1 2 3 4 5 6	PUBLIC M STATE BAR OF CALIFORNIA OFFICE OF THE CHIEF TRIAL COUNSEL JAYNE KIM, No. 174614 CHIEF TRIAL COUNSEL JOSEPH R. CARLUCCI, No. 172309 DEPUTY CHIEF TRIAL COUNSEL MELANIE J. LAWRENCE, No. 230102 ASSISTANT CHIEF TRIAL COUNSEL ASHOD MOORADIAN, No. 194283 SENIOR TRIAL COUNSEL 1149 South Hill Street Los Angeles, California 90015-2299	FILED SEP 1 2 2013 STATE BAR COURT CLERK'S OFFICE LOS ANGELES
7	Telephone: (213) 765-1004	
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9		BAR COURT
10	HEARING DEPART	MENT - LOS ANGELES
11 12	In the Matter of:) Case Nos.: 13-O-11104; 13-O-11105;
12	STEPHEN LYSTER SIRINGORINGO,) 13-O-11141; 13-O-11576; 13-O-11752;) 13-O-11863; 13-O-11890; 13-O-11892;
13	No. 264161,) 13-O-11899; 13-O-11944; 13-O-12087;) 13-O-12471; 13-O-12475; 13-O-12479;
15	A Member of the State Bar.)) NOTICE OF DISCIPLINARY CHARGES
16)
17	NOTICE - FAIL	JRE TO RESPOND!
18 19	IF YOU FAIL TO FILE A WRI WITHIN 20 DAYS AFTER SERVIC THE STATE BAR COURT TRIAL:	TTEN ANSWER TO THIS NOTICE E, OR IF YOU FAIL TO APPEAR AT
20	(1) YOUR DEFAULT WILL BE EN (2) YOUR STATUS WILL BE CI	TERED; HANGED TO INACTIVE AND YOU
21	WILL NOT BE PERMITTED T	O PRACTICE LAW; TED TO PARTICIPATE FURTHER IN
22	THESE PROCEEDINGS UNLE AND THE DEFAULT IS SET AS	SS YOU MAKE A TIMELY MOTION
23	(4) YOU SHALL BE SUBJECT SPECIFICALLY, IF YOU FAIL	TO ADDITIONAL DISCIPLINE.
24	OR VACATE YOUR DEFAUL ORDER RECOMMENDING	T, THIS COURT WILL ENTER AN YOUR DISBARMENT WITHOUT
25 26	FURTHER HEARING OR PRO RULES OF PROCEDURE OF T	CEEDING. SEE RULE 5.80 ET SEQ., HE STATE BAR OF CALIFORNIA.
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	NOTICE OF DISC	PLINARY CHARGES

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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	<u>COUNT ONE</u>
11	Case No. 13-O-11104 Business and Professions Code, section 6106.3
12	[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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1 10. At the time Respondent charged or collected or received the \$2,495 advance fee he
 2 had not fully performed each and every service he had contracted to or represented he would
 3 perform.

11. By agreeing to negotiate a home mortgage loan modification for Reyes and charging
or collecting \$2,495 in fees from Reyes when Respondent had not completed all loan
modification services he had agreed to perform, Respondent negotiated, arranged or otherwise
offered to perform a home mortgage loan modification for a fee paid by the borrower, and
demanded, charged, collected or received such fee prior to fully performing each and every
service Respondent had contracted to perform or represented that he would perform, in violation
of Section 2944.7(a)(1) of the Civil Code.

COUNT TWO

Case No. 13-O-11104 Rules of Professional Conduct, Rule 1-300(A) [Aiding the Unauthorized Practice of Law]

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

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

17 14. At the time Reyes retained Respondent on or about October 24, 2012, Respondent's
18 non-attorney agent met with Reyes, evaluated Reyes' legal needs, suggested a course of action,
19 set a fee for legal services, accepted Reyes as a client of the firm and performed legal services
20 for Reyes independently and without supervision by Respondent up through the time Reyes
21 terminated Respondent's representation in or about December 2012.

15. 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 Reyes' legal matter, Respondent aided a person or entity in the unauthorized
practice of law.

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1	COUNT THREE
2	Case No. 13-O-11104
3	Rules of Professional Conduct, rule 3-700(D)(2) [Failure to Refund Unearned Fees]
4	16. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
5	failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:
6	17. The allegations of Counts One and Two are incorporated by reference.
7	18. Respondent did not earn all of the advanced fees.
8	19. Respondent did not provide a full refund to Reyes until in or about April 2013.
9	20. By not providing a refund of fees for approximately four months, Respondent failed
10	to refund promptly any part of a fee paid in advance that has not been earned.
11	<u>COUNT FOUR</u>
12 13	Case No. 13-O-11104 Rules of Professional Conduct, rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]
14	21. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
15	failing to render appropriate accounts to a client regarding all funds coming into Respondent's
16	possession, as follows:
17	22. The allegations of Counts One through Three are incorporated by reference.
18	23. To date, Respondent has failed to provide Reyes with an accounting for the \$2,495 in
19	advance fees.
20	24. By failing to provide Reyes with an accounting for the \$2,495 in advanced fees,
21	Respondent failed to render appropriate accounts to a client regarding all funds coming into
22	Respondent's possession.
23	<u>COUNT FIVE</u>
24 25	Case No. 13-O-11105 Business and Professions Code, section 6106.3 [Illegal Advanced Fee]
26	25. Respondent willfully violated Business and Professions Code, section 6106.3(a), by
20	negotiating, arranging or otherwise offering to perform a home mortgage loan modification, or
28	other form of home mortgage loan forbearance, for a fee paid by the borrower, and demanding,
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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:

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

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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.

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

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

COUNT SIX

Case No. 13-O-11105 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:

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

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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	<u>COUNT SEVEN</u>
11	Case No. 13-O-11105 Rules of Professional Conduct, rule 3-700(D)(2)
12	[Failure to Refund Unearned Fees]
13	36. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
14	failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:
15	37. The allegations of Counts Five and Six are incorporated by reference.
16	38. Respondent did not earn all of the advanced fees.
17	39. Respondent failed to promptly refund the advance fees Cisneros paid.
18	40. By failing to promptly refund the advance fees, Respondent failed to refund
19	promptly any part of a fee paid in advance that has not been earned.
20	<u>COUNT EIGHT</u>
21	Case No. 13-O-11105 Rules of Professional Conduct, rule 4-100(B)(3)
22	[Failure to Render Accounts of Client Funds]
23	41. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
24	failing to render appropriate accounts to a client regarding all funds coming into Respondent's
25	possession, as follows:
26	42. The allegations of Counts Five through Seven are incorporated by reference.
27	43. To date, Respondent has failed to provide Cisneros with an accounting for the \$5,970
28	in advance fees.
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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	<u>COUNT NINE</u>
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
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1	of Section 2944.7(a)(1) of the Civil Code.
2	<u>COUNT TEN</u>
3	Case No. 11-O-11141 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 19	Case No. 13-O-11141 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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1	COUNT TWELVE	
2 3	Case No. 13-O-11141 Rules of Professional Conduct, rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]	
4	59. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by	
5	failing to render appropriate accounts to a client regarding all funds coming into Respondent's	
6	possession, as follows:	
7	60. The allegations of Counts Nine through Eleven are incorporated by reference.	
8	61. To date, Respondent has failed to provide Chavez with an accounting for the \$2,000	
9	in advance fees.	
10	62. By failing to provide Chavez with an accounting for the \$2,000 in advanced fees,	
11	Respondent failed to render appropriate accounts to a client regarding all funds coming into	
12	Respondent's possession.	
13	COUNT THIRTEEN	
14 15	Case No. 13-O-11576 Business and Professions Code, section 6106.3 [Illegal Advanced Fee]	
16	63. Respondent willfully violated Business and Professions Code, section 6106.3(a), by	
17	negotiating, arranging or otherwise offering to perform a home mortgage loan modification, or	
18	other form of home mortgage loan forbearance, for a fee paid by the borrower, and demanding,	
19	charging, collecting or receiving such fee prior to fully performing each and every service	
20	Respondent had contracted to perform or represented that he would perform, in violation of	
21	Section 2944.7(a) of the Civil Code, as follows:	
22	64. On or about February 13, 2013, Maria Carrillo and her husband ("Carrillo")	
23	employed Respondent to negotiate a home mortgage loan modification for a property Carrillo	
24	owned. At the time Carrillo hired Respondent, Carrillo was requested to pay an initial fee of	
25	\$3,495, which she paid on or about February 13, 2013.	
26	65. The next day, on or about February 14, 2013, Carrillo terminated Respondent's	
27	services and requested a refund.	
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66. At the time Respondent charged or collected or received the \$3,495 advance fee he 1 2 had not fully performed each and every service he had contracted to or represented he would 3 perform. 67. By agreeing to negotiate a home mortgage loan modification for Carrillo and 4 5 charging or collecting \$3,495 in fees from Carrillo when Respondent had not completed all loan 6 modification services he had agreed to perform, Respondent negotiated, arranged or otherwise 7 offered to perform a home mortgage loan modification for a fee paid by the borrower, and 8 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 9 10 of Section 2944.7(a)(1) of the Civil Code. 11 COUNT FOURTEEN 12 Case No. 13-O-11576 Rules of Professional Conduct, Rule 1-300(A) [Aiding the Unauthorized Practice of Law] 13 68. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by 14 15 aiding a person or entity in the unauthorized practice of law, as follows: 69. The allegations of Count Thirteen are incorporated by reference. 16 70. At the time Carrillo retained Respondent on or about February 13, 2013, 17 Respondent's non-attorney agent met with Carrillo, evaluated Carrillo's legal needs, suggested 18 a course of action, set a fee for legal services, accepted Carrillo as a client of the firm and 19 performed legal services for Carrillo independently and without supervision by Respondent up 20 through the time Carrillo terminated Respondent's representation on or about February 14, 21 2013. 22 71. By allowing a non-attorney agent to accept clients, evaluate legal needs and set fees 23 for legal services and perform legal services independently and without supervision by 24 25 Respondent as to Carrillo's legal matter, Respondent aided a person or entity in the 26 unauthorized practice of law.

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1	<u>COUNT FIFTEEN</u>
2	Case No. 13-O-11576 Rules of Professional Conduct, rule 3-700(D)(2) [Failure to Refund Unearned Fees]
4	72. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
5	failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:
6	73. The allegations of Counts Thirteen and Fourteen are incorporated by reference.
7	74. Respondent did not earn all of the advanced fees.
8	75. Respondent failed to promptly refund the advance fees Carrillo paid.
9	76. By failing to promptly refund the advance fees, Respondent failed to refund
10	promptly any part of a fee paid in advance that has not been earned.
10	COUNT SIXTEEN
12	Case No. 13-O-11576
12	Rules of Professional Conduct, rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]
14	77. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
15	failing to render appropriate accounts to a client regarding all funds coming into Respondent's
16	possession, as follows:
17	78. The allegations of Counts Thirteen through Fifteen are incorporated by reference.
18	79. To date, Respondent has failed to provide Carrillo with an accounting for the \$3,495
19	in advance fees.
20	80. By failing to provide Carrillo with an accounting for the \$3,495 in advanced fees,
21	Respondent failed to render appropriate accounts to a client regarding all funds coming into
22	Respondent's possession.
23	COUNT SEVENTEEN
24	Case No. 13-O-11752 Business and Professions Code, section 6106.3
25	[Illegal Advanced Fee]
26	81. Respondent willfully violated Business and Professions Code, section 6106.3(a), by
27	negotiating, arranging or otherwise offering to perform a home mortgage loan modification, or
28	other form of home mortgage loan forbearance, for a fee paid by the borrower, and demanding,
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charging, collecting or receiving such fee prior to fully performing each and every service 1 Respondent had contracted to perform or represented that he would perform, in violation of 2 3 Section 2944.7(a) of the Civil Code, as follows:

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

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

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

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

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

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

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

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1	COUNT EIGHTEEN
2	Case No. 13-O-11752 Bulas of Bractorianal Conduct, Bula 1, 200(A)
3	Rules of Professional Conduct, Rule 1-300(A) [Aiding the Unauthorized Practice of Law]
4	89. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by
5	aiding a person or entity in the unauthorized practice of law, as follows:
6	90. The allegations of Count Seventeen are incorporated by reference.
7	91. At the time Reynolds retained Respondent on or about October 15, 2012,
8	Respondent's non-attorney agent met with Reynolds, evaluated Reynolds's legal needs,
9	suggested a course of action, set a fee for legal services, accepted Reynolds as a client of the
10	firm and performed legal services for Reynolds independently and without supervision by
11	Respondent up through the time Reynolds terminated Respondent's representation in or about
12	February 2013.
13	92. 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 Reynolds's legal matter, Respondent aided a person or entity in the
16	unauthorized practice of law.
17	COUNT NINETEEN
18 19	Case No. 13-O-11752 Rules of Professional Conduct, rule 3-700(D)(2) [Failure to Refund Unearned Fees]
20	93. 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	94. The allegations of Counts Seventeen and Eighteen are incorporated by reference.
23	95. Respondent did not earn all of the advanced fees.
24	96. Respondent failed to promptly refund the advance fees Reynolds paid.
25	97. 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 TWENTY
Case No. 13-O-11752 Rules of Professional Conduct, rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]
98. 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:
99. The allegations of Counts Seventeen through Nineteen are incorporated by reference.
100. To date, Respondent has failed to provide Reynolds with an accounting for the
\$4,985 in advance fees.
101. By failing to provide Reynolds with an accounting for the \$4,985 in advanced fees,
Respondent failed to render appropriate accounts to a client regarding all funds coming into
Respondent's possession.
COUNT TWENTY-ONE
Case No. 13-O-11863 Business and Professions Code, section 6106.3 [Illegal Advanced Fee]
102. 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:
103. On or about August 7, 2012, Maricela Tepeque ("Tepeque") employed Respondent
to negotiate home mortgage loan modifications for three properties Tepeque owned. At the
time Tepeque hired Respondent, Tepeque was provided with a Retainer Agreement which
called for \$3,000 for attorney fees for one of the properties, and \$495 per month thereafter.
Tepeque was quoted a fee of \$3,000 for loan modification work as to each property.
104. On or about August 13, 2012, Tepeque paid Respondent \$4,500 for the loan
modification work, pursuant to the Retainer Agreement.
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105. Again on or about September 5, 2012, Tepeque paid Respondent \$3,000 for the 1 loan modification work and on or about November 1, 2012, Tepeque paid Respondent an 2 3 addition \$990, for a total of \$8,490 paid for loan modification work.

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106. In or about November 2012, Tepeque terminated Respondent's services and requested a refund of fees.

107. At the time Respondent charged or collected or received the \$8,490 advance fee he 6 had not fully performed each and every service he had contracted to or represented he would 7 perform. 8

108. By agreeing to negotiate a home mortgage loan modification for Tepeque and 9 charging or collecting \$8,490 in fees from Tepeque when Respondent had not completed all 10 loan modification services he had agreed to perform, Respondent negotiated, arranged or 11 otherwise offered to perform a home mortgage loan modification for a fee paid by the borrower, 12 and demanded, charged, collected or received such fee prior to fully performing each and every 13 service Respondent had contracted to perform or represented that he would perform, in violation 14 of Section 2944.7(a)(1) of the Civil Code. 15

COUNT TWENTY-TWO

Case No. 13-O-11863 Rules of Professional Conduct, Rule 1-300(A) [Aiding the Unauthorized Practice of Law]

109. 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:

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

111. At the time Tepeque retained Respondent on or about August 7, 2012, 22 Respondent's non-attorney agent met with Tepeque, evaluated Tepeque's legal needs, suggested 23 a course of action, set a fee for legal services, accepted Tepeque as a client of the firm and 24 performed legal services for Tepeque independently and without supervision by Respondent up 25 through the time Tepeque terminated Respondent's representation in or about November 2012. 26 27 111 28 111

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 7	Case No. 13-O-11863 Rules of Professional Conduct, rule 3-700(D)(2) [Failure to Refund Unearned Fees]
8	113. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
9	failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:
10	114. The allegations of Counts Twenty-One and Twenty-Two are incorporated by
11	reference.
12	115. Respondent did not earn all of the advanced fees.
13	116. Respondent failed to promptly refund the advance fees Tepeque paid.
14	117. 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 TWENTY-FOUR
17 18	Case No. 13-O-11863 Rules of Professional Conduct, rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]
19	118. 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	119. The allegations of Counts One through Three are incorporated by reference.
23	120. To date, Respondent has failed to provide Tepeque with an accounting for the
24	\$8,490 in advance fees.
25	121. By failing to provide Tepeque with an accounting for the \$8,490 in advanced fees,
26	Respondent failed to render appropriate accounts to a client regarding all funds coming into
27	Respondent's possession.
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	- 16 - NOTICE OF DISCIPLINARY CHARGES

1	COUNT TWENTY-FIVE
2 3	Case No. 13-O-11890 Business and Professions Code, section 6106.3 [Illegal Advanced Fee]
4	122. Respondent willfully violated Business and Professions Code, section 6106.3(a),
5	by negotiating, arranging or otherwise offering to perform a home mortgage loan modification,
6	or other form of home mortgage loan forbearance, for a fee paid by the borrower, and
7	demanding, charging, collecting or receiving such fee prior to fully performing each and every
8	service Respondent had contracted to perform or represented that he would perform, in violation
9	of Section 2944.7(a) of the Civil Code, as follows:
10	123. On or about December 9, 2012, Ismael Leon and his wife (collectively "Leon")
11	employed Respondent to negotiate a home mortgage loan modification for a property Leon
12	owned. At the time Leon hired Respondent, Leon was requested to pay an initial fee of \$2,000,
13	and thereafter pay \$495 a month.
14	124. On or about December 13, 2012, Leon paid Respondent \$1,000.
15	125. On or about January 3, 2013, Leon paid Respondent another \$1,000.
16	126. On or about January 16, 2013, Leon paid an additional \$495.
17	127. By on or about January 16, 2013, Leon had paid Respondent a total fee of \$2,495.
18	128. In or about February 2013, Leon terminated Respondent's services and requested a
19	refund of fees.
20	129. At the time Respondent charged or collected or received the \$2,495 advance fee he
21	had not fully performed each and every service he had contracted to or represented he would
22	perform.
23	130. By agreeing to negotiate a home mortgage loan modification for Leon and by
24	charging or collecting \$2,495 in fees from Leon 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
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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 Bulas of Declarational Construct Dula 1 200(A)
4	Rules of Professional Conduct, Rule 1-300(A) [Aiding the Unauthorized Practice of Law]
5	131. 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	132. The allegations of Count Twenty-Five are incorporated by reference.
8	133. At the time Leon retained Respondent on or about December 9, 2012,
9	Respondent's non-attorney agent met with Leon, evaluated Leon's legal needs, suggested a
10	course of action, set a fee for legal services, accepted Leon as a client of the firm and performed
11	legal services for Leon independently and without supervision by Respondent up through the
12	time Leon terminated Respondent's representation in or about February 2013.
13	134. By allowing a non-attorney agent to accept clients, evaluate legal needs and set
14	fees for legal services and perform legal services independently and without supervision by
15	Respondent as to Leon's legal matter, Respondent aided a person or entity in the unauthorized
16	practice of law.
17	COUNT TWENTY-SEVEN
18	Case No. 13-O-11890 Rules of Professional Conduct, rule 3-700(D)(2)
19	[Failure to Refund Unearned Fees]
20	135. 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	136. The allegations of Counts Twenty-Five and Twenty-Six are incorporated by
23	reference.
24	137. Respondent did not earn all of the advanced fees.
25	138. Respondent failed to promptly refund the advance fees Leon paid.
26	139. By failing to promptly refund the advance fees, Respondent failed to refund
27	promptly any part of a fee paid in advance that has not been earned.
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	- 18 - NOTICE OF DISCIPLINARY CHARGES

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1	COUNT TWENTY-EIGHT
2 3	Case No. 13-O-11890 Rules of Professional Conduct, rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]
4	140. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
5	failing to render appropriate accounts to a client regarding all funds coming into Respondent's
6	possession, as follows:
7	141. The allegations of Counts Twenty-Five through Twenty-Seven are incorporated by
8	reference.
9	142. To date, Respondent has failed to provide Leon with an accounting for the \$2,495
9 10	in advance fees.
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	143. By failing to provide Leon with an accounting for the \$2,495 in advanced fees,
12	Respondent failed to render appropriate accounts to a client regarding all funds coming into
13	Respondent's possession.
14	<u>COUNT TWENTY-NINE</u>
15 16	Case No. 13-O-11892 Business and Professions Code, section 6106.3 [Illegal Advanced Fee]
17	144. Respondent willfully violated Business and Professions Code, section 6106.3(a),
18	by negotiating, arranging or otherwise offering to perform a home mortgage loan modification,
19	or other form of home mortgage loan forbearance, for a fee paid by the borrower, and
20	demanding, charging, collecting or receiving 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) of the Civil Code, as follows:
23	145. On or about October 3, 2012, Julio Limon ("Limon") employed Respondent to
24	negotiate a home mortgage loan modification for a property Limon owned. At the time Limon
25	hired Respondent, Limon was requested to pay an initial fee of \$2,995, and thereafter pay \$495
26	a month.
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	- 19 -
	NOTICE OF DISCIPLINARY CHARGES

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1 146. Limon paid: \$1,000 on or about October 22, 2012; \$1,000 on or about November
 1, 2012; and \$995 on or about November 19, 2012. In addition, Limon paid: \$495 on or about
 December 5, 2012; and \$495 on or about December 26, 2012. Limon paid Respondent a total
 of \$3,995 for loan modification services.
 147. On or about January 8, 2013, Limon terminated Respondent's services and

6 requested a full refund.

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7 148. At the time Respondent charged or collected or received the \$3,995 advance fee he
8 had not fully performed each and every service he had contracted to or represented he would
9 perform.

10 149. By agreeing to negotiate a home mortgage loan modification for Limon and by 11 charging or collecting \$3,995 in fees from Limon 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.

COUNT THIRTY

Case No. 13-O-11892 Rules of Professional Conduct, Rule 1-300(A) [Aiding the Unauthorized Practice of Law]

20 150. 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:

151. The allegations of Count Twenty-Nine are incorporated by reference.

152. At the time Limon retained Respondent on or about October 3, 2012, Respondent's
non-attorney agent met with Limon, evaluated Limon's legal needs, suggested a course of
action, set a fee for legal services, accepted Limon as a client of the firm and performed legal
services for Limon independently and without supervision by Respondent up through the time
Limon terminated Respondent's representation on or about January 8, 2013.

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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	<u>COUNT THIRTY-ONE</u>
6 7	Case No. 13-O-11892 Rules of Professional Conduct, rule 3-700(D)(2) [Failure to Refund Unearned Fees]
8	154. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
9	failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:
10	155. The allegations of Counts Twenty-Nine and Thirty are incorporated by reference.
11	156. Respondent did not earn all of the advanced fees.
12	157. Respondent failed to promptly refund the advance fees Limon paid.
13	158. By failing to promptly refund the advance fees, Respondent failed to refund
14	promptly any part of a fee paid in advance that has not been earned.
15	COUNT THIRTY-TWO
16 17	Case No. 13-O-11892 Rules of Professional Conduct, rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]
18	159. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
19	failing to render appropriate accounts to a client regarding all funds coming into Respondent's
20	possession, as follows:
21	160. The allegations of Counts Twenty-Nine through Thirty-One are incorporated by
22	reference.
23	161. To date, Respondent has failed to provide Limon with an accounting for the \$3,995
24	in advance fees.
25	162. By failing to provide Limon with an accounting for the \$3,995 in advanced fees,
26	Respondent failed to render appropriate accounts to a client regarding all funds coming into
27	Respondent's possession.
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	- 21 - NOTICE OF DISCIPLINARY CHARGES

COUNT THIRTY-THREE

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

4 163. 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:

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

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

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

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

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

23 169. By agreeing to negotiate a home mortgage loan modification for Besha and 24 charging and collecting at least \$3,995 in fees from Besha when Respondent had not completed 25 all loan modification services he had agreed to perform, Respondent negotiated, arranged or 26 otherwise offered to perform a home 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 27 service Respondent had contracted to perform or represented that he would perform, in violation 28 - 22 -

1	of Section 2944.7(a)(1) of the Civil Code.
2	COUNT THIRTY-FOUR
3 4	Case No. 13-O-11899 Rules of Professional Conduct, Rule 1-300(A) [Aiding the Unauthorized Practice of Law]
5	170. 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	171. The allegations of Count Thirty-Three are incorporated by reference.
8	172. At the time Besha retained Respondent on or about January 10, 2013,
9	Respondent's non-attorney agent met with Besha, evaluated Besha's legal needs, suggested a
10	course of action, set a fee for legal services, accepted Besha as a client of the firm and
11	performed legal services for Besha independently and without supervision by Respondent up
12	through the time Besha terminated Respondent's representation in or about March 2013.
13	173. By allowing a non-attorney agent to accept clients, evaluate legal needs and set
14	fees for legal services and perform legal services independently and without supervision by
15	Respondent as to Besha's legal matter, Respondent aided a person or entity in the unauthorized
16	practice of law.
17	COUNT THIRTY-FIVE
18 19	Case No. 13-O-11899 Rules of Professional Conduct, rule 3-700(D)(2) [Failure to Refund Unearned Fees]
20	174. 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	175. The allegations of Counts Thirty-Three and Thirty-Four are incorporated by
23	reference.
24	176. Respondent did not earn all of the advanced fees.
25	177. Respondent failed to promptly refund the advance fees Besha paid.
26	178. By failing to promptly refund the advance fees, Respondent failed to refund
27	promptly any part of a fee paid in advance that has not been earned.
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	NOTICE OF DISCIPLINARY CHARGES

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1	COUNT THIRTY-SIX
2	Case No. 13-O-11899 Rules of Professional Conduct, rule 4-100(B)(3)
3	[Failure to Render Accounts of Client Funds]
4	179. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
5	failing to render appropriate accounts to a client regarding all funds coming into Respondent's
6	possession, as follows:
7	180. The allegations of Counts Thirty-Three through Thirty-Five are incorporated by
8	reference.
9	181. To date, Respondent has failed to provide Besha with an accounting for the \$3,995
10	in advance fees.
11	182. By failing to provide Besha with an accounting for the \$3,995 in advanced fees,
12	Respondent failed to render appropriate accounts to a client regarding all funds coming into
13	Respondent's possession.
14	COUNT THIRTY-SEVEN
15 16	Case No. 13-O-11944 Business and Professions Code, section 6106.3 [Illegal Advanced Fee]
17	183. Respondent willfully violated Business and Professions Code, section 6106.3(a),
18	by negotiating, arranging or otherwise offering to perform a home mortgage loan modification,
19	or other form of home mortgage loan forbearance, for a fee paid by the borrower, and
20	demanding, charging, collecting or receiving 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) of the Civil Code, as follows:
23	184. On or about December 14, 2012, Dionicio Salazar and his wife (collectively
24	"Salazar") employed Respondent to negotiate a home mortgage loan modification for a property
25	Salazar owned. At the time Salazar hired Respondent, Salazar was requested to pay an initial
26	fee of \$3,000 and thereafter pay \$495 a month.
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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 19	Case No. 13-O-11944 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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	NOTICE OF DISCIPLINARY CHARGES
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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 7	Case No. 13-O-11944 Rules of Professional Conduct, rule 3-700(D)(2) [Failure to Refund Unearned Fees]
8	194. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
9	failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:
10	195. The allegations of Counts Thirty-Seven and Thirty-Eight are incorporated by
11	reference.
12	196. Respondent did not earn all of the advanced fees.
13	197. Respondent failed to promptly refund the advance fees Salazar paid.
14	198. 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 FORTY
17 18	Case No. 13-O-11944 Rules of Professional Conduct, rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]
19	199. 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	200. The allegations of Counts Thirty-Seven through Thirty-Nine are incorporated by
23	reference.
24	201. To date, Respondent has failed to provide Salazar with an accounting for the \$3,990
25	in advance fees.
26	202. By failing to provide Salazar with an accounting for the \$3,990 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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	NOTICE OF DISCIPLINARY CHARGES

1	COUNT FORTY-ONE
2	Case No. 13-O-12087
3	Business and Professions Code, section 6106.3 [Illegal Advanced Fee]
4	203. Respondent willfully violated Business and Professions Code, section 6106.3(a),
5	by negotiating, arranging or otherwise offering to perform a home mortgage loan modification,
6	or other form of home mortgage loan forbearance, for a fee paid by the borrower, and
7	demanding, charging, collecting or receiving such fee prior to fully performing each and every
8	service Respondent had contracted to perform or represented that he would perform, in violation
9	of Section 2944.7(a) of the Civil Code, as follows:
10	204. On or about October 11, 2012, Maria Vera-Lopez and her husband (collectively
11	"Lopez") employed Respondent to negotiate a home mortgage loan modification for property
12	Lopez owned. At the time Lopez hired Respondent, Lopez was requested to pay an initial fee
13	of \$2,500, and thereafter pay \$495 a month.
14	205. Lopez paid: \$1,250 on or about October 12, 2012; and \$1,250 on or about October
15	31, 2012. In addition, Lopez paid \$495 on or about November 12, 2012. Lopez paid
16	Respondent a total of \$2,995 for loan modification services.
17	206. In or about December 2012, Lopez terminated Respondent's services and
18	requested a refund.
19	207. At the time Respondent charged or collected or received the \$2,995 advance fee he
20	had not fully performed each and every service he had contracted to or represented he would
21	perform.
22	208. By agreeing to negotiate a home mortgage loan modification for Lopez and by
23	charging or collecting \$2,995 in fees from Lopez when Respondent had not completed all loan
24	modification services he had agreed to perform, Respondent negotiated, arranged or otherwise
25	offered to perform a home mortgage loan modification for a fee paid by the borrower, and
26	demanded, charged, collected or received such fee prior to fully performing each and every
27	service Respondent had contracted to perform or represented that he would perform, in violation
28	of Section 2944.7(a)(1) of the Civil Code.
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1	<u>COUNT FORTY-TWO</u>
2 3	Case No. 13-O-12087 Rules of Professional Conduct, Rule 1-300(A) [Aiding the Unauthorized Practice of Law]
4	209. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by
5	aiding a person or entity in the unauthorized practice of law, as follows:
6	210. The allegations of Count Forty-One are incorporated by reference.
7	211. At the time Lopez retained Respondent on or about October 11, 2012,
8	Respondent's non-attorney agent met with Lopez, evaluated Lopez's legal needs, suggested a
9	course of action, set a fee for legal services, accepted Lopez as a client of the firm and
10	performed legal services for Lopez independently and without supervision by Respondent up
11	through the time Lopez terminated Respondent's representation in or about December, 2012.
12	212. By allowing a non-attorney agent to accept clients, evaluate legal needs and set
13	fees for legal services and perform legal services independently and without supervision by
14	Respondent as to Lopez's legal matter, Respondent aided a person or entity in the unauthorized
15	practice of law.
16	COUNT FORTY-THREE
17 18	Case No. 13-O-12087 Rules of Professional Conduct, rule 3-700(D)(2) [Failure to Refund Unearned Fees]
19	213. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
20	failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:
21	214. The allegations of Counts Forty-One and Forty-Two are incorporated by reference.
22	215. Respondent did not earn all of the advanced fees.
23	216. Respondent failed to promptly refund the advance fees Lopez paid.
24	217. By failing to promptly refund the advance fees, Respondent failed to refund
25	promptly any part of a fee paid in advance that has not been earned.
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	NOTICE OF DISCIPLINARY CHARGES

1	COUNT FORTY-FOUR
2	Case No. 13-O-12087
3	Rules of Professional Conduct, rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]
4	218. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
5	failing to render appropriate accounts to a client regarding all funds coming into Respondent's
6	possession, as follows:
7	219. The allegations of Counts Forty-One through Forty-Three are incorporated by
8	reference.
9	220. To date, Respondent has failed to provide Lopez with an accounting for the \$2,995
10	in advance fees.
11	221. By failing to provide Lopez with an accounting for the \$2,995 in advanced fees,
12	Respondent failed to render appropriate accounts to a client regarding all funds coming into
13	Respondent's possession.
14	COUNT FORTY-FIVE
15 16	Case No. 13-O-12471 Business and Professions Code, section 6106.3 [Illegal Advanced Fee]
17	222. Respondent willfully violated Business and Professions Code, section 6106.3(a),
18	by negotiating, arranging or otherwise offering to perform a home mortgage loan modification,
19	or other form of home mortgage loan forbearance, for a fee paid by the borrower, and
20	demanding, charging, collecting or receiving 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) of the Civil Code, as follows:
23	223. On or about November 30, 2012, Rogelio Perez ("Perez") employed Respondent to
24	negotiate a home mortgage loan modification for a property Perez owned. At the time Perez
25	hired Respondent, Perez was requested to pay an initial fee of \$3,500, and \$495 monthly
26	thereafter.
27	224. On that same date, Perez agreed to pay Respondent \$1,500 on or about December
28	1, 2012 and an additional \$2,000 to Respondent on or about December 15, 2012 by automatic
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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.

226. On or about December 12, 2012, Perez terminated Respondent's services, placed a 4 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.

228. By agreeing to negotiate a home mortgage loan modification for Perez and 10 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.

COUNT FORTY-SIX

Case No. 13-O-12471 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:

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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 course of action, set a fee for legal services, accepted Perez as a client of the firm and performed 25 legal services for Perez independently and without supervision by Respondent up through the 26 time Perez terminated Respondent's representation on or about December 12, 2012. 27 111

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1	232. By allowing a non-attorney agent to accept clients, evaluate legal needs and set
	for the local contract and nonformation independently and without supervision by
2	fees for legal services and perform legal services independently and without supervision by
3	Respondent as to Perez's legal matter, Respondent aided a person or entity in the unauthorized
4	practice of law.
5	COUNT FORTY-SEVEN
6 7	Case No. 13-O-12471 Rules of Professional Conduct, rule 3-700(D)(2) [Failure to Refund Unearned Fees]
8	233. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by
9	failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:
10	234. The allegations of Counts Forty-Five and Forty-Six are incorporated by reference.
11	235. Respondent did not earn all of the advanced fees.
12	236. Respondent failed to promptly refund the advance fees Perez paid.
13	237. By failing to promptly refund the advance fees, Respondent failed to refund
14	promptly any part of a fee paid in advance that has not been earned.
15	COUNT FORTY-EIGHT
16 17	Case No. 13-O-12471 Rules of Professional Conduct, rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]
18	238. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by
19	failing to render appropriate accounts to a client regarding all funds coming into Respondent's
20	possession, as follows:
21	239. The allegations of Counts Forty-Five through Forty-Seven are incorporated by
22	reference.
23	240. To date, Respondent has failed to provide Perez with an accounting for the \$1,500
24	in advance fees.
25	241. By failing to provide Perez with an accounting for the \$1,500 in advanced fees,
26	Respondent failed to render appropriate accounts to a client regarding all funds coming into
27	Respondent's possession.
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	NOTICE OF DISCIPLINARY CHARGES

1	COUNT FORTY-NINE
2	Case No. 13-O-12475 Business and Professions Code, section 6106.3
3	[Illegal Advanced Fee]
4	242. Respondent willfully violated Business and Professions Code, section 6106.3(a),
5	by negotiating, arranging or otherwise offering to perform a home mortgage loan modification,
6	or other form of home mortgage loan forbearance, for a fee paid by the borrower, and
7	demanding, charging, collecting or receiving such fee prior to fully performing each and every
8	service Respondent had contracted to perform or represented that he would perform, in violation
9	of Section 2944.7(a) of the Civil Code, as follows:
10	243. On or about November 17, 2012, Barbara Ojeda ("Ojeda") employed Respondent
11	to negotiate a home mortgage loan modification for a property Ojeda owned and signed a
12	Retainer Agreement with Respondent's non-attorney agent.
13	244. The Retainer Agreement called for an initial payment of \$2,000 and \$495 each
14	month thereafter.
15	245. On or about November 28, 2012, Ojeda paid Respondent \$2,000 for the loan
16	modification work, pursuant to the Retainer Agreement.
17	246. On or about January 2, 2013 and January 28, 2013, Ojeda made two monthly
18	payments to Respondent.
19	247. By on or about January 28, 2013, Ojeda paid Respondent a total of approximately
20	\$2,990.
21	248. In or about February 2013, Ojeda terminated Respondent's services and requested
22	a refund of the \$2,990 in fees already received by Respondent.
23	249. At the time Respondent charged or collected or received the \$2,990 advance fee he
24	had not fully performed each and every service he had contracted to or represented he would
25	perform.
26	250. By agreeing to negotiate a home mortgage loan modification for Ojeda and
27	charging or collecting \$2,990 in fees from Ojeda when Respondent had not completed all loan
28	modification services he had agreed to perform, Respondent negotiated, arranged or otherwise
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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	<u>COUNT FIFTY</u>				
6 7	Case No. 13-O-12475 Rules of Professional Conduct, Rule 1-300(A) [Aiding the Unauthorized Practice of Law]				
8	251. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by				
9	aiding a person or entity in the unauthorized practice of law, as follows:				
10	252. The allegations of Count Forty-Nine are incorporated by reference.				
11	253. At the time Ojeda retained Respondent on or about November 17, 2012,				
12	Respondent's non-attorney agent met with Ojeda, evaluated Ojeda's legal needs, suggested a				
13	course of action, set a fee for legal services, accepted Ojeda as a client of the firm and				
14	performed legal services for Ojeda independently and without supervision by Respondent up				
15	through the time Ojeda terminated Respondent's representation in or about February 2013.				
16	254. By allowing a non-attorney agent to accept clients, evaluate legal needs and set				
17	fees for legal services and perform legal services independently and without supervision by				
18	Respondent as to Ojeda's legal matter, Respondent aided a person or entity in the unauthorized				
19	practice of law.				
20	COUNT FIFTY-ONE				
21	Case No. 13-O-12475 Rules of Professional Conduct, rule 3-700(D)(2)				
22	[Failure to Refund Unearned Fees]				
23	255. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by				
24	failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:				
25	256. The allegations of Counts Forty-Nine and Fifty are incorporated by reference.				
26	257. Respondent did not earn all of the advanced fees.				
27	258. Respondent failed to promptly refund the advance fees Ojeda paid.				
28	259. By failing to promptly refund the advance fees, Respondent failed to refund				
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1	promptly any part of a fee paid in advance that has not been earned.				
2	COUNT FIFTY-TWO				
3 4	Case No. 13-O-12475 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 17	Case No. 13-O-12479 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.				
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1	267. On November 8, 2012 and November 20, Tejada made two payments to				
2	Respondent pursuant to the retainer agreement. Tejada paid Respondent a total of				
3	approximately \$2,500 by on or about November 20, 2013.				
4	268. On or about February 8, 2013, Tejada terminated Respondent's services and				
5	requested a refund of the \$2,500 in fees already received by Respondent.				
6	269. At the time Respondent charged or collected or received the \$2,500 advance fee he				
7	had not fully performed each and every service he had contracted to or represented he would				
8	perform.				
9	270. By agreeing to negotiate a home mortgage loan modification for Tejada and				
10	charging or collecting \$2,500 in fees from Tejada when Respondent had not completed all loan				
11	modification services he had agreed to perform, Respondent negotiated, arranged or otherwise				
12	offered to perform a home mortgage loan modification for a fee paid by the borrower, and				
13	demanded, charged, collected or received such fee prior to fully performing each and every				
14	service Respondent had contracted to perform or represented that he would perform, in violation				
15	of Section 2944.7(a)(1) of the Civil Code.				
16	COUNT FIFTY-FOUR				
17 18	Case No. 13-O-12479 Rules of Professional Conduct, Rule 1-300(A) [Aiding the Unauthorized Practice of Law]				
19	271. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by				
20	aiding a person or entity in the unauthorized practice of law, as follows:				
21	272. The allegations of Count Fifty-Three are incorporated by reference.				
22	273. At the time Tejada retained Respondent on or about October 21, 2012,				
23	Respondent's non-attorney agent met with Tejada, evaluated Tejada's legal needs, suggested a				
24	course of action, set a fee for legal services, accepted Tejada as a client of the firm and				
25	performed legal services for Tejada independently and without supervision by Respondent up				
26	through the time Tejada terminated Respondent's representation on or about February 8, 2013.				
27	274. By allowing a non-attorney agent to accept clients, evaluate legal needs and set				
28	fees for legal services and perform legal services independently and without supervision by				
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	NOTICE OF DISCIPLINARY CHARGES				

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 5	Case No. 13-O-12479 Rules of Professional Conduct, rule 3-700(D)(2) [Failure to Refund Unearned Fees]				
6	275. Respondent wilfully violated Rules of Professional Conduct, rule 3-700(D)(2), by				
7	failing to refund promptly any part of a fee paid in advance that has not been earned, as follows:				
8	276. The allegations of Counts Fifty-Three and Fifty-Four are incorporated by				
9	reference.				
10	277. Respondent did not earn all of the advanced fees.				
11	278. Respondent failed to promptly refund the advance fees Tejada paid.				
12	By failing to promptly refund the advance fees, Respondent failed to refund promptly any part				
12	of a fee paid in advance that has not been earned.				
13					
14	COUNT FIFTY-SIX				
16	Case No. 13-O-12479 Rules of Professional Conduct, rule 4-100(B)(3) [Failure to Render Accounts of Client Funds]				
17	279. Respondent wilfully violated Rules of Professional Conduct, rule 4-100(B)(3), by				
18	failing to render appropriate accounts to a client regarding all funds coming into Respondent's				
19	possession, as follows:				
20	280. The allegations of Counts Fifty-Three through Fifty-Five are incorporated by				
21	reference.				
22	281. To date, Respondent has failed to provide Tejada with an accounting for the \$2,500				
23	in advance fees.				
24	282. By failing to provide Tejada with an accounting for the \$2,500 in advanced fees,				
25	Respondent failed to render appropriate accounts to a client regarding all funds coming into				
26	Respondent's possession.				
27	///				
28	///				
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	NOTICE OF DISCIPLINARY CHARGES				

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1	COUNT FIFTY-SEVEN					
2	Case No.'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;					
3 4	13-O-12087; 13-O-12471; 13-O-12475; 13-O-12479; Business and Professions Code section 6106 [Moral Turpitude]					
5	283. Respondent wilfully violated Business and Professions Code section 6106, by					
6	committing an act or acts involving moral turpitude, dishonesty or corruption, as follows:					
7	284. The allegations of Counts One through Fifty-Six are incorporated by reference.					
8	285. In or about December 2009, Respondent met with Alfred Clausen and Josh Cobb,					
9	the owners and operators of Clausen & Cobb Management, Inc. (collectively "CCMI") to					
10	discuss the services that CCMI offered to attorneys.					
11	286. Prior to meeting with Alfred Clausen and Josh Cobb, Respondent was aware that					
12	Alfred Clausen and Josh Cobb had in the past formed partnerships with other attorneys who					
13	agreed and authorized Alfred Clausen and Josh Cobb to operate and manage their law office in					
14	violation of the Rules of Professional Conduct and California law.					
15	287. In or about December 2009, after their meeting, Respondent and CCMI entered into					
16	an agreement regarding loan modification services ("Loan Modification Partnership"). Under					
17	the Loan Modification Partnership, CCMI agreed to open a new location for Respondent's law					
18	office, staff the location with CCMI employees who, independently and without supervision by					
19	Respondent, would personally meet with clients to sell Respondent's loan modification					
20	services, pay all expenses associated with the operation of the office, including but not limited					
21	to payroll, utilities, rent and advertising. In exchange, under the Loan Modification Partnership,					
22	Respondent would pay over to CCMI a specified percentage of the legal fee revenues generated					
23	through the Office with CCMI.					
24	288. Thereafter, as the number of clients retained through the Loan Modification					
25	Partnership grew, Respondent and CCMI agreed to open additional locations. All of the office					
26	locations opened by CCMI were managed and operated by CCMI.					
27	289. At all times relevant herein, CCMI operated Respondent's loan modification law					
28	practice at office locations publicly known as the Siringoringo Law Office or the Law Offices					

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 Besha, 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.

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

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

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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; 13-O-11863; 13-O-11890; 13-O-11892; 13-O-11899; 13-O-11944; 5 13-O-12087; 13-O-12471; 13-O-12475; 13-O-12479; Business and Professions Code section 6106 6 [Moral Turpitude] 7 295. Respondent wilfully violated Business and Professions Code section 6106, by 8 committing an act or acts involving moral turpitude, dishonesty or corruption, as follows: 9 296. The allegations of Counts One through Fifty-Seven are incorporated by reference. 10 297. At all relevant times herein, the public, including but not limited to Clients, if 11 qualified pursuant to the established guidelines, would use the Home Affordable Modification 12 Program ("HAMP") to lower their monthly mortgage payments, interest rate or principal 13 balance. 14 298. At all relevant times herein, Respondent and/or CCMI developed a series of spreadsheet documents (collectively "Spreadsheets") to determine if a prospective client would 15 16 be eligible for a loan modification pursuant to the HAMP guidelines based on a prospective 17 client's income, expenses, loan balance, loan payment, interest rate, loan term and hardship, 18 among other things. 19 299. Respondent knew, or was grossly negligent in not knowing, that CCMI staff used the Spreadsheets at all office locations publicly known as the Siringoringo Law Office or the 20 21 Law Offices of Stephen L. Siringoringo. 22 300. Respondent knew, or was grossly negligent in not knowing, that CCMI staff 23 represented to the public, including Clients, that by inputting their particular financial and loan 24 information into the Spreadsheet, the Spreadsheet could determine if they would qualify for a 25 loan modification pursuant to HAMP because Spreadsheet was the same tool used by lenders to determine a borrower's eligibility for a loan modification pursuant to HAMP. 26 27 301. Respondent permitted and/or allowed CCMI staff to falsify distort, alter and/or 28 change the true financial and loan information inputted into the Spreadsheet to ensure that the - 39 -

potential client, including Clients qualified for a loan modification pursuant to HAMP when in
 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.

303. Respondent permitted and/or allowed CCMI staff to use the Spreadsheet as pretext
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.

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

COUNT FIFTY-NINE

Case No.'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; Business and Professions Code section 6106 [Moral Turpitude]

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

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

307. Respondent habitually disregarded his loan modification law practice publicly
known as Siringoringo Law Office or the Law Offices of Stephen L. Siringoringo allowing
CCMI, independently and without supervision by Respondent, to perform legal services,
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

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1	Stephen L. Siringoringo by accepting retainer agreements and retainer fees obtained by CCMI					
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	ССМІ.					
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 COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE					
10	SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO					
11	THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE					
12	ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE RECOMMENDED BY THE COURT.					
13						
14	NOTICE - COST ASSESSMENT!					
15	IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS					
16	INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF THIS MATTER PURSUANT TO					
17	BUSINESS AND PROFESSIONS CODE SECTION 6086.10.					
18	Respectfully submitted,					
19	THE STATE BAR OF CALIFORNIA OFFICE OF THE CHIEF TRIAL COUNSEL					
20 21						
21	DATED: September 12, 2013 By:					
22	ASHOD MOORADIAN Senior Trial Counsel					
24						
25						
26						
20						
28						
	- 41 -					
	NOTICE OF DISCIPLINARY CHARGES					

DECLARATION OF SERVICE

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)) By U.S. Certified Mail: (CCP §§ 1013 and 1013(a)) - in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles. By Overnight Delivery: (CCP §§ 1013(c) and 1013(d)) - I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS'). By Fax Transmission: (CCP §§ 1013(e) and 1013(f)) Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request. By Electronic Service: (CCP § 1010.6) Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. (for U.S. First-class Mail) in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: (see below) (for certified Mail) in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article No.: 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) **Courtesy Copy to:** Person Served **Business-Residential Address** Fax Number Century Law Group LLP Edward O. Lear 5200 W Century Blvd #345 **Electronic Address** Los Angeles, CA 90045

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:	Cm	$c \cdot 7$	
	Charles C. Bagai Declarant	0	