

**State Bar Court of California
Hearing Department
Los Angeles
DISBARMENT**

ORIGINAL

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| Counsel For The State Bar Erin McKeown Joyce Senior Trial Counsel Agustin Hernandez Deputy Trial Counsel 845 South Figueroa Street Los Angeles, California 90017-2515 (213) 765-1356 Bar # 149946 | Case Number(s): 13-N-17724-RAP 13-O-11127, 13-O-11326, 13-O-11362, 13-O-11365, 13-O-11847, 13-O-11881, 13-O-11983, 13-O-11984, 13-O-12006, 13-O-12086, 13-O-12108, 13-O-12160, 13-O-12200, 13-O-12202, 13-O-12203, 13-O-12205, 13-O-12305, 13-O-12309, 13-O-12452, 13-O-12522, 13-O-12545, 13-O-12605, 13-O-12755, 13-O-12802, 13-O-12852, 13-O-12853, 13-O-12856, 13-O-12894, 13-O-13051, 13-O-13805, 13-O-13928, 13-O-14828, 13-O-15586, 13-O-17057, 13-O-17469, 14-O-00527, 14-O-00874, 14-O-01124, 14-O-01125, 14-O-02981. | For Court use only FILED SEP 12 2014 STATE BAR COURT CLERK'S OFFICE LOS ANGELES |
| In Pro Per Respondent Sameer A. Qadri 310 N. Indian Hill Boulevard, #615 Claremont, CA 91711 (909) 573-4642 Bar # 276011 | Submitted to: Assigned Judge | |
| In the Matter of: SAMEER A. QADRI Bar # 276011 A Member of the State Bar of California (Respondent) | STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT DISBARMENT <input type="checkbox"/> PREVIOUS STIPULATION REJECTED | |

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

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted **May 16, 2011**.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of **(44)** pages, not including the order.



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

B. Aggravating Circumstances [Standards for Attorney Sanctions for Professional Misconduct, standards 1.2(f) & 1.5]. Facts supporting aggravating circumstances are required.

- (1) ☒ **Prior record of discipline**
 - (a) ☒ State Bar Court case # of prior case **12-O-14323, et al.**
 - (b) ☒ Date prior discipline effective **September 27, 2013**
 - (c) ☒ Rules of Professional Conduct/ State Bar Act violations: **Two counts of violating Business and Professions Code section 6106.3 [accepting advanced fees for loan modification services]; two counts of violating rule 3-110(A) of the Rules of Professional Conduct [failing to perform with competence]; two counts of violating rule 1-300(B) of the Rules of Professional Conduct [unauthorized practice of law in another jurisdiction]; and two counts of violating rule 4-200(A) of the Rules of Professional Conduct [collecting illegal fees].**
 - (d) ☒ Degree of prior discipline **90 days of actual suspension, two-year stayed suspension and two years of probation.**
 - (e) ☐ If respondent has two or more incidents of prior discipline, use space provided below:
- (2) ☐ **Dishonesty:** Respondent's misconduct was intentional, surrounded by, or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.

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- (3) ☐ **Trust Violation:** Trust funds or property were involved and respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) ☒ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. **See page 41 of the Attachment to the Stipulation Re Facts, Conclusions of Law and Disposition for a fuller explanation of this aggravating circumstance.**
- (5) ☐ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) ☐ **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) ☒ **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. **See page 41 of the Attachment to the Stipulation Re Facts, Conclusions of Law and Disposition for a fuller explanation of this aggravating circumstance.**
- (8) ☐ **Restitution:** Respondent failed to make restitution.
- (9) ☐ **No aggravating circumstances** are involved.

Additional aggravating circumstances:

C. Mitigating Circumstances [see standards 1.2(g) & 1.6]. Facts supporting mitigating circumstances are required.

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

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- (9) ☐ **Severe Financial Stress:** At the time of the misconduct, respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) ☐ **Family Problems:** At the time of the misconduct, respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) ☐ **Good Character:** Respondent's extraordinarily good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) ☐ **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by subsequent rehabilitation.
- (13) ☐ **No mitigating circumstances** are involved.

Additional mitigating circumstances:

Pretrial stipulation - See page 41 of the Attachment to the Stipulation Re Facts, Conclusions of Law and Disposition for a fuller explanation and factual basis for this mitigating circumstance.

D. Discipline: Disbarment.

E. Additional Requirements:

- (1) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (2) ☒ **Restitution:** Respondent must make restitution to **Hooshang Roohani** in the amount of \$ **1,500.00** plus 10 percent interest per year from **March 26, 2012**. If the Client Security Fund has reimbursed **Hooshang Roohani** for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than **N/A** days from the effective date of the Supreme Court order in this case.
- (3) ☒ **Other: Further Restitution:**

Respondent must make restitution to the following claimants in the amounts listed below plus 10 percent interest per year from the dates listed below. If the Client Security Fund has reimbursed any of the claimants for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5

| Payee | Principal Amount | Interest Accrues From |
|----------------------------------|------------------|-----------------------|
| Russell Avery | \$6,600.00 | March 21, 2012 |
| Joseph and Deborah Fagone | \$3,500.00 | February 14, 2012 |
| David Eastin | \$5,590.00 | July 23, 2012 |
| Paula Jones | \$3,600.00 | November 20, 2012 |
| Eric Egan | \$3,690.00 | September 1, 2012 |
| Richard and Darlene McCall | \$6,401.00 | September 10, 2012 |
| Maryann Chaudhry | \$4,150.00 | November 13, 2012 |
| Jeff Nemeth | \$3,350.00 | April 10, 2012 |
| Melissa Purcell | \$3,700.00 | November 23, 2012 |
| George Siconio | \$3,500.00 | October 30, 2012 |
| Modesta Palacio | \$3,726.00 | November 15, 2012 |
| Julie and John Canelos | \$4,410.00 | August 1, 2012 |
| Carol Minor | \$3,401.23 | October 27, 2011 |
| Timothy and Sarah O'Brien | \$3,671.23 | August 1, 2012 |
| Donna Sickler | \$3,445.00 | August 27, 2012 |
| Elvin Biso | \$3,445.00 | June 14, 2012 |
| William McWilliams | \$5,002.74 | May 22, 2012 |
| Timothy Kim | \$1,000.00 | June 8, 2012 |
| Ishrat Kahn | \$2,250.00 | September 24, 2012 |
| Antonio Sebastiao | \$2,950.00 | December 12, 2012 |
| Kevin Perrell | \$3,625.00 | May 23, 2012 |
| Egbert Lovelock | \$3,637.50 | September 26, 2012 |
| Louisa Centeno | \$3,495.00 | October 25, 2012 |
| Leslie Marshall | \$2,860.00 | June 1, 2012 |
| Stephen Buccini | \$3,651.00 | October 19, 2012 |
| Maurice and Kimberly Toenniessen | \$2,700.00 | June 5, 2012 |
| Kevin Davis | \$3,000.00 | December 27, 2012 |
| Christine Flintoff | \$3,650.00 | December 6, 2012 |
| Florence Krutchie | \$3,495.00 | March 6, 2012 |

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| | | |
|----------------------------------|---------------------|-------------------|
| Salvatore Quinto | \$3,620.00 | March 30, 2012 |
| Yaw Konadu | \$3,750.00 | May 14, 2012 |
| Graciano Clause | \$3,550.00 | November 21, 2012 |
| Nancy Wheeler and Peter Crossman | \$4,505.00 | September 1, 2011 |
| Maurice Hill | \$3,425.00 | April 9, 2012 |
| Leyda Montalvo | \$3,750.00 | May 17, 2012 |
| Corrine Myers | \$4,000.00 | May 31, 2012 |
| Garnilus and Michael Joseph | \$4,000.00 | June 18, 2012 |
| Lucy Alvarez | \$3,613.00 | June 1, 2012 |
| TOTAL: | \$143,208.70 | |

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF SAMEER A. QADRI

CASE NUMBERS: 13-N-17724; 13-O-11127, 13-O-11326, 13-O-11362, 13-O-11365, 13-O-11847, 13-O-11881, 13-O-11983, 13-O-11984, 13-O-12006, 13-O-12086, 13-O-12108, 13-O-12160, 13-O-12200, 13-O-12202, 13-O-12203, 13-O-12205, 13-O-12305, 13-O-12309, 13-O-12452, 13-O-12522, 13-O-12545, 13-O-12605, 13-O-12755, 13-O-12802, 13-O-12852, 13-O-12853, 13-O-12856, 13-O-12894, 13-O-13051, 13-O-13805, 13-O-13928, 13-O-14828, 13-O-15586, 13-O-17057, 13-O-17469, 14-O-00527, 14-O-00874, 14-O-01124, 14-O-01125 and 14-O-02981

FACTS AND CONCLUSIONS OF LAW

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

Case No. 13-N-17724 (Failure to Comply with Rule of Court 9.20)

FACTS:

1. On August 28, 2013, the California Supreme Court issued an order effective September 27, 2013, placing Respondent on 90 days actual suspension from the practice of law. In connection with the August 28, 2013 Supreme Court order, Respondent was required to comply with Rule 9.20 of the California Rules of Court.
2. Respondent received the August 28, 2013 Supreme Court Order.
3. The August 28, 2013 Supreme Court order was effective September 27, 2012.
4. The August 28, 2013 Supreme Court order required that Respondent comply with Rule 9.20, by performing the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 days, respectively, after the effective date of the order.
5. The August 28, 2013 Supreme Court order required that Respondent comply with subdivision (a) of Rule 9.20 no later than November 6, 2013, by notifying all clients and any co-counsel of his suspension, delivering to all clients any papers or other property to which the clients are entitled, refunding any unearned attorney fees, notifying opposing counsel and adverse parties of his suspension, and filing a copy of the required notice with the court, agency, or tribunal before which the litigation is pending.
6. The August 28, 2013 Supreme Court order also required that Respondent comply with subdivision (c) of Rule 9.20 no later than November 16, 2013, by filing with the Clerk of the State Bar Court an affidavit showing that he fully complied with those provisions of the August 28, 2013 order regarding Rule 9.20.

7. To date, Respondent has not filed the affidavit required by subdivision (c) of Rule 9.20 with the State Bar Court.

CONCLUSIONS OF LAW:

8. By failing to file his affidavit showing he fully complied with California Rule of Court 9.20 by November 16, 2013, Respondent wilfully violated Rule 9.20 of the California Rules of Court.

Case No. 13-O-11127 (Hooshang Roohani)

FACTS:

9. On March 26, 2012, Hooshang Roohani hired Respondent to obtain a loan modification on his home in Virginia. Roohani is a resident of Virginia.

10. Roohani paid Respondent \$1,500 in advanced attorney fees for the loan modification legal work he was hired to perform.

11. Virginia Rule of Professional Conduct 5.5 and Code of Virginia section 54.1-3904 define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

12. Respondent provided loan modification legal services in Virginia.

13. The loan modification legal services provided by Respondent constitute the practice of law in Virginia.

14. Respondent is not and has never been admitted to practice law in Virginia.

15. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Roohani in Virginia.

CONCLUSIONS OF LAW:

16. By performing loan modification legal services in Virginia for Roohani, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

17. By charging and collecting a fee from Roohani, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-11326 (Russell Avery)

FACTS:

18. On March 21, 2012, Russell Avery hired Respondent to obtain a loan modification on his home in New Jersey. Avery is a resident of New Jersey.

19. Avery paid Respondent \$6,600 in advanced attorney fees for the loan modification legal work he was hired to perform.

20. New Jersey Rule of Professional Conduct 5.5 and New Jersey Statute Annotated 2C:21-22, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

21. Respondent provided loan modification legal services in New Jersey.

22. The loan modification legal services provided by Respondent constitute the practice of law in New Jersey.

23. Respondent is not and has never been admitted to practice law in New Jersey.

24. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Avery in New Jersey.

CONCLUSIONS OF LAW:

25. By performing loan modification legal services in New Jersey for Avery, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

26. By charging and collecting a fee from Avery, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-11362 (Larry Schinke)

FACTS:

27. On March 25, 2012, Larry Schinke hired Respondent to obtain a loan modification on his home in Minnesota. Schinke is a resident of Minnesota.

28. Schinke paid Respondent \$3,500 in advanced attorney fees for the loan modification legal work he was hired to perform.

29. Minnesota Rule of Professional Conduct 5.5 and Minnesota Statute Annotated section 481.02, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

30. Respondent provided loan modification legal services in Minnesota.

31. The loan modification legal services provided by Respondent constitute the practice of law in Minnesota.

32. Respondent is not and has never been admitted to practice law in Minnesota.

33. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Schinke in Minnesota.

CONCLUSIONS OF LAW:

34. By performing loan modification legal services in Minnesota for Schinke, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

35. By charging and collecting a fee from Schinke, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-11365 (Joseph and Deborah Fagone)

FACTS:

36. On February 14, 2012, Joseph and Deborah Fagone hired Respondent to obtain a loan modification on their home in Massachusetts. The Fagones are residents of Massachusetts.

37. The Fagones paid Respondent \$3,500 in advanced attorney fees for the loan modification legal work he was hired to perform.

38. Massachusetts Rule of Professional Conduct 5.5 and Massachusetts General Law Annotated Chapter 221 section 46A, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

39. Respondent provided loan modification legal services in Massachusetts.

40. The loan modification legal services provided by Respondent constitute the practice of law in Massachusetts.

41. Respondent is not and has never been admitted to practice law in Massachusetts.

42. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for the Fagones in Massachusetts.

CONCLUSIONS OF LAW:

43. By performing loan modification legal services in Massachusetts for the Fagones, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

44. By charging and collecting a fee from the Fagones, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-11847 (David Eastin)

FACTS:

45. On July 23, 2012, David Eastin hired Respondent to obtain a loan modification on his home in Massachusetts. Eastin is a resident of Massachusetts.

46. Eastin paid Respondent \$5,590 in advanced attorney fees for the loan modification legal work he was hired to perform.

47. Massachusetts Rule of Professional Conduct 5.5 and Massachusetts General Law Annotated Chapter 221 section 46A, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

48. Respondent provided loan modification legal services in Massachusetts.

49. The loan modification legal services provided by Respondent constitute the practice of law in Massachusetts.

50. Respondent is not and has never been admitted to practice law in Massachusetts.

51. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Eastin in Massachusetts.

52. On March 15, 2013, Respondent sent Eastin a letter notifying Eastin that he would not be performing any additional legal services for Eastin, and offering to return client files to Eastin upon request.

53. On March 22, 2013, Eastin requested that Respondent return Eastin's client file. Respondent received the request from Eastin, but never provided the client file to Eastin.

CONCLUSIONS OF LAW:

54. By performing loan modification legal services in Massachusetts for Eastin, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

55. By charging and collecting a fee from Eastin, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

56. By failing to return to Eastin his client file upon request, after Respondent terminated his employment with Eastin, Respondent failed to release promptly, after termination of Respondent's

employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 13-O-11881 (Paula Jones)

FACTS:

57. On November 20, 2012, Paula Jones hired Respondent to obtain a loan modification on her home in New York. Jones is a resident of New York.

58. Jones paid Respondent \$5,590 in advanced attorney fees for the loan modification legal work he was hired to perform.

59. New York Judiciary Law section 478, defines the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

60. Respondent provided loan modification legal services in New York.

61. The loan modification legal services provided by Respondent constitute the practice of law in New York.

62. Respondent is not and has never been admitted to practice law in New York.

63. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Jones in New York.

64. On March 15, 2013, Respondent sent Jones a letter notifying Jones that he would not be performing any additional legal services for Jones, and offering to return client files to Jones upon request.

65. On February 12, 2014, Jones requested that Respondent return Jones' client file. Respondent received the request from Jones, but never provided the client file to Jones.

CONCLUSIONS OF LAW:

66. By performing loan modification legal services in New York for Jones, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

67. By charging and collecting a fee from Jones, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

68. By failing to return to Jones her client file upon request, after Respondent terminated his employment with Jones, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 13-O-11983 (Eric Egan)

FACTS:

69. On September 1, 2012, Eric Egan hired Respondent to obtain a loan modification on his home in New York. Jones is a resident of New York.

70. Egan paid Respondent \$3,690 in advanced attorney fees for the loan modification legal work he was hired to perform.

71. New York Judiciary Law section 478, defines the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

72. Respondent provided loan modification legal services in New York.

73. The loan modification legal services provided by Respondent constitute the practice of law in New York.

74. Respondent is not and has never been admitted to practice law in New York.

75. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Egan in New York.

CONCLUSIONS OF LAW:

76. By performing loan modification legal services in New York for Egan, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

77. By charging and collecting a fee from Egan, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-11984 (Richard and Darlene McCall)

FACTS:

78. On September 10, 2012, Richard and Darlene McCall hired Respondent to obtain a loan modification on their home in Rhode Island. The McCalls are residents of Rhode Island.

79. The McCalls paid Respondent \$6,401 in advanced attorney fees for the loan modification legal work he was hired to perform.

80. Rhode Island Disciplinary Rules of Professional Conduct 5.5 and Rhode Island General Law section 11-27-5, define the practice of law as any service rendered involving legal knowledge or

legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

81. Respondent provided loan modification legal services in Rhode Island.

82. The loan modification legal services provided by Respondent constitute the practice of law in Rhode Island.

83. Respondent is not and has never been admitted to practice law in Rhode Island.

84. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for the McCalls in Rhode Island.

85. On March 15, 2013, Respondent sent the McCalls a letter notifying the McCalls that he would not be performing any additional legal services for the McCalls, and offering to return client files to the McCalls upon request.

86. On March 26, 2013, the McCalls requested that Respondent return the McCalls' client file. Respondent received the request from the McCalls, but never provided the client file to the McCalls.

CONCLUSIONS OF LAW:

87. By performing loan modification legal services in Rhode Island for the McCalls, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

88. By charging and collecting a fee from the McCalls, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

89. By failing to return to the McCalls their client file upon request, after Respondent terminated his employment with the McCalls, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 13-O-12006 (Maryann Chaudhry)

FACTS:

90. On November 13, 2012, Maryann Chaudhry hired Respondent to obtain a loan modification on her home in New Jersey. Chaudhry is a resident of New Jersey.

91. Chaudhry paid Respondent \$4,150 in advanced attorney fees for the loan modification legal work he was hired to perform.

92. New Jersey Rule of Professional Conduct 5.5 and New Jersey Statute Annotated 2C:21-22, define the practice of law as any service rendered involving legal knowledge or legal advice,

whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

93. Respondent provided loan modification legal services in New Jersey.

94. The loan modification legal services provided by Respondent constitute the practice of law in New Jersey.

95. Respondent is not and has never been admitted to practice law in New Jersey.

96. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Chaudhry in New Jersey.

97. On March 15, 2013, Respondent sent Chaudry a letter notifying Chaudry that he would not be performing any additional legal services for Chaudry, and offering to return client files to Chaudry upon request.

98. On March 24, 2013, Chaudhry requested that Respondent return Chaudhry's client file. Respondent received the request from Chaudhry, but never provided the client file to Chaudhry.

CONCLUSIONS OF LAW:

99. By performing loan modification legal services in New Jersey for Chaudhry, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

100. By charging and collecting a fee from Chaudry, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

101. By failing to return to Chaudhry her client file upon request, after Respondent terminated his employment with Chaudhry, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 13-O-12086 (Jeff Nemeth)

FACTS:

102. On April 10, 2012, Jeff Nemeth hired Respondent to obtain a loan modification on his home in New Jersey. Nemeth is a resident of New Jersey.

103. Nemeth paid Respondent \$3,350 in advanced attorney fees for the loan modification legal work he was hired to perform.

104. New Jersey Rule of Professional Conduct 5.5 and New Jersey Statute Annotated 2C:21-22, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

105. Respondent provided loan modification legal services in New Jersey.

106. The loan modification legal services provided by Respondent constitute the practice of law in New Jersey.

107. Respondent is not and has never been admitted to practice law in New Jersey.

108. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Nemeth in New Jersey.

CONCLUSIONS OF LAW:

109. By performing loan modification legal services in New Jersey for Nemeth, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

110. By charging and collecting a fee from Nemeth, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12108 (Melissa Purcell)

FACTS:

111. On November 23, 2012, Melissa Purcell hired Respondent to obtain a loan modification on her home in Massachusetts. Purcell is a resident of Massachusetts.

112. Purcell paid Respondent \$3,700 in advanced attorney fees for the loan modification legal work he was hired to perform.

113. Massachusetts Rule of Professional Conduct 5.5 and Massachusetts General Law Annotated Chapter 221 section 46A, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

114. Respondent provided loan modification legal services in Massachusetts.

115. The loan modification legal services provided by Respondent constitute the practice of law in Massachusetts.

116. Respondent is not and has never been admitted to practice law in Massachusetts.

117. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Purcell in Massachusetts.

CONCLUSIONS OF LAW:

118. By performing loan modification legal services in Massachusetts for Purcell, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

119. By charging and collecting a fee from Purcell, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12160 (George Siconio)

FACTS:

120. On October 30, 2012, George Siconio hired Respondent to obtain a loan modification on his home in Rhode Island. Siconio is a resident of Rhode Island.

121. Siconio paid Respondent \$3,500 in advanced attorney fees for the loan modification legal work he was hired to perform.

122. Rhode Island Disciplinary Rules of Professional Conduct 5.5 and Rhode Island General Law section 11-27-5, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

123. Respondent provided loan modification legal services in Rhode Island.

124. The loan modification legal services provided by Respondent constitute the practice of law in Rhode Island.

125. Respondent is not and has never been admitted to practice law in Rhode Island.

126. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Siconio in Rhode Island.

127. On March 15, 2013, Respondent sent Siconio a letter notifying Siconio that he would not be performing any additional legal services for Siconio, and offering to return client files to Siconio upon request.

128. On February 6, 2013, Siconio requested that Respondent return Siconio's client file. Respondent received the request from Siconio, but never provided the client file to Siconio.

CONCLUSIONS OF LAW:

129. By performing loan modification legal services in Rhode Island for Siconio, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

130. By charging and collecting a fee from Siconio, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

131. By failing to return to Siconio his client file upon request, after Respondent terminated his employment with Siconio, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 13-O-12200 (Modesta Palacio)

FACTS:

132. On November 15, 2012, Modesta Palacio hired Respondent to obtain a loan modification on her home in New York. Palacio is a resident of New York.

133. Palacio paid Respondent \$3,726 in advanced attorney fees for the loan modification legal work he was hired to perform.

134. New York Judiciary Law section 478, defines the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

135. Respondent provided loan modification legal services in New York.

136. The loan modification legal services provided by Respondent constitute the practice of law in New York.

137. Respondent is not and has never been admitted to practice law in New York.

138. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Palacio in New York.

CONCLUSIONS OF LAW:

139. By performing loan modification legal services in New York for Palacio, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

140. By charging and collecting a fee from Palacio, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12202 (Julie and John Canellos)

FACTS:

141. On August 1, 2012, Julie and John Canellos hired Respondent to obtain a loan modification on their home in Virginia. The Canellos are residents of Virginia.

142. The Canelloses paid Respondent \$4,410 in advanced attorney fees for the loan modification legal work he was hired to perform.

143. Virginia Rule of Professional Conduct 5.5 and Code of Virginia section 54.1-3904 define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

144. Respondent provided loan modification legal services in Virginia.

145. The loan modification legal services provided by Respondent constitute the practice of law in Virginia.

146. Respondent is not and has never been admitted to practice law in Virginia.

147. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for the Canelloses in Virginia.

CONCLUSIONS OF LAW:

148. By performing loan modification legal services in Virginia for the Canelloses, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

149. By charging and collecting a fee from the Canelloses, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12203 (Carol Minor)

FACTS:

150. On November 20, 2012, Carol Minor hired Respondent to obtain a loan modification on her home in New York. Minor is a resident of New York.

151. Minor paid Respondent \$3,401.23 in advanced attorney fees for the loan modification legal work he was hired to perform.

152. New York Judiciary Law section 478, defines the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

153. Respondent provided loan modification legal services in New York.

154. The loan modification legal services provided by Respondent constitute the practice of law in New York.

155. Respondent is not and has never been admitted to practice law in New York.

156. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Minor in New York.

CONCLUSIONS OF LAW:

157. By performing loan modification legal services in New York for Minor, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

158. By charging and collecting a fee from Minor, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12205 (Timothy and Sarah O'Brien)

FACTS:

159. On August 1, 2012, Timothy and Sarah O'Brien hired Respondent to obtain a loan modification on their home in Massachusetts. The O'Briens are residents of Massachusetts.

160. The O'Briens paid Respondent \$3,671.23 in advanced attorney fees for the loan modification legal work he was hired to perform.

161. Massachusetts Rule of Professional Conduct 5.5 and Massachusetts General Law Annotated Chapter 221 section 46A, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

162. Respondent provided loan modification legal services in Massachusetts.

163. The loan modification legal services provided by Respondent constitute the practice of law in Massachusetts.

164. Respondent is not and has never been admitted to practice law in Massachusetts.

165. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for the O'Briens in Massachusetts.

CONCLUSIONS OF LAW:

166. By performing loan modification legal services in Massachusetts for the O'Briens, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

167. By charging and collecting a fee from the O'Briens, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12305 (Donna Sickler)

FACTS:

168. On August 27, 2012, Donna Sickler hired Respondent to obtain a loan modification on her home in New York. Sickler is a resident of New York.

169. Sickler paid Respondent \$3,445 in advanced attorney fees for the loan modification legal work he was hired to perform.

170. New York Judiciary Law section 478, defines the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

171. Respondent provided loan modification legal services in New York.

172. The loan modification legal services provided by Respondent constitute the practice of law in New York.

173. Respondent is not and has never been admitted to practice law in New York.

174. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Sickler in New York.

CONCLUSIONS OF LAW:

175. By performing loan modification legal services in New York for Sickler, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

176. By charging and collecting a fee from Sickler, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12309 (Elvin Bisono)

FACTS:

177. On June 14, 2012, Elvin Bisono hired Respondent to obtain a loan modification on his home in New York. Bisono is a resident of New York.

178. Bisono paid Respondent \$3,445 in advanced attorney fees for the loan modification legal work he was hired to perform.

179. New York Judiciary Law section 478, defines the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

180. Respondent provided loan modification legal services in New York.

181. The loan modification legal services provided by Respondent constitute the practice of law in New York.

182. Respondent is not and has never been admitted to practice law in New York.

183. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Bisono in New York.

CONCLUSIONS OF LAW:

184. By performing loan modification legal services in New York for Bisono, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

185. By charging and collecting a fee from Bisono, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12452 (William McWilliams)

FACTS:

186. On May 22, 2012, William McWilliams hired Respondent to obtain a loan modification on his home in Massachusetts. McWilliams is a resident of Massachusetts.

187. McWilliams paid Respondent \$5,002.74 in advanced attorney fees for the loan modification legal work he was hired to perform.

188. Massachusetts Rule of Professional Conduct 5.5 and Massachusetts General Law Annotated Chapter 221 section 46A, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

189. Respondent provided loan modification legal services in Massachusetts.

190. The loan modification legal services provided by Respondent constitute the practice of law in Massachusetts.

191. Respondent is not and has never been admitted to practice law in Massachusetts.

192. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for McWilliams in Massachusetts.

CONCLUSIONS OF LAW:

193. By performing loan modification legal services in Massachusetts for McWilliams, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

194. By charging and collecting a fee from McWilliams, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12522 (Timothy Kim)

FACTS:

195. On June 8, 2012, Timothy Kim hired Respondent and entered into a fee agreement with Respondent for legal services in California in connection with obtaining a home mortgage loan modification on behalf of Kim.

196. On June 8, 2012, Kim paid Respondent \$1,000 in advanced attorney's fees related to the loan modification services.

197. At the time Respondent received the \$1,000 from Kim, Respondent had not completed all of the home mortgage loan modification services that he agreed to perform on behalf of Kim.

198. Respondent failed to perform any legal services on behalf of Kim.

199. Despite receiving \$1,000 in attorney's fees from Kim, on March 15, 2013, Respondent sent Kim a letter notifying him that Respondent was terminating his employment and that he would not be performing any legal services on behalf of Kim.

200. In his March 15, 2013 letter to Kim, Respondent offered to return the client files to Kim upon request.

201. In March 2013, Kim requested that Respondent return Kim's client file. Respondent received the request from Kim, but never provided the client file to Kim.

CONCLUSIONS OF LAW:

202. By failing to perform any legal services on behalf of Kim and improperly withdrawing from employment without giving due notice to his client allowing time for employment of other counsel, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to Respondent's client, in willful violation of Rules of Professional Conduct, rule 3-700(A)(2).

203. By failing to return to Kim his client file upon request, after Respondent terminated his employment with Kim, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

204. By negotiating, arranging or offering to perform a home mortgage loan modification or mortgage loan forbearance for a fee paid by a client and borrower, namely Kim, and demanding, charging, collecting and receiving fees from Kim prior to fully performing each and every service he contracted to perform or represented he would perform, in violation of Civil Code section 2944.7(a)(1), Respondent wilfully violated Business and Professions Code section 6106.3.

Case No. 13-O-12545 (Ishrat Khan)

FACTS:

205. On September 24, 2012, Ishrat Khan hired Respondent to obtain a loan modification on his home in Michigan. Khan is a resident of Michigan.

206. Khan paid Respondent \$2,250 in advanced attorney fees for the loan modification legal work he was hired to perform.

207. Michigan Rule of Professional Conduct 5.5 and Michigan Code of Law Annotated 600.916, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

208. Respondent provided loan modification legal services in Michigan.

209. The loan modification legal services provided by Respondent constitute the practice of law in Michigan.

210. Respondent is not and has never been admitted to practice law in Michigan.

211. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Khan in Michigan.

CONCLUSIONS OF LAW:

212. By performing loan modification legal services in Michigan for Khan, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

213. By charging and collecting a fee from Khan, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12605 (Antonio Sebastiao)

FACTS:

214. On December 12, 2012, Antonio Sebastiao hired Respondent to obtain a loan modification on his home in Rhode Island. Sebastiao is a resident of Rhode Island.

215. Sebastiao paid Respondent \$2,950 in advanced attorney fees for the loan modification legal work he was hired to perform.

216. Rhode Island Disciplinary Rules of Professional Conduct 5.5 and Rhode Island General Law section 11-27-5, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

217. Respondent provided loan modification legal services in Rhode Island.

218. The loan modification legal services provided by Respondent constitute the practice of law in Rhode Island.

219. Respondent is not and has never been admitted to practice law in Rhode Island.

220. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Sebastiao in Rhode Island.

CONCLUSIONS OF LAW:

221. By performing loan modification legal services in Rhode Island for Sebastiao, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

222. By charging and collecting a fee from Sebastiao, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12755 (Kevin Perrell)

FACTS:

223. On May 23, 2012, Kevin Perrell hired Respondent to obtain a loan modification on his home in Virginia. Perrell is a resident of Virginia.

224. Perrell paid Respondent \$3,625 in advanced attorney fees for the loan modification legal work he was hired to perform.

225. Virginia Rule of Professional Conduct 5.5 and Code of Virginia section 54.1-3904 define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

226. Respondent provided loan modification legal services in Virginia.

227. The loan modification legal services provided by Respondent constitute the practice of law in Virginia.

228. Respondent is not and has never been admitted to practice law in Virginia.

229. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Perrell in Virginia.

230. On March 15, 2013, Respondent sent Perrell a letter notifying Perrell that he would not be performing any additional legal services for Perrell, and offering to return client files to Perrell upon request.

231. On April 18, 2013, Perrell requested that Respondent return Perrell's client file. Respondent received the request from Perrell, but never provided the client file to Perrell.

CONCLUSIONS OF LAW:

232. By performing loan modification legal services in Virginia for Perrell, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

233. By charging and collecting a fee from Perrell, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

234. By failing to return to Perrell his client file upon request, after Respondent terminated his employment with Perrell, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 13-O-12802 (Egbert Lovelock)

FACTS:

235. On September 26, 2012, Egbert Lovelock hired Respondent to obtain a loan modification on his home in New York. Lovelock is a resident of New York.

236. Lovelock paid Respondent \$3,637.50 in advanced attorney fees for the loan modification legal work he was hired to perform.

237. New York Judiciary Law section 478, defines the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

238. Respondent provided loan modification legal services in New York.

239. The loan modification legal services provided by Respondent constitute the practice of law in New York.

240. Respondent is not and has never been admitted to practice law in New York.

241. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Lovelock in New York.

CONCLUSIONS OF LAW:

242. By performing loan modification legal services in New York for Lovelock, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

243. By charging and collecting a fee from Lovelock, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12852 (Louisa Centeno)

FACTS:

244. On October 25, 2012, Louisa Centeno hired Respondent to obtain a loan modification on her home in New York. Centeno is a resident of New York.

245. Centeno paid Respondent \$3,495 in advanced attorney fees for the loan modification legal work he was hired to perform.

246. New York Judiciary Law section 478, defines the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

247. Respondent provided loan modification legal services in New York.

248. The loan modification legal services provided by Respondent constitute the practice of law in New York.

249. Respondent is not and has never been admitted to practice law in New York.

250. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Centeno in New York.

251. On March 15, 2013, Respondent sent Centeno a letter notifying Centeno that he would not be performing any additional legal services for Centeno, and offering to return client files to Centeno upon request.

252. On April 14, 2013, Centeno requested that Respondent return Centeno's client file. Respondent received the request from Centeno, but never provided the client file to Centeno.

CONCLUSIONS OF LAW:

253. By performing loan modification legal services in New York for Centeno, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

254. By charging and collecting a fee from Centeno, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

255. By failing to return to Centeno her client file upon request, after Respondent terminated his employment with Centeno, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 13-O-12853 (Leslie Marshall)

FACTS:

256. On June 1, 2012, Leslie Marshall hired Respondent to obtain a loan modification on her home in New York. Marshall is a resident of New York.

257. Marshall paid Respondent \$2,860 in advanced attorney fees for the loan modification legal work he was hired to perform.

258. New York Judiciary Law section 478, defines the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

259. Respondent provided loan modification legal services in New York.

260. The loan modification legal services provided by Respondent constitute the practice of law in New York.

261. Respondent is not and has never been admitted to practice law in New York.

262. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Marshall in New York.

CONCLUSIONS OF LAW:

263. By performing loan modification legal services in New York for Marshall, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

264. By charging and collecting a fee from Marshall, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12856 (Stephen Buccini)

FACTS:

265. On October 19, 2012, Stephen Buccini hired Respondent to obtain a loan modification on his home in Rhode Island. Buccini is a resident of Rhode Island.

266. Buccini paid Respondent \$3,651 in advanced attorney fees for the loan modification legal work he was hired to perform.

267. Rhode Island Disciplinary Rules of Professional Conduct 5.5 and Rhode Island General Law section 11-27-5, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

268. Respondent provided loan modification legal services in Rhode Island.

269. The loan modification legal services provided by Respondent constitute the practice of law in Rhode Island.

270. Respondent is not and has never been admitted to practice law in Rhode Island.

271. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Buccini in Rhode Island.

CONCLUSIONS OF LAW:

272. By performing loan modification legal services in Rhode Island for Buccini, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

273. By charging and collecting a fee from Buccini, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-12894 (Maurice and Kimberly Toenniessen)

FACTS:

274. On June 5, 2012, Maurice and Kimberly Toenniessen hired Respondent to obtain a loan modification on their home in New Jersey. The Toenniessens are residents of New Jersey.

275. The Toenniessens paid Respondent \$2,700 in advanced attorney fees for the loan modification legal work he was hired to perform.

276. New Jersey Rule of Professional Conduct 5.5 and New Jersey Statute Annotated 2C:21-22, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

277. Respondent provided loan modification legal services in New Jersey.

278. The loan modification legal services provided by Respondent constitute the practice of law in New Jersey.

279. Respondent is not and has never been admitted to practice law in New Jersey.

280. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for the Toenniessens in New Jersey.

CONCLUSIONS OF LAW:

281. By performing loan modification legal services in New Jersey for the Toenniessens, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

282. By charging and collecting a fee from the Toenniessens, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-13051 (Kevin Davis)

FACTS:

283. On December 27, 2012, Kevin Davis hired Respondent to obtain a loan modification on his home in New York. Davis is a resident of New York.

284. Davis paid Respondent \$3,000 in advanced attorney fees for the loan modification legal work he was hired to perform.

285. New York Judiciary Law section 478, defines the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

286. Respondent provided loan modification legal services in New York.

287. The loan modification legal services provided by Respondent constitute the practice of law in New York.

288. Respondent is not and has never been admitted to practice law in New York.

289. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Davis in New York.

CONCLUSIONS OF LAW:

290. By performing loan modification legal services in New York for Davis, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

291. By charging and collecting a fee from Davis, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 13-O-13805 (Christine Flintoff)

FACTS:

292. On December 6, 2012, Christine Flintoff hired Respondent to obtain a loan modification on her home in Massachusetts. Flintoff is a resident of Massachusetts.

293. Flintoff paid Respondent \$3,650 in advanced attorney fees for the loan modification legal work he was hired to perform.

294. Massachusetts Rule of Professional Conduct 5.5 and Massachusetts General Law Annotated Chapter 221 section 46A, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

295. Respondent provided loan modification legal services in Massachusetts.

296. The loan modification legal services provided by Respondent constitute the practice of law in Massachusetts.

297. Respondent is not and has never been admitted to practice law in Massachusetts.

298. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Flintoff in Massachusetts.

299. On March 15, 2013, Respondent sent Flintoff a letter notifying Flintoff that he would not be performing any additional legal services for Flintoff, and offering to return client files to Flintoff upon request.

300. On March 22, 2013, Flintoff requested that Respondent return Flintoff's client file. Respondent received the request from Flintoff, but never provided the client file to Flintoff.

CONCLUSIONS OF LAW:

301. By performing loan modification legal services in Massachusetts for Flintoff, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

302. By charging and collecting a fee from Flintoff, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

303. By failing to return to Flintoff her client file upon request, after Respondent terminated his employment with Flintoff, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 13-O-13928 (Florence Krutchie)

FACTS:

304. On March 6, 2012, Florence Krutchie hired Respondent to obtain a loan modification on her home in Massachusetts. Krutchie is a resident of Massachusetts.

305. Krutchie paid Respondent \$3,495 in advanced attorney fees for the loan modification legal work he was hired to perform.

306. Massachusetts Rule of Professional Conduct 5.5 and Massachusetts General Law Annotated Chapter 221 section 46A, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

307. Respondent provided loan modification legal services in Massachusetts.

308. The loan modification legal services provided by Respondent constitute the practice of law in Massachusetts.

309. Respondent is not and has never been admitted to practice law in Massachusetts.

310. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Krutchie in Massachusetts.

311. On March 15, 2013, Respondent sent Krutchie a letter notifying Krutchie that he would not be performing any additional legal services for Krutchie, and offering to return client files to Krutchie upon request.

312. On March 12, 2013, Krutchie requested that Respondent return Krutchie's client file. Respondent received the request from Krutchie, but never provided the client file to Krutchie.

CONCLUSIONS OF LAW:

313. By performing loan modification legal services in Massachusetts for Krutchie, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

314. By charging and collecting a fee from Krutchie, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

315. By failing to return to Krutchie her client file upon request, after Respondent terminated his employment with Krutchie, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 13-O-14828 (Salvatore Quinto)

FACTS:

316. On March 30, 2012, Salvatore Quinto hired Respondent to obtain a loan modification on his home in New York. Quinto is a resident of New York.

317. Quinto paid Respondent \$3,620 in advanced attorney fees for the loan modification legal work he was hired to perform.

318. New York Judiciary Law section 478, defines the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

319. Respondent provided loan modification legal services in New York.

320. The loan modification legal services provided by Respondent constitute the practice of law in New York.

321. Respondent is not and has never been admitted to practice law in New York.

322. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Quinto in New York.

323. On March 15, 2013, Respondent sent Quinto a letter notifying Quinto that he would not be performing any additional legal services for Quinto, and offering to return client files to Quinto upon request.

324. On March 28, 2013, Quinto requested that Respondent return Quinto's client file. Respondent received the request from Quinto, but never provided the client file to Quinto.

CONCLUSIONS OF LAW:

325. By performing loan modification legal services in New York for Quinto, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

326. By charging and collecting a fee from Quinto, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

327. By failing to return to Quinto his client file upon request, after Respondent terminated his employment with Quinto, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 13-O-15586 (Yaw Konadu)

FACTS:

328. On May 14, 2012, Yaw Konadu hired Respondent to obtain a loan modification on his home in New Jersey. Konadu is a resident of New Jersey.

329. Konadu paid Respondent \$3,750 in advanced attorney fees for the loan modification legal work he was hired to perform.

330. New Jersey Rule of Professional Conduct 5.5 and New Jersey Statute Annotated 2C:21-22, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

331. Respondent provided loan modification legal services in New Jersey.

332. The loan modification legal services provided by Respondent constitute the practice of law in New Jersey.

333. Respondent is not and has never been admitted to practice law in New Jersey.

334. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Konadu in New Jersey.

335. On March 15, 2013, Respondent sent Konadu a letter notifying Konadu that he would not be performing any additional legal services for Konadu, and offering to return client files to Konadu upon request.

336. On February 11, 2014, Konadu requested that Respondent return Konadu's client file. Respondent received the request from Konadu, but never provided the client file to Konadu.

CONCLUSIONS OF LAW:

337. By performing loan modification legal services in New Jersey for Konadu, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

338. By charging and collecting a fee from Konadu, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

339. By failing to return to Konadu his client file upon request, after Respondent terminated his employment with Konadu, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 13-O-17057 (Graciano Clause)

FACTS:

340. On November 21, 2012, Graciano Clause hired Respondent to obtain a loan modification on his home in New York. Clause is a resident of New York.

341. Clause paid Respondent \$3,550 in advanced attorney fees for the loan modification legal work he was hired to perform.

342. New York Judiciary Law section 478, defines the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

343. Respondent provided loan modification legal services in New York.

344. The loan modification legal services provided by Respondent constitute the practice of law in New York.

345. Respondent is not and has never been admitted to practice law in New York.

346. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Clause in New York.

347. On March 15, 2013, Respondent sent Clause a letter notifying Clause that he would not be performing any additional legal services for Clause, and offering to return client files to Clause upon request.

348. On March 23, 2013, Clause requested that Respondent return Clause's client file. Respondent received the request from Clause, but never provided the client file to Clause.

CONCLUSIONS OF LAW:

349. By performing loan modification legal services in New York for Clause, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

350. By charging and collecting a fee from Clause, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

351. By failing to return to Clause his client file upon request, after Respondent terminated his employment with Clause, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 13-O-17469 (Nancy Wheeler and Peter Crossman)

FACTS:

352. On September 1, 2011 Nancy Wheeler and Peter Crossman hired Respondent to obtain a loan modification on their home in Massachusetts. Wheeler and Crossman are residents of Massachusetts.

353. Wheeler and Crossman paid Respondent \$4,505 in advanced attorney fees for the loan modification legal work he was hired to perform.

354. Massachusetts Rule of Professional Conduct 5.5 and Massachusetts General Law Annotated Chapter 221 section 46A, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

355. Respondent provided loan modification legal services in Massachusetts.

356. The loan modification legal services provided by Respondent constitute the practice of law in Massachusetts.

357. Respondent is not and has never been admitted to practice law in Massachusetts.

358. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Wheeler and Crossman in Massachusetts.

359. On March 15, 2013, Respondent sent Wheeler and Crossman a letter notifying Wheeler and Crossman that he would not be performing any additional legal services for Wheeler and Crossman, and offering to return client files to Wheeler and Crossman upon request.

360. On February 10, 2014, Wheeler and Crossman requested that Respondent return Wheeler and Crossman's client file. Respondent received the request from Wheeler and Crossman, but never provided the client file to Wheeler and Crossman.

CONCLUSIONS OF LAW:

361. By performing loan modification legal services in Massachusetts for Wheeler and Crossman, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

362. By charging and collecting a fee from Wheeler and Crossman, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

363. By failing to return to Wheeler and Crossman their client file upon request, after Respondent terminated his employment with Wheeler and Crossman, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 14-O-00527 (Maurice Hill)

FACTS:

364. On April 9, 2012, Maurice Hill hired Respondent to obtain a loan modification on his home in Massachusetts. Wheeler and Crossman are residents of Massachusetts.

365. Hill paid Respondent \$3,425 in advanced attorney fees for the loan modification legal work he was hired to perform.

366. Massachusetts Rule of Professional Conduct 5.5 and Massachusetts General Law Annotated Chapter 221 section 46A, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

367. Respondent provided loan modification legal services in Massachusetts.

368. The loan modification legal services provided by Respondent constitute the practice of law in Massachusetts.

369. Respondent is not and has never been admitted to practice law in Massachusetts.

370. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Hill.

371. On March 15, 2013, Respondent sent Hill a letter notifying Hill that he would not be performing any additional legal services for Hill, and offering to return client files to Hill upon request.

372. On February 10, 2014, Hill requested that Respondent return Hill's client file. Respondent received the request from Hill, but never provided the client file to Hill.

CONCLUSIONS OF LAW:

373. By performing loan modification legal services in Massachusetts for Hill, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

By charging and collecting a fee from Hill, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

374. By failing to return to Hill his client file upon request, after Respondent terminated his employment with Hill, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 14-O-00874 (Leyda Montalvo)

FACTS:

375. On May 17, 2012, Leyda Montalvo hired Respondent to obtain a loan modification on her home in New Jersey. Montalvo is a resident of New Jersey.

376. Montalvo paid Respondent \$3,750 in advanced attorney fees for the loan modification legal work he was hired to perform.

377. New Jersey Rule of Professional Conduct 5.5 and New Jersey Statute Annotated 2C:21-22, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

378. Respondent provided loan modification legal services in New Jersey.

379. The loan modification legal services provided by Respondent constitute the practice of law in New Jersey.

380. Respondent is not and has never been admitted to practice law in New Jersey.

381. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Montalvo in New Jersey.

382. On March 15, 2013, Respondent sent Montalvo a letter notifying Montalvo that he would not be performing any additional legal services for Montalvo, and offering to return client files to Montalvo upon request.

383. On March 27, 2013, Montalvo requested that Respondent return Montalvo's client file. Respondent received the request from Montalvo, but never provided the client file to Montalvo.

CONCLUSIONS OF LAW:

384. By performing loan modification legal services in New Jersey for Montalvo, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

385. By charging and collecting a fee from Montalvo, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

386. By failing to return to Montalvo her client file upon request, after Respondent terminated his employment with Montalvo, Respondent failed to release promptly, after termination of Respondent's employment, to Respondent's client, all of the client's papers and property upon request, in wilful violation of rule 3-700(D)(1) of the Rules of Professional Conduct.

Case No. 14-O-01124 (Corrine Myers)

FACTS:

387. On May 31, 2012, Corrine Myers hired Respondent to obtain a loan modification on her home in New Jersey. Myers is a resident of New Jersey.

388. Myers paid Respondent \$4,000 in advanced attorney fees for the loan modification legal work he was hired to perform.

389. New Jersey Rule of Professional Conduct 5.5 and New Jersey Statute Annotated 2C:21-22, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

390. Respondent provided loan modification legal services in New Jersey.

391. The loan modification legal services provided by Respondent constitute the practice of law in New Jersey.

392. Respondent is not and has never been admitted to practice law in New Jersey.

393. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Myers in New Jersey.

CONCLUSIONS OF LAW:

394. By performing loan modification legal services in New Jersey for Myers, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

395. By charging and collecting a fee from Myers, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 14-O-01125 (Garnilus and Michaelle Joseph)

FACTS:

396. On June 18, 2012, Garnilus and Michaelle Joseph hired Respondent to obtain a loan modification on their home in Massachusetts. The Josephs are residents of Massachusetts.

397. The Josephs paid Respondent \$3,500 in advanced attorney fees for the loan modification legal work he was hired to perform.

398. Massachusetts Rule of Professional Conduct 5.5 and Massachusetts General Law Annotated Chapter 221 section 46A, define the practice of law as any service rendered involving legal knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

399. Respondent provided loan modification legal services in Massachusetts.

400. The loan modification legal services provided by Respondent constitute the practice of law in Massachusetts.

401. Respondent is not and has never been admitted to practice law in Massachusetts.

402. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for the Josephs in Massachusetts.

CONCLUSIONS OF LAW:

403. By performing loan modification legal services in Massachusetts for the Josephs, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

404. By charging and collecting a fee from the Josephs, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

Case No. 14-O-02981 (Lucy Alvarez)

FACTS:

405. In June, 2012, Lucy Alvarez hired Respondent to obtain a loan modification on her home in Massachusetts. Alvarez is a resident of Massachusetts.

406. Alvarez paid Respondent \$3,613 in advanced attorney fees for the loan modification legal work he was hired to perform.

407. Massachusetts Rule of Professional Conduct 5.5 and Massachusetts General Law Annotated Chapter 221 section 46A, define the practice of law as any service rendered involving legal

knowledge or legal advice, whether of representation, counsel or advocacy, in or out of court, rendered in respect to the rights, duties, obligations, liabilities, or business relations of one requiring the services.

408. Respondent provided loan modification legal services in Massachusetts.

409. The loan modification legal services provided by Respondent constitute the practice of law in Massachusetts.

410. Respondent is not and has never been admitted to practice law in Massachusetts.

411. Respondent was not authorized to charge legal fees for the loan modification legal work he performed for Alvarez in Massachusetts.

CONCLUSIONS OF LAW:

412. By performing loan modification legal services in Massachusetts for Alvarez, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction in wilful violation of rule 1-300(B) of the Rules of Professional Conduct.

413. By charging and collecting a fee from Alvarez, when he was not authorized to do so, Respondent charged and collected an illegal fee in wilful violation of rule 4-200(A) of the Rules of Professional Conduct.

ADDITIONAL FACTS RE AGGRAVATING CIRCUMSTANCES

Harm (Std. 1.5(f)): Respondent's misconduct caused significant harm to 40 of his clients. Respondent collected a total of \$143,095.70 in illegal fees and to date, has only refunded \$2,252.50 to one client. These clients who were all experiencing financial distress at the time they hired Respondent in an effort to save their homes, have all suffered the loss of the use of their money. Respondent's clients were especially vulnerable when they hired Respondent. Respondent improperly collected from clients advanced fees to perform the home loan modification services from them at a time when they were facing financial challenges.

Multiple Acts of Misconduct (Std. 1.5(b)): Respondent committed 97 acts of misconduct in 41 separate matters. Respondent violated rule 9.20 by failing to file a declaration of compliance by November 16, 2013. In the California mortgage loan modification case, Respondent collected an illegal fee prior to performing every service that he had been contracted to perform or represented that he would perform; improperly withdrew from employment; and failed to release the client file. In the 39 out-of-state mortgage loan modification matters, Respondent engaged in the unauthorized practice of law, collected an illegal fee and in many of those cases failed to release the client files upon request.

ADDITIONAL FACTS RE MITIGATING CIRCUMSTANCES

Pretrial Stipulation: Respondent is entitled to mitigation for entering into the stipulation prior to trial, thereby preserving State Bar Court time and resources. (See *Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 [where mitigating credit was given for entering into a stipulation as to facts and culpability].)

AUTHORITIES SUPPORTING DISCIPLINE

The Standards for Attorney Sanctions for Professional Misconduct “set forth a means for determining the appropriate disciplinary sanction in a particular case and to ensure consistency across cases dealing with similar misconduct and surrounding circumstances.” (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, std. 1.1. All further references to Standards are to this source.) The Standards help fulfill the primary purposes of discipline, which include: protection of the public, the courts and the legal profession; maintenance of the highest professional standards; and preservation of public confidence in the legal profession. (See std. 1.1; *In re Morse* (1995) 11 Cal.4th 184, 205.)

Although not binding, the standards are entitled to “great weight” and should be followed “whenever possible” in determining level of discipline. (*In re Silvertown* (2005) 36 Cal.4th 81, 92, quoting *In re Brown* (1995) 12 Cal.4th 205, 220 and *In re Young* (1989) 49 Cal.3d 257, 267, fn. 11.) Adherence to the standards in the great majority of cases serves the valuable purpose of eliminating disparity and assuring consistency, that is, the imposition of similar attorney discipline for instances of similar attorney misconduct. (*In re Naney* (1990) 51 Cal.3d 186, 190.) If a recommendation is at the high end or low end of a Standard, an explanation must be given as to how the recommendation was reached. (Std. 1.1.) “Any disciplinary recommendation that deviates from the Standards must include clear reasons for the departure.” (Std. 1.1; *Blair v. State Bar* (1989) 49 Cal.3d 762, 776, fn. 5.)

In determining whether to impose a sanction greater or less than that specified in a given Standard, in addition to the factors set forth in the specific Standard, consideration is to be given to the primary purposes of discipline; the balancing of all aggravating and mitigating circumstances; the type of misconduct at issue; whether the client, public, legal system or profession was harmed; and the member’s willingness and ability to conform to ethical responsibilities in the future. (Stds. 1.7(b) and (c).)

The most serious misconduct in this matter is Respondent’s failure to file a 9.20 declaration by November 16, 2013, as he was ordered to do by the California Supreme Court. This matter alone warrants disbarment. The Supreme Court held that “disbarment is generally the appropriate sanction for a willful violation of [former] rule 955 [now California Rule of Court 9.20].” (*Bercovich v. State Bar* (1990) 50 Cal.3d 116, 131.)

Respondent’s complete failure to comply with rule 9.20 of the California Rules of Court alone warrants his disbarment. Rule 9.20(d) specifically provides that “[a] suspended member’s willful failure to comply with the provisions of this rule is cause for disbarment or suspension.” Considering the extensive additional misconduct of Respondent, the substantial aggravation and the limited mitigation, disbarment is consistent with the Standards, the case law, and will serve the purposes of attorney discipline set forth in Standard 1.1.

The gravamen of Respondent’s misconduct is his illegal acceptance of advance fees for loan modification services in jurisdictions where he is not licensed, in violation of Rules of Professional Conduct 4-200 and 1-300(B). Standard 2.3(b) provides that a “[s]uspension or reproof is appropriate for entering into an agreement for, charging, or collecting an illegal fee for legal services.” Respondent accepted illegal fees from distressed homeowners in 39 separate instances, when he was not admitted to practice in those states. Moreover, in the single instance of a California homeowner, Respondent accepted fees in violation of Business and Professions Code section 6106.3, then abandoned the client in violation of Rule of Professional Conduct 3-700(A)(2). In multiple instances Respondent failed to return the client files upon request in violation of Rule of Professional Conduct 3-700(D)(1).

Standard 2.14 attaches to Respondent's violation of Business and Professions Code section 6106.3 [accepting advanced fees for loan modification services]. Under Standard 2.14 "[d]isbarment or actual suspension is appropriate for any violation of a provision of Article 6 of the Business and Professions Code, not otherwise specified in these Standards."

Based on Respondent's wide-ranging misconduct in the 40 other matters, his similar misconduct in the four client matters comprising his prior discipline, and the significant aggravating factors, Respondent should be disbarred.

Under Standard 1.7(b):

If aggravating circumstances are found, they should be considered alone and in balance with any mitigating circumstances, and if the net effect demonstrates that a greater sanction is needed to fulfill the primary purposes of discipline, it is appropriate to impose or recommend a greater sanction than what is otherwise specified in a given Standard. On balance, a greater sanction is appropriate in cases where there is serious harm to the client, the public, the legal system, or the profession and where the record demonstrates that the member is unwilling or unable to conform to ethical responsibilities.


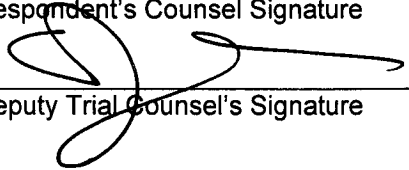
Here, Respondent's misconduct caused 40 clients in this matter (and four in the prior matter) significant financial harm. Respondent engaged in multiple acts of misconduct. His only factor in mitigation is his entry of this pretrial stipulation. Respondent's extensive misconduct justifies his disbarment from the practice of law.

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| In the Matter of: SAMEER A. QADRI | Case number(s): 13-N-17724, 13-O-11127, 13-O-11326, 13-O-11362, 13-O-11365, 13-O-11847, 13-O-11881, 13-O-11983, 13-O-11984, 13-O-12006, 13-O-12086, 13-O-12108, 13-O-12160, 13-O-12200, 13-O-12202, 13-O-12203, 13-O-12205, 13-O-12305, 13-O-12309, 13-O-12452, 13-O-12522, 13-O-12545, 13-O-12605, 13-O-12755, 13-O-12802, 13-O-12852, 13-O-12853, 13-O-12856, 13-O-12894, 13-O-13051, 13-O-13805, 13-O-13928, 13-O-14828, 13-O-15586, 13-O-17057, 13-O-17469, 14-O-00527, 14-O-00874, 14-O-01124, 14-O-01125, 14-O-02981 |
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SIGNATURE OF THE PARTIES

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

| | | |
|---------------------------|--|---|
| <u>08/25/2014</u> Date |  Respondent's Signature | <u>Sameer A. Qadri</u> Print Name |
| <u>8/25/14</u> Date |  Deputy Trial Counsel's Signature | <u>Erin McKeown Joyce</u> Print Name |

(Do not write above this line.)

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| In the Matter of: SAMEER A. QADRI | Case Number(s): 13-N-17724; 13-O-11127 et al. |
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DISBARMENT ORDER

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

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

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

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

September 11, 2014
Date



GEORGE E. SCOTT, JUDGE PRO TEM
Judge of the State Bar Court

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on September 12, 2014, I deposited a true copy of the following document(s):

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

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

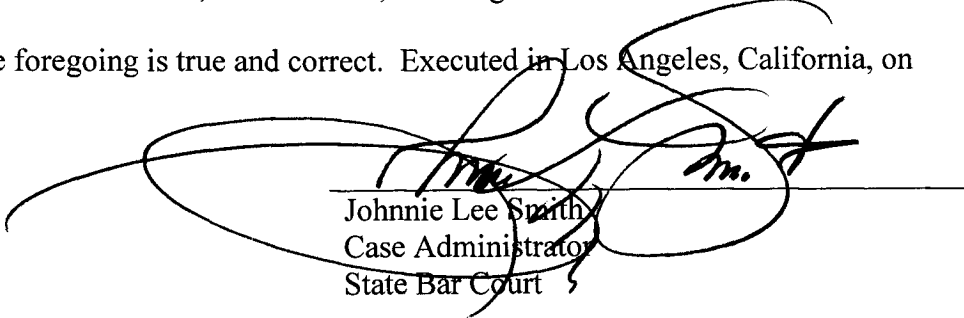
- ☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

SAMEER A. QADRI
310 N INDIAN HILL BLVD # 615
CLAREMONT, CA 91711

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

ERIN JOYCE , Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on September 12, 2014.



Johnnie Lee Smith
Case Administrator
State Bar Court