm and
12 performed legal services for Besha independently and without supervision by Respondent up
13 through the time Besha terminated Respondent's representation in or about March 2013.

14 173. By allowing a non-attorney agent to accept clients, evaluate legal needs and set
15 fees for legal services and perform legal services independently and without supervision by
16 Respondent as to Besha's legal matter, Respondent aided a person or entity in the unauthorized
17 practice of law.

18 COUNT THIRTY-FIVE

19 Case No. 13-O-11899
20 Rules of Professional Conduct, rule 3-700(D)(2)
21 [Failure to Refund Unearned Fees]

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

24 175. The allegations of Counts Thirty-Three and Thirty-Four are incorporated by
25 reference.

26 176. Respondent did not earn all of the advanced fees.

27 177. Respondent failed to promptly refund the advance fees Besha paid.

28 178. By failing to promptly refund the advance fees, Respondent failed to refund
promptly any part of a fee paid in advance that has not been earned.

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1 185. Salazar paid: \$1,000 on or about December 20, 2012; and \$2,000 on or about
2 December 31, 20, 2012. In addition, Salazar made two monthly payments of \$495 between in
3 or about December 2012 and February 2013.

4 186. In total, Salazar paid Respondent \$3,990 for loan modification services.

5 187. In or about February 2013, Salazar terminated Respondent's services and
6 requested a refund of fees.

7 188. At the time Respondent charged or collected or received the \$3,990 advance fee he
8 had not fully performed each and every service he had contracted to or represented he would
9 perform.

10 189. By agreeing to negotiate a home mortgage loan modification for Salazar and by
11 charging or collecting \$3,990 in fees from Salazar when Respondent had not completed all loan
12 modification services he had agreed to perform, Respondent negotiated, arranged or otherwise
13 offered to perform a home mortgage loan modification for a fee paid by the borrower, and
14 demanded, charged, collected or received such fee prior to fully performing each and every
15 service Respondent had contracted to perform or represented that he would perform, in violation
16 of Section 2944.7(a)(1) of the Civil Code.

17 COUNT THIRTY-EIGHT

18 Case No. 13-O-11944
19 Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

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

22 191. The allegations of Count Thirty-Seven are incorporated by reference.

23 192. At the time Salazar retained Respondent on or about December 14, 2012,
24 Respondent's non-attorney agent met with Salazar, evaluated Salazar's legal needs, suggested a
25 course of action, set a fee for legal services, accepted Salazar as a client of the firm and
26 performed legal services for Salazar independently and without supervision by Respondent up
27 through the time Salazar terminated Respondent's representation in or about February 2013.

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1 193. By allowing a non-attorney agent to accept clients, evaluate legal needs and set
2 fees for legal services and perform legal services independently and without supervision by
3 Respondent as to Salazar's legal matter, Respondent aided a person or entity in the unauthorized
4 practice of law.

5 COUNT THIRTY-NINE

6 Case No. 13-O-11944
7 Rules of Professional Conduct, rule 3-700(D)(2)
8 [Failure to Refund Unearned Fees]

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

11 195. The allegations of Counts Thirty-Seven and Thirty-Eight are incorporated by
12 reference.

13 196. Respondent did not earn all of the advanced fees.

14 197. Respondent failed to promptly refund the advance fees Salazar paid.

15 198. By failing to promptly refund the advance fees, Respondent failed to refund
16 promptly any part of a fee paid in advance that has not been earned.

17 COUNT FORTY

18 Case No. 13-O-11944
19 Rules of Professional Conduct, rule 4-100(B)(3)
20 [Failure to Render Accounts of Client Funds]

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

24 200. The allegations of Counts Thirty-Seven through Thirty-Nine are incorporated by
25 reference.

26 201. To date, Respondent has failed to provide Salazar with an accounting for the \$3,990
27 in advance fees.

28 202. By failing to provide Salazar with an accounting for the \$3,990 in advanced fees,
Respondent failed to render appropriate accounts to a client regarding all funds coming into
Respondent's possession.

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COUNT FORTY-TWO

Case No. 13-O-12087
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

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

210. The allegations of Count Forty-One are incorporated by reference.

211. At the time Lopez retained Respondent on or about October 11, 2012, Respondent's non-attorney agent met with Lopez, evaluated Lopez's legal needs, suggested a course of action, set a fee for legal services, accepted Lopez as a client of the firm and performed legal services for Lopez independently and without supervision by Respondent up through the time Lopez terminated Respondent's representation in or about December, 2012.

212. By allowing a non-attorney agent to accept clients, evaluate legal needs and set fees for legal services and perform legal services independently and without supervision by Respondent as to Lopez's legal matter, Respondent aided a person or entity in the unauthorized practice of law.

COUNT FORTY-THREE

Case No. 13-O-12087
Rules of Professional Conduct, rule 3-700(D)(2)
[Failure to Refund Unearned Fees]

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

214. The allegations of Counts Forty-One and Forty-Two are incorporated by reference.

215. Respondent did not earn all of the advanced fees.

216. Respondent failed to promptly refund the advance fees Lopez paid.

217. By failing to promptly refund the advance fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned.

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1 ACH withdrawals from his bank account.

2 225. On or about December 1, 2012, Respondent withdrew \$1,500 from Perez's bank
3 account.

4 226. On or about December 12, 2012, Perez terminated Respondent's services, placed a
5 stop payment on the previously authorized \$2,000 payment and requested a refund of the \$1,500
6 in fees already received by Respondent.

7 227. At the time Respondent charged or collected or received the \$1,500 advance fee he
8 had not fully performed each and every service he had contracted to or represented he would
9 perform.

10 228. By agreeing to negotiate a home mortgage loan modification for Perez and
11 charging or collecting \$1,500 in fees from Perez when Respondent had not completed all loan
12 modification services he had agreed to perform, Respondent negotiated, arranged or otherwise
13 offered to perform a home mortgage loan modification for a fee paid by the borrower, and
14 demanded, charged, collected or received such fee prior to fully performing each and every
15 service Respondent had contracted to perform or represented that he would perform, in violation
16 of Section 2944.7(a)(1) of the Civil Code.

17 COUNT FORTY-SIX

18 Case No. 13-O-12471
19 Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

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

22 230. The allegations of Count Forty-Five are incorporated by reference.

23 231. At the time Perez retained Respondent on or about November 30, 2012,
24 Respondent's non-attorney agent met with Perez, evaluated Perez's legal needs, suggested a
25 course of action, set a fee for legal services, accepted Perez as a client of the firm and performed
26 legal services for Perez independently and without supervision by Respondent up through the
27 time Perez terminated Respondent's representation on or about December 12, 2012.

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1 offered to perform a home mortgage loan modification for a fee paid by the borrower, and
2 demanded, charged, collected or received such fee prior to fully performing each and every
3 service Respondent had contracted to perform or represented that he would perform, in violation
4 of Section 2944.7(a)(1) of the Civil Code.

5 COUNT FIFTY

6 Case No. 13-O-12475
7 Rules of Professional Conduct, Rule 1-300(A)
8 [Aiding the Unauthorized Practice of Law]

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

11 252. The allegations of Count Forty-Nine are incorporated by reference.

12 253. At the time Ojeda retained Respondent on or about November 17, 2012,
13 Respondent's non-attorney agent met with Ojeda, evaluated Ojeda's legal needs, suggested a
14 course of action, set a fee for legal services, accepted Ojeda as a client of the firm and
15 performed legal services for Ojeda independently and without supervision by Respondent up
16 through the time Ojeda terminated Respondent's representation in or about February 2013.

17 254. By allowing a non-attorney agent to accept clients, evaluate legal needs and set
18 fees for legal services and perform legal services independently and without supervision by
19 Respondent as to Ojeda's legal matter, Respondent aided a person or entity in the unauthorized
20 practice of law.

21 COUNT FIFTY-ONE

22 Case No. 13-O-12475
23 Rules of Professional Conduct, rule 3-700(D)(2)
24 [Failure to Refund Unearned Fees]

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

27 256. The allegations of Counts Forty-Nine and Fifty are incorporated by reference.

28 257. Respondent did not earn all of the advanced fees.

258. Respondent failed to promptly refund the advance fees Ojeda paid.

259. By failing to promptly refund the advance fees, Respondent failed to refund

1 promptly any part of a fee paid in advance that has not been earned.

2 COUNT FIFTY-TWO

3 Case No. 13-O-12475
4 Rules of Professional Conduct, rule 4-100(B)(3)
[Failure to Render Accounts of Client Funds]

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

8 261. The allegations of Counts Forty-Nine through Fifty-One are incorporated by
9 reference.

10 262. To date, Respondent has failed to provide Ojeda with an accounting for the \$2,990
11 in advance fees.

12 263. By failing to provide Ojeda with an accounting for the \$2,990 in advanced fees,
13 Respondent failed to render appropriate accounts to a client regarding all funds coming into
14 Respondent's possession.

15 COUNT FIFTY-THREE

16 Case No. 13-O-12479
17 Business and Professions Code, section 6106.3
[Illegal Advanced Fee]

18 264. Respondent willfully violated Business and Professions Code, section 6106.3(a),
19 by negotiating, arranging or otherwise offering to perform a home mortgage loan modification,
20 or other form of home mortgage loan forbearance, for a fee paid by the borrower, and
21 demanding, charging, collecting or receiving such fee prior to fully performing each and every
22 service Respondent had contracted to perform or represented that he would perform, in violation
23 of Section 2944.7(a) of the Civil Code, as follows:

24 265. On or about October 21, 2012, Jose Tejada ("Tejada") employed Respondent to
25 negotiate a home mortgage loan modification for a property Tejada owned and signed a
26 Retainer Agreement with Respondent's non-attorney agent.

27 266. The Retainer Agreement called for an initial payment of \$2,500 and \$495 each
28 month thereafter.

1 Respondent as to Tejada's legal matter, Respondent aided a person or entity in the unauthorized
2 practice of law.

3 COUNT FIFTY-FIVE

4 Case No. 13-O-12479
5 Rules of Professional Conduct, rule 3-700(D)(2)
6 [Failure to Refund Unearned Fees]

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

9 276. The allegations of Counts Fifty-Three and Fifty-Four are incorporated by
10 reference.

11 277. Respondent did not earn all of the advanced fees.

12 278. Respondent failed to promptly refund the advance fees Tejada paid.

13 By failing to promptly refund the advance fees, Respondent failed to refund promptly any part
14 of a fee paid in advance that has not been earned.

15 COUNT FIFTY-SIX

16 Case No. 13-O-12479
17 Rules of Professional Conduct, rule 4-100(B)(3)
18 [Failure to Render Accounts of Client Funds]

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

22 280. The allegations of Counts Fifty-Three through Fifty-Five are incorporated by
23 reference.

24 281. To date, Respondent has failed to provide Tejada with an accounting for the \$2,500
25 in advance fees.

26 282. By failing to provide Tejada with an accounting for the \$2,500 in advanced fees,
27 Respondent failed to render appropriate accounts to a client regarding all funds coming into
28 Respondent's possession.

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1 of Stephen L. Siringoringo.

2 290. Respondent allowed CCMI to create a false impression with the public, including
3 but not limited to Eugenio Reyes, Isabel Cisneros, Xiomara Chavez, Maria Carrillo, Christopher
4 Reynolds, Maricela Tepeque, Ismael Leon, Julio Limon, Edik Basha, Dionicio Salazar, Maria
5 Vera-Lopez, Rogelio Perez, Barbara Ojeda and Jose Tejada (collectively "Clients"), that
6 Respondent's loan modification law practice provided legal services that were performed by
7 Respondent (an attorney) and under Respondent's (an attorney's) supervision.

8 291. The public, including but not limited to Clients believed that when they retained
9 the Siringoringo Law Office or the Law Offices of Stephen L. Siringoringo that their loan
10 modification matter was being performed by Respondent or an attorney associated with
11 Respondent, and under Respondent's, or an attorney associated with Respondent's, supervision.

12 292. Clients specifically retained Respondent because they were told at the time they
13 retained Respondent that their loan modification matter was being performed by Respondent or
14 an attorney associated with Respondent, and under Respondent's, or an attorney associated with
15 Respondent's, supervision.

16 293. Respondent misled the public, including but not limited to Clients or caused the
17 public, including but not limited to Clients to be misled into believing he was actually in charge
18 and operated the loan modification law practice known as Siringoringo Law Office or the Law
19 Offices of Stephen L. Siringoringo when in truth and fact CCMI was in charge and operated the
20 loan modification law practice known as Siringoringo Law Office or the Law Offices of
21 Stephen L. Siringoringo.

22 294. By allowing CCMI to operate his loan modification law practice, by allowing
23 CCMI to create a false impression to the public, including but not limited to Clients, that he was
24 in charge and operated his loan modification law practice and that Clients would be provided
25 legal services that were performed by Respondent (an attorney) and under Respondent's (an
26 attorney's) supervision and by misleading the public, including but not limited to Clients or
27 causing the public, including but not limited to Clients to be misled that Respondent was in
28 charge and operated his loan modification law practice when in truth and fact CCMI was in

1 charge and operated his loan modification law practice, Respondent committed an act and/or
2 acts involving moral turpitude, dishonesty or corruption.

3 COUNT FIFTY-EIGHT

4 Case No.'s 13-O-11104; 13-O-11105; 13-O-11141; 13-O-11576; 13-O-11752;
5 13-O-11863; 13-O-11890; 13-O-11892; 13-O-11899; 13-O-11944;
6 13-O-12087; 13-O-12471; 13-O-12475; 13-O-12479;
7 Business and Professions Code section 6106
8 [Moral Turpitude]

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

11 296. The allegations of Counts One through Fifty-Seven are incorporated by reference.

12 297. At all relevant times herein, the public, including but not limited to Clients, if
13 qualified pursuant to the established guidelines, would use the Home Affordable Modification
14 Program ("HAMP") to lower their monthly mortgage payments, interest rate or principal
15 balance.

16 298. At all relevant times herein, Respondent and/or CCMI developed a series of
17 spreadsheet documents (collectively "Spreadsheets") to determine if a prospective client would
18 be eligible for a loan modification pursuant to the HAMP guidelines based on a prospective
19 client's income, expenses, loan balance, loan payment, interest rate, loan term and hardship,
20 among other things.

21 299. Respondent knew, or was grossly negligent in not knowing, that CCMI staff used
22 the Spreadsheets at all office locations publicly known as the Siringoringo Law Office or the
23 Law Offices of Stephen L. Siringoringo.

24 300. Respondent knew, or was grossly negligent in not knowing, that CCMI staff
25 represented to the public, including Clients, that by inputting their particular financial and loan
26 information into the Spreadsheet, the Spreadsheet could determine if they would qualify for a
27 loan modification pursuant to HAMP because Spreadsheet was the same tool used by lenders to
28 determine a borrower's eligibility for a loan modification pursuant to HAMP.

301. Respondent permitted and/or allowed CCMI staff to falsify distort, alter and/or
change the true financial and loan information inputted into the Spreadsheet to ensure that the

1 potential client, including Clients qualified for a loan modification pursuant to HAMP when in
2 truth and fact they did not so qualify.

3 302. Based on the use of the Spreadsheet by CCMI staff, Clients believed that they
4 qualified for a loan modification pursuant to HAMP when in truth and fact they did not so
5 qualify.

6 303. Respondent permitted and/or allowed CCMI staff to use the Spreadsheet as pretext
7 to obtain up-front fees and monthly fees from the public, including Clients in violation of
8 Section 2944.7(a) of the Civil Code.

9 304. By permitting and/or allowing CCMI to falsify, distort, alter and/or change the true
10 financial and loan information inputted into the Spreadsheet to ensure that the potential client,
11 including Clients believed that they qualified for a loan modification when in truth and fact they
12 did not, and by permitting and/or allowing CCMI staff to use the Spreadsheet as a pretext to
13 obtain up-front fees and monthly fees from the public, including Clients in violation of Section
14 2944.7(a) of the Civil Code, Respondent committed an act and/or acts involving moral
15 turpitude, dishonesty or corruption.

16 COUNT FIFTY-NINE

17 Case No.'s 13-O-11104; 13-O-11105; 13-O-11141; 13-O-11576; 13-O-11752;
18 13-O-11863; 13-O-11890; 13-O-11892; 13-O-11899; 13-O-11944;
19 13-O-12087; 13-O-12471; 13-O-12475; 13-O-12479;
20 Business and Professions Code section 6106
21 [Moral Turpitude]

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

24 306. The allegations of Counts One through Fifty-Eight are incorporated by reference.

25 307. Respondent habitually disregarded his loan modification law practice publicly
26 known as Siringoringo Law Office or the Law Offices of Stephen L. Siringoringo allowing
27 CCMI, independently and without supervision by Respondent, to perform legal services,
28 specifically loan modification services, for the public, including but not limited to Clients.

308. At all relevant times herein, Respondent habitually disregarded his loan
modification law practice publicly known as Siringoringo Law Office or the Law Offices of

1 Stephen L. Siringoringo by accepting retainer agreements and retainer fees obtained by CCM I
2 from the public, including but not limited to Clients, for legal services he did not perform or
3 was grossly negligent in not knowing he would not perform and when Respondent knew or was
4 grossly negligent in not knowing were in truth and fact legal services being performed by
5 CCM I.

6 309. By habitually disregarding his loan modification law practice, Respondent
7 committed an act and/or acts involving moral turpitude, dishonesty or corruption.

8 **NOTICE - INACTIVE ENROLLMENT!**

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

17 **NOTICE - COST ASSESSMENT!**

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

23 Respectfully submitted,

24 THE STATE BAR OF CALIFORNIA
25 OFFICE OF THE CHIEF TRIAL COUNSEL

26 DATED: September 12, 2013

27 By: 

28 **ASHOD MOORADIAN**
Senior Trial Counsel

DECLARATION OF SERVICE

by

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

CASE NUMBER(s): 13-O-11104; 13-O-11105; 13-O-11141; 13-O-11576; 13-O-11752; 13-O-11863; 13-O-11890; 13-O-11892; 13-O-11899; 13-O-11944; 13-O-12087; 13-O-12471; 13-O-12475; 13-O-12479;

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California 90015, declare that:

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

NOTICE OF DISCIPLINARY CHARGES

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

- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles.

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

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

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

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

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

By Electronic Service: (CCP § 1010.6)

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

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

(for Certified Mail) in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,

Article No.: 7160 3901 9845 4872 9931 at Los Angeles, addressed to: (see below)

(for Overnight Delivery) together with a copy of this declaration, in an envelope, or package designated by UPS,

Tracking No.: addressed to: (see below)

Table with 4 columns: Person Served, Business-Residential Address, Fax Number, Courtesy Copy to. Row 1: Edward O. Lear, Century Law Group LLP, 5200 W Century Blvd #345, Los Angeles, CA 90045, Electronic Address.

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

N/A

I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS'). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

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

DATED: September 12, 2013

SIGNED:

Handwritten signature of Charles C. Bagai, Charles C. Bagai Declarant