



1 RUSSELL J. THOMULKA, SBN 63007
Attorney at Law
2 5850 Canoga Avenue, Suite 302
Woodland Hills, California 91367
3 (818) 594-5004

FILED

JUL 22 2016

**STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES**

4 Attorney for Andrew M. Weitz
State Bar No. 129962
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8 STATE BAR COURT

9 HEARING DEPARTMENT - LOS ANGELES
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11	IN THE MATTER OF:)	Case Numbers: 14-0-05994,
)	15-0-13632, 15-0-14657,
12	ANDREW MARK WEITZ,)	15-0-15176. 15-0-15227,
	No. 129962,)	16-0-10268
13)	
)	
14	A Member of the State Bar.)	RESPONDENT ANDREW MARK WEITZ'
)	ANSWER TO DISCIPLINARY CHARGES

15
16 The address to where all further notices to Respondent in
17 relation to these proceedings may be sent as follows:

18 Law Offices of Russell J. Thomulka, 5850 Canoga Avenue, Suite
19 302, Woodland Hills, California 91367
20

21 COUNT ONE

22 The Respondent denies each and every, all and singular,
23 generally and specifically, the allegations and charges, and
24 specifically alleges and states that there was never any agreement
25 between Respondent and Shone Harris and Danniell Howard providing
26 that Respondent negotiate a home mortgage. Respondent did not
27 collect \$12,000.00 from Harris and Howard, nor did he receive any
28 portion thereof. The Respondent was only requested to negotiate a

1 settlement between Harris and the Veritas Law Group to settle the
2 payment issues between the parties.

3 COUNT TWO

4 The Respondent denies each and every, all and singular,
5 generally and specifically, the allegations and charges.

6 COUNT THREE

7 The Respondent denies each and every, all and singular,
8 generally and specifically, the allegations and charges.

9 COUNT FOUR

10 The Respondent denies each and every, all and singular,
11 generally and specifically, the allegations and charges.

12 COUNT FIVE

13 The Respondent denies each and every, all and singular,
14 generally and specifically, the allegations and charges, and
15 specifically alleges and states that he never was retained by Mazie
16 Buckley, never met Ms. Buckley or did he receive any advance fee
17 from her.

18 COUNT SIX

19 The Respondent denies each and every, all and singular,
20 generally and specifically, the allegations and charges, and
21 specifically alleges the Respondent wasn't involved with Ms.
22 Williams' case and she retained the Veritas Lw Group, not attorney
23 Weitz and signed a retainer agreement with Veritas Law Group. Even
24 in the summary of the investigator, the investigator tried to link
25 Fay Weitz, the Respondent's wife to the Veritas Law Group, but
26 failed to state that any contact Ms. Williams had with the law firm
27 of Andrew Weitz was after Mr. Weitz terminated with the Veritas Law
28 Group and opened an office in Encino where Fay Weitz started

1 working with her husband. Fay Weitz never worked at the Veritas
2 Law Group.

3 COUNT SEVEN

4 The Respondent denies each and every, all and singular,
5 generally and specifically, the allegations and charges, and
6 specifically alleges and states that a fee was taken from Mr.
7 Alcaarez but it was to litigate a case against his lender to stop
8 the foreclosure.

9 COUNT EIGHT

10 The Respondent denies each and every, all and singular,
11 generally and specifically, the allegations and charges and alleges
12 that the Washingtons were not his clients and he did not involve
13 himself in loan modification.

14 COUNT NINE

15 The Respondent denies each and every, all and singular,
16 generally and specifically, the allegations and charges. There was
17 no involvement with Respondent, he did not accept fees and the only
18 retainer agreement that Mr. Korengold had was with the Veritas Law
19 Group.

20 Even though in the Korengold Summary of Facts, it was not
21 until March 26, 2015 that Mr. Korengold made any contact with
22 Respondent. This was after Respondent terminated his involvement
23 with the Veritas Law Group and had opened an office in Encino,
24 California.

25 COUNT TEN

26 The Respondent denies each and every, all and singular,
27 generally and specifically, the allegations and charges.

28 ///

1 including whatever agreement he had with his client, plus his
2 Advance Fee Agreement which he allegedly had approved.

3 Respondent did find, which caused Respondent to terminate his
4 representation of Vartan, that he and/or his firm forged
5 Respondent's signature on letters and documents without
6 Respondent's consent and knowledge including opening bank accounts
7 under Respondent's name without his consent or knowledge and/or
8 Respondent being on the accounts.

9 The Complaint and/or Count failed to state a cause of action.

10
11 EXTENUATING AND MITIGATING CIRCUMSTANCES

12 In the event Respondent is found to be guilty of
13 unprofessional conduct charged, Respondent respectfully submits the
14 following facts in mitigation without admitting that such charges
15 are true or that the facts alleged therein constitute professional
16 misconduct:

17
18 Respondent has practiced law in the State of
19 California since 1988 without any prior
20 charges of misconduct or prior disciplinary
21 record. Throughout his professional career,
22 Respondent has successfully endeavored to
23 maintain a high level of respect and an
24 excellent reputation among his fellow
25 attorneys and the courts for honesty,
26 integrity, and professional competence in
27 diligently and vigorously representing his
28 clients.

1 When the alleged charges of misconduct began, the Respondent
2 had his practice but was approached by Shobert Vartan about
3 retaining Respondent to litigate against lenders in order to try to
4 prevent foreclosure of Vartan's clients. A retainer agreement was
5 signed and Respondent was provided with an office within Vartan's
6 company location.

7 Vartan's company was named Veritas Law Group. The Respondent
8 was not aware of what other attorneys were associated with Vartan
9 or the Veritas Law Group.

10 For Respondent's representation, he received a monthly fee and
11 an office. Respondent would be provided with a file when it was
12 thought that litigation was needed. The file was reviewed and
13 Respondent would advise Vartan on how to proceed and litigate
14 concerns when action had to be filed. Respondent never was
15 involved directly with the clients or had anything to do with what
16 clients of Vartan were paying.

17 The Respondent represented Vartan until he found that there
18 was a checking account opened under Respondent's name which he was
19 not involved with. Upon further investigation, Respondent found
20 that thousands of dollars were going into a Wells Fargo account and
21 removed by Vartan and his other employees without Respondent's
22 knowledge. The Respondent was not a signatory on the account.

23 When this bank issue came up, Respondent started investigating
24 and reviewing documents and found that not only was his identity
25 stolen by Vartan, but documents appeared to have his name forged,
26 including letters, d.b.a.'s and other documents.

27 The Respondent then terminated with Vartan. When clients of
28 Vartan started contacting Respondent, Respondent tried to help

1 these people to straighten out the mess that Vartan had caused
2 them.

3 The Respondent was not a partner of Vartan nor were any of the
4 people working for Vartan were the Respondent's employees. The
5 Respondent was basically duped into being retained by Vartan and
6 suffered dearly.

7 WHEREFORE, Respondent prays that the Court finds that the acts
8 charged did not constitute professional misconduct; or, if
9 misconduct is found, that such be excused by virtue of the
10 extenuating circumstances submitted.

11
12 Dated: July 20, 2016

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14 
15 _____
16 RUSSELL J. THOMILKA, ESQ.
17 Attorney for Respondent
18 Andrew M. Weitz
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1 (C.C.P. Sections 1013 (a) and 2015.5)

2 State of California)
3 County of Los Angeles) ss.

4 I am employed in the County of Los Angeles, State of California. I
5 am over the age of 18 and not a party to the within action; my business
6 address is 5850 Canoga Avenue, Suite 302, Woodland Hills, California
7 91367.

8 On July 20, 2016, I served the foregoing document described as
9 RESPONDENT ANDREW MARK WEITZ' ANSWER TO DISCIPLINARY CHARGES on the
10 interested parties by enclosing X the original X a true copy thereof
11 in sealed envelopes and addressed as follows:

12 Mr. Paul Barona - (Original and Two Copies)
13 Case Administrator for the Honorable W. Kearse McGill
14 STATE BAR OF CALIFORNIA
15 845 South Figueroa Street
16 Los Angeles, CA 90017

17 ANAND KUMAR, ESQ. - (Copy)
18 SUE HONG, ESQ. - (Copy)
19 Senior Trial Counsel
20 STATE BAR OF CALIFORNIA
21 845 South Figueroa Street
22 Los Angeles, CA 90017

23 X (BY MAIL) As follows: I am "readily familiar" with the firm's
24 practice of collection and processing correspondence for mailing.
25 Under that practice it would be deposited in the U.S. Postal Service
26 on that same day with postage thereon fully prepaid at Woodland
27 Hills, California, in the ordinary course of business. I am aware
28 that on motion of the party served, service is presumed invalid if
the postal collection date or postage meter date is more than one
day after the date of deposit for mailing in this affidavit.

____ (BY FACSIMILE) I caused the foregoing document to be transmitted via
facsimile transmission telephonically to the offices of the
addressee at the facsimile number listed on the attached service
list. I also caused said document to be enclosed in a sealed
envelope and sent to the addressee by mail, as stated above.

Executed on July 20, 2016 at Woodland Hills, California.

X (State) I declare under the penalty of perjury under the laws of
the State of California that the foregoing is true and correct.

____ (Federal) I declare that I am employed in the office of a member
of the bar of this court at whose direction the service was made.

27 TERRI L. CATTON
28 (TYPE OR PRINT NAME)


Signature