



**FILED**

**MAR 09 2015**

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

1 RUSSELL J. THOMULKA, SBN 63007  
Attorney at Law  
2 5850 Canoga Avenue, Suite 302  
Woodland Hills, California 91367  
3 (818) 594-5004  
4 Attorney for Andrew M. Weitz  
State Bar No. 129962  
5  
6  
7

8 STATE BAR COURT

9 HEARING DEPARTMENT - LOS ANGELES

10

11 IN THE MATTER OF: ) Case Numbers: 15-0-10711, 15-  
 ) 0-11814, 15-0-12041, 15-0-  
12 ANDREW MARK WEITZ, ) 12774, 15-0-12808, 15-0-12845,  
No. 129962, ) 15-0-13385, 15-0-13514, 15-0-  
13 ) 13631, 15-0-13735  
 )  
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 Mr. Moore providing that Respondent  
26 negotiated a home mortgage. Respondent did not collect \$14,700.00  
27 from Moore nor did he receive any portion thereof.

28 ///



1 true.

2 COUNT SEVEN

3 The Respondent denies each and every, all and singular,  
4 generally and specifically, the allegations and charges, and  
5 specifically alleges and states the agreement referred to in this  
6 and other counts does not exist. Respondent did not collect  
7 \$15,000.00 or \$8,900.00 or any of the money claimed in this and  
8 other counts.

9 COUNT EIGHT

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

12 COUNT NINE

13 The Respondent denies each and every, all and singular,  
14 generally and specifically, the allegations and charges, and  
15 specifically alleges and states after the clients refusal to talk  
16 to Respondent about his former agent's refusal to release the  
17 client's file, Respondent sent out an accounting that was returned  
18 as non-deliverable. Respondent stands ready and willing to pay Mr.  
19 Ochoa a refund.

20 COUNT TEN

21 The Respondent denies each and every, all and singular,  
22 generally and specifically, the allegations and charges.

23 COUNT ELEVEN

24 The Respondent denies each and every, all and singular,  
25 generally and specifically, the allegations and charges, and  
26 specifically alleges and states that the agreement referred to in  
27 this and other counts does not exist. Respondent did not collect  
28 the money claimed in this and other counts.





1 generally and specifically, the allegations and charges, and  
2 specifically alleges and states that Respondent had no legal staff  
3 or employees other than himself. Any acts by any other individuals  
4 were taken separate and apart from Respondent since Respondent was  
5 retained by other parties.

6 COUNT TWENTY-FOUR

7 The Respondent denies each and every, all and singular,  
8 generally and specifically, the allegations and charges, and  
9 specifically alleges and states that none of the individuals listed  
10 in the charge had any contractual, employment, or other  
11 relationships with Respondent.

12 COUNT TWENTY-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 none of the names listed in  
16 this count have ever been in any employer-employee, contractual or  
17 any other relationship with Respondent other than he was retained.  
18 As such, Respondent has no liability for any of their actions.

19 COUNT TWENTY-SIX

20 The Respondent denies each and every, all and singular,  
21 generally and specifically, the allegations and charges, and  
22 specifically alleges and states that no such collections ever  
23 occurred nor can anyone prove that they occurred.

24 COUNT TWENTY-SEVEN

25 The Respondent denies each and every, all and singular,  
26 generally and specifically, the allegations and charges, and  
27 specifically alleges and states that no such partnership ever  
28 existed, there are no documents to support the connection that it

1 does exist, nor is there any other proof of this relationship.

2 COUNT TWENTY-EIGHT

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

5 COUNT TWENTY-NINE

6 The Respondent denies each and every, all and singular,  
7 generally and specifically, the allegations and charges, and  
8 specifically alleges and states Respondent had never met any of the  
9 names listed in the Count before the beginning of these  
10 proceedings. There was no contract between the parties, no  
11 employer-employee or any other legal relationship. There was no  
12 one to supervise in that Respondent was his firm's only employee.  
13 Andrew Weitz managed and supervised the Law Offices of Andrew Weitz  
14 which was himself only and no one else.

15  
16 FIRST AFFIRMATIVE DEFENSE

17 The allegations in the Complaint are insufficient to charge  
18 professional misconduct.

19 SECOND AFFIRMATIVE DEFENSE

20 The allegations within the Complaint show that the State Bar  
21 lacks jurisdiction since it is attempting to allege conduct which  
22 was not of the Respondent but of other third parties who were not  
23 licensed.

24 THIRD AFFIRMATIVE DEFENSE

25 The Complaint fails to state a cause of action and/or count  
26 against the Respondent herein. When Respondent was negotiating  
27 with Shobert Vartan for Vartan to retain Respondent for litigation  
28 purposes, Respondent was advised that Vartan was a California

1 licensed Real Estate Broker. Vartan represented that he was exempt  
2 from being a "Mortgage Foreclosure Consultant" (C.C. 2945-2945.11)  
3 due to his Broker status and he could carry on a business of  
4 stopping foreclosures, and/or obtain loan forbearances and/or have  
5 the loans re-negotiated and reduced.

6 The Respondent had knowledge that he was also exempt for C.C.  
7 2945-2945.11 as an attorney, therefore, he could not be classified  
8 as a mortgage foreclosure consultant.

9 During the discussions between Respondent and Shobert Vartan  
10 regarding Respondent representing Vartan, Vartan showed Respondent  
11 a file which had forms and a proposed Advance Fee Agreement.  
12 Vartan said he submitted the documents to the California Department  
13 of Real Estate and/or the California Bureau of Real Estate and had  
14 obtained the approval to obtain advance fees. The approval may  
15 have been the lack of objection by the Department and/or Bureau.

16 The Respondent was retained by Vartan to represent Vartan's  
17 clients when he was having problems trying to negotiate loan  
18 modifications and needed a litigator to take action.

19 Respondent was not a partner or employee of Vartan and had  
20 nothing to do with fees that Vartan and/or his company was  
21 obtaining from its clients. Respondent's beliefs were based on  
22 representations of Vartan that Vartan was complying with the  
23 Department of Real Estate and/or Bureau of Real Estate requirements  
24 including whatever agreement he had with his client, plus his  
25 Advance Fee Agreement which he allegedly had approved.

26 Respondent did find, which caused Respondent to terminate his  
27 representation of Vartan, that he and/or his firm forged  
28 Respondent's signature on letters and documents without

1 Respondent's consent and knowledge including opening bank accounts  
2 under Respondent's name without his consent or knowledge and/or  
3 Respondent being on the accounts.

4 The Complaint and/or Count failed to state a cause of action.  
5

6 EXTENUATING AND MITIGATING CIRCUMSTANCES

7 In the event Respondent is found to be guilty of  
8 unprofessional conduct charged, Respondent respectfully submits the  
9 following facts in mitigation without admitting that such charges  
10 are true or that the facts alleged therein constitute professional  
11 misconduct:  
12

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

25 When the alleged charges of misconduct began, the Respondent  
26 had his practice but was approached by Shobert Vartan about  
27 retaining Respondent to litigate against lenders in order to try to  
28 prevent foreclosure of Vartan's clients. A retainer agreement was

1 signed and Respondent was provided with an office within Vartan's  
2 company location.

3 Vartan's company was named Veritas Law Group. The Respondent  
4 was not aware of what other attorneys were associated with Vartan  
5 or the Veritas Law Group.

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

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

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

23 The Respondent then terminated with Vartan. When clients of  
24 Vartan started contacting Respondent, Respondent tried to help  
25 these people to straighten out the mess that Vartan had caused  
26 them.

27 ///

28 ///

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

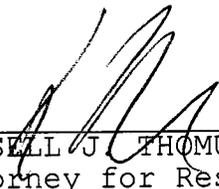
5 WHEREFORE, Respondent prays that the Court finds that the acts  
6 charged did not constitute professional misconduct; or, if  
7 misconduct is found, that such be excused by virtue of the  
8 extenuating circumstances submitted.

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10 Dated: March 8, 2016

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\_\_\_\_\_  
RUSSELL J. THOMULKA, ESQ.  
Attorney for Respondent  
Andrew M. Weitz

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(C.C.P. Sections 1013 (a) and 2015.5)

State of California )  
County of Los Angeles ) ss.

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

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

Mr. Paul Barona - (Original Plus Two Copies)  
Case Administrator for the Honorable W. Kearse McGill  
Hearing Judge, Los Angeles  
STATE BAR OF CALIFORNIA  
845 South Figueroa Street  
Los Angeles, CA 90017

ANAND KUMAR, ESQ. - (Copy by Facsimile & U.S. Mail)  
Senior Trial Counsel  
STATE BAR OF CALIFORNIA  
845 South Figueroa Street  
Los Angeles, CA 90017  
Facsimile No. (213) 765-1319

(BY MAIL) As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited in the U.S. Postal Service on that same day with postage thereon fully prepaid at Woodland Hills, California, in the ordinary course of business. I am aware 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.

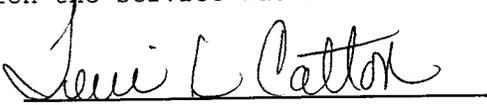
X (BY FACSIMILE) I caused the foregoing document to be transmitted via facsimile transmission telephonically to the offices of the addressee at the facsimile number listed on the attached service list. I also caused said document to be enclosed in a sealed envelope and sent to the addressee by mail,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

Executed on March 8, 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.

TERRI L. CATTON  
(TYPE OR PRINT NAME)

  
Signature