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State Bar Court of California Hearing Department Los Angeles ACTUAL SUSPENSION		
Counsel For The State Bar Charles T. Calix Deputy Trial Counsel 845 S. Figueroa Street Los Angeles, CA 90017 (213) 765-1255 Bar # 146853	Case Number(s): 13-O-13506, 13-O-15029, 13-O-15053, 13-O-15876, 13-O-16113, 13-O-16803, 13-O-17017, 14-O-01465, 14-O-02244, 14-O-03588 - YDF 14-O-02959 (INV) 14-O-04022 (INV) 14-O-04162 (INV) 14-O-04893 (INV) 14-O-05129 (INV) 14-O-06094 (INV) 15-O-10411 (INV) 15-O-10545 (INV)	For Court use only <div style="text-align: right;"> FILED MAR 23 2015 STATE BAR COURT CLERK'S OFFICE LOS ANGELES </div>
In Pro Per Respondent Bruce A. Thomason 23272 Mill Creek Drive, Suite 350 Laguna Hills, CA 92653 (800) 475-2510 Bar # 140596	Submitted to: Settlement Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter of: BRUCE ANTHONY THOMASON Bar # 140596 A Member of the State Bar of California (Respondent)		

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

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted **June 6, 1989**.
- (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 entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of **28** pages, not including the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (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):
- ☐ Until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 5.130, Rules of Procedure.
 - ☒ Costs are to be paid in equal amounts prior to February 1 for the following membership years: **three billing cycles following the effective date of the Supreme Court order.** (Hardship, special circumstances or other good cause per rule 5.132, Rules of Procedure.) If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.
 - ☐ Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - ☐ Costs are entirely waived.

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
 - (b) ☐ Date prior discipline effective
 - (c) ☐ Rules of Professional Conduct/ State Bar Act violations:
 - (d) ☐ Degree of prior discipline
 - (e) ☐ If Respondent has two or more incidents of prior discipline, use space provided below.
- (2) ☐ **Dishonesty:** Respondent's misconduct was intentional, surrounded by, or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) ☐ **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) ☒ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. **See Attachment at page 25.**
- (5) ☒ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct. **See Attachment at page 25.**
- (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.

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- (7) ☒ **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. **See Attachment at page 25.**
- (8) ☒ **Restitution:** Respondent failed to make restitution. **See Attachment at page 25.**
- (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.
- (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 convincing proof of subsequent rehabilitation.
- (13) ☐ **No mitigating circumstances** are involved.

Additional mitigating circumstances:

No Prior Discipline: See Attachment at page 25.

Pretrial Stipulation: See Attachment at page 25.

D. Discipline:

(1) ☒ **Stayed Suspension:**

(a) ☒ Respondent must be suspended from the practice of law for a period of **three years**.

- i. ☐ and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.2(c)(1) Standards for Attorney Sanctions for Professional Misconduct.
- ii. ☐ and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. ☐ and until Respondent does the following:

(b) ☒ The above-referenced suspension is stayed.

(2) ☒ **Probation:**

Respondent must be placed on probation for a period of **four years**, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)

(3) ☒ **Actual Suspension:**

(a) ☒ Respondent must be actually suspended from the practice of law in the State of California for a period of **18 months**.

- i. ☒ and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.2(c)(1), Standards for Attorney Sanctions for Professional Misconduct
- ii. ☒ and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. ☐ and until Respondent does the following:

E. Additional Conditions of Probation:

- (1) ☐ If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in the general law, pursuant to standard 1.2(c)(1), Standards for Attorney Sanctions for Professional Misconduct.
- (2) ☒ During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3) ☒ Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.

- (4) ☒ Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.
- (5) ☒ Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

In addition to all quarterly reports, a final report, containing the same information, is due no earlier than twenty (20) days before the last day of the period of probation and no later than the last day of probation.

- (6) ☐ Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7) ☒ Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8) ☒ Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.

☐ No Ethics School recommended. Reason: .

- (9) ☐ Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.

- (10) ☒ The following conditions are attached hereto and incorporated:

- | | |
|---|---|
| <input type="checkbox"/> Substance Abuse Conditions | <input type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input checked="" type="checkbox"/> Financial Conditions |

F. Other Conditions Negotiated by the Parties:

- (1) ☒ **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 5.162(A) & (E), Rules of Procedure.**

☐ No MPRE recommended. Reason: .

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- (2) ☒ **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.
- (3) ☐ **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she 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 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (4) ☐ **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension: .
- (5) ☐ **Other Conditions:**

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In the Matter of: BRUCE ANTHONY THOMASON	Case Number(s): 13-O-13506, 13-O-15029, 13-O-15053, 13-O-15876, 13-O-16113, 13-O-16803, 13-O-17017, 14-O-01465, 14-O-02244, 14-O-02959, 14-O-03588, 14-O-04022, 14-O-04162, 14-O-04893, 14-O-05129, 14-O-06094, 15-O-10411, 15-O-10545
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Financial Conditions

a. Restitution

- ☒ Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs.

Payee	Principal Amount	Interest Accrues From
Billy F. Farr & Betsabe Kuri De Farr	\$4,500	May 9, 2013
Ivanne R. Vazquez	\$3,000	June 7, 2013
George Moynier	\$3,300	April 10, 2013
Continued on page 27.	Continued on page 27.	Continued on page 27.

- ☒ Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than **(Not Applicable.) Pursuant to the actual suspension provision on page 4, section D(3)(a)(ii), respondent will remain suspended until he pays restitution in full.**

b. Installment Restitution Payments

- ☐ Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of payment to the Office of Probation with each quarterly probation report, or as otherwise directed by the Office of Probation. No later than 30 days prior to the expiration of the period of probation (or period of reprobation), Respondent must make any necessary final payment(s) in order to complete the payment of restitution, including interest, in full.

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency

- ☐ If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.

c. Client Funds Certificate

- ☐ 1. If Respondent possesses client funds at any time during the period covered by a required quarterly report, Respondent must file with each required report a certificate from Respondent and/or a certified public accountant or other financial professional approved by the Office of Probation, certifying that:
- Respondent has maintained a bank account in a bank authorized to do business in the State of California, at a branch located within the State of California, and that such account is designated as a "Trust Account" or "Clients' Funds Account";

b. Respondent has kept and maintained the following:

- i. A written ledger for each client on whose behalf funds are held that sets forth:
 1. the name of such client;
 2. the date, amount and source of all funds received on behalf of such client;
 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,
 4. the current balance for such client.
- ii. a written journal for each client trust fund account that sets forth:
 1. the name of such account;
 2. the date, amount and client affected by each debit and credit; and,
 3. the current balance in such account.
- iii. all bank statements and cancelled checks for each client trust account; and,
- iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.

c. Respondent has maintained a written journal of securities or other properties held for clients that specifies:

- i. each item of security and property held;
- ii. the person on whose behalf the security or property is held;
- iii. the date of receipt of the security or property;
- iv. the date of distribution of the security or property; and,
- v. the person to whom the security or property was distributed.

2. If Respondent does not possess any client funds, property or securities during the entire period covered by a report, Respondent must so state under penalty of perjury in the report filed with the Office of Probation for that reporting period. In this circumstance, Respondent need not file the accountant's certificate described above.
3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.

d. Client Trust Accounting School

- ☒ Within one (1) year of the effective date of the discipline herein, Respondent must supply to the Office of Probation satisfactory proof of attendance at a session of the Ethics School Client Trust Accounting School, within the same period of time, and passage of the test given at the end of that session.

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: BRUCE ANTHONY THOMASON

CASE NUMBERS: 13-O-13506, 13-O-15029, 13-O-15053, 13-O-15876, 13-O-16113,
 13-O-16803, 13-O-17017, 14-O-01465, 14-O-02244, 14-O-02959,
 14-O-03588, 14-O-04022, 14-O-04162, 14-O-04893, 14-O-05129,
 14-O-06094, 15-O-10411, and 15-O-10545

FACTS AND CONCLUSIONS OF LAW.

Bruce Anthony Thomason ("respondent") admits that the following facts are true and that he is culpable of violations of the specified statutes and/or Rules of Professional Conduct.

Case No. 13-O-13506 (Complainant: Margarita Garcia)

FACTS:

1. On February 2, 2012, Margarita Garcia ("Garcia") employed respondent to file a Chapter 13 bankruptcy, file a civil action to quiet title to real property owned by her, and defend her in an unlawful detainer action. Garcia signed a fee agreement in which she agreed to pay advanced attorney's fees of \$6,000.
2. On February 2, 2012, Garcia paid respondent \$2,000 in advanced attorney's fees. On February 8, 2012, Garcia paid respondent \$4,000 in advanced attorney's fees. Altogether, Garcia paid respondent \$6,000 in advanced attorney's fees.
3. On June 30, 2012, respondent filed a Chapter 13 Bankruptcy Petition and Credit Counseling statement on behalf of Garcia.
4. On July 3, 2012, and July 5, 2012, the Bankruptcy Court filed and served on respondent two Notices of Dismissal if Required Documents were not filed. Respondent received the notices, but failed to file the required documents.
5. On July 9, 2012, the Chapter 13 was dismissed for failure to file the required documents. Notice of the dismissal was served on respondent and Garcia, and respondent received notice of the dismissal. After the bankruptcy was dismissed, respondent took no action to reinstate it.
6. Respondent took no action to file the action to quiet title, and on July 23, 2012, Garcia's real property was sold in a foreclosure sale.
7. On July 27, 2012, Garcia paid costs of \$435 to respondent for filing fees for the answer to the unlawful detainer, and another \$150 for filing fees for the schedules in the bankruptcy, which were never filed. Altogether, Garcia paid respondent \$585 in costs. Respondent did not deposit the costs into his client trust account.

8. On July 31, 2012, respondent filed an answer to the unlawful detainer. The schedules were never filed in the bankruptcy proceeding, which had been dismissed.

9. On August 18, 2012, attorney Claudia Osuna ("Osuna") mailed a letter on behalf of Garcia to respondent requesting a refund of the \$6,000 advanced attorney's fee paid to respondent and the \$585 advanced costs. Respondent received the letter, but did not provide an accounting or any refund of the advanced attorney's fees to Osuna or Garcia, or otherwise communicate with Osuna or Garcia.

10. On November 13, 2013, Respondent refunded \$6,585 to Garcia after she complained to the State Bar.

CONCLUSIONS OF LAW:

11. By: failing to file the Voluntary Petition between February 2, 2012 and June 30, 2012; failing to file the required documents to perfect the bankruptcy after receiving the notices of deficiencies on July 3, 2012 and July 5, 2012, causing the bankruptcy to be dismissed on July 9, 2012; taking no action to reinstate the bankruptcy after it was dismissed on July 9, 2012; and failing to file a civil action to quiet title to real property between February 2, 2012 and August 18, 2012, respondent intentionally, recklessly, or repeatedly failed to perform with competence, in willful violation of Rules of Professional Conduct, rule 3-110(A).

12. By failing to deposit the total sum of \$585 received for the benefit of his client for advanced costs in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import, respondent wilfully violated Rules of Professional Conduct, rule 4-100(A).

13. By failing to render an appropriate accounting to the client regarding the \$6,585 he received as advanced attorney's fees and costs following his client's termination of him and request for such accounting on August 18, 2012, respondent willfully violated Rules of Professional Conduct, rule 4-100(B)(3).

14. By failing to refund the \$150 received for the benefit of his client for advanced costs between the demand for their return on August 18, 2012 and the refund on November 13, 2013, respondent failed to promptly paid the unused costs in his possession in willful violation of Rules of Professional Conduct, rule 4-100(B)(4).

15. By failing to refund the \$6,000 in unearned advanced attorney's fees between the date of his termination on August 18, 2012 and the refund on November 13, 2013, respondent failed to refund those funds promptly upon his termination of employment, in willful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 13-O-15029 (Complainants: Billy F. Farr and Betsabe Kuri De Farr)

FACTS:

16. On May 8, 2013, Billy F. Farr and his wife Betsabe Kuri De Farr (the "Farrs") employed respondent for home mortgage loan modification services and other loan forbearance services.

17. Respondent entered into the agreement with the Farrs without providing them, prior to entering into that agreement, the following as a separate written statement, in not less than 14-point bold type, as required by Civil Code section 2944.6:

It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from your mortgage lender or servicer. You may call your lender directly to ask for a change in your loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from your local HUD office or by visiting www.hud.gov.

18. On May 9, 2013, the Farrs paid respondent \$2,500 in advanced attorney's fees. On June 5, 2013, the Farrs paid respondent \$2,000 in advanced attorney's fees. Altogether, the Farrs paid respondent \$4,500 in advanced attorney's fees.

19. Prior to June 5, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for the Farrs.

20. On January 15, 2014, the Farrs sent a letter to respondent requesting an accounting and refund of any unearned fees. Respondent received the letter.

21. To date, the Farrs have not received an accounting or a refund.

CONCLUSIONS OF LAW:

22. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his clients, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent willfully violated Business and Professions Code section 6106.3.

23. By negotiating, arranging, and offering to perform a mortgage loan modification or other form of mortgage loan forbearance without providing the clients, prior to entering into the agreement, the separate statement specifically required by Civil Code section 2944.6(a), respondent willfully violated Business and Professions Code section 6106.3.

24. By failing to render an appropriate accounting to the clients regarding the \$4,500 he received as advanced attorney's fees following his clients' termination of him and request for such accounting on January 15, 2014, respondent willfully violated Rules of Professional Conduct, rule 4-100(B)(3).

25. By failing to promptly refund upon termination of his employment the \$4,500 in advanced attorney's fees that he had been paid by his clients to perform a mortgage loan modification or other form of mortgage loan forbearance, respondent willfully violated of Rules of Professional Conduct, rule 3-700(D)(2).

FACTS:

26. On May 30, 2013, Ivanne R. Vazquez ("Vazquez") employed Respondent for home mortgage loan modification services and other loan forbearance services.

27. Respondent entered into the agreement with Vazquez without providing him, prior to entering into that agreement, the following as a separate written statement, in not less than 14-point bold type, as required by Civil Code section 2944.6:

It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from your mortgage lender or servicer. You may call your lender directly to ask for a change in your loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from your local HUD office or by visiting www.hud.gov.

28. On May 30, 2013, Vazquez provided respondent four post-dated checks made payable to respondent. The first check was for \$1,500 with the notation "cash until" June 7, 2013, the second check was for \$1,500 with the notation "cash until" July 10, 2013, the third check was for \$1,000 with the notation "cash until" August 10, 2013, and the fourth check was for \$500 with the notation "cash until" September 10, 2013.

29. On June 7, 2013, Vazquez paid respondent \$2,500 in advanced attorney's fees. On July 10, 2013, Vazquez paid respondent \$1,500 in advanced attorney's fees. Altogether, Vazquez paid respondent \$3,000 in advanced attorney's fees.

30. Prior to July 10, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Vazquez.

31. Between May 30, 2013 and July 26, 2013, Vazquez called respondent's office on approximately 15 occasions and spoke with employees or agents of respondent. Each time, he requested a status report on the loan modification and a copy of the documents that respondent had provided to his lender. The employees or agents always told Vazquez that they would get back to him after they called his lender, but they never called back to provide the requested status report or provided the requested documents.

32. On June 3, 2013, Vazquez faxed a letter to respondent requesting a copy of the documents that had been sent to his lender. Respondent received the letter, but did not provide Vazquez with a copy of the documents, or otherwise communicate with Vazquez.

33. On July 26, 2013, Vazquez faxed a letter to respondent's office terminating his services and requesting a refund of the \$3,000 in advanced attorney's fees and the return of the documents that Vazquez had sent to respondent. Respondent received the letter.

34. To date, respondent has not provided a refund or the client file to Vazquez.

CONCLUSIONS OF LAW:

35. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his client, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent willfully violated Business and Professions Code section 6106.3.

36. By negotiating, arranging, and offering to perform a mortgage loan modification or other form of mortgage loan forbearance without providing the client, prior to entering into the agreement, the separate statement specifically required by Civil Code section 2944.6(a), respondent willfully violated section 6106.3.

37. By failing to respond to approximately 15 status inquiries for a status report made by his client between May 30, 2013 and July 26, 2013, respondent willfully violated Business and Professions Code section 6068(m).

38. By failing to release promptly, after termination of his employment on July 26, 2013, to his client, all of the client's papers and property following the client's request for the client's file on July 26, 2013, respondent willfully violated Rules of Professional Conduct, rule 3-700(D)(1).

39. By failing to promptly refund upon termination of his employment the \$3,000 in advanced attorney's fees that he had been paid by his client to perform a mortgage loan modification or other form of mortgage loan forbearance, respondent willfully violated of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 13-O-15876 (Complainant: George Moynier)

FACTS:

40. On April 10, 2013, George Moynier ("Moynier") employed Respondent for home mortgage loan modification services and other loan forbearance services.

41. Respondent entered into the agreement with Moynier without providing him, prior to entering into that agreement, the following as a separate written statement, in not less than 14-point bold type, as required by Civil Code section 2944.6:

It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from your mortgage lender or servicer. You may call your lender directly to ask for a change in your loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from your local HUD office or by visiting www.hud.gov.

42. On April 10, 2013, Moynier paid respondent \$2,300 in advanced attorney's fees. On April 16, 2013, Moynier paid respondent \$1,000 in advanced attorney's fees. Altogether, Moynier paid respondent \$3,300 in advanced attorney's fees.

43. Prior to April 16, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Moyneir.

44. On December 18, 2013, Moyneir faxed a letter to respondent's office terminating his services and requesting a refund of the \$3,300 in advanced attorney's fees. Respondent received the letter.

45. To date, Respondent has not provided a refund to Moyneir.

CONCLUSIONS OF LAW:

46. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his client, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent willfully violated Business and Professions Code section 6106.3.

47. By negotiating, arranging, and offering to perform a mortgage loan modification or other form of mortgage loan forbearance without providing the client, prior to entering into the agreement, the separate statement specifically required by Civil Code section 2944.6(a), respondent willfully violated Business and Professions Code section 6106.3.

48. By failing to promptly refund upon termination of his employment the \$3,300 in advanced attorney's fees that he had been paid by his clients to perform a mortgage loan modification or other form of mortgage loan forbearance, respondent willfully violated of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 13-O-16113 (Complainants: Oscar and Marta Salazar)

49. In April 2013, Oscar Salazar and his wife Marta Salazar (the "Salazars") employed respondent for home mortgage loan modification services and other loan forbearance services.

50. On April 29, 2013, the Salazars paid respondent \$2,000 in advanced attorney's fees. On May 29, 2013, the Salazars paid respondent \$1,000 in advanced attorney's fees. Altogether, the Salazars paid respondent \$3,000 in advanced attorney's fees.

51. Between April 29, 2013 and July 28, 2013, the Salazars called respondent's office on five occasions, and asked an employee or agent of respondent for a status report on their loan modification, but were always told that everything was under control without providing any substantive information.

52. Prior to May 29, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for the Salazars.

53. On July 28, 2013, the Salazars' home was sold at a foreclosure sale.

54. Between July 28, 2013 and mid to late November 2013, Oscar Salazar called respondent's office on two or three occasions, and asked an employee or agent of respondent for a refund of the advanced attorney's fees they had paid to respondent.

55. On October 15, 2013, the Salazars' new attorney called respondent's office and asked an employee or agent of respondent for a refund of the advanced attorney's fees the Salazars' had paid to respondent.

56. On December 17, 2013, respondent refunded the advanced attorney's fees paid by the Salazars after they complained to the State Bar.

CONCLUSIONS OF LAW:

57. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his clients, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent wilfully violated Business and Professions Code section 6106.3.

58. By failing to respond to five status inquiries made by his clients between April 29, 2013 and July 28, 2013, respondent willfully violated Business and Professions Code section 6068(m).

59. By failing to refund between termination of his employment on July 28, 2013 and the date of the refund on December 17, 2013, the \$3,000 in advanced attorney's fees that he had been paid by his clients to perform a mortgage loan modification or other form of mortgage loan forbearance, respondent willfully violated of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 13-O-16803 (Complainants: Maria Garibay and Guillermo Munoz)

FACTS:

60. On April 15, 2013, Maria Garibay ("Garibay") and Guillermo Munoz ("Munoz") employed respondent for home mortgage loan modification services and other loan forbearance services.

61. On April 18, 2013, Garibay paid respondent \$1,950 in advanced attorney's fees. On June 3, 2013, Garibay paid respondent \$1,950 in advanced attorney's fees. Altogether, Garibay paid respondent \$3,900 in advanced attorney's fees.

62. Prior to June 3, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Garibay and Munoz.

63. On January 3, 2014, Garibay sent a letter to respondent requesting a refund of the \$3,900. Respondent received the letter.

64. To date, Respondent has not provided a refund to Garibay and Munoz.

CONCLUSIONS OF LAW:

65. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his clients, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent wilfully violated Business and Professions Code section 6106.3.

66. By failing to promptly refund upon termination of his employment the \$3,900 in advanced attorney's fees that he had been paid by his clients to perform a mortgage loan modification or other form of mortgage loan forbearance, respondent willfully violated of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 13-O-17017 (Complainant: Mercedes Caamal)

FACTS:

67. On July 12, 2013, Mercedes Caamal ("Caamal") employed respondent for home mortgage loan modification services and other loan forbearance services.

68. On July 18, 2013, Caamal paid respondent \$1,950 in advanced attorney's fees. On August 15, 2013, Caamal paid respondent \$1,950 in advanced attorney's fees. Altogether, Garibay paid respondent \$3,900 in advanced attorney's fees.

69. Prior to August 15, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Caamal.

70. On August 24, 2013, Caamal left a voice message for respondent terminating his services. Respondent received the message.

71. To date, respondent has not provided a refund to Caamal.

CONCLUSIONS OF LAW:

72. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his clients, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent wilfully violated Business and Professions Code section 6106.3.

73. By failing to promptly refund upon termination of his employment the \$3,900 in advanced attorney's fees that he had been paid by his client to perform a mortgage loan modification or other form of mortgage loan forbearance, respondent willfully violated of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 14-O-01465 (Complainant: Tony Allen)

FACTS:

74. On September 23, 2013, New York resident Tony Allen ("Allen") employed respondent for home mortgage loan modification services and other loan forbearance services for Allen's residence in New York.

75. Respondent has never been admitted to the practice of law in the State of New York and no member of respondent's law firm was admitted to the practice of law in the State of New York in September 2013.

76. New York Judiciary Law Section 478 [practicing or appearing as attorney-at-law without being admitted and registered] prohibits persons not admitted and registered to practice law in New York from practicing law in New York. New York City Administrative Code section 20-723.3 [disclosure requirements for distressed property consultants] and New York Real Property Law section 265-b [distressed property consulting contracts] prohibit persons and entities from offering to arrange or arranging a mortgage loan modification or other form of mortgage loan forbearance unless they are, inter alia, an attorney admitted to practice law in New York.

77. On September 23, 2013, Allen paid respondent \$1,679.21 in advanced attorney's fees. On October 21, 2013, Allen paid respondent \$1,679.21 in advanced attorney's fees. On October 21, 2013, Allen paid respondent \$1,679.21 in advanced attorney's fees. Altogether, Allen paid respondent \$5,037.63 in advanced attorney's fees.

78. On June 9, 2014, the State Bar mailed a letter to respondent notifying him of a disciplinary investigation of allegations concerning his representation of Allen, and requesting that he provide a written response to 23 questions concerning the investigation on or before June 23, 2014. Respondent received the letter.

79. On June 26, 2014, respondent sent Allen a refund of \$5,000.

80. On July 8, 2014, respondent sent a letter via email to the State Bar that provided a brief response to one of the questions. On July 24, 2014, respondent sent an email to the State Bar attaching 101 pages of Allen's client file. Respondent's responses failed to respond to 21 of the questions set forth in the State Bar's letter dated June 9, 2014.

81. On July 28, 2014, the State Bar mailed and emailed a letter to respondent requesting that he provide a written response to the 21 unanswered questions concerning the ongoing disciplinary investigation, and address several discrepancies noted in the documents that he produced on July 24, 2014. Respondent received the letter, but did not respond to it.

CONCLUSIONS OF LAW:

82. By agreeing to attempt to arrange a mortgage loan modification or other form of mortgage loan forbearance for a fee for a client residing in New York, respondent practiced law in a jurisdiction where to do so was in violation of the regulations of the profession in that jurisdiction in willful violation of the Rules of Professional Conduct, rule 1-300(B).

83. By entering into fee agreements charging attorney's fees of \$4,882, and collecting advanced attorney's fees of \$5,037.63 from a client in New York to perform legal services when it was not legal to do so because he was not admitted and registered to practice law in New York, respondent entered into an agreement for, charged, and collected an illegal fee in willful violation of Rules of Professional Conduct, rule 4-200(A).

84. By failing to provide a substantive response to the State Bar's letters of June 9, 2014 and July 28, 2014, respondent failed to respond to the allegations of misconduct being investigated in case number 14-O-01465 in willful violation of Business and Professions Code section 6068(i).

Case No. 14-O-02244 (Complainants: Ivan and Diana Ochoa)

FACTS:

85. On July 12, 2013, Ivan and Diana Ochoa (the "Ochoas") employed respondent for home mortgage loan modification services and other loan forbearance services.

86. On July 18, 2013, the Ochoas paid respondent \$900 in advanced attorney's fees. On September 16, 2013, the Ochoas paid respondent \$1,000 in advanced attorney's fees. Altogether, the Ochoas paid respondent \$1,900 in advanced attorney's fees.

87. Prior to September 16, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for the Ochoas.

88. On February 18, 2014, the Ochoas notified respondent that they had terminated his services and requested a refund. Respondent received the notification.

89. On July 14, 2014, the advanced attorney's fees paid by the Ochoas were refunded after they complained to the State Bar.

CONCLUSIONS OF LAW:

90. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his clients, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent wilfully violated Business and Professions Code section 6106.3.

Case No. 14-O-02959 (Complainant: Sai Q. Zou)

FACTS

91. On September 11, 2013, Sai Q. Zou ("Zou") employed respondent for home mortgage loan modification services and other loan forbearance services.

92. On September 13, 2013, Zou paid respondent \$2,750 in advanced attorney's fees. On October 15, 2013, Zou paid respondent \$2,750 in advanced attorney's fees. Altogether, Zou paid respondent \$5,500 in advanced attorney's fees.

93. Prior to October 15, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Zou.

94. In February 2014, Zou received notice that her home was going to be sold at a foreclosure sale. Zou faxed the notice to respondent's office.

95. On April 1, 2014, Zou's home was sold at a foreclosure sale. Zou notified respondent that her home had been sold at a foreclosure sale and terminated respondent's representation of Zou.

96. To date, respondent has not provided a refund to Zou.

CONCLUSIONS OF LAW:

97. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his client, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent wilfully violated Business and Professions Code section 6106.3.

Case No. 14-O-03588 (Complainants: Donnie and Rosaura Madrid)

FACTS:

98. In April 2013, Donnie and Rosaura Madrid (the "Madrids") employed respondent for home mortgage loan modification services and other loan forbearance services.

99. Between April 29, 2013 and December 27, 2013, the Madrids paid respondent \$2,750 in advanced attorney's fees.

100. Prior to December 27, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for the Madrids.

101. On April 17, 2014, the Madrids' home was sold in a foreclosure sale. The Madrids notified respondent that their home had been sold at a foreclosure sale and terminated respondent of the Madrids.

102. To date, respondent has not provided a refund to the Madrids.

CONCLUSIONS OF LAW:

103. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his clients, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent wilfully violated Business and Professions Code section 6106.3.

Case No. 14-O-04022 (Complainants: Greg and Bridgette McCown)

FACTS:

104. On June 6, 2014, Greg and Bridgette McCown (the "McCowns") employed respondent for home mortgage loan modification services and other loan forbearance services.

105. Respondent entered into the agreement with the McCowns without providing them, prior to entering into that agreement, the following as a separate written statement, in not less than 14-point bold type, as required by Civil Code section 2944.6:

It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from your mortgage lender or servicer. You may call your lender directly to ask for a change in your loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from your local HUD office or by visiting www.hud.gov.

106. On June 13, 2014, the McCowns paid respondent \$1,500 in advanced attorney's fees.

107. Prior to June 13, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for the McCowns.

108. On June 26, 2014, the McCowns faxed a letter to respondent terminating respondent's services and requesting a refund of the \$1,500 in advanced attorney's fees that they had paid to respondent. Respondent received the fax.

109. On July 18, 2014, respondent refunded \$1,500 to the McCowns after they complained to the State Bar.

CONCLUSIONS OF LAW:

110. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his clients, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent wilfully violated Business and Professions Code section 6106.3.

111. By negotiating, arranging, and offering to perform a mortgage loan modification or other form of mortgage loan forbearance without providing the client, prior to entering into the agreement, the separate statement specifically required by Civil Code section 2944.6(a), respondent willfully violated Business and Professions Code section 6106.3.

Case No. 14-O-04162 (Complainant: Laura Brown)

FACTS:

112. On April 29, 2013, Laura Brown ("Brown") employed respondent for home mortgage loan modification services and other loan forbearance services. Respondent charged and Brown agreed to pay \$4,745 in advanced attorney's fees.

113. Respondent entered into the agreement with Brown without providing her, prior to entering into that agreement, the following as a separate written statement, in not less than 14-point bold type, as required by Civil Code section 2944.6:

It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from your mortgage lender or servicer. You may call your lender directly to ask for a change in your loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit

housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD) is available from your local HUD office or by visiting www.hud.gov.

114. On April 29, 2013, Brown paid respondent \$2,500 in advanced attorney's fees. On May 29, 2013, Brown paid respondent \$1,195 in advanced attorney's fees. Altogether, Brown paid respondent \$3,695 in advanced attorney's fees.

115. Prior to May 29, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Brown prior to May 29, 2013.

116. In April 2014, Brown sent emails to respondent terminating his services and requesting a refund of the advanced attorney's fees that she had paid to him. Respondent received the emails.

117. To date, respondent has not provided a refund to Brown.

CONCLUSIONS OF LAW:

118. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his client, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent willfully violated Business and Professions Code section 6106.3.

119. By negotiating, arranging, and offering to perform a mortgage loan modification or other form of mortgage loan forbearance without providing the client, prior to entering into the agreement, the separate statement specifically required by Civil Code section 2944.6(a), respondent willfully violated Business and Professions Code section 6106.3(a).

Case No. 14-O-04893 (Complainant: Eileen Kelly)

FACTS:

120. On July 2, 2014, Eileen Leary Kelly ("Kelly") employed respondent for home mortgage loan modification services and other loan forbearance services. Respondent charged and Kelly agreed to pay \$1,950 in advanced attorney's fees.

121. On July 3, 2014, Kelly paid respondent \$1,950 in advanced attorney's fees.

122. Prior to July 3, 2014, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Kelly.

123. In September 2014, Kelly sent emails to respondent terminating his services and requesting a refund of the advanced attorney's fees that she had paid to him. Respondent received the emails.

124. To date, respondent has not provided a refund to Kelly.

CONCLUSIONS OF LAW:

125. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his client, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent wilfully violated Business and Professions Code section 6106.3.

Case No. 14-O-05129 (Complainant: Evangelina R. David)

FACTS:

126. On July 2, 2013, Evangelina R. David ("David") employed respondent for home mortgage loan modification services and other loan forbearance services. Respondent charged and David agreed to pay \$3,900 in advanced attorney's fees.

127. On June 14, 2013, David paid respondent \$1,950 in advanced attorney's fees. On July 13, 2013, David paid respondent \$1,950 in advanced attorney's fees. Altogether, David paid respondent \$3,900 in advanced attorney's fees.

128. Prior to July 13, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for David.

129. In February 2014, David called respondent's office, spoke with one of his employees, and requested a refund of the fees that she had paid to respondent. The employee stated that respondent would refund the fees that she had paid him.

130. On March 28, 2014, David sent a letter to respondent terminating his services and requesting a refund of the fees that she had paid to him. Respondent received the letter.

131. On November 5, 2014, respondent refunded the advanced attorney's fees paid by David after she complained to the State Bar.

CONCLUSIONS OF LAW:

132. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his client, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent wilfully violated Business and Professions Code section 6106.3.

Case No. 14-O-05129 (Complainant: Richard Daniel)

FACTS:

133. On July 30, 2014, Richard Daniel ("Daniel") employed respondent for home mortgage loan modification services and other loan forbearance services. Respondent charged and Daniel agreed to pay \$3,900 in advanced attorney's fees.

134. On July 30, 2014, Daniel paid respondent \$1,300 in advanced attorney's fees. On September 10, 2014, Daniel paid respondent \$1,300 in advanced attorney's fees. On October 9, 2014, Daniel paid respondent \$1,300 in advanced attorney's fees. Altogether, Daniel paid respondent \$3,900 in advanced attorney's fees.

135. Prior to October 9, 2014, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Daniel.

136. On January 28, 2015, respondent sent a letter to Daniel's lender stating that respondent no longer represented Daniel and to direct all communications to Daniel, which constructively terminated respondent's representation of Daniel. The lender received the letter.

137. To date, respondent has not provided a refund to Daniel.

CONCLUSIONS OF LAW:

138. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his client, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent wilfully violated Business and Professions Code section 6106.3.

Case No. 14-O-10411 (Complainant: Irene Espiritu)

FACTS:

139. On April 2, 2014, Irene Espiritu ("Espiritu") employed respondent for home mortgage loan modification services and other loan forbearance services. Respondent charged and Espiritu agreed to pay \$5,900 in advanced attorney's fees.

140. On April 2, 2014, Espiritu paid respondent \$1,967 in advanced attorney's fees. On April 29, 2014, Espiritu paid respondent \$1,967 in advanced attorney's fees. On April 30, 2014, Espiritu paid respondent \$1,967 in advanced attorney's fees. Altogether, Espiritu paid respondent \$5,901 in advanced attorney's fees.

141. Respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for Espiritu prior to April 30, 2014.

142. On August 6, 2014, Espiritu called respondent's office, spoke with one of his employees, and requested a refund of the fees that she had paid to respondent. The employee told Espiritu to fax a letter to respondent cancelling his services and requesting a refund of the fees that she had paid him.

143. On August 6, 2014, Espiritu faxed a letter to respondent terminating his services and requesting a refund of the fees that she had paid to him. Respondent received the letter.

144. On August 11, 2014, Espiritu's new attorney sent a letter to respondent terminating his services and requesting a refund of the advanced attorney's fees that Espiritu had paid to him. Respondent received the letter.

145. To date, respondent has not provided a refund to Espiritu.

CONCLUSIONS OF LAW:

146. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his client, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent wilfully violated Business and Professions Code section 6106.3.

Case No. 15-O-10545 (Complainants: Lee and Julie Benson)

FACTS:

147. On September 24, 2013, Lee and Julie Benson (the "Bensons") employed respondent for home mortgage loan modification services and other loan forbearance services. Respondent charged and the Bensons agreed to pay \$5,495 by providing him with four post-dated personal checks, each for \$1,373.75.

148. On September 24, 2013, the Bensons provided respondent four personal checks, each for \$1,373.75, dated September 25, 2013, October 27, 2013, November 27, 2013, and December 27, 2013. , which respondent negotiated on the dates that the checks were post-dated. On December 21, 2013, the Bensons paid respondent an additional \$1,373.75 in advanced attorney's fees. Altogether, the Bensons paid respondent \$6,868.75 in advanced attorney's fees.

149. Prior to December 27, 2013, respondent did not fully perform each and every service he had contracted to perform or represented that he would perform for the Bensons.

150. On August 6, 2014, Julie Benson called respondent's office, spoke with one of his employees, and requested a refund of the fees that she had paid to respondent. The employee told her to fax a letter cancelling respondent's services and requesting a refund of the fees that she had paid him.

151. On July 10, 2014, Julie Benson sent a letter to respondent terminating his services, and requesting a refund of the fees that the Bensons had paid to him and a copy of the loan modification applications that he had submitted on their behalf. Respondent received the letter.

152. On July 22, 2014, respondent mailed the Bensons' client file to them.

153. To date, respondent has not provided a refund to the Bensons.

CONCLUSIONS OF LAW:

154. By negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a mortgage loan modification or other form of loan forbearance for a fee paid by his clients, and demanding, charging, collecting and receiving fees prior to fully performing each and every service he had contracted to perform or represented that he would perform, in violation of Civil Code section 2944.7, respondent wilfully violated Business and Professions Code section 6106.3.

AGGRAVATING CIRCUMSTANCES.

Multiple Acts of Misconduct (Std. 1.5(b)): Between February 2013 and June 2014, respondent committed multiple acts of misconduct in 18 client matters, including but not limited to, accepting advanced attorney's fees from 17 clients in violation of laws enacted to protect the public from fraudulent home mortgage loan modification services and other loan forbearance services, and failing to provide the proper legal notice intended to protect four clients.

Significant Harm (Std. 1.5(f)): Respondent took advantage of his clients' financial desperation and exploited his fiduciary position by repeatedly charging up-front legal fees for loan modification services that the law prohibits. (*In the Matter of Taylor* (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 221, 235; and *Beery v. State Bar* (1987) 43 Cal.3d 802, 813 [parties in a fiduciary or confidential relationship do not deal on equal terms because trusted person is in superior position to exert unique influence over dependent party].) Respondent's actions significantly harmed these clients financially by depriving them of funds needed to pay their mortgages and three of his clients lost their homes to foreclosure while he represented causing them further significant harm.

Indifference (Std. 1.5(g)): After he received the Notice of Disciplinary Charges in case number 13-O-13506, et al, alleging misconduct arising from his loan modification practice on May 16, 2014, and filed his Response to the Notice of Disciplinary Charges on July 3, 2014, respondent continued to accept new loan modification clients, including by not limited to the clients in case numbers 14-O-04893 (Kelly) and 14-O-05129 (Daniel). (*In the Matter of Taylor, supra*, 5 Cal. State Bar Ct. Rptr. at p. 235 ["the statutory prohibition against collecting up-front fees in loan modification is not debatable – it is the law" and the member's "lack of insight suggests that his misconduct may reoccur"].)

Failure to Make Restitution (Std. 1.5(i)): Although he has paid restitution totaling \$23,922 in six client matters, respondent only did so after being contacted by the State Bar or Better Business Bureau, and still owes restitution totaling \$45,254 in 11 client matters.

MITIGATING CIRCUMSTANCES.

No Prior Discipline: Respondent has been a member of the State Bar since June 6, 1989, and had no prior record of discipline before the misconduct began in February 2012. Although the misconduct is serious, respondent is entitled to mitigation for approximately 23 years of practice without discipline prior to commencing the misconduct. (See *In the Matter of Riordan* (Review Dept. 2007) 5 Cal. State Bar Ct. Rptr. 41, 49 [attorney's practice of law for more than 17 years considered to be a significant mitigating circumstance even though the misconduct at issue was serious].)

Pretrial Stipulation: By entering into this stipulation prior to trial, respondent has acknowledged his wrongdoing and conserved the time and resources of the State Bar Court and State Bar. (See *Silva-Vidor v. State Bar* (1989) 49 Cal.3d 1071, 1079 [where mitigative credit was given for entering into a stipulation as to facts and culpability].)

AUTHORITIES SUPPORTING DISCIPLINE.

The Standards for Attorney Sanctions for Professional Misconduct "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 Silverton* (2005) 36 Cal.4th 81, 92, quoting *In re Brown* (1995) 12 Cal.4th 205, 220 and *In re Young* (1989) 49 Cal.3d 257, 267, fn. 11.) Adherence to the standards in the great majority of cases serves the valuable purpose of eliminating disparity and assuring consistency, that is, the imposition of similar attorney discipline for instances of similar attorney misconduct. (*In re Naney* (1990) 51 Cal.3d 186, 190.) 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).)

In this matter, respondent admits to committing 42 acts of professional misconduct. Standard 1.7(a) requires that where a respondent “commits two or more acts of misconduct and the Standards specify different sanctions for each act, the most severe sanction must be imposed.”

The most severe sanction applicable to respondent’s misconduct is found in Standard 2.15, which applies to respondent’s 17 violations of Business and Professions Code sections 6106.3, and states that reproof to a suspension not to exceed three years is appropriate for any provision of the Business and Professions Code or Rules of Professional Conduct not specified in the Standards.

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 Standard, consideration is to be given to the primary purposes of discipline; balancing of all of the 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 confirm to ethical responsibilities in the future. (Standards 1.7(b) and (c).)

In aggravation, respondent engaged in multiple acts of misconduct, his misconduct caused significant financial harm to his clients, has demonstrated indifference, and has not paid restitution to 11 of his former clients. In mitigation, respondent’s lack of a prior record of discipline and pretrial stipulation are entitled to significant weight in mitigation.

Following Standard 2.15 and considering the gravity of the misconduct, the harm to Respondent’s clients, the aggravating circumstances, the mitigating circumstances, the imposition of a three-year stayed suspension, four-year probation with conditions, including an 18 month actual suspension and until respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to Standard 1.2(c)(1) and until he pays restitution to his clients will be sufficient to protect the public, courts, and legal profession as set forth in Standard 1.1.

Those terms set forth above are consistent with *In the Matter of Taylor* (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 221, wherein Taylor was found culpable of eight counts of violating Business and Professions Code section 6106.3, and received a six month actual suspension and until he paid full restitution to the eight former clients. The notable distinction is that Taylor's misconduct was limited to counts of Business and Professions Code section 6106.3 in eight matters, and he continued to deny any wrongdoing (*Id.* at p. 235). Respondent committed 42 counts of misconduct in 18 matters, including continuing to accept advanced attorney's fees from new loan modification clients after being placed on notice that he could not do so, but admits wrongdoing by entering into this Stipulation.

DISMISSALS.

The parties respectfully request the Court to dismiss the following alleged violations in the interest of justice:

<u>Case No.</u>	<u>Count</u>	<u>Alleged Violation</u>
14-O-01465 (Allen)	Three	Business and Professions Code section 6106 [Moral Turpitude – Misrepresentation]

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of May 5, 2015, the prosecution costs in this matter are \$23,487. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

FURTHER RESTITUTION.

In addition to the restitution amounts set forth on the Financial Conditions page of this stipulation, respondent must pay the following additional restitution on the same terms as set forth on the Financial Conditions page and provide satisfactory proof of payment to the Office of Probation. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) identified below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs.

Payee	Principal Amount	Interest Accrues From
Mercedes Caamal	\$3,900	July 18, 2013
Sai Q. Zou	\$5,490	September 13, 2013
Donnie and Rosaura Madrid	\$2,750	April 29, 2013
Laura Brown	\$3,695	April 29, 2013
Eilleen Leary Kelly	\$1,950	July 3, 2014
Richard Daniel	\$3,900	July 30, 2014
Irene Espiritu	\$5,901	April 2, 2014
Lee and Julie Benson	\$6,868.75	September 24, 2013

EXCLUSION FROM MCLE CREDIT


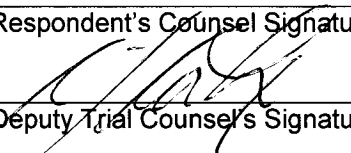
Pursuant to rule 3201, respondent may not receive MCLE credit for completion of State Bar Ethics School and State Bar Client Trust Accounting School (Rules Proc. of State Bar, rule 3201.)

(Do not write above this line.)

In the Matter of: BRUCE ANTHONY THOMASON	Case number(s): 13-O-13506, 13-O-15029, 13-O-15053, 13-O-15876, 13-O-16113, 13-O-16803, 13-O-17017, 14-O-01465, 14-O-02244, 14-O-02959, 14-O-03588, 14-O-04022, 14-O-04162, 14-O-04893, 14-O-05129, 14-O-06094, 15-O-10411, and 15-O-10545
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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>3/6/15</u> Date	 Respondent's Signature	<u>Bruce A. Thomason</u> Print Name
<u>3/6/15</u> Date	 Respondent's Counsel Signature	<u>Charles T. Calix</u> Print Name
<u>3/6/15</u> Date	<u>Deputy Trial Counsel's Signature</u>	<u>Print Name</u>

In the Matter of: BRUCE ANTHONY THOMASON	Case Number(s): 13-O-13506 et. al.
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ACTUAL SUSPENSION 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.

On page 27, under the heading "Further Restitution", by stipulation of the parties, Maria Garibay and Guillermo Munoz are added as additional payees of restitution in the principal amount of \$3,900 with interest accruing from April 18, 2013.

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.)**

Date

3-23-15


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 March 23, 2015, I deposited a true copy of the following document(s):

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

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

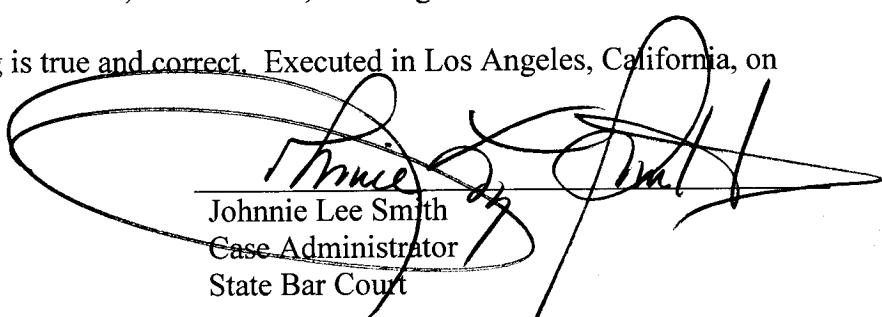
- ☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**BRUCE A. THOMASON
THOMASON LAW CENTER
23272 MILL CREEK DR STE 350
LAGUNA HILLS, CA 92653**

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

CHARLES CALIX, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on March 23, 2015.



Johnnie Lee Smith
Case Administrator
State Bar Court