



ORIGINAL

(Do not write above this line.)

State Bar Court of California

Hearing Department

Los Angeles

ACTUAL SUSPENSION

PUBLIC MATTER

Counsel For The State Bar Ashod Mooradian, No. 194283 Senior Trial Counsel Ann J. Kim, No. 259222 Deputy Trial Counsel 845 S. Figueroa Street Los Angeles, CA 90017 (213) 765-1004 Bar #	Case Number(s): 14-O-00303; 14-O-00440; 14-O-01012; 14-O-01466; 14-O-01584; 14-O-02153; 14-O-02243; 14-O-02317; 14-O-03027; 14-O-03028; 14-O-03095; 14-O-03399; 14-O-03503; 14-O-03638; 14-O-03984; 14-O-04390; 14-O-05408; 14-O-05409; 15-O-10065; 15-O-10086.	For Court use only <div style="text-align: center;"> FILED JUL 21 2015 STATE BAR COURT CLERK'S OFFICE LOS ANGELES </div>
Counsel For Respondent Scott B. Well Law Offices of Scott B. Well 2122 N. Broadway Santa Ana, CA 92706 (714) 283-0600 Bar # 134322	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: LEE ALAN GROSS Bar # 153412 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 11, 1991**.
- (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 **40** 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."

(Effective January 1, 2014)

Actual Suspension

- (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 immediately following the effective date of the Supreme Court order in this matter.** (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 stipulation, at page 36.)
- (5) ☐ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.

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- (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 stipulation, at page 36.)
- (8) ☒ **Restitution:** Respondent failed to make restitution. (See stipulation, at page 36.)
- (9) ☐ **No aggravating circumstances** are involved.

Additional aggravating circumstances:

None.

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.

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(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:

(See stipulation, at page 36.)

D. Discipline:

(1) ☒ **Stayed Suspension:**

(a) ☒ Respondent must be suspended from the practice of law for a period of **three (3) 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 **three (3) 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 **eighteen (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.

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- (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:

- (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:**

(Do not write above this line.)

In the Matter of: LEE ALAN GROSS	Case Number(s): 14-O-00303; 14-O-00440; 14-O-01012; 14-O-01466; 14-O-01584; 14-O-02153; 14-O-02243; 14-O-02317; 14-O-03027; 14-O-03028; 14-O-03095; 14-O-03399; 14-O-03503; 14-O-03638; 14-O-03984; 14-O-04390; 14-O-05408; 14-O-05409; 15-O-10065; 15-O-10086
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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 (See Attachment at page 39)	Principal Amount (See Attachment at page 39)	Interest Accrues From (See Attachment at page 39)

- ☐ Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than

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
Respondent must pay all the individual payess listed on page 39 of the attachment before paying any amount to the Client Security Fund	\$2,000 per month to payee(s) of Respondent's choice.	Monthly, beginning the month following the effective date of the Supreme Court order herein.

- ☒ 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:

(Effective January 1, 2011)

Financial Conditions

- a. 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: LEE ALAN GROSS

CASE NUMBERS: 14-O-00303; 14-O-00440; 14-O-01012; 14-O-01466;
 14-O-01584; 14-O-02153; 14-O-02243; 14-O-02317;
 14-O-03027; 14-O-03028; 14-O-03095; 14-O-03399;
 14-O-03503; 14-O-03638; 14-O-03984; 14-O-04390;
 14-O-05408; 14-O-05409; 15-O-10065; 15-O-10086.

FACTS AND CONCLUSIONS OF LAW.

LEE ALAN GROSS ("Respondent") admits that the following facts are true and that he is culpable of violations of the specified Rules of Professional Conduct.

Case Nos. 14-O-00303; 14-O-00440; 14-O-01012; 14-O-01466; 14-O-01584; 14-O-02153; 14-O-02243;
14-O-02317; 14-O-03027; 14-O-03028; 14-O-03095; 14-O-03399; 14-O-03503; 14-O-03638;
14-O-03984; 14-O-04390; 14-O-05408; 14-O-05409; 15-O-10065; 15-O-10086

FACTS COMMON TO ALL MATTERS:

1. On December 27, 2011, State Trust Legal, Inc. ("STL") was established as a California Corporation by Respondent. At all relevant times, STL was controlled, owned and operated by Respondent. STL advertised its legal services nationwide and online.

2. At all relevant times, Respondent provided legal services through STL by supervising a non-attorney staff that completed and submitted a Request for Modification Application ("RMA"), on behalf of a client, to the client's lender seeking to obtain a modification or adjustment of the client's home loan.

Case No. 14-O-00303 (Complainant: Colleen L. Clark)

FACTS:

3. At all relevant times, Colleen L. Clark was a resident of the State of South Carolina.

4. South Carolina Code of Laws section 40-5-310, in relevant part, provides that no person may either practice law or solicit the legal cause of another person or entity in South Carolina unless that attorney is enrolled as a member of the South Carolina Bar pursuant to applicable court rules, or otherwise authorized to perform prescribed legal activities by action of the Supreme Court of South Carolina.

5. South Carolina Rules of Professional Conduct, rule 5.5(b)(2) provides that a lawyer who is not admitted to practice in this jurisdiction shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in this jurisdiction.

6. Respondent is not now, nor ever has been, admitted to practice law in the State of South Carolina. In addition, Respondent has not otherwise been authorized to practice law in the State of South Carolina at any relevant time.

7. In September 2013, Ms. Clark received an STL advertisement offering to perform loan modification services. In response to the advertisement, Ms. Clark contacted STL and discussed their loan modification services.

8. On September 19, 2013, after speaking with Respondent, Ms. Clark agreed to retain STL to perform a loan modification of her home loan on her property located in South Carolina. Ms. Clark also agreed to pay STL a flat fee of \$3,595 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee paid by Ms. Clark was withdrawn by STL.

9. On October 10, 2013, Ms. Clark paid STL \$1,200 in attorney's fees with check no. 3921.

10. On November 13, 2013, Ms. Clark paid STL \$1,200 in attorney's fees with check no. 3922.

11. On December 10, 2013, after learning that she was not required to pay for loan modification services in advance, Ms. Clark demanded a full refund from STL during a telephone call.

12. On December 10, 2013, Ms. Clark's request for a refund was denied by STL and Respondent.

13. To date, Respondent has failed to refund any portion of the fees paid to STL by Ms. Clark.

CONCLUSIONS OF LAW:

14. By soliciting employment through advertisement, by advising South Carolina resident Colleen L. Clark of her legal rights and options regarding a mortgage loan modification, by accepting employment with Ms. Clark and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Ms. Clark when to do so was in violation of the laws and regulations of the profession in South Carolina, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

15. By entering into an agreement for, charging and collecting fees of \$2,400 from Ms. Clark to perform legal services in South Carolina, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-00440 (Complainant: Dmitri S. Pallas)

FACTS:

16. At all relevant times, Dmitri S. Pallas, M.D. was a resident of the State of Michigan.

17. Michigan Comp. Laws Ann. Section 600.916 provides, in relevant part, that a person shall not practice law or engage in the law business, shall not in any manner whatsoever lead others to believe that he or she is authorized to practice law or to engage in the law business, and shall not in any manner whatsoever represent or designate himself or herself as an attorney and counselor, attorney at law, or lawyer, unless the person is regularly licensed and authorized to practice law in this state.

18. Michigan Rules of Professional Conduct, rule 5.5(b)(2) provides that a lawyer who is not admitted to practice in this jurisdiction shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in this jurisdiction.

19. Respondent is not now, nor ever has been, admitted to practice law in the State of Michigan. In addition, Respondent has not otherwise been authorized to practice law in the State of Michigan at any relevant time.

20. In July 2013, Dr. Pallas received an STL advertisement offering to perform loan modification services. In response to the advertisement, Dr. Pallas contacted STL and discussed their loan modification services.

21. On July 16, 2013, after speaking with STL representatives, Dr. Pallas agreed to retain STL to perform a loan modification of his home loan on his property located in Michigan. Dr. Pallas also agreed to pay STL a flat fee of \$7,300 (and a \$350 processing fee at phase 3) which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Service Agreement," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

22. On July 18, 2013, Dr. Pallas paid STL \$3,650 in attorney's fees with check no. 3033.

23. On August 23, 2013, Dr. Pallas paid STL \$3,650 in attorney's fees with check no. 1001.

24. After August 23, 2013, despite several telephone calls to STL requesting the status of his loan modification, Dr. Pallas was never again able to communicate with Respondent or any person at STL.

25. To date, Respondent has failed to refund any portion of the fees paid to STL by Dr. Pallas.

CONCLUSIONS OF LAW:

26. By soliciting employment through advertisement, by advising Michigan resident Dmitri S. Pallas, M.D. of his legal rights and options regarding a mortgage loan modification, by accepting employment with Dr. Pallas and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Dr. Pallas when to do so was in violation of the laws and regulations of the profession in Michigan, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

27. By entering into an agreement for, charging and collecting fees of \$7,300 from Dr. Pallas to perform legal services in Michigan, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-01012 (Complainant: Leonard Williams)

FACTS:

28. At all relevant times, Leonard Williams was a resident of the State of Texas.

29. Texas Government Code section 81.101 provides, in relevant part, that the "practice of law" includes the giving of advice or the rendering of any service requiring the use of legal skill or knowledge, such as preparing a will, contract, or other instrument, the legal effect of which under the facts and conclusions involved must be carefully determined.

30. Texas Government Code section 83.102 provides, in relevant part, that a person may not practice law in this state unless the person is a member of the state bar.

31. Texas Government Code section 83.001 provides, in relevant part, that a person who is not an attorney licensed in this state may not charge or receive, either directly or indirectly, any compensation for all or any part of the preparation of a legal instrument affecting title to real property, including a deed, deed of trust, mortgage, and transfer or release of lien.

32. Texas Government Code section 38.122 provides that a person commits an offense, if with intent to obtain an economic benefit for himself or herself, the person holds himself or herself out as a lawyer, unless he or she is currently licensed to practice law in this state, another state, or a foreign country and is in good standing with the State Bar of Texas and the state bar or licensing authority of any and all other states and foreign countries where licensed.

33. Texas Disciplinary Rules of Professional Conduct, rule 5.05 provides that a lawyer shall not practice law in a jurisdiction where doing so violates the regulation of the legal profession in that jurisdiction.

34. Although on November 4, 1983, Respondent was admitted to practice law in the State of Texas, effective May 15, 2004 up through the present, Respondent has been ineligible to practice law in Texas for administrative reasons.

35. In September 2013, Mr. Williams found an STL internet advertisement offering to perform loan modification services. After finding the STL internet advertisement, Mr. Leonard contacted STL and discussed their loan modification services.

36. On September 24, 2013, after speaking with STL representatives, Mr. Williams agreed to retain STL to perform a loan modification of his home loan on his property located in Texas. Mr. Williams also agreed to pay STL a flat fee of \$2,495 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned

fees” as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

37. On September 26, 2013, Mr. Williams paid STL \$800 in attorney’s fees with check no. 01001.

38. On October 7, 2013, Mr. Williams paid STL \$200 in attorney’s fees with check no. 01002.

39. On October 22, 2013, Respondent called Mr. Williams, introduced himself as the attorney for STL and discussed the status of Mr. Williams’ loan modification.

40. On October 23, 2013, Mr. Williams paid STL \$750 in attorney’s fees with check no. 01003.

41. On January 22, 2014, after learning that he was not required to pay for loan modification services in advance, Mr. Williams sent an email to STL cancelling services and demanding a full refund.

42. To date, Respondent has failed to refund any portion of the fees paid to STL by Mr. Williams.

CONCLUSIONS OF LAW:

43. By soliciting employment through advertisement, by advising Texas resident Leonard Williams of his legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. Williams and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. Williams when to do so was in violation of the laws and regulations of the profession in Texas, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

44. By entering into an agreement for, charging and collecting fees of \$1,750 from Mr. Williams to perform legal services in Texas, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-01466 (Complainant: Laurie Ann Villafranco)

FACTS:

45. At all relevant times, Laurie Ann Villafranco was a resident of the State of New York.

46. Respondent is not now, nor ever has been, duly and regularly licensed or admitted to practice law or taken the constitutional oath in the State of New York.

47. New York Judiciary Law section 478 provides, in relevant part, that it shall be unlawful for any natural person to hold himself out to the public as being entitled to practice law, in such manner as to convey the impression that he is a legal practitioner of law or in any manner to advertise that he has, owns, conducts or maintains a law office, without having first been duly and regularly licensed and admitted to practice law in the courts of record of this state, and without having taken the constitutional oath.

48. New York Rules of Professional Conduct, rule 5.5(b) (N.Y. Comp. Codes R. & Regs. tit. 22, section 1200.0) provides that a lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction.

49. On June 25, 2013, Ms. Villafranco received an STL advertisement offering to perform loan modification services. In response to the advertisement, Ms. Villafranco contacted STL and discussed their loan modification services.

50. On August 30, 2013, after speaking with STL representatives, Ms. Villafranco agreed to retain STL to perform a loan modification of her home loan on her property located in New York. Ms. Villafranco also agreed to pay STL a flat fee of \$3,999 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

51. On August 30, 2013, Ms. Villafranco paid STL \$3,999 in attorney's fees with check no. 219.

52. On October 4, 2013, Ms. Villafranco received an email from New York attorney Michael Zoldan, stating that Mr. Zoldan was the attorney assigned to her case.

53. After December 2, 2013, Ms. Villafranco never received another communication from STL or New York attorney Mr. Zoldan.

54. At all times relevant, Mr. Zoldan did not supervise or in any way monitor the loan modification services provided to Ms. Villafranco by STL.

55. To date, Respondent has failed to refund any portion of the fees paid to STL by Ms. Villafranco.

CONCLUSIONS OF LAW:

56. By soliciting employment through advertisement, by advising New York resident Laurie Ann Villafranco of her legal rights and options regarding a mortgage loan modification, by accepting employment with Ms. Villafranco and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Ms. Villafranco when to do so was in violation of the laws and regulations of the profession in New York, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

57. By entering into an agreement for, charging and collecting fees of \$3,999 from Ms. Villafranco to perform legal services in New York, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

FACTS:

58. At all relevant times, William J. Cahill, Sr. was a resident of the State of Georgia.

59. Respondent is not now, nor ever has been, duly licensed or admitted to practice law or otherwise entitled to practice law in the State of Georgia.

60. Georgia Statutes section 15-19-51 provides, in relevant part, that it shall be unlawful for any person other than a duly licensed attorney at law to hold himself out to the public or otherwise to any person as being entitled to practice law or to render or furnish legal services or advice or to furnish attorneys or counsel or to assume or use or advertise the title of "lawyer," "attorney," "attorney at law," or equivalent terms in any language in such manner as to convey the impression that he is entitled to practice law or is entitled to furnish legal advice, services, or counsel.

61. Georgia Rules of Professional Conduct, rule 5.5(e), provides, in relevant part, that an attorney, admitted in any jurisdiction, shall not hold out to the public or otherwise represent that said attorney is admitted to practice law in this jurisdiction.

62. On July 23, 2013, after speaking with STL representatives, Mr. Cahill agreed to retain STL to perform a loan modification of his first and second home loans on his property located in Georgia. Mr. Cahill also agreed to pay STL a flat fee of \$6,490 (\$3,995 for his first loan and \$2,495 for his second loan) which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Retention Agreement," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

63. At the time that Cahill retained STL, Respondent was aware that Mr. Cahill's home was set for foreclosure sale on November 5, 2013.

64. On July 23, 2013, Mr. Cahill paid STL \$2,400 in attorney's fees with check no. 561. This payment was allocated as follows: \$1,400 for first loan and \$1,000 for second loan.

65. On August 19, 2013, the Georgia Department of Banking and Finance issued a cease and desist order against STL and Respondent, effective September 23, 2013. The cease and desist order stated that STL and Respondent were engaging in activities in violation of the *Georgia Residential Mortgage Act*, O.C.G.A. section 7-1-1000, *et seq.*

66. On September 4, 2013, Mr. Cahill paid STL \$1,595 in attorney's fees with check no. 562. This payment was allocated as follows: \$1,000 for first loan and \$595 for second loan.

67. On October 4, 2013, Mr. Cahill paid STL \$2,495 in attorney's fees with check no. 563. This payment was allocated as follows: \$1,595 for first loan and \$900 for second loan.

68. In November 2013, Mr. Cahill called and emailed his lender and was able to negotiate an extension of time for the foreclosure sale.

69. On February 15, 2014, Mr. Cahill sent a letter to STL cancelling services and demanding a refund of at least \$4,000.

70. To date, Respondent has failed to refund any portion of the fees paid to STL by Mr. Cahill.

CONCLUSIONS OF LAW:

71. By soliciting employment through advertisement, by advising Georgia resident William J. Cahill, Sr., of his legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. Cahill and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. Cahill when to do so was in violation of the laws and regulations of the profession in Georgia, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

72. By entering into an agreement for, charging and collecting fees of \$6,490 from Mr. Cahill to perform legal services in Georgia, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-02153 (Complainant: Donna A. Thurston)

FACTS:

73. At all relevant times, Donna A. Thurston was a resident of the State of Florida.

74. Respondent is not now, nor ever has been, admitted to practice law in the State of Florida. In addition, Respondent has not otherwise been authorized to practice law in the State of Florida at any relevant time.

75. Florida Stat. Ann. section 454.23 provides, in relevant part, that it shall be unlawful for any person not licensed or otherwise authorized to practice law in this state who practices law in this state or holds himself or herself out to the public as qualified to practice law in this state.

76. Florida Rules of Professional Conduct, Rule 4-5.5(b)(2) provides, in relevant part, that a lawyer who is not admitted to practice in Florida shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida.

77. In October 2013, Ms. Thurston received an STL advertisement offering to perform loan modification services. In response to the advertisement, Ms. Thurston contacted STL and discussed their loan modification services.

78. On November 1, 2013, after speaking with Respondent, Ms. Thurston agreed to retain STL to perform a loan modification of her home loan on her property located in Florida. Ms. Thurston also agreed to pay STL a flat fee of \$3,990 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned

fees” as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

79. On November 1, 2013, Ms. Thurston paid STL \$1,495 in attorney’s fees.

80. On December 1, 2013, Ms. Thurston paid STL \$1,495 in attorney’s fees.

81. On February 10, 2014, STL sent Ms. Thurston a cancellation letter with a refund of \$995.

82. To date, Respondent has failed to refund the remaining portion of the fees paid to STL by Ms. Thurston.

CONCLUSIONS OF LAW:

83. By soliciting employment through advertisement, by advising Florida resident Donna A. Thurston of her legal rights and options regarding a mortgage loan modification, by accepting employment with Ms. Thurston and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Ms. Thurston when to do so was in violation of the laws and regulations of the profession in Florida, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

84. By entering into an agreement for, charging and collecting fees of \$1,995 from Ms. Thurston to perform legal services in Florida, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-02243 (Complainant: Blake E. Boswell)

FACTS:

85. At all relevant times, Blake E. Boswell was a resident of the State of Florida.

86. Respondent is not now, nor ever has been, admitted to practice law in the State of Florida. In addition, Respondent has not otherwise been authorized to practice law in the State of Florida at any relevant time.

87. Florida Stat. Ann. section 454.23 provides, in relevant part, that it shall be unlawful for any person not licensed or otherwise authorized to practice law in this state who practices law in this state or holds himself or herself out to the public as qualified to practice law in this state.

88. Florida Rules of Professional Conduct, Rule 4-5.5(b)(2) provides, in relevant part, that a lawyer who is not admitted to practice in Florida shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida.

89. In August 2013, Mr. Boswell received an STL advertisement offering to perform loan modification services. In response to the advertisement, Mr. Boswell contacted STL and discussed their loan modification services.

90. On August 20, 2013, after speaking with STL representatives, Mr. Boswell agreed to retain STL to perform a loan modification of his first and second home loans on his property located in Florida. Mr. Boswell also agreed to pay STL a flat fee of \$7,499 (\$3,999 for his first loan and \$3,500 for his second loan) which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

91. On August 20, 2013, Mr. Boswell paid STL \$3,999 in attorney's fees.

92. On August 20, 2013, Mr. Boswell paid STL \$3,500 in attorney's fees.

93. On February 10, 2014, Mr. Boswell sent STL a cancellation letter requesting a full refund.

94. On February 22, 2014, STL sent Mr. Boswell a letter stating that his case was closed as requested.

95. To date, Respondent has failed to refund any portion of the fees paid to STL by Mr. Boswell.

CONCLUSIONS OF LAW:

96. By soliciting employment through advertisement, by advising Florida resident Blake E. Boswell of his legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. Boswell and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. Boswell when to do so was in violation of the laws and regulations of the profession in Florida, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

97. By entering into an agreement for, charging and collecting fees of \$7,499 from Mr. Boswell to perform legal services in Florida, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-02317 (Complainant: Desmond H. Page)

FACTS:

98. At all relevant times, Desmond H. Page was a resident of the State of Florida.

99. Respondent is not now, nor ever has been, admitted to practice law in the State of Florida. In addition, Respondent has not otherwise been authorized to practice law in the State of Florida at any relevant time.

100. Florida Stat. Ann. section 454.23 provides, in relevant part, that it shall be unlawful for any person not licensed or otherwise authorized to practice law in this state who practices law in this state or holds himself or herself out to the public as qualified to practice law in this state.

101. Florida Rules of Professional Conduct, Rule 4-5.5(b)(2) provides, in relevant part, that a lawyer who is not admitted to practice in Florida shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida..

102. On September 9, 2013, Mr. Page received an STL email advertisement offering to perform loan modification services. In response to the advertisement, Mr. Page contacted STL and discussed their loan modification services.

103. On October 2, 2013, after speaking with STL representatives, Mr. Page agreed to retain STL to perform a loan modification of his home loan on his property located in Florida. Mr. Page also agreed to pay STL a flat fee of \$3,995 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

104. On October 10, 2013, Mr. Page paid STL \$1,500 in attorney's fees with check no. 336.

105. On November 11, 2013, Mr. Page paid STL \$1,247.50 in attorney's fees with check no. 334.

106. On December 12, 2013, Mr. Page paid STL \$1,247.50 in attorney's fees with check no. 335.

107. On February 4, 2014, a Florida attorney, on behalf of Mr. Page, sent STL a cancellation letter requesting a full refund.

108. To date, Respondent has failed to refund any portion of the fees paid to STL by Mr. Page.

CONCLUSIONS OF LAW:

109. By soliciting employment through advertisement, by advising Florida resident Desmond H. Page of his legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. Page and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. Page when to do so was in violation of the laws and regulations of the profession in Florida, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

110. By entering into an agreement for, charging and collecting fees of \$3,995 from Mr. Page to perform legal services in Florida, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-03027 (Complainant: James B. Golden, Jr.)

FACTS:

111. At all relevant times, James B. Golden, Jr. was a resident of the State of Florida.

112. Respondent is not now, nor ever has been, admitted to practice law in the State of Florida. In addition, Respondent has not otherwise been authorized to practice law in the State of Florida at any relevant time.

113. Florida Stat. Ann. section 454.23 provides, in relevant part, that it shall be unlawful for any person not licensed or otherwise authorized to practice law in this state who practices law in this state or holds himself or herself out to the public as qualified to practice law in this state.

114. Florida Rules of Professional Conduct, Rule 4-5.5(b)(2) provides, in relevant part, that a lawyer who is not admitted to practice in Florida shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida.

115. On August 6, 2013, Mr. Golden received an STL email advertisement offering to perform loan modification services. In response to the advertisement, Mr. Golden contacted STL and discussed their loan modification services.

116. On August 21, 2013, after speaking with STL representatives, Mr. Golden agreed to retain STL to perform a loan modification of his home loan on his property located in Florida. Mr. Golden also agreed to pay STL a flat fee of \$3,500 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

117. On August 22, 2013, Mr. Golden paid STL \$2,700 in attorney's fees with a check.

118. On September 20, 2013, Mr. Golden paid STL \$800 in attorney's fees with a check.

119. On March 18, 2014, Mr. Golden sent STL a cancellation letter requesting a full refund.

120. To date, Respondent has failed to refund any portion of the fees paid to STL by Mr. Golden.

CONCLUSIONS OF LAW:

121. By soliciting employment through advertisement, by advising Florida resident James B. Golden, Jr., of his legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. Golden and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. Golden when to do so was in violation of the laws and regulations of the profession in Florida, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

122. By entering into an agreement for, charging and collecting fees of \$3,500 from Mr. Golden to perform legal services in Florida, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-03028 (Complainant: Antonio D. Lindsey)

FACTS:

123. At all relevant times, Antonio D. Lindsey was a resident of the State of Florida.

124. Respondent is not now, nor ever has been, admitted to practice law in the State of Florida. In addition, Respondent has not otherwise been authorized to practice law in the State of Florida at any relevant time.

125. Florida Stat. Ann. section 454.23 provides, in relevant part, that it shall be unlawful for any person not licensed or otherwise authorized to practice law in this state who practices law in this state or holds himself or herself out to the public as qualified to practice law in this state.

126. Florida Rules of Professional Conduct, Rule 4-5.5(b)(2) provides, in relevant part, that a lawyer who is not admitted to practice in Florida shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida.

127. On September 13, 2013, Mr. Lindsey received an STL email advertisement offering to perform loan modification services. In response to the advertisement, Mr. Lindsey contacted STL and discussed their loan modification services.

128. On September 24, 2013, after speaking with STL representatives, Mr. Lindsey agreed to retain STL to perform a loan modification of his home loan on his property located in Florida. Mr. Lindsey also agreed to pay STL a flat fee of \$4,500 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

129. On September 24, 2013, Mr. Lindsey gave STL three checks as follows: 1) Check no. 1020 for \$1,500, dated October 1, 2013; 2) Check no. 1021 for \$1,500, dated November 4, 2013; and 3) Check no. 1022 for \$1,500, dated December 2, 2013.

130. On October 1, 2013, Mr. Lindsey's check no. 1020, in the amount of \$1,500 was paid to STL as attorney's fees.

131. On November 4, 2013, Mr. Lindsey's check no. 1021, in the amount of \$1,500 was paid to STL as attorney's fees.

132. On January 3, 2014, Mr. Lindsey placed a stop payment on check no. 1022.

133. On February 17, 2014, STL sent Mr. Lindsey notice that his case was closed as requested.

134. On March 16, 2014, Mr. Lindsey sent STL a letter demanding a full refund of the fees paid.

135. To date, Respondent has failed to refund any portion of the fees paid to STL by Mr. Lindsey.

CONCLUSIONS OF LAW:

136. By soliciting employment through advertisement, by advising Florida resident Antonio D. Lindsey of his legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. Lindsey and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. Lindsey when to do so was in violation of the laws and regulations of the profession in Florida, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

137. By entering into an agreement for, charging and collecting fees of \$3,000 from Mr. Lindsey to perform legal services in Florida, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-03095 (Complainant: Jessie James Dupree)

FACTS:

138. At all relevant times, Jessie James Dupree was a resident of the State of Florida.

139. Respondent is not now, nor ever has been, admitted to practice law in the State of Florida. In addition, Respondent has not otherwise been authorized to practice law in the State of Florida at any relevant time.

140. Florida Stat. Ann. section 454.23 provides, in relevant part, that it shall be unlawful for any person not licensed or otherwise authorized to practice law in this state who practices law in this state or holds himself or herself out to the public as qualified to practice law in this state.

141. Florida Rules of Professional Conduct, Rule 4-5.5(b)(2) provides, in relevant part, that a lawyer who is not admitted to practice in Florida shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida.

142. In August 2013, Mr. Dupree received an STL email advertisement offering to perform loan modification services. In response to the advertisement, Mr. Dupree contacted STL and discussed their loan modification services.

143. On August 16, 2013, after speaking with STL representatives, Mr. Dupree agreed to retain STL to perform a loan modification of his home loan on his property located in Florida. Mr. Dupree also agreed to pay STL a flat fee of \$4,660 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

144. On August 16, 2013, Mr. Dupree paid STL \$1,165 in attorney's fees with check no. 193.

145. On September 16, 2013, Mr. Dupree's check no. 196, in the amount of \$1,165, was paid to STL. However, this check was not deposited in STL's bank account and was not therefore received by Respondent.

146. On October 16, 2013, Mr. Dupree paid STL \$1,165 in attorney's fees with check no. 195.

147. On December 21, 2013, Mr. Dupree paid STL \$1,165 in attorney's fees with a check.

148. To date, Respondent has failed to refund any portion of the fees paid to STL by Mr. Dupree.

CONCLUSIONS OF LAW:

149. By soliciting employment through advertisement, by advising Florida resident Jessie James Dupree of his legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. Dupree and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. Dupree when to do so was in violation of the laws and regulations of the profession in Florida, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

150. By entering into an agreement for, charging and collecting fees of \$3,495 from Mr. Dupree to perform legal services in Florida, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-03399 (Complainant: Paul Joseph Cirillo)

FACTS:

151. At all relevant times, Paul Joseph Cirillo was a resident of the State of Florida.

152. Respondent is not now, nor ever has been, admitted to practice law in the State of Florida. In addition, Respondent has not otherwise been authorized to practice law in the State of Florida at any relevant time.

153. Florida Stat. Ann. section 454.23 provides, in relevant part, that it shall be unlawful for any person not licensed or otherwise authorized to practice law in this state who practices law in this state or holds himself or herself out to the public as qualified to practice law in this state.

154. Florida Rules of Professional Conduct, Rule 4-5.5(b)(2) provides, in relevant part, that a lawyer who is not admitted to practice in Florida shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida.

155. In October, 2013, Mr. Cirillo received an STL email advertisement offering to perform loan modification services. In response to the advertisement, Mr. Cirillo contacted STL and discussed their loan modification services.

156. On October 7, 2013, after speaking with STL representatives, Mr. Cirillo agreed to retain STL to perform a loan modification of his first and second home loans on his property located in Florida. Mr. Cirillo also agreed to pay STL a flat fee of \$3,495 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

157. On October 8, 2013, Mr. Cirillo paid STL \$1,747.50 in attorney's fees with a check.

158. On November 15, 2013, Mr. Cirillo paid STL \$1,747.50 in attorney's fees with a check.

159. To date, Respondent has failed to refund any portion of the fees paid to STL by Mr. Cirillo.

CONCLUSIONS OF LAW:

160. By soliciting employment through advertisement, by advising Florida resident Paul Joseph Cirillo of his legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. Cirillo and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. Cirillo when to do so was in violation of the laws and regulations of the profession in Florida, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

161. By entering into an agreement for, charging and collecting fees of \$3,495 from Mr. Cirillo to perform legal services in Florida, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-03503 (Complainants: Robert and Lenni Martinez)

FACTS:

162. At all relevant times, Robert and Lenni Martinez were residents of the State of Texas and owned a property in Florida.

163. Although on November 4, 1983, Respondent was admitted to practice law in the State of Texas, effective May 15, 2004 up through the present, Respondent has been ineligible to practice law in Texas for administrative reasons.

164. Texas Government Code section 81.101 provides, in relevant part, that the "practice of law" includes the giving of advice or the rendering of any service requiring the use of legal skill or knowledge, such as preparing a will, contract, or other instrument, the legal effect of which under the facts and conclusions involved must be carefully determined.

165. Texas Government Code section 83.102 provides, in relevant part, that a person may not practice law in this state unless the person is a member of the state bar.

166. Texas Government Code section 83.001 provides, in relevant part, that a person who is not an attorney licensed in this state may not charge or receive, either directly or indirectly, any compensation for all or any part of the preparation of a legal instrument affecting title to real property, including a deed, deed of trust, mortgage, and transfer or release of lien.

167. Texas Government Code section 38.122 provides that a person commits an offense, if with intent to obtain an economic benefit for himself or herself, the person holds himself or herself out as a lawyer, unless he or she is currently licensed to practice law in this state, another state, or a foreign country and is in good standing with the State Bar of Texas and the state bar or licensing authority of any and all other states and foreign countries where licensed.

168. Texas Disciplinary Rules of Professional Conduct, rule 5.05 provides that a lawyer shall not practice law in a jurisdiction where doing so violates the regulation of the legal profession in that jurisdiction.

169. Respondent is not now, nor ever has been, admitted to practice law in the State of Florida. In addition, Respondent has not otherwise been authorized to practice law in the State of Florida at any relevant time.

170. Florida Stat. Ann. section 454.23 provides, in relevant part, that it shall be unlawful for any person not licensed or otherwise authorized to practice law in this state who practices law in this state or holds himself or herself out to the public as qualified to practice law in this state.

171. Florida Rules of Professional Conduct, Rule 4-5.5(b)(2) provides, in relevant part, that a lawyer who is not admitted to practice in Florida shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida.

172. In September, 2013, Mr. & Mrs. Martinez received an STL email advertisement offering to perform loan modification services. In response to the advertisement, Mr. & Mrs. Martinez contacted STL and discussed their loan modification services.

173. On September 19, 2013, after speaking with STL representatives, Mr. & Mrs. Martinez agreed to retain STL to perform a loan modification of their first and second home loan on their property located in Florida. Mr. & Mrs. Martinez also agreed to pay STL a flat fee of \$3,495 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

174. On October 4, 2013, Mr. & Mrs. Martinez paid \$1,165 to STL as attorney's fees.

175. On November 4, 2013, Mr. & Mrs. Martinez paid \$1,165 to STL as attorney's fees.

176. On December 4, 2013, Mr. & Mrs. Martinez paid \$1,165 to STL as attorney's fees.

177. On July 2, 2014, Mr. & Mrs. Martinez sent STL a letter demanding a full refund of the fees paid.

178. To date, Respondent has failed to refund any portion of the fees paid to STL by Mr. & Mrs. Martinez.

CONCLUSIONS OF LAW:

179. By soliciting employment through advertisement, by advising Texas residents Robert and Lenni Martinez of their legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. and Mrs. Martinez and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. and Mrs. Martinez's Florida property loan when to do so was in violation of the laws and regulations of the profession in Florida and was in violation of the laws and regulations of the profession in Texas, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

180. By entering into an agreement for, charging and collecting fees of \$3,495 from Texas residents Mr. and Mrs. Martinez to perform legal services regarding a Florida property loan, when Respondent was not entitled to practice law in Florida and ineligible to practice law Texas, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-03638 (Complainant: Judith St. Clair)

FACTS:

181. At all relevant times, Judith St. Clair was a resident of the State of New York.

182. Respondent is not now, nor ever has been, duly and regularly licensed or admitted to practice law or taken the constitutional oath in the State of New York.

183. New York Judiciary Law section 478 provides, in relevant part, that it shall be unlawful for any natural person to hold himself out to the public as being entitled to practice law, in such manner as to convey the impression that he is a legal practitioner of law or in any manner to advertise that he has, owns, conducts or maintains a law office, without having first been duly and regularly licensed and admitted to practice law in the courts of record of this state, and without having taken the constitutional oath.

184. New York Rules of Professional Conduct, rule 5.5(b) (N.Y. Comp. Codes R. & Regs. tit. 22, section 1200.0) provides that a lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction.

185. In July 2013, Ms. St. Clair received an STL advertisement offering to perform loan modification services. In response to the advertisement, Ms. St. Clair contacted STL and discussed their loan modification services.

186. On July 12, 2013, after speaking with Respondent's office, Ms. St. Clair agreed to retain STL to perform a loan modification of her home loan on her property located in New York. Ms. St. Clair also agreed to pay STL a flat fee of \$5,900 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the

“Engagement Letter,” at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as “earned fees.” Additional portions of the fees would be withdrawn as “earned fees” as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

187. On July 17, 2013, Ms. St. Clair paid STL \$2,000 in attorney’s fees with check no. 425.

188. On August 17, 2013, Ms. St. Clair paid STL \$1,950 in attorney’s fees with check no. 424.

189. On September 19, 2013, Ms. St. Clair paid STL \$1,950 in attorney’s fees with check no. 435.

190. Between September 4, 2013 and October 22, 2013, Ms. St. Clair exchanged emails with New York attorney Michael Zoldan, where Mr. Zoldan stated he was the STL attorney assigned to her case.

191. After October 22, 2013, Ms. St. Clair never received another communication from New York attorney Zoldan.

192. At all times relevant, Mr. Zoldan did not supervise or in any way monitor the loan modification services provided to Ms. St. Clair by STL.

193. Between July 12, 2013 and October 7, 2013, Ms. St. Clair exchanged emails with STL staff who provided her updates on the status of her loan modification and made requests for financial information and documents to Ms. St. Clair who in turn provided all information and documents requested.

194. On October 7, 2013, STL staff notified Ms. St. Clair by email that her loan modification request had been denied on September 16, 2013.

195. To date, Respondent has failed to refund any portion of the fees paid to STL by Ms. St. Clair.

CONCLUSIONS OF LAW:

196. By soliciting employment through advertisement, by advising New York resident Judith St. Clair of her legal rights and options regarding a mortgage loan modification, by accepting employment with Ms. St. Clair and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Ms. St. Clair when to do so was in violation of the laws and regulations of the profession in New York, when he was not admitted to practice law in New York, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

197. By entering into an agreement for, charging and collecting fees of \$5,900 from Ms. St. Clair to perform legal services in New York, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-03984 (Complainant: Kimberly Mantzoros)

FACTS:

198. At all relevant times, Kimberly Mantzoros was a resident of the State of Illinois.

199. Respondent is not now, nor ever has been, admitted to practice law in the State of Illinois.

200. 705 Illinois Compiled Statutes 205/1 (from Ch. 13, par. 1) provides, in relevant part, that no person shall be permitted to practice as an attorney or counselor at law within this State or shall receive any compensation directly or indirectly for any legal services other than a regularly licensed attorney, nor may an unlicensed person advertise or hold himself or herself out to provide legal services without having previously obtained a license for that purpose from the Supreme Court of this State.

201. Illinois Rules of Professional Conduct, rule 5.5(b), provides, in relevant part that a lawyer who is not admitted to practice in this jurisdiction shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in this jurisdiction.

202. In July 2013, Ms. Mantzoros received an STL advertisement offering to perform loan modification services. In response to the advertisement, Ms. Mantzoros contacted STL and discussed their loan modification services.

203. On August 30, 2013, after speaking with STL representatives, Ms. Mantzoros agreed to retain STL to perform a loan modification of his home loan on his property located in Illinois. Ms. Mantzoros also agreed to pay STL a flat fee of \$6,490 in three payments which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Service Agreement," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

204. On August 30, 2013, Ms. Mantzoros paid STL \$2,615 in attorney's fees with check no. 97.

205. On September 27, 2013, Ms. Mantzoros paid STL \$2,162.50 in attorney's fees with check no. 98.

206. In October, 2013, Ms. Mantzoros paid STL \$2,162.50 in attorney's fees with check no. 99.

207. After April 2014, despite several telephone calls to STL requesting the status of his loan modification, Ms. Mantzoros was never again able to communicate with Respondent or any person at STL.

208. To date, Respondent has failed to refund any portion of the fees paid to STL by Ms. Mantzoros.

CONCLUSIONS OF LAW:

209. By soliciting employment through advertisement, by advising Illinois resident Kimberly Mantzoros of her legal rights and options regarding a mortgage loan modification, by accepting employment with Ms. Mantzoros and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Ms. Mantzoros when to do so was in violation of the laws and regulations of the profession in Illinois, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

210. By entering into an agreement for, charging and collecting fees of \$6,490 from Ms. Mantzoros to perform legal services in Illinois, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-04390 (Complainant: Robert Simoneau)

FACTS:

211. At all relevant times, Robert Simoneau was a resident of the State of Massachusetts.

212. Respondent is not now, nor ever has been, authorized, entitled, competent, qualified, able or admitted to practice law in the State of Massachusetts.

213. Massachusetts General Laws, Chap. 221, section 46A-46C provides, in relevant part, that no individual, other than a member, in good standing, of the bar of this commonwealth shall practice law, or, by word, sign, letter, advertisement or otherwise, hold himself out as authorized, entitled, competent, qualified or able to practice law.

214. Massachusetts Rules of Professional Conduct, rule 5.5(b) provides, in relevant part, that a lawyer who is not admitted to practice in this jurisdiction shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in this jurisdiction.

215. In July 2013, Mr. Simoneau received an STL advertisement offering to perform loan modification services. In response to the advertisement, Mr. Simoneau contacted STL and discussed their loan modification services.

216. On August 30, 2013, after speaking with STL representatives, Mr. Simoneau agreed to retain STL to perform a loan modification of his home loan on his property located in Massachusetts. Mr. Simoneau also agreed to pay STL a flat fee of \$3,495 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

217. Between August 30, 2013 and December 18, 2013, Mr. Simoneau sent emails to STL staff requesting updates on the status of his loan modification without receiving any responses. On December

19, 2013, Mr. Simoneau sent an email to lgross@statetrustlegal.com informing Respondent of the lack of communication and requesting a refund. Respondent received the email.

218. On December 20, 2013, in response to the email sent to Respondent, a STL staff member replied to Mr. Simoneau email stating he was assigned to handle the loan modification.

219. Between December 20, 2013 and March 17, 2014, Mr. Simoneau and his wife continued to respond to any requests for information and documentation, but would again not receive prompt replies to their emails requesting status. After March 17, 2014, despite further attempts at communication, Mr. Simoneau never again received any reply or communication from STL.

220. To date, Respondent has failed to refund any portion of the fees paid to STL by Mr. Simoneau.

CONCLUSIONS OF LAW:

221. By soliciting employment through advertisement, by advising Massachusetts resident Robert Simoneau of his legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. Simoneau and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. Simoneau when to do so was in violation of the laws and regulations of the profession in Massachusetts, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

222. By entering into an agreement for, charging and collecting fees of \$3,495 from Mr. Simoneau to perform legal services in Massachusetts, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee for legal services that constituted the unlawful practice of law, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-05408 (Complainants: Michael and Tammy Ziesak)

FACTS:

223. At all relevant times, Michael and Tammy Ziesak were residents of the State of Florida.

224. Respondent is not now, nor ever has been, admitted to practice law in the State of Florida. In addition, Respondent has not otherwise been authorized to practice law in the State of Florida at any relevant time.

225. Florida Stat. Ann. section 454.23 provides, in relevant part, that it shall be unlawful for any person not licensed or otherwise authorized to practice law in this state who practices law in this state or holds himself or herself out to the public as qualified to practice law in this state.

226. Florida Rules of Professional Conduct, Rule 4-5.5(b)(2) provides, in relevant part, that a lawyer who is not admitted to practice in Florida shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida.

227. In September 2013, Michael and Tammy Ziesak received an STL advertisement offering to perform loan modification services. In response to the advertisement, Michael and Tammy Ziesak contacted STL and discussed their loan modification services.

228. On September 3, 2013, after speaking with STL representatives, Michael and Tammy Ziesak agreed to retain STL to perform a loan modification of their home loan on their property located in Florida. Michael and Tammy Ziesak also agreed to pay STL a flat fee of \$5,990 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

229. On September 6, 2013, Michael and Tammy Ziesak paid STL \$2,000 in attorney's fees with check no. 6289.

230. On October 9, 2013, Michael and Tammy Ziesak paid STL \$1,995 in attorney's fees with check no. 6225.

231. On November 13, 2013, Michael and Tammy Ziesak paid STL \$1,995 in attorney's fees with check no. 6227.

232. Between September 3, 2013 and May 27, 2014, Michael and Tammy Ziesak exchanged emails and otherwise communicated with STL staff who provided them updates on the status of their loan modification and made requests for financial information and documents to Michael and Tammy Ziesak who in turn provided all information and documents requested.

233. To date, Respondent has failed to refund any portion of the fees paid to STL by Michael and Tammy Ziesak.

CONCLUSIONS OF LAW:

234. By soliciting employment through advertisement, by advising Florida residents Michael and Tammy Ziesak of their legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. and Mrs. Ziesak and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. and Mrs. Ziesak when to do so was in violation of the laws and regulations of the profession in Florida, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

235. By entering into an agreement for, charging and collecting fees of \$5,990 from Mr. and Mrs. Ziesak to perform legal services in Florida, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 14-O-05409 (Complainant: Grace Nucciarone)

FACTS:

236. At all relevant times, Grace Nucciarone was a resident of the State of New York.

237. Respondent is not now, nor ever has been, duly and regularly licensed or admitted to practice law or taken the constitutional oath in the State of New York.

238. New York Judiciary Law section 478 provides, in relevant part, that it shall be unlawful for any natural person to hold himself out to the public as being entitled to practice law, in such manner as to convey the impression that he is a legal practitioner of law or in any manner to advertise that he has, owns, conducts or maintains a law office, without having first been duly and regularly licensed and admitted to practice law in the courts of record of this state, and without having taken the constitutional oath.

239. New York Rules of Professional Conduct, rule 5.5(b) (N.Y. Comp. Codes R. & Regs. tit. 22, section 1200.0) provides that a lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction.

240. In September 2013, Ms. Nucciarone received an STL advertisement offering to perform loan modification services. In response to the advertisement, Ms. Nucciarone contacted STL and discussed their loan modification services.

241. On September 18, 2013, after speaking with Respondent's office, Ms. Nucciarone agreed to retain STL to perform a loan modification of her home loan on her property located in New York. Ms. Nucciarone also agreed to pay STL a flat fee of \$3,495 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

242. On October 1, 2013, Ms. Nucciarone paid STL \$3,495 in attorney's fees with her credit card.

243. On October 11, 2013, Ms. Nucciarone received an email from New York attorney Michael Zoldan, where Mr. Zoldan stated he was the STL attorney assigned to her case.

244. After October 11, 2013, Ms. Nucciarone never received another communication from New York attorney Mr. Zoldan.

245. At all times relevant, Mr. Zoldan did not supervise or in any way monitor the loan modification services provided to Ms. Nucciarone by STL.

246. To date, Respondent has failed to refund any portion of the fees paid to STL by Ms. Nucciarone.

CONCLUSIONS OF LAW:

247. By soliciting employment through advertisement, by advising New York resident Grace Nucciarone of her legal rights and options regarding a mortgage loan modification, by accepting employment with Ms. Nucciarone and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Ms. Nucciarone when to do so was in violation of the laws and regulations of the profession in New York, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

248. By entering into an agreement for, charging and collecting fees of \$3,495 from Ms. Nucciarone to perform legal services in New York, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 15-O-10065 (Complainants: Patrick and Paula Morrison)

FACTS:

249. At all relevant times, Patrick and Paula Morrison were residents of the State of New York.

250. Respondent is not now, nor ever has been, duly and regularly licensed or admitted to practice law or taken the constitutional oath in the State of New York.

251. New York Judiciary Law section 478 provides, in relevant part, that it shall be unlawful for any natural person to hold himself out to the public as being entitled to practice law, in such manner as to convey the impression that he is a legal practitioner of law or in any manner to advertise that he has, owns, conducts or maintains a law office, without having first been duly and regularly licensed and admitted to practice law in the courts of record of this state, and without having taken the constitutional oath.

252. New York Rules of Professional Conduct, rule 5.5(b) (N.Y. Comp. Codes R. & Regs. tit. 22, section 1200.0) provides that a lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction.

253. In October 2013, Patrick and Paula Morrison received an STL advertisement offering to perform loan modification services. In response to the advertisement, Patrick and Paula Morrison contacted STL and discussed their loan modification services.

254. On October 17, 2013, after speaking with Respondent's office, Patrick and Paula Morrison agreed to retain STL to perform a loan modification of her home loan on her property located in New York. Patrick and Paula Morrison also agreed to pay STL a flat fee of \$3,995 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

255. Respondent's New York "network attorneys" did not supervise or in any way monitor the loan modification services provided to Mr. and Mrs. Morrison by STL.

256. On October 18, 2013, Patrick and Paula Morrison paid STL \$1,500 in attorney's fees with check no. 696.

257. On November 18, 2013, Patrick and Paula Morrison paid STL \$1,247.50 in attorney's fees with check no. 697.

258. On December 18, 2013, Patrick and Paula Morrison paid STL \$1,247.50 in attorney's fees with check no. 698.

259. Between October 17, 2013 and May 22, 2014, Patrick and Paula Morrison exchanged emails and otherwise communicated with STL staff who provided them updates on the status of their loan modification and made requests for financial information and documents to Patrick and Paula Morrison who in turn provided all information and documents requested.

260. To date, Respondent has failed to refund any portion of the fees paid to STL by Patrick and Paula Morrison.

CONCLUSIONS OF LAW:

261. By soliciting employment through advertisement, by advising New York residents Patrick and Paula Morrison of their legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. and Mrs. Morrison and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. and Mrs. Morrison when to do so was in violation of the laws and regulations of the profession in New York, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

262. By entering into an agreement for, charging and collecting fees of \$3,995 from Mr. and Mrs. Morrison to perform legal services in New York, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

Case No. 15-O-10086 (James A. Bond and Marilyn D. Bond)

FACTS:

263. At all relevant times, James A. Bond and Marilyn D. Bond were residents of the State of Florida.

264. Respondent is not now, nor ever has been, admitted to practice law in the State of Florida. In addition, Respondent has not otherwise been authorized to practice law in the State of Florida at any relevant time.

265. Florida Stat. Ann. section 454.23 provides, in relevant part, that it shall be unlawful for any person not licensed or otherwise authorized to practice law in this state who practices law in this state or holds himself or herself out to the public as qualified to practice law in this state.

266. Florida Rules of Professional Conduct, Rule 4-5.5(b)(2) provides, in relevant part, that a lawyer who is not admitted to practice in Florida shall not hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida.

267. In October 2013, James A. Bond and Marilyn D. Bond received an STL advertisement offering to perform loan modification services. In response to the advertisement, James A. Bond and Marilyn D. Bond contacted STL and discussed their loan modification services.

268. On October 31, 2013, James A. Bond and Marilyn D. Bond agreed to retain STL to perform a loan modification of her home loan on their property located in Florida. James A. Bond and Marilyn D. Bond also agreed to pay STL a flat fee of \$3,495 which would be deposited into STL's client trust account ("CTA") and held in trust until STL completed a phase of the legal services, as defined in the "Engagement Letter," at which time a portion of the fees corresponding to the completed phase would be withdrawn by STL as "earned fees." Additional portions of the fees would be withdrawn as "earned fees" as each successive phase of loan modification services were performed until the entire fee was withdrawn by STL.

269. On October 31, 2013, Ms. Bond paid STL \$1,747.50 in attorney's fees with check no. 1050.

270. On December 2, 2013, Ms. Bond paid STL \$1,747.50 in attorney's fees with check no. 1078.

271. To date, Respondent has failed to refund any portion of the fees paid to STL by James A. Bond and Marilyn D. Bond.

CONCLUSIONS OF LAW:

272. By soliciting employment through advertisement, by advising Florida residents James A. Bond and Marilyn D. Bond of their legal rights and options regarding a mortgage loan modification, by accepting employment with Mr. and Mrs. Bond and by performing legal services in connection with negotiating and obtaining a mortgage loan modification for Mr. and Mrs. Bond when to do so was in violation of the laws and regulations of the profession in Florida, Respondent held himself out as entitled to practice law and practiced law in willful violation of the Rules of Professional Conduct, rule 1-300(B).

273. By entering into an agreement for, charging and collecting fees of \$3,495 from Mr. and Mrs. Bond to perform legal services in Florida, where Respondent is not entitled to practice law, Respondent entered into an agreement for, charged and collected an illegal fee, in willful violation of the Rules of Professional Conduct, rule 4-200(A).

AGGRAVATING CIRCUMSTANCES.

Client Harm (Std. 1.5(f)): Respondent's misconduct caused significant financial harm to all 20 out-of-state clients in these matters. All 20 out-of-state clients hired Respondent because they needed representation for a loan modification and were facing the risk of foreclosure or otherwise losing their home. They were in financial distress. The deprivation and loss of the use of the funds that each of the 20 out-of-state clients paid to Respondent and the additional funds paid by at least two of the out-of-state clients to hire replacement counsel caused significant financial harm. (*In the Matter of Casey* (Review Dept. 2008) 5 Cal. State Bar Ct. Rptr. 117, 126 [significant harm found where client incurred additional fees and costs and suffered three years of misery in an unsuccessful attempt to reclaim condominium].) In addition, Respondent's charging and collecting illegal fees for loan modifications in violation of law harmed the public and the administration of justice. (*In the Matter of Wells* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 896, 913 [collecting illegal fees significantly harmed the public, the administration of justice and clients].)

Multiple Acts of Misconduct (Std. 1.5(b)): Respondent's misconduct herein involves 40 counts of misconduct in 20 client matters involving multiple violations of rules 1-300(B) and 4-200(A).

Failure to Make Restitution (Standard 1.5(i)): As of the present date, despite requests from all 20 out-of-state clients and the filing of State Bar Complaints, Respondent continues to fail to pay any restitution to any of 20 out-of-state clients.

ADDITIONAL FACTS RE MITIGATING CIRCUMSTANCES.

No Prior Record of Discipline: Respondent had been in practice for 22 years without a prior record when the first misconduct in this matter occurred. Although the misconduct in this matter is serious, involving the unauthorized practice of law in a foreign jurisdiction and the charging and collecting of illegal fees, the significant period of time without discipline is entitled to some limited mitigation. (*In the Matter of Stamper* (Review Dept. 1990) 1 Cal. State Bar Ct. Rptr. 96, 106, fn.13.; *In the Matter of Riordan* (Review Dept. 2007) 5 Cal. State Bar Ct. Rptr. 41, 49.)

Pre-Trial Stipulation: Respondent has agreed to enter into this pre-trial stipulation to fully resolve this matter without the necessity of a trial, thereby saving the State Bar time and resources. (*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 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).)

Given the facts herein, there is no reason to deviate from the Standards. Respondent has committed 40 acts of professional misconduct in 20 client matters. Standards 1.7(b) and (c) require that where a Respondent has committed two or more acts of misconduct, and different sanctions are prescribed by the standards that apply to those acts, the sanction imposed shall be the more or most severe prescribed in the applicable standards. In all 20 client matters, the gravamen of Respondent's misconduct was that he charged and collected an illegal fee because he was not authorized to practice law in each client's state.

The most severe sanction applicable to Respondent misconduct in this matter is standard 2.3(b), dealing expressly with charging and collecting an illegal fee.¹ Standard 2.3(b) provides that "[s]uspension or reproof is appropriate for entering into an agreement for, charging or collecting an illegal fee for legal services."

As discussed above, between June 2013 and May 2014, by holding himself out as entitled to practice law and practicing law to 20 out-of-state clients residing in South Carolina, Michigan, Texas, New York, Georgia, Illinois, Massachusetts and Florida, Respondent entered into an agreement for, charged and collected fees from each of these clients in violation of rule 4-200(A). The conclusion that Respondent held himself out as entitled to practice law in the above-named eight states in these 20 matters compels the further conclusion that the fees Respondent charged and collected from the clients in these matters were illegal under rule 4-200(A). (*In the Matter of Wells* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 896, 904 [attorney not entitled to recover fees for UPL committed in violation of rule 1-300(B) and ordered to refund fees].)

Consequently, there is no reason to further inquire into the extent of any services Respondent provided to the 20 clients in these matters. The fees charged and collected by Respondent were illegal and accordingly all payments made by the 20 clients in these matters must be returned as restitution.

Respondent's conduct is further aggravated by four circumstances, namely, multiple acts, significant client harm and failures to make restitution. The existence of these aggravating circumstances further points to the serious and grave nature of Respondent's misconduct. On the other hand, Respondent had

¹ In this matter Respondent's misconduct also involves the unauthorized practice of law in a foreign jurisdiction in violation of rule 1-300(B). However, there is no standard that expressly applies to a violation of rule 1-300(B). But, Standard 2.15 provides that "[s]uspension not to exceed three years or reproof is appropriate for a violation of a provision of the Business and Professions Code or the Rules of Professional Conduct not specified in these Standards." Thus, Standard 2.15 as a "catch-all" standard, could be applied to a violation of rule 1-300(B). If Standard 2.15 were applied to these matters, due to the multiple counts of unlawful practice of law, the resulting discipline would be the same.

been in practice with no prior record of discipline for 22 years when the first misconduct in this matter occurred. This suggests that Respondent's conduct in this matter is not typical based on his practice history. However, the extent of misconduct shows that the lapse of Respondent's ethical judgment was not aberrant, and significant discipline is warranted.

Guided by standard 2.3(b), the mitigating and aggravating evidence, as well as the operation of Standards 1.7(b) and (c), the appropriate discipline to impose in this matter would be three years suspension, stayed, three years' probation on standard terms and conditions, including an eighteen-month actual suspension as well as compliance with rule 9.20, California Rules of Court. In addition, Respondent will make full restitution to all 20 out-of-state clients prior to the expiration of the period of probation ordered in this case. This level of discipline best serves the purposes of professional discipline as stated in Standard 1.1 because it will allow Respondent the opportunity to gain insight into his misconduct, while at the same time protect the public and the courts and maintain the integrity of the legal profession.

This recommended level of discipline is also supported by case law. In a recent case, *In the Matter of Taylor* (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 221, 236, the Review Department recommended a minimum six-month actual suspension that would remain in place until the attorney made full restitution for all illegal fees collected. Like Respondent, the attorney in *Taylor* had no prior discipline, was fully aware of the statutory prohibitions against upfront fees for loan modification services, and engaged in serious misconduct causing significant harm to his clients. (*Ibid.*) However, *Taylor* is less serious, and therefore involves less discipline, because that misconduct involved far fewer clients, occurred over a shorter time period, and resulted in the collection of fewer illegal fees than those collected in this case. (See also *In the Matter of Wells*, supra, 4 Cal. State Bar Ct. Rptr. 896 [six-month actual suspension for UPL involving only two clients]; *In the Matter of Harney* (Review Dept. 1995) 3 Cal. State Bar Ct. Rptr. 266 [six-month actual suspension for illegal fee involving single client].)

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed Respondent that as of May 29, 2015, the prosecution costs in this matter are \$23,688. 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.

RESTITUTION.

Financial Conditions

a. Restitution

Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payees listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payees for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amounts paid, plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

Payee	Principal Amount	Interest Accrues From
Colleen L. Clark	\$2,400	September 19, 2013
Dmitri S. Pallas	\$7,300	July 16, 2013
Leonard Williams	\$1,750	September 24, 2013
Laurie Ann Villafranco	\$3,999	August 30, 2013
William J. Cahill, Sr.	\$6,490	July 23, 2013
Donna A. Thurston	\$1,995	November 1, 2013
Blake E. Boswell	\$7,499	August 20, 2013
Desmond H. Page	\$3,995	October 2, 2013
James B. Golden, Jr.	\$3,500	August 21, 2013
Antonio D. Lindsey	\$3,000	September 24, 2013
Jessie James Dupree	\$3,495	August 16, 2013
Paul Joseph Cirillo	\$3,495	October 7, 2013
Robert and Lenni Martinez	\$3,495	September 19, 2013
Judith St. Clair	\$5,900	July 12, 2013
Kimberly Mantzoros	\$6,490	August 20, 2013
Robert Simoneau	\$3,495	August 30, 2013
Michael and Tammy Ziesak	\$5,990	September 3, 2013
Grace Nucciarone	\$3,495	September 18, 2013
Patrick and Paula Morrison	\$3,995	October 17, 2013
James A. and Marilyn D. Bond	\$3,495	October 31, 2013

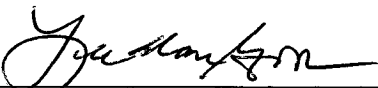
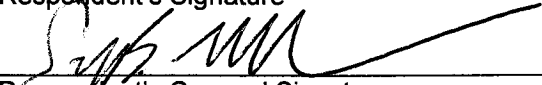
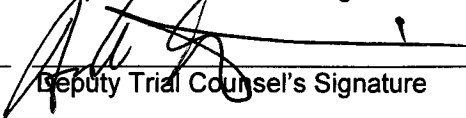
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In the Matter of:
LEE ALAN GROSS

Case number(s):
14-O-00303; 14-O-00440; 14-O-01012; 14-O-01466;
14-O-01584; 14-O-02153; 14-O-02243; 14-O-02317;
14-O-03027; 14-O-03028; 14-O-03095; 14-O-03399;
14-O-03503; 14-O-03638; 14-O-03984; 14-O-04390;
14-O-05408; 14-O-05409; 15-O-10065; 15-O-10086.

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>6-22-15</u>		Lee Alan Gross
Date	Respondent's Signature	Print Name
<u>6-22-15</u>		Scott B. Well
Date	Respondent's Counsel Signature	Print Name
<u>6-22-15</u>		Ashod Mooradian
Date	Deputy Trial Counsel's Signature	Print Name

(Do not write above this line.)

In the Matter of:
LEE ALAN GROSS

Case Number(s):
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14-O-01466; 14-O-01584; 14-O-02153;
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14-O-04390; 14-O-05408; 14-O-05409;
15-O-10065; 15-O-10086

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.

See attached Modifications to Stipulation.

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

July 21, 2015

Rebecca Meyer Rosenberg
REBECCA MEYER ROSENBERG, JUDGE PRO TEM
Judge of the State Bar Court

Case Nos. 14-O-00303; 14-O-00440; 14-O-01012; 14-O-01466; 14-O-01584; 14-O-02153; 14-O-02243; 14-O-02317; 14-O-03027; 14-O-03028; 14-O-03095; 14-O-03399; 14-O-03503; 14-O-03638; 14-O-03984; 14-O-04390; 14-O-05408; 14-O-05409; 15-O-10065; 15-O-10086

MODIFICATIONS TO STIPULATION

1. On page 4 of the stipulation, an "X" is inserted in the box at paragraph D.(1)(b).
2. On page 14 of the Stipulation, at numbered paragraph 57, line 3, the word "fee" is inserted after the word "illegal".
3. On page 17 of the Stipulation, at numbered paragraph 84, line 3, the word "fee" is inserted after the word "illegal".
4. On page 19 of the Stipulation, at numbered paragraph 110, line 3, the word "fee" is inserted after the word "illegal".
5. On page 26 of the Stipulation, middle of the page above "Facts", "Judth St. Clair" is deleted, and in its place is inserted "Judith St. Clair".
6. On page 28 of the Stipulation, the language at numbered paragraph 203 is deleted in its entirety, and in its place is inserted the following: "On August 20, 2013, after speaking with STL representatives, Ms. Mantzoros agreed to retain STL to perform a loan modification of her home loan on her property located in Illinois. Ms. Mantzoros agreed to pay STL a flat fee totaling \$3,995."
7. On page 28 of the Stipulation, numbered paragraph 204, "\$2,615" is deleted, and in its place is inserted "\$2165".
8. On page 28 of the Stipulation, at numbered paragraph 206, "October, 2013" is deleted, and in its place is inserted "October 25, 2013".
9. On page 29 of the Stipulation, the following language is added at the end of numbered paragraph 216: "On August 30, 2013, Mr. Simoneau paid STC \$3,495 in attorney's fees with check no. 4142."
10. On page 34 of the Stipulation, at numbered paragraph 262, line 3, the word "fee" is inserted after the word "illegal".
11. On page 39 of the Stipulation, the "Interest Accrues From" dates are deleted for all clients except Villafranco and Boswell, and the following "Interest Accrues From" dates are inserted for the following clients:
 - Clark: November 13, 2013
 - Pallas: August 23, 2013
 - Williams: October 23, 2013
 - Cahill, Sr.: October 4, 2013
 - Thurston: December 1, 2013
 - Page: December 12, 2013
 - Golden, Jr.: September 20, 2013
 - Lindsey: November 4, 2013
 - Dupree: December 21, 2013
 - Cirillo: November 15, 2013
 - Martinez: December 4, 2013
 - St. Clair: September 19, 2013
 - Mantzoros: October 25, 2013
 - Simoneau: August 30, 2013
 - Ziesak: November 13, 2013
 - Nucciarone: October 1, 2013
 - Morrison: December 18, 2013
 - Bond: December 2, 2013

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 July 21, 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:

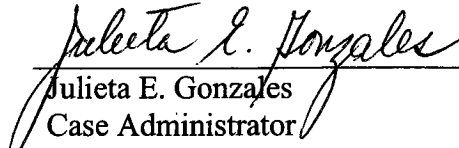
- ☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

SCOTT B. WELL
LAW OFFICES OF SCOTT B. WELL
2122 N BROADWAY
SANTA ANA, CA 92706

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

Ashod Mooradian, Enforcement, Los Angeles
Terrie Goldade, Office of Probation, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on July 21, 2015.



Julieta E. Gonzales
Case Administrator
State Bar Court