

(Do not write above this line.)

**State Bar Court of California
Hearing Department
San Francisco
DISBARMENT**



<p>Counsel for the State Bar</p> <p>Danielle Adoración Lee Senior Trial Counsel 180 Howard Street San Francisco, CA 94105 (415) 538-2218</p> <p>Bar # 223675</p>	<p>Case Number(s): 15-O-15449, 16-O-11324, 16-O-12175, 18-O-13998</p>	<p>For Court use only</p> <p>PUBLIC MATTER</p> <p>FILED</p> <p>JAN 11 2019 <i>WJ</i></p> <p>STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO</p>
<p>Counsel For Respondent</p> <p>Megan E. Zavieh 12460 Crabapple Rd, Suite 202-272 Alpharetta, Georgia 30004 (510) 936-1534</p> <p>Bar # 206446</p>	<p>Submitted to: Settlement Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT</p> <p>DISBARMENT</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter of: PATRICK ARTHUR SIZEMORE</p> <p>Bar # 62803</p> <p>A Member of the State Bar of California (Respondent)</p>		

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 **December 18, 1974**.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of **26** pages, not including the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law."

- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. It is recommended that (check one option only):
- Costs be awarded to the State Bar in accordance with Business and Professions Code section 6086.10, and are enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment. Unless the time for payment of discipline costs is extended pursuant to subdivision (c) of section 6086.10, costs assessed against a member who is actually suspended or disbarred must be paid as a condition of reinstatement or return to active status.
 - Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs."
 - Costs are entirely waived.
- (9) ORDER OF INACTIVE ENROLLMENT:
The parties are aware that if this stipulation is approved, the judge will issue an order of inactive enrollment under Business and Professions Code section 6007, subdivision (c)(4), and Rules of Procedure of the State Bar, rule 5.111(D)(1).

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

- (1) **Prior record of discipline:**
- (a) State Bar Court case # of prior case: **15-O-15715. See page 23 and exhibit 1.**
 - (b) Date prior discipline effective: **August 29, 2018.**
 - (c) Rules of Professional Conduct/ State Bar Act violations: **former rules 3-700(D)(2), 4-100(B)(3), 3-700A(2), and section 6068(m).**
 - (d) Degree of prior discipline: **90 day actual suspension.**
 - (e) If Respondent has two or more incidents of prior discipline, use space provided below:
- (2) **Intentional/Bad Faith/Dishonesty:** Respondent's misconduct was dishonest, intentional, or surrounded by, or followed by bad faith.
- (3) **Misrepresentation:** Respondent's misconduct was surrounded by, or followed by misrepresentation.
- (4) **Concealment:** Respondent's misconduct was surrounded by, or followed by concealment.
- (5) **Overreaching:** Respondent's misconduct was surrounded by, or followed by overreaching.

(Do not write above this line.)

- (6) **Uncharged Violations:** Respondent's conduct involves uncharged violations of the Business and Professions Code or the Rules of Professional Conduct.
- (7) **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.
- (8) **Harm:** Respondent's misconduct harmed significantly a client, the public, or the administration of justice.
- (9) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of Respondent's misconduct.
- (10) **Lack of Candor/Cooperation:** Respondent displayed a lack of candor and cooperation to victims of Respondent's misconduct, or to the State Bar during disciplinary investigations or proceedings. **See page 23.**
- (11) **Multiple Acts:** Respondent's current misconduct evidences multiple acts of wrongdoing.
- (12) **Pattern:** Respondent's current misconduct demonstrates a pattern of misconduct. **See page 23.**
- (13) **Restitution:** Respondent failed to make restitution.
- (14) **Vulnerable Victim:** The victim(s) of Respondent's misconduct was/were highly vulnerable.
- (15) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

C. Mitigating Circumstances [Standards 1.2(i) & 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 likely to recur.
- (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 Respondent's misconduct or to the State Bar during disciplinary investigations and proceedings.
- (4) **Remorse:** Respondent promptly took objective steps demonstrating spontaneous remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of Respondent's 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 Respondent.
- (7) **Good Faith:** Respondent acted with a good faith belief that was honestly held and objectively reasonable.

(Do not write above this line.)

- (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 Respondent, 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 Respondent's control and which were directly responsible for the misconduct.
- (10) **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in Respondent's 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 Respondent's misconduct.
- (12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by subsequent rehabilitation.
- (13) **No mitigating circumstances** are involved.

**Additional mitigating circumstances:
Pre-filing stipulation. See page 23.**

D. Recommended Discipline:

Disbarment

Respondent is disbarred from the practice of law in California and Respondent's name is stricken from the roll of attorneys.

E. Additional Requirements:

- (1) **California Rules of Court, Rule 9.20:** Respondent must comply with the requirements of California Rules of Court, rule 9.20, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 days, respectively, after the effective date of the Supreme Court order imposing discipline in this matter. Failure to do so may result in disbarment or suspension.

For purposes of compliance with rule 9.20(a), the operative date for identification of "clients being represented in pending matters" and others to be notified is the filing date of the Supreme Court order, not any later "effective" date of the order. (*Athearn v. State Bar* (1982) 32 Cal.3d 38, 45.) Further, Respondent is required to file a rule 9.20(c) affidavit even if Respondent has no clients to notify on the date the Supreme Court filed its order in this proceeding. (*Powers v. State Bar* (1988) 44 Cal.3d 337, 341.) In addition to being punished as a crime or contempt, an attorney's failure to comply with rule 9.20 is, inter alia, cause for disbarment, suspension, revocation of any pending disciplinary probation, and denial of an application for reinstatement after disbarment. (Cal. Rules of Court, rule 9.20(d).)

- (2) **Restitution (Single Payee):** Respondent must make restitution in the amount of \$ _____, plus 10 percent interest per year from _____, to _____ (or reimburse the Client Security Fund to the extent of any payment from the Fund to such payee in accordance with Business and Professions Code section 6140.5).
- (3) **Restitution (Multiple Payees):** Respondent must make restitution to each of the following payees (or reimburse the Client Security Fund to the extent of any payment from the Fund to such payee in accordance with Business and Professions Code section 6140.5):

(Do not write above this line.)

<i>Payee</i>	<i>Principal Amount</i>	<i>Interest Accrues From</i>
Debra Buccieri	\$371.00*	08/11/15
Joanne Murphy	\$8,191.52*	10/22/15
Cynthia Bockwitz	\$5,545.29*	04/05/16

- (4) **Other Requirements:** It is further recommended that Respondent be ordered to comply with the following additional requirements: ***The amount of restitution shall be subject to reduction upon proof of prior payment of restitution.**

9. Individuals seeking debt reduction services entered into an agreement with M3 operating under the name of Sizemore Law Group. The Sizemore Law Group debt reduction agreement's letterhead contained: "Sizemore Law Group, CA Bar #62803" and an email address of contract@sizemorelaw.net.
10. The agreement authorized Sizemore Law Group to charge set-up fees, service fees and maintenance fees.
11. Pursuant to the agreement, the Sizemore Law Group clients agreed to set up a third party escrow account, operated by Global Client Solutions, LLC ("Global"). The clients entered into a separate written agreement with Global. The Global agreement stated that the clients authorized Global to debit a fixed amount every month from the client's personal bank accounts for deposit into the client's Global account.
12. The Sizemore Law Group agreement provided that the money deposited in the client's Global account would be used to pay Sizemore Law Group's set-up fees, services fees, and maintenance fees, and then the remainder would be used to settle the client's debts.
13. Exhibit B to the agreement was a direct debit authorization for Sizemore Law Group fees, that allowed Sizemore Law Group to deduct its set-up and service fees. Exhibit B did not mention the maintenance fees.
14. M3, or M3's account number, was listed as the Sizemore Law Group client's sponsor on their Global account agreements, which also gave M3 the right to withdraw funds from the individual's Global account.
15. M3 withdrew all of the set-up fees, service fees, and maintenance fees from the individual's Global accounts that the client had agreed to pay Sizemore Law Group pursuant to their agreements with Sizemore Law Group for the performance of debt reduction services.
16. In a separate attachment to the Sizemore Law Group agreement, the Sizemore Law Group clients executed a "Limited Power of Attorney-in-Fact," for Sizemore Law Group to act in the client's place to contact their creditors and negotiate financial settlement arrangements on their behalf ("power of attorney"). The power of attorney listed the address for Sizemore Law Group as either 120 Stony Point Rd #120, Santa Rosa, CA 95401, an address that respondent had previously used, or 122 Calistoga Rd, #328, Santa Rosa, CA 95409, respondent's address of record with the State Bar at that time, or 1515 E. Market St., Suite D, Harrisonburg, VA 22801, an address where some of the nonattorneys performed debt reduction services.
17. Even though the agreement stated that no legal advice would be given, the use of the name Sizemore Law Group with respondent's letterhead and bar number gave the Sizemore Law Group clients the impression that they had entered into an attorney-client relationship.
18. M3 and the nonattorneys performed all of the debt reduction services under the client's agreements with Sizemore Law Group with no input from respondent.
19. The nonattorneys used titles such as "Legal Assistant" or "Paralegal" for respondent and used email addresses with the domain name @sizemorelaw.net when communicating with Sizemore Law Group clients and with the client's creditors without the involvement of or supervision by respondent, which gave the client and their creditors the impression that respondent was involved

in providing debt reduction services, or that respondent was supervising the nonattorneys while they were performing debt reduction services.

20. M3 and the nonattorneys used respondent's letterhead, which read: "Patrick A. Sizemore, Attorney at Law, 120 Stony Point Rd., Suite 120, Santa Rosa, CA 95401" ("respondent's letterhead") when corresponding with Sizemore Law Group clients' creditors, which gave the creditors the impression that respondent was representing the Sizemore Law Group clients and performing debt reduction services on their behalf, and that respondent was supervising the nonattorneys while they were performing debt reduction services. The nonattorneys also signed correspondence with typewritten signature line that read: "Sincerely, Patrick A. Sizemore, Attorney at Law" ("respondent's signature line").
21. As part of the debt reduction services, M3 and the nonattorneys sent correspondence with respondent's signature line to creditors forwarding the power of attorney that the client had executed for Sizemore Law Group, instructing the creditor to notify any third party collections firm that the creditor used, that the client's account was "represented by Sizemore Law Group" and that all communications should be directed to Sizemore Law Group, and failure to do so would be considered intentionally and knowingly interfering with the powers granted under the power of attorney, and that Sizemore Law Group might "choose to legally remedy by an action in tort" (a "notification of representation letter").
22. As part of the debt reduction services, M3 and the nonattorneys sent correspondence on respondent's letterhead with respondent's signature line to Sizemore Law Group client's creditors notifying them to "cease-and-desist communication with our client ... as well as their family, work, and friends, in relation to this and all other alleged debts you claim he or she owes," and requesting that the creditor contact one of the nonattorneys to discuss the matter (a "cease and desist letter").
23. As part of the debt reduction services, M3 and the nonattorney sent correspondence on respondent's letterhead with respondent's signature line to the Sizemore Law Group client's creditors requesting that the creditor verify the validity of the Sizemore Law Group client's debt, as well as the creditor's authority to collect that debt pursuant to the "FDCPA" (Fair Debt Collection Practices Act), and requesting supporting documentation ("debt verification letters").
24. Starting on March 22, 2013, through April 12, 2017, Respondent received a total of \$21,017.85 in compensation from M3 in exchange for the use of respondent's name.

Case No. 18-O-13998 (State Bar Investigation)

FACTS:

25. In 2015, the Department of Consumer and Business Services Division of Finance and Corporate Securities of the State of Oregon (ODCBS) began investigating Sizemore Law Group for possible violations of Oregon's debt management service provider requirements statutes.
26. Oregon Revised Statute (ORS) 697.612 requires a debt reduction services provider to register as a debt reduction services provider with the Director of the Consumer and Business Services.

27. ORS 697.662(2) prohibits debt reduction services providers from representing to Oregon Consumers that they are authorized to perform debt reduction services when they are not authorized to do so.
28. ORS 697.642(1) prohibits debt reduction services providers from performing debt reduction services without first filing a bond issued by one or more corporate sureties authorized to do business in Oregon.
29. During the course of the investigation, on May 8, 2015, respondent sent an email to Patrick Fitzgerald, an ODCBS employee, wherein respondent admitted that M3 was the entity that was entering into contract with Oregon residents, performing debt reduction services, and receiving payment from the Oregon residents for performing the debt reduction services. Respondent admitted that he received a fixed monthly compensation from M3 for consultation purposes and “for the use of my name and its marketing value.”
30. Later that day, Mr. Fitzgerald sent an email to respondent wherein Mr. Fitzgerald asked respondent what the legal status of Sizemore Law Group was. Respondent received the email shortly after it was sent.
31. That same day, respondent replied to Mr. Fitzgerald’s email, and stated that “Sizemore Law Group is merely a branch or division of my law practice. It is not a separate legal entity. It works directly with a ‘call center’ which is M3 investments. Sizemore Law Group is winding down and should be disbanded as soon as the few remaining debt settlement cases are concluded. My active law practice will continue for a few more years.”
32. Respondent, M3 and the nonattorneys failed to register as a debt reduction services provider with the ODCBS Director as a debt reduction services provider as required by ORS 697.612.
33. Respondent, M3 and the nonattorneys represented to Oregon residents that respondent and Sizemore Law Group were authorized to perform debt reduction services when they were not authorized to do so as prohibited by ORS 697.662(2).
34. Respondent, M3 and the nonattorneys performed debt reduction services without first filing a bond issued by one or more corporate sureties authorized to do business in Oregon as required by ORS 697.642(1).
35. As a result of ODCBS’s investigation, on November 18, 2015, respondent entered into a Final Order to Cease and Desist and Order assessing Civil Penalty Entered by Consent with the ODCBS in *In the Matter of Sizemore Law Group, A Professional Corporation*, Case No. DM-15-0006 (the “consent order”) with the ODCBS Director (the “Director”).
36. The consent order found that, Sizemore Law Group, a professional Corporation, was a California business corporation, that had been receiving money for providing debt management services for Oregon residents, had been acting as a debt management service provider, and performed debt management services as defined by ORS 697.602 (2) and (3).
37. During the time Sizemore Law Group was acting as a debt management service provider, and performing debt management services, Sizemore Law Group violated ORS 697.612 by not being registered with the Director.

38. During the time Sizemore Law Group was acting as a debt management service provider, and performing debt management services, Sizemore Law Group violated ORS 697.662(2) by representing to at least 59 Oregon consumers, that the company was authorized to perform debt management services in Oregon, when it was not so authorized.
39. During the time Sizemore Law Group was acting as a debt management service provider, and performing debt management services, Sizemore Law Group violated ORS 697.642(1) when it performed debt management services without first filing a bond issued by one or more corporate sureties authorized to do business in Oregon.
40. The Director ordered Sizemore Law Group and all entities owned or controlled by Sizemore Law Group, their successors and assignees, to cease-and-desist from violating any provision of the Oregon statutes regulating debt management service providers, ORS chapter 697, and any rule, order, or policy issued by the Director under ORS chapter 697 pursuant to ORS 697.825(1)(A), and to pay civil penalties totaling \$15,000.
41. The consent order stated that Sizemore Law Group further assured the Director that neither Sizemore Law Group, nor its officers, directors, employees or agents, would offer to provide services in Oregon unless such services were in full compliance with chapter 697 of the Oregon Revised Statutes.
42. Respondent signed the document on behalf of Sizemore Law Group, a Professional Corporation as an officer of Sizemore Law Group, a Professional Corporation.
43. Respondent made many late payments, but eventually paid the entire \$15,000 in civil penalties.
44. M3 continued to operate under the name Sizemore Law Group and perform debt reduction services for and receive compensation from Oregon residents through February 2017, without fulfilling the Oregon statutory requirements for debt management service providers.
45. Beginning in February 2011 through February 2017, M3 performed debt reduction services on behalf of Oregon residents operating under the name Sizemore Law Group, and withdrew fees from the Global account for Oregon residents that were due to Sizemore Law Group for debt reduction services, including but not limited to the following:

<u>Start Date</u>	<u>End Date</u>	<u>Name</u>	<u>Total Amount</u>
2/9/11	10/27/16	G.M.	\$34,554.44
3/18/11	4/1/15	S.W.	\$6,788.34
8/23/11	8/3/15	S.F.	\$2,827.48
2/3/12	3/1/16	A.G.	\$4,666.78
2/27/12	12/18/12	R.B.(1)	\$5,984.08
3/12/12	4/11/16	S.E.(1)	\$7,034.85
11/11/12	2/7/17	R.B.(2)	\$14,766.28
11/13/12	2/7/17	D.R.	\$8,372.06
12/3/12	11/28/14	K.B.	\$7,688.09
2/1/13	4/28/16	M.A.	\$6,473.27
2/5/13	3/1/16	D.W.	\$1,032.60
2/27/13	6/22/15	D.G.	\$10,990.43
7/15/13	7/7/16	H.W.	\$5,173.87
7/24/13	12/23/13	S.N.	\$776.59

<u>Start Date</u>	<u>End Date</u>	<u>Name</u>	<u>Total Amount</u>
7/31/13	9/30/13	P.B.	\$548.38
8/16/13	4/8/15	C.C.(1)	\$5,213.62
9/25/13	8/23/16	C.K.	\$12,720.01
11/26/13	8/22/16	T.K.	\$15,888.85
5/30/14	1/20/17	B.S.	\$4,858.24

46. M3 and the nonattorneys specifically engaged in the following debt reduction activity operating under the name Sizemore Law Group:
- a. On March 9, 2012, R.K., a resident of Arizona, executed a debt reduction agreement with Sizemore Law Group for debt reduction services covering a period of 36 months.
 - b. On January 9, 2013, J.L.(1) and J.L.(2), residents of Oregon, executed a power of attorney for Sizemore Law Group.
 - c. On November 6, 2013, the nonattorneys sent a letter to One Main Financial – Indianapolis, 9719 E. Washington St., Indianapolis, IN 46229, on respondent’s letterhead informing One Main Financial that Sizemore Law Group’s client, C.K., was not in a position to entertain a settlement offer on her debt.
 - d. On November 6, 2013, the nonattorneys also sent One Main Financial a notice of representation letter on behalf of C.K..
 - e. Between June 17, 2014, and June 19, 2014, Kristin Lucas, one of the nonattorneys, corresponded with B.K., C.K.’s husband, regarding the settlements of the One Main Financial account.
 - f. On January 25, 2015, Shonna Gottschlich sent an email to M.B., a Sizemore Law Group client. The signature block for the email said “Shonna Gottschlich Sizemore Law Group – paralegal, Sizemore Law Group, 120 Stony Point Rd., Suite 120, Santa Rosa, CA 95401.”
 - g. On January 26, 2015, Carson Smithfield, LLC sent a letter to Northwest Mare SVC regarding G.M. with an offer to settle G.M.’s debt to Advanta Credit Cards. The letter had a handwritten note saying “KL sent to Joy” (Kristin Lucas to Joy Marcum).
 - h. “Kristin L.” (Kristin Lucas) sent a fax coversheet to M.H./U.S. Bank that had respondent’s letterhead on it regarding K. S.(1) “POA.” Instead of a power of attorney for K.S.(1), the fax attached a power of attorney executed by K.S.(2) and J.S., residents of Oregon, on July 20, 2011, for Sizemore Law Group.
 - i. On April 22, 2015, Shonna Gottschlich sent an email to Kristen Lucas, regarding J.L.(1), a resident of Oregon, and a Sizemore Law Group client, regarding an attempt to settle one of J.L.(1)’s debts with a creditor. The signature block for the email said “Shonna Gottschlich Sizemore Law Group – paralegal, Sizemore Law Group, 120 Stony Point Rd., Suite 120, Santa Rosa, CA 95401.”
 - j. On July 17, 2015, the nonattorneys sent a debt verification letter to Johnson Mark in Newberg, Oregon, on respondent’s letterhead with respondent’s signature line on behalf of M.K., a resident of Oregon.

- k. On August 18, 2015, Lisa Bell, legal assistant, sent a letter to Resurgent Capital (“Resurgent”) regarding A.G. and M.G., on respondent’s letterhead asking them to contact her to work towards a settlement. In the letter, Ms. Bell stated that it had come to her attention that Resurgent had bought A.G. and M.G.’s account listed from Springleaf Financial Services (“Springleaf”). Ms. Bell asked Resurgent to look at documents that she was forwarding and then contact her so they could work towards a settlement. She signed the letter “Lisa Bell, Legal Assistant.”
- l. Some of the documents that Ms. Bell forwarded to Resurgent included a notification of representation letter to Springleaf dated February 20, 2012, that had respondent’s signature line, which was followed by “Lisa Bell, Legal Assistant.” The fax coversheet for the letter to Springleaf had respondent’s letterhead on it.
- m. Ms. Bell also forwarded a cease and desist letter dated February 20, 2012, sent to Springleaf, on respondent’s letterhead. The letter had respondent’s signature line, which was followed by “Lisa Bell, Legal Assistant.”
- n. On January 20, 2016, Lisa Bell faxed a notice of representation letter, a cease and desist letter and a verification of debt letter on behalf of M.G. and A.G., Oregon residents, to Resurgent and forwarded the power of attorney executed by M.G. and A.G., with a fax coversheet that had respondent’s letterhead on it.
- o. On February 25, 2016, J.L.(2) forwarded documents to Lisa Bell by fax for a small claims lawsuit against him, *Valley Credit Service, Inc., G.H., Registered Agent v. J.L.(2)*, Case No. 16-SC-****, Circuit Court for the State of Oregon, Josephine County. J.L.(2) forwarded additional documents to Ms. Bell regarding the same lawsuit on March 24, 2016.
- p. On February 26, 2016, Lisa Bell faxed a notice of representation letter, and a cease and desist letter on behalf of J.L.(1) and J.L.(2), Oregon residents, to Valley Credit Services, Inc. and forwarded the power of attorney executed by J.L.(1) and J.L.(2), with a fax coversheet that had respondent’s letterhead on it.
- q. On February 29, 2016, Lisa Bell faxed a letter to G.H. on respondent’s letterhead offering to settle the Valley Credit Services lawsuit against J.L.(2), with the fax cover sheet that had respondent’s letterhead on it.
- r. On March 21, 2016, the law firm of Suttell, Hammer and White, Attorneys at Law, APC, faxed settlement offers to Sizemore Law Group, Attn: Lisa Bell to settle various lawsuits on behalf of the following Sizemore Law Group clients:

<u>Name</u>	<u>State of Residency</u>	<u>Lawsuit</u>
R.R.	California	<i>Discover Bank v. R.R.</i> , Orange County Case No. 30-2014-***** –CL- CL- CJC
C.C.(2)	Oregon	<i>Discover Bank v. C.C.(2)</i> , Clackamas County Case No. CV10*****
N.C.	Oregon	<i>Discover Bank v. N.C.</i> , Umatilla County Case No. CV13*****

<u>Name</u>	<u>State of Residency</u>	<u>Lawsuit</u>
F.S.	Oregon	<i>Discover Bank v. F.S.</i> , Curry County Case No. 13CV****

- s. On August 9, 2016, Joy Marcum faxed a notice of representation letter, and a cease and desist letter on behalf of D.E. and S.E.(2), Oregon residents, to Machol & Johannes, PC, and forwarded the power of attorney executed by D.E. and S.E.(2), with a fax coversheet that had respondent's letterhead on it.

CONCLUSIONS OF LAW:

47. By allowing M3 and the nonattorneys to use respondent's name, bar number, address, letterhead, signature line, domain name, and the name Sizemore Law Group, for the purposes of providing debt reduction services to Oregon residents without respondent's involvement or supervision, respondent willfully lent his name to be used as an attorney by another person or entity who was not an attorney, namely M3 and the nonattorneys, to engage in activities constituting debt reduction services and the practice of law on behalf of Oregon residents, in willful violation of Business and Professions Code section 6105.
48. By allowing M3 and the nonattorneys to use respondent's name, bar number, address, letterhead, signature line, domain name, and the name Sizemore Law Group, for the purposes of providing debt reduction services to Oregon residents, without respondent's involvement or supervision, respondent aided and abetted M3 and the nonattorneys in the unauthorized practice of law, in willful violation of former Rules of Professional Conduct, rule 1-300(A).
49. By failing to register as a debt reduction service provider with the ODCBS as required by ORS 697.612, by representing to Oregon residents that he was authorized to perform debt reduction services when he was not authorized to do so as prohibited by ORS 697.662(2), and by performing debt reduction services without first filing a bond issued by one or more corporate sureties authorized to do business in Oregon as required by ORS 697.642(1), respondent violated ORS 697.612, 697.662(2), and 697.642(1), and thereby willfully violated Business and Professions Code, section 6068(a) by failing to obey all laws.

Case No. 16-O-12175 (Complainant: Cynthia Bockwitz)

FACTS:

50. Cynthia Bockwitz, a resident of Georgia, needed debt reductions services. Ms. Bockwitz was in a position of financial hardship and unable to meet her financial obligations.
51. On February 1, 2013, Philip Morrissey, sent Cynthia Bockwitz, a resident of Georgia, an email. Mr. Morrissey's email address was philipm@sizemorelaw.net, and the signature block on his email stated that his title was debt specialist for the Sizemore Law Group. The email began with a header in large font that said "the Sizemore Law Group." Mr. Morrissey's email stated, *inter alia*, that Sizemore Law Group was "a Law Group that has been practicing financial law for 39 years, and specializes in consumer debt law."

52. Morrissey's email stated that the first step was to open a separate "trust" account in the client's name. He told Ms. Bockwitz that she would be in complete control of this account at all times, when in fact M3 would have access to her account. In lieu of paying each individual creditor, she would make one monthly deposit into that account. At that time, "the legal department sends out a letter to each creditor to inform them that (due to your hardship/situation) we will be negotiating the debt on your behalf." Sizemore would also send a "cease-and-desist" letter informing the creditor that they were "not to harass our client in any manner." All phone calls and correspondence were to be directed to Sizemore Law Group's office. After a satisfactory settlement amount was reached, each creditor would be paid off one-by-one as the funds accumulated in the trust account.
53. Morrissey's email stated that they did not require any money up front, and the "retainer" fees were 15% of the total debt enrolled, and were spread over the first 18 months of the program. Morrissey stated that "we handle everything right here in our office, so there is constant communication between your initial debt advisor and the legal department."
54. Morrissey suggested that Ms. Bockwitz go "to www.calbar.org and enter bar number 62803 to check Mr. Sizemore's credentials."
55. On February 4, 2013, Ms. Bockwitz entered into an agreement with Sizemore Law Group for debt reduction services, including executing the power of attorney and the direct debit authorization.
56. Even though the agreement stated that no legal advice would be given, the use of the name Sizemore Law Group, with respondent's letterhead and bar number, gave Ms. Bockwitz the impression that she had entered into an attorney-client relationship with respondent.
57. On February 4, 2013, Mr. Morrissey sent Ms. Bockwitz an additional email asking her for the most recent statement from each creditor that she enrolled. Morrissey informed her that their next step would be to send out all the necessary letters to her creditors as soon as her first draft cleared, and that they would start the negotiation process once enough money accrued in her account and they would contact her with all settlement offers they received on her behalf.
58. When communicating with Ms. Bockwitz without the involvement of or supervision by respondent, M3 and the nonattorneys used titles such as "Legal Assistant" or "Paralegal" for respondent and used email addresses with the domain name @sizemorelaw.net, and used respondent's letterhead, thereby giving Ms. Bockwitz the impression that respondent was involved in providing debt reduction services to her, and that respondent was supervising M3 and the nonattorneys while they were performing debt reduction services on her behalf.
59. Ms. Bockwitz believed that she had contracted with respondent, an attorney to provide debt reduction services, that respondent was involved in providing the debt reduction services for her, and that respondent was supervising M3 and the nonattorneys while they were performing debt reduction services on her behalf.
60. All debt reduction services performed on Ms. Bockwitz's behalf were performed by M3 and the nonattorneys.
61. Respondent did not perform debt reduction services on Ms. Bockwitz's behalf.

62. Respondent did not supervise M3 and the nonattorneys while they were performing debt reduction services on Ms. Bockwitz's behalf.
63. Even though respondent was not involved in performing debt reduction services on Ms. Bockwitz's behalf and did not supervise M3 and the nonattorneys in any of their efforts to perform debt reduction services on her behalf, respondent allowed M3 and the nonattorneys to use respondent's name, bar number, address, letterhead, signature line, domain name, and the name Sizemore Law Group, for the purposes of providing debt reduction services to Ms. Bockwitz, a Georgia resident.
64. Respondent failed to inform Ms. Bockwitz he was not going to be involved in performing debt reduction services on her behalf.
65. Respondent failed to inform Ms. Bockwitz that he was not going to supervise M3 and the nonattorneys while they performed debt reduction services on her behalf.
66. On March 20, 2015, Ms. Bockwitz sent an email to katherinp@sizemorelaw.net, judyf@sizemorelaw.net, and philipm@sizemorelaw.net. In it, she stated she was not sure who to send the attachment to because it had been a long time since she received any communications from anyone except Zwicker and Associates, who was one of her creditors. She said she was attaching the judgment satisfied notice for her paid off Discover card account number 601100403020****. The attached satisfied judgment was for *Discover Bank, Plaintiff, v. Cynthia L. Bockwitz, Defendant*, De Kalb County, State of Georgia, Civil Case No. 14A50849-6. The certificate of service was addressed to Cynthia Bockwitz.
67. On March 23, 2015, Ms. Bockwitz received an email from Shonna Gottschlich, paralegal for Sizemore Law Group, with the Stony Point Rd. address listed at the bottom of her email. She stated that she was a paralegal who took care of legal accounts. She stated there was good news because Zwicker had informed the court that she satisfied or obligation of the debt, and was therefore removing the judgment against her.
68. After the Discover lawsuit against her had settled, Ms. Bockwitz's deposits to her Global account from her personal checking account stopped. M3 continued to withdraw monthly maintenance fees.
69. On October 7, 2015, Ms. Bockwitz sent an email to customersupport@globalclientsolutions.com, shonnag@sizemorelaw.net, and phillipm@sizemorelaw.net, wherein she informed them that her \$511 debit was not made from the bank account in September for some reason, but she was still charged a customer fee.
70. In response to Ms. Bockwitz's October 7, 2015, email, Ms. Bockwitz received an email from customersupport@ globalclientsolutions.com that stated that Global was a payment processing center responsible for managing her funds, receiving deposits, and processing transactions. The email directed her to contact her sponsoring company, M3, to inquire about her account, as her draft schedule was managed by that company. The number to reach M3 was (888) 502-5029.
71. On October 28, 2015, Ms. Bockwitz attempted to call M3 regarding the deposits that had stopped. The call was answered by the Sizemore Law firm voicemail, where she left a message.

72. On November 8, 2015, Ms. Bockwitz sent another email to shonnag@sizemorelaw.net, contract@sizemorelaw.net, and kathrynp@sizemorelaw.net. She stated that she had made several attempts to contact someone to help her understand what had happened to her \$511 debit to Global. Beginning in September, the debit stopped even though her Global account details indicated that the draft had been authorized on September 8, 2015. Global referred her to M3, whom she called on October 20, 2015, and got transferred over to Sizemore Law Group. She left a message and heard nothing back. In the meantime, her Global balance was being reduced each month for their service charge.
73. On May 11, 2016, Bockwitz sent a letter to respondent addressed to M3 Investment, LLC/Sizemore Law Group, at the Stony Point Road address. In her letter, she stated that she was terminating his representation of her due to his lack of response to her numerous phone calls, emails, and certified mailings regarding the management of her Global account. No debits had been made from her bank to the holding account at Global since September 8, 2015, which had been authorized. She had been unable to resolve the problem directly with Global because they said that she "had representation" and referred her back to him. In the meantime, her balance continued to be reduced by the Global monthly account fee of \$59.85 and she could not close out the account. Mike Lloyd, customer advocate at Global, contacted her. He was able to close her account, and refunded her the balance of her account directly back to her personal bank. Mr. Lloyd told Ms. Bockwitz that the \$59.85 was being levied by Sizemore, not Global, so that needed to be recovered from Sizemore.
74. Respondent received Ms. Bockwitz's May 11, 2016, letter shortly after it was sent to him.
75. Ms. Bockwitz deposited a total of \$15,330 into her Global account. Only a portion of Ms. Bockwitz's funds were used to resolve her debts with her creditors.
76. Ms. Bockwitz paid a total of \$5,964.24 in fees for debt reduction services by Sizemore Law Group, which were actually removed from her Global account by and paid to M3.
77. Respondent refunded \$418.95, but did not refund any of the remaining fees.
78. Title 18, Chapter 5 of the Georgia Code ("Georgia Code § 18-5") requires any individuals who wish to perform debt reduction services on behalf of Georgia residents to:
- a. maintain insurance coverage at all times for employee dishonesty, depositor's forgery, and computer fraud in an amount not less than \$100,000.00 or 10 percent of the monthly average for the immediately preceding six months of the aggregate amount of all deposits made with the debt reduction service provider by all debtors,
 - b. obtain an annual audit from an independent third party certified public accountant of all accounts of the debt reduction service provider in which the funds of debtors are deposited and from which payments are made to creditors on behalf of debtors,
 - c. file audits and insurance policies annually with the Georgia Attorney General's office, and
 - d. disburse funds of the debtor within 30 days of receipt of such funds.

///

79. Respondent, M3, and nonattorneys did not:
- a. maintain insurance coverage at all times for employee dishonesty, depositor's forgery, and computer fraud in an amount not less than \$100,000.00 or 10 percent of the monthly average for the immediately preceding six months of the aggregate amount of all deposits made pursuant to the Sizemore Law Group debt reduction agreements by all Sizemore Law Group clients in Georgia,
 - b. obtain an annual audit from an independent third party certified public accountant of all accounts of Sizemore Law Group in which the funds of debtors are deposited and from which payments are made to creditors on behalf of debtors,
 - c. file audits and insurance policies annually with the Georgia Attorney General's office, or
 - d. disburse funds of the debtor within 30 days of receipt of such funds, as required by Georgia Code § 18-5.
80. Georgia Rules of Professional Conduct rule 5.5 ("Georgia Ethics Rule") prohibits a lawyer from practicing law in a jurisdiction in which the lawyer is not authorized to practice law, or from holding oneself out as authorized to practice law in Georgia when not authorized to do so.
81. Performing debt reduction services constitutes the practice of law in Georgia.
82. Neither respondent nor any of the M3 nonattorneys were licensed to practice law in Georgia.
83. Respondent failed to inform Ms. Bockwitz that neither he, nor any of the M3 nonattorneys 1) had fulfilled the requirements of Georgia Code § 18-5 in order to be allowed to perform debt reduction services in Georgia, or 2) were licensed to practice law in Georgia.

CONCLUSIONS OF LAW:

84. By allowing M3 and the nonattorneys to use respondent's name, bar number, address, letterhead, signature line, domain name, and the name Sizemore Law Group, for the purposes of providing debt reduction services to Ms. Bockwitz, a Georgia resident, without respondent's involvement or supervision, respondent willfully lent his name to be used as an attorney by another person or entity who was not an attorney, namely M3 and the nonattorneys, to engage in activities constituting debt reduction services and the practice of law on her behalf, in willful violation of Business and Professions Code section 6105.
85. By allowing M3 and the nonattorneys to use respondent's name, bar number, address, letterhead, signature line, domain name, and the name Sizemore Law Group, for the purposes of providing debt reduction services to Ms. Bockwitz, a Georgia resident, without respondent's involvement or supervision, respondent aided and abetted M3 and the nonattorneys in the unauthorized practice of law, in willful violation of former Rules of Professional Conduct, rule 1-300(A).
86. By failing to:
- a. maintain insurance coverage at all times for employee dishonesty, depositor's forgery, and computer fraud in an amount not less than \$100,000.00 or 10 percent of the monthly average for the immediately preceding six months of the aggregate amount of all deposits

made pursuant to the Sizemore Law Group debt reduction agreements by all Sizemore Law Group clients in Georgia;

- b. obtain an annual audit from an independent third party certified public accountant of all accounts of Sizemore Law Group in which the funds of debtors are deposited and from which payments are made to creditors on behalf of debtors; and
- c. file audits and insurance policies annually with the Georgia Attorney General's office; or
- d. disburse funds of the debtor within 30 days of receipt of such funds;

as required by Georgia Code § 18-5, respondent violated Georgia Code § 18-5, and thereby willfully violated Business and Professions Code, section 6068(a) by failing to obey all laws.

- 87. By sharing legal fees with M3 and the nonattorneys in relation to debt reduction services provided for Cynthia Bockwitz, respondent shared legal fees with persons who are not lawyers, in willful violation of Former Rules of Professional Conduct, rule 1-320(A).
- 88. By agreeing to perform debt reduction services for a client, Cynthia Bockwitz, a resident of Georgia, and thereafter from February 4, 2013, through May 11, 2016, charging Ms. Bockwitz attorney fees of \$5,694.24, when respondent had failed to fulfill the requirements set forth in Georgia Code § 18-5 to perform debt reduction services in Georgia, in willful violation of Georgia Code § 18-5, respondent willfully collected an illegal fee in willful violation of rule 4-200(A), Former Rules of Professional Conduct.

Case No. 16-O-11324 (Complainant: Joanne Murphy)

FACTS:

- 89. Joanne Murphy, a resident of Illinois, needed debt reductions services. Ms. Murphy was in a position of financial hardship and unable to meet her financial obligations.
- 90. On April 17, 2012, Ms. Murphy entered into an agreement with Sizemore Law Group for debt reduction services, including executing a power of attorney and a direct debit authorization.
- 91. Even though the agreement stated that no legal advice would be given, the use of the name Sizemore Law Group, with respondent's letterhead and bar number gave Ms. Murphy the impression that she had entered into an attorney-client relationship with respondent.
- 92. When communicating with Ms. Murphy without the involvement of or supervision by respondent, M3 and the nonattorneys used titles such as "Legal Assistant" or "Paralegal" for respondent and used email addresses with the domain name @sizemorelaw.net, and used respondent's letterhead, thereby giving Ms. Murphy the impression that respondent was involved in providing debt reduction services to her, and that respondent was supervising M3 and the nonattorneys while they were performing debt reduction services on her behalf.
- 93. Ms. Murphy believed that she had contracted with respondent, an attorney, to provide debt reduction services, that respondent was involved in providing the debt reduction services to her, and that respondent was supervising M3 and the nonattorneys while they were performing debt reduction services on her behalf.

94. All debt reduction services performed on Ms. Murphy's behalf were performed by M3 and the nonattorneys.
95. Respondent did not perform debt reduction services on Ms. Murphy's behalf.
96. Respondent did not supervise M3 and the nonattorneys while they were performing debt reduction services on Ms. Murphy's behalf.
97. Even though respondent was not involved in performing debt reduction services on Ms. Murphy's behalf and did not supervise M3 and the nonattorneys in any of their efforts to perform debt reduction services on her behalf, respondent allowed M3 and the nonattorneys to use respondent's name, bar number, address, letterhead, signature line, domain name, and the name Sizemore Law Group, for the purposes of providing debt reduction services to Ms. Murphy, an Illinois resident.
98. Respondent failed to inform Ms. Murphy he was not going to perform debt reduction services on her behalf.
99. Respondent failed to inform Ms. Murphy that he was not going to supervise M3 and the nonattorneys while they performed debt reduction services on her behalf.
100. On August 24, 2015, Ms. Murphy emailed Veronica M. and Ben Smith at sizemorelaw.net, informing them that, according to the text of the Illinois Debt Settlement Consumer Protection Act, their fee was supposed to be limited to 15% of whatever they saved the consumer. So, if they saved Murphy \$14,000, their fee should have been no greater than \$2,100, and altogether Murphy had paid many more times than that. She stated she wanted no more fees to be taken by Sizemore.
101. That same day, Kristin Lucas, servicing manager, sent a response to Ms. Murphy stating that they ran/fit "under an attorney, therefore, that doesn't apply to us."
102. Ms. Murphy deposited a total of \$26,410.00 to her Global account. Only a portion of Ms. Murphy's funds that were designated to resolve her debts with her creditors were used for that purpose.
103. Murphy paid a total of \$9,091.52 in fees for debt reduction services by Sizemore Law Group, which was actually removed from her Global account by and paid to M3.
104. Respondent did not refund any of the \$9,091.52 fees that Ms. Murphy paid.
105. 225 Illinois Compiled Statutes ("ILCS") 429 requires any individuals who wish to perform debt reduction services on behalf of Illinois residents to first obtain a license prior to doing so.
106. Neither respondent nor any M3 employees and the nonattorneys had a license to perform debt reduction services in Illinois.
107. Respondent failed to inform Ms. Murphy that neither he, nor any of the M3 employees and the nonattorneys had a license to perform debt reduction services in Illinois.

108. Illinois Rules of Professional Conduct rule 5.5 (“Illinois Ethics Rule”) prohibits a lawyer from practicing law in a jurisdiction in which the lawyer is not authorized to practice law, or from holding oneself out as authorized to practice law in Illinois when not authorized to do so.
109. Debt reduction services performed by an attorney constitutes the practice of law in Illinois.
110. Neither respondent nor any of the M3 employees and the nonattorneys were licensed to practice law in Illinois.
111. Respondent failed to inform Ms. Murphy that neither he, nor any of the M3 employees and the nonattorneys was licensed to practice law in Illinois.

CONCLUSIONS OF LAW:

112. By allowing M3 and the nonattorneys to use respondent’s name, bar number, address, letterhead, signature line, domain name, and the name Sizemore Law Group, for the purposes of providing debt reduction services to Ms. Murphy, an Illinois resident, without respondent’s involvement or supervision, respondent willfully lent his name to be used as an attorney by another person or entity who was not an attorney, namely M3 and the nonattorneys, to engage in activities constituting debt reduction services and the practice of law on her behalf, in willful violation of Business and Professions Code section 6105.
113. By allowing M3 and the nonattorneys to use respondent’s name, bar number, address, letterhead, signature line, domain name, and the name Sizemore Law Group, for the purposes of providing debt reduction services to Ms. Murphy, an Illinois resident, without respondent’s involvement or supervision, respondent aided and abetted M3 and the nonattorneys in the unauthorized practice of law, in willful violation of former Rules of Professional Conduct, rule 1-300(A).
114. By failing to obtain a license to perform debt reduction services in Illinois prior to doing so as required by 225 ILCS 429, respondent violated 225 ILCS 429, and thereby willfully violated Business and Professions Code, section 6068(a) by failing to obey all laws.
115. By sharing legal fees with M3 and the nonattorneys in relation to debt reduction services provided for Joanne Murphy, respondent shared legal fees with persons who are not lawyers, in willful violation of Former Rules of Professional Conduct, rule 1-320(A)
116. By agreeing to perform debt reduction services for a fee for a client, Joanne Murphy, a resident of Illinois, and thereafter from April 30, 2012, through October 22, 2015, charging and collecting \$9,091.52, from the client, when respondent did not have a license to perform debt reduction services in Illinois that is required by 225 ILCS 429, in willful violation of 225 ILCS 429, respondent willfully collected an illegal fee in willful violation of rule 4-200(A), Former Rules of Professional Conduct.

Case No. 15-O-15449 (Complainant: Debra Buccieri)

FACTS:

117. Debra Buccieri, a resident of Arizona, needed debt reductions services. Ms. Buccieri was in a position of financial hardship and unable to meet her financial obligations.

118. On February 24, 2014, Ms. Buccieri entered into an agreement with Sizemore Law Group for debt reduction services, including executing the power of attorney and direct debit authorization.
119. Even though the agreement stated that no legal advice would be given, the use of the name Sizemore Law Group with respondent's letterhead and bar number gave Ms. Buccieri the impression that she had entered into an attorney-client relationship with respondent.
120. When communicating with Ms. Buccieri without the involvement of or supervision by respondent, M3 and the nonattorneys used titles such as "Legal Assistant" or "Paralegal" for respondent and used email addresses with the domain name @sizemorelaw.net, and used respondent's letterhead, thereby giving Ms. Buccieri the impression that respondent was involved in providing debt reduction services to her, and that respondent was supervising M3 and the nonattorneys while they were performing debt reduction services on her behalf.
121. Ms. Buccieri believed that she had contracted with respondent, an attorney, to provide debt reduction services, that respondent was involved in providing the debt reduction services to her, and that respondent was supervising M3 and the nonattorneys while they were performing debt reduction services on her behalf.
122. All debt reduction services performed on Ms. Buccieri's behalf were performed by M3 and the nonattorneys.
123. Respondent did not perform debt reduction services on Ms. Buccieri's behalf.
124. Respondent did not supervise M3 and the nonattorneys while they were performing debt reduction services on Ms. Buccieri's behalf.
125. Even though respondent was not involved in performing debt reduction services on Ms. Buccieri's behalf and did not supervise M3 and the nonattorneys in any of their efforts to perform debt reduction services on her behalf, respondent allowed M3 and the nonattorneys to use his name, the name Sizemore Law Group, respondent's State Bar number, and address on any and all documentation to contract for and during the performance of debt reduction services on Ms. Buccieri's behalf.
126. Respondent failed to inform Ms. Buccieri he was not going to perform debt reduction services on her behalf.
127. Respondent failed to inform Ms. Buccieri that he was not going to supervise M3 and the nonattorneys while they performed debt reduction services on her behalf.
128. On August 27, 2015, Ms. Buccieri sent a letter to respondent, in which she stated that she had a client service contract with Sizemore Law Group and that she was terminating her service contract effective immediately. She entered the agreement on February 24, 2014, and had been paying \$371 a month for the last 17 months, yet none of her debt had yet been settled. The agreement had actually caused her credit report and credit score to get damaged as well. She requested a refund minus all the fees paid up to date.
129. Respondent received Ms. Buccieri's August 27, 2015, letter shortly after it was sent.
130. Ms. Buccieri made deposits totaling \$6,678.

131. Ms. Buccieri paid \$3,401.34 in fees for debt reduction services from Sizemore Law Group, which was actually removed from her Global account by and paid to M3.
132. Ms. Buccieri received two refunds in the amounts of \$3,498.23 and \$2,808.77.
133. Respondent failed to refund the remaining \$371.
134. Arizona Revised Statutes (“ARS”) section 6-703 requires any individuals who wish to perform debt reduction services on behalf of Arizona residents to first obtain a license prior to doing so.
135. Neither respondent nor any M3 nonattorney had a license to perform debt reduction services in Arizona.
136. Arizona Rules of Professional Conduct, Ethics Rule (“Arizona Ethics Rule”) 5.7 requires a debt reduction services practice to establish itself as a law-related services operation under Arizona Ethics Rule 5.7 for the purpose of performing debt reduction services. If the debt reduction services practice is not established as a law related services operation under Arizona Ethics Rule 5.7, the performance of debt reduction services constitutes the practice of law in Arizona.
137. Neither respondent nor any of the nonattorneys established a debt reduction services practice as a law-related services operation under Arizona Ethics Rule 5.7.
138. Arizona Ethics Rule 5.5 prohibits a lawyer from practicing law in a jurisdiction in which the lawyer is not authorized to practice law, or from holding oneself out as authorized to practice law in Arizona when not authorized to do so.
139. Neither respondent nor any of the M3 nonattorneys were licensed to practice law in Arizona.
140. Respondent failed to inform Ms. Buccieri that neither he, nor any of the M3 nonattorneys: (a) had a license to perform debt reduction services in Arizona; (b) had established a debt reduction services practice as a law-related services operation as required by Arizona Ethics Rule 5.7; or (c) were licensed to practice law in Arizona.

CONCLUSIONS OF LAW:

141. By allowing M3 and the nonattorneys to use respondent’s name, bar number, address, letterhead, signature line, domain name, and the name Sizemore Law Group, for the purposes of providing debt reduction services to Ms. Buccieri, an Arizona resident, without respondent’s involvement or supervision, respondent willfully lent his name to be used as an attorney by another person or entity who was not an attorney, namely M3 and the nonattorneys, to engage in activities constituting debt reduction services and the practice of law on her behalf, in willful violation of Business and Professions Code section 6105.
142. By allowing M3 and the nonattorneys to use respondent’s name, bar number, address, letterhead, signature line, domain name, and the name Sizemore Law Group, for the purposes of providing debt reduction services to Ms. Buccieri, an Arizona resident, without respondent’s involvement or supervision, respondent aided and abetted M3 and the nonattorneys in the unauthorized practice of law, in willful violation of former Rules of Professional Conduct, rule 1-300(A).

143. By failing to obtain a license to perform debt reduction services in Arizona prior to doing so as required by ARS 6-703, respondent violated ARS 6-703, and thereby willfully violated Business and Professions Code, section 6068(a) by failing to obey all laws.
144. By sharing legal fees with M3 and the nonattorneys in relation to debt reduction services provided for Debra Buccieri, respondent shared legal fees with persons who are not lawyers, in willful violation of Former Rules of Professional Conduct, rule 1-320(A).
145. By agreeing to perform debt reduction services for a legal fee for a client, Debra Buccieri, a resident of Arizona, and thereafter from February 24, 2014, through September 8, 2015, charging and collecting \$3,401.34, from the client, when respondent did not have a license to perform debt reduction services as required by ARS 6-703, in willful violation of ARS 6-703, respondent willfully collected an illegal fee in willful violation of rule 4-200(A), Former Rules of Professional Conduct.

AGGRAVATING CIRCUMSTANCES.

Prior Record of Discipline (Std. 1.5(a)): Respondent has one prior discipline. Case No. 15-O-15715. On March 21, 2018, respondent stipulated to having failed to return unearned fees. In that matter, when a client paid respondent \$1,500 with a check, the client accidentally wrote \$15,000 instead of \$1,500. Respondent's bank processed the check as a \$15,000 payment. When the client discovered the error, he contacted respondent. Respondent acknowledged the error and indicated he was going to return the money. Instead, respondent failed to appear at scheduled meetings with his client, and failed to respond to the client's follow up attempts to contact respondent. Respondent stipulated that he failed to return unearned fees, failed to respond to reasonable status inquiries, and failed to render an accounting. Respondent made restitution to the client after the client filed a complaint with the State Bar, but before he entered into the stipulation. Respondent received a 90 day actual suspension with attendant conditions. Respondent acknowledges that the Stipulation Re: Facts, Conclusions of Law, and Disposition and Order Approving Actual Suspension, and California Supreme Court Order attached to this stipulation as Exhibit 1 is a true and accurate record of respondent's prior discipline in this matter.

Pattern of Misconduct (Std. 1.5(c)): Respondent's misconduct is pervasive, and spans at least seven years and five states – Arizona, Illinois, Georgia, Oregon and California. In addition to three individual clients who filed complaints with the State Bar, the results of the Oregon investigation show at least 19 identifiable Oregon residents who were paying Sizemore Law Group for debt reduction services, and for whom M3 was performing debt reduction services with respondent's letterhead and signature line, when Sizemore Law Group was not authorized to collect a fee for and perform debt reduction services under Oregon law. The investigation also identified a California resident for whom M3 was performing debt reduction services while operating under the name of Sizemore Law Group. Furthermore, the consent order that respondent entered into found that Sizemore Law Group represented to as many as 59 Oregon residents that it was authorized to perform debt reduction services to Oregon consumers when it was not authorized to do so, in violation of Oregon Law. Respondent's acceptance of compensation for the use of his name allowed M3 to conduct all of this activity under his name and bar number.

Lack of Candor and Cooperation to Victims or the State Bar of California (Std. 1.5(l)): Respondent's initial representations to the State Bar that he had no involvement in Sizemore Law Group, when coupled with his inconsistent statements to officials in Oregon that Sizemore Law Group

was merely a division of his law practice, and he was being paid for the use of his name and its marketing value show a lack of candor by respondent.

MITIGATING CIRCUMSTANCES.

Pre-filing Stipulation: By entering into this stipulation, respondent has acknowledged misconduct and is entitled to mitigation for recognition of wrongdoing and saving the State Bar significant resources and time. (*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]; *In the Matter of Spaitth* (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 511, 521 [where the attorney's stipulation to facts and culpability was held to be a mitigating circumstance].)

AUTHORITIES SUPPORTING DISCIPLINE.

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

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

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

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

Standard 1.8 (a) provides that if a member has a prior record of discipline, the sanction must be greater than the previously imposed sanctions unless the prior discipline was so remote in time and the previous misconduct was not serious enough that imposing greater discipline would be manifestly unjust.

Section 6105 also provides that it is cause for suspension or disbarment for an attorney to lend one's name to be used as attorney by another person who is not an attorney.

Case law is also instructive.

In *In the Matter of Lenard* (2013) 5 Cal. State Bar Ct. Rptr. 205, an attorney was disbarred for 12 acts of misconduct constituting a pattern of UPL across 9 different states. The attorney had three prior records of discipline, had only one factor in mitigation for an extensive stipulation, and engaged in bad faith and dishonesty for the language in the legal services agreements. The scope of services in the agreements included negotiating debt settlements when Lenard had no specific knowledge of debt collection laws in the states where the clients resided. The agreements also advised the clients that Lenard would help them find local counsel if necessary, but Lenard terminated representation of at least two clients and merely advised them to seek local counsel. After sending out cease-and-desist letters, he provided no other services. Respondent's misconduct is similar to that in *Lenard*, although Lenard had three prior disciplines, and respondent has only one.

In *McGregor v. State Bar* (1944) 24 Cal.2d 283, the attorney maintained his law office and a collection agency at the same location in San Francisco. To assist him in his business, the attorney employed a nonlawyer who was given wide authority in the performance of his duties and allowed to use the attorney's name as an attorney at law in carrying on correspondence and acknowledging receipts of money in connection with the conduct of the collection agency. The latter activity appeared to be so interwoven with the petitioner's legal business that it was difficult to distinguish between the two in the allocation of services rendered. The nonattorney, however, was paid by the attorney from his own funds, and not by the collection agency as a separate entity. (*Id.* at 285.) He was found culpable of having violated section 6105. The attorney in *McGregor* only had one prior discipline, however; the California Supreme Court found that respondent's conduct involved moral turpitude and nonetheless disbarred him. In doing so, the Court observed, "[t]he right to practice law not only presupposes in its possessor integrity, legal standing, and attainment, but also the exercise of a special privilege, highly personal and partaking of the nature of a public trust. It is manifest that the powers and privileges derived from it may not with propriety be delegated to or exercised by a nonlicensed person." (*Id.* at 288, citing *Townsend v. State Bar* (1930) 210 Cal. 362, 364.)

Here, respondent's conduct directly related to his practice of law, as he was lending his name and aiding and abetting the unauthorized practice of law, and his misconduct misled the victims into believing they were being represented by a lawyer when they were not. Some clients, such as Ms. Bockwitz, were unable to talk to their own creditors because even the creditors thought they were represented by a lawyer. In aggravation, respondent has a prior 90-day actual suspension, he engaged in a pattern of misconduct, and demonstrated a lack of candor. As such, disbarment is necessary to protect the public, maintain professional standards, and preserve public confidence in the legal profession.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of Chief Trial Counsel has informed respondent that as of December 13, 2018, the discipline costs in this matter are \$6,549. 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.

(Do not write above this line.)

In the Matter of: PATRICK ARTHUR SIZEMORE	Case Number(s): 15-O-15449, 16-O-11324, 16-O-12175, 18-O-13998
--	---

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.

Date	Respondent's Signature	Patrick Arthur Sizemore Print Name
Date	Respondent's Counsel Signature	Megan Zavieh Print Name
Date	Deputy Trial Counsel's Signature	Danielle Lee Print Name

(Do not write above this line.)

In the Matter of: PATRICK ARTHUR SIZEMORE	Case Number(s): 15-O-15449; 16-O-11324; 16-O-12175; 18-O-13998
--	--

DISBARMENT ORDER

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

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

On page 4, under the heading "Additional mitigating circumstances," "page 23" is deleted, and "page 24" is inserted.

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 Rules Proc. of State Bar, rule 5.58(E) & (F).) **The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after the filed date of the Supreme Court order. (See Cal. Rules of Court, rule 9.18(a).)**

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

Date

1/11/19


MANJARI CHAWLA
Judge of the State Bar Court

SUPREME COURT
FILED

JUL 30 2018

(State Bar Court No. 15-O-15715)

Jorge Navarrete Clerk

S249119

Deputy

IN THE SUPREME COURT OF CALIFORNIA

En Banc

In re PATRICK ARTHUR SIZEMORE on Discipline

The court orders that Patrick Arthur Sizemore, State Bar Number 62803, is suspended from the practice of law in California for one year, execution of that period of suspension is stayed, and he is placed on probation for one year subject to the following conditions:

1. Patrick Arthur Sizemore is suspended from the practice of law for the first 90 days of probation;
2. Patrick Arthur Sizemore must comply with the other conditions of probation recommended by the Hearing Department of the State Bar Court in its Order Approving Stipulation filed on March 21, 2018; and
3. At the expiration of the period of probation, if Patrick Arthur Sizemore has complied with all conditions of probation, the period of stayed suspension will be satisfied and that suspension will be terminated.

Patrick Arthur Sizemore must also take and pass the Multistate Professional Responsibility Examination within one year after the effective date of this order and provide satisfactory proof of such passage to the State Bar's Office of Probation in Los Angeles within the same period. Failure to do so may result in suspension. (Cal. Rules of Court, rule 9.10(b).)

Patrick Arthur Sizemore must also comply with California Rules of Court, rule 9.20, 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 this order. Failure to do so may result in disbarment or suspension.

Costs are awarded to the State Bar in accordance with Business and Professions Code section 6086.10 and are enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment.

I, Jorge Navarrete, Clerk of the Supreme Court of the State of California, do hereby certify that the preceding is a true copy of an order of this Court as shown by the records of my office.

Witness my hand and the seal of the Court this

_____ day of JUL 30 2018 20

By: _____

Deputy

CANTIL-SAKAUYE

Chief Justice

(Do not write above this line.)

State Bar Court of California Hearing Department San Francisco ACTUAL SUSPENSION		
Counsel For The State Bar Danielle Adoración Lee Senior Trial Counsel 180 Howard Street San Francisco, CA 94105 (415) 538-2218 Bar # 223676	Case Number(s): 18-O-15715	For Court use only PUBLIC MATTER FILED MAR 21 2018 <i>WJ</i> STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
Counsel For Respondent Megan E. Zavieh 12460 Crabapple Road, Suite 202-272 Alpharetta, Georgia 30004 (510) 936-2534 Bar # 206446	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: PATRICK ARTHUR SIZEMORE Bar # 62803 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 December 18, 1974
- (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 14 pages, not including the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".

(Effective July 1, 2015)

adh

(Do not write above this line.)

- (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: (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(h) & 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) **Intentional/Bad Faith/Dishonesty:** Respondent's misconduct was dishonest, intentional, or surrounded by, or followed by bad faith.
- (3) **Misrepresentation:** Respondent's misconduct was surrounded by, or followed by, misrepresentation.
- (4) **Concealment:** Respondent's misconduct was surrounded by, or followed by, concealment.
- (5) **Overreaching:** Respondent's misconduct was surrounded by, or followed by, overreaching.
- (6) **Uncharged Violations:** Respondent's conduct involves uncharged violations of the Business and Professions Code, or the Rules of Professional Conduct.
- (7) **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.

(Do not write above this line.)

- (8) **Harm:** Respondent's misconduct harmed significantly a client, the public, or the administration of justice.
- (9) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (10) **Candor/Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct, or to the State Bar during disciplinary investigations or proceedings.
- (11) **Multiple Acts:** Respondent's current misconduct evidences multiple acts of wrongdoing. Sizemore failed to respond to his client's reasonable inquiries, failed to provide an accounting, constructively terminated the attorney-client relationship, and misappropriated \$13,500. See Attachment to Stipulation at page 12.
- (12) **Pattern:** Respondent's current misconduct demonstrates a pattern of misconduct.
- (13) **Restitution:** Respondent failed to make restitution.
- (14) **Vulnerable Victim:** The victim(s) of Respondent's misconduct was/were highly vulnerable.
- (15) **No aggravating circumstances are involved.**

Additional aggravating circumstances:

C. Mitigating Circumstances [see standards 1.2(l) & 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 likely to recur.
- (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 or to the State Bar during disciplinary investigations and proceedings.
- (4) **Remorse:** Respondent promptly took objective steps demonstrating spontaneous 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 objectively 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.

(Do not write above this line.)

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

Additional mitigating circumstances:

Pre-filing Stipulation, see page 12.
No prior record of discipline, see page 12.

D. Discipline:

- (1) **Stayed Suspension:**

(a) Respondent must be suspended from the practice of law for a period of one year.

- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and fitness to practice and present learning and ability in the general 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 one year, 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 90 days.

- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and fitness to practice and present learning and ability in the general 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:

(Do not write above this line.)

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 present learning and ability in the general law, pursuant to standard 1.2(c)(1), Standards for Attorney Sanctions for Professional Misconduct.
- (2) During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3) Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4) Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.
- (5) Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

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

- (6) Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7) Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8) Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.
 - No Ethics School recommended. Reason: .
- (9) Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.
- (10) The following conditions are attached hereto and incorporated:

(Effective July 1, 2016)

(Do not write above this line.)

- | | |
|---|---|
| <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: See attachment.**

(Do not write above this line.)

- 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:
- 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.

(Do not write above this line.)

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: PATRICK ARTHUR SIZEMORE
CASE NUMBER: 15-O-15715

FACTS AND CONCLUSIONS OF LAW.

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

Case No. 15-O-15715 (Complainant: Gary Forkes)

FACTS:

1. Gary D. Forkes is the trustee for his family's trust. Mr. Forkes hired respondent in June 2012 to represent him in that capacity. There was no written fee contract. In 2012, Mr. Forkes paid respondent \$1,500 for attorney's fees. In February 2013, Mr. Forkes paid respondent \$1,500 for fees.
2. On April 5, 2014, in response to respondent's request for fees, Mr. Forkes wrote a Redwood Credit Union Trust Account check to respondent. Mr. Forkes wrote out the numeric amount "\$1500" but inadvertently wrote out the words "fifteen thousand." The item was negotiated by the bank for \$15,000.
3. On or about April 30, 2014, Mr. Forkes received his Redwood Credit Union Trust checking account statement. In reviewing the statement, Mr. Forkes discovered respondent had taken the sum of \$15,000 from the trust checking account and not \$1,500.
4. Subsequent to Mr. Forkes' reading his Redwood Credit Union Trust checking account statement on or about April 30, 2014, Mr. Forkes called respondent and requested the return of the \$13,500 overpayment. Respondent assured Mr. Forkes that the overpayment would be returned by depositing it back into the Redwood Credit Union Trust checking account, but respondent failed to return the overpayment.
5. On June 23, 2014, Mr. Forkes sent an email to respondent requesting to meet about the trust and about the \$13,500 overpayment. On July 24, 2014, respondent sent an email in reply to Mr. Forkes' email, in which he said that, "I will have the final accounting paperwork ready for your signature and bring a check." Respondent then failed to provide an accounting of fees, failed to bring a check, and failed to attend the meeting.
6. On September 5, 2014, respondent wrote to Mr. Forkes indicating in part, "I am sending you a promissory note that I have prepared and signed regarding the extra amount that went into my account by error. I have added a clause regarding interest from the date of deposit. I realistically expect to fully repay the loan within 30-60 days. In the meantime the trust will receive income from the loan." Respondent did not return the \$13,500, and did not pay any interest.

7. Subsequent to September 5, 2014, respondent failed to communicate with Mr. Forkes. Mr. Forkes left several telephone messages asking for an update on the matter, as well as sending several emails requesting the same information. Respondent received the communications, but did not reply. On March 17, 2015, Mr. Forkes received an email regarding respondent's change of address to 122 Calistoga Rd #328 Santa Rosa, CA. Subsequent to the March 17, 2015 email, Mr. Forkes visited respondent's new address but found that the location was a postal box center, and discovered a note at the postal box center indicating that respondent's address was 120 Stony Point Rd., Ste 120 Santa Rosa, CA. A short period of time thereafter, Mr. Forkes went to that location several times during business hours to try and meet with respondent, however the doors were always locked and no one was present.

8. As of September 6, 2014, respondent constructively abandoned the client. Respondent did not inform Mr. Forkes, nor did he take steps to protect the client.

9. On March 25, 2015, Mr. Forkes sent another email to respondent requesting that respondent contact him to discuss subjects that needed to be finished in the trust. Respondent received the email shortly after it was sent, but did not reply.

10. On October 21, 2015, attorney R. James Fisher sent a written communication to respondent informing respondent that Mr. Fisher had been retained by Mr. Forkes, and demanded the return of the funds and an accounting. Respondent received the communication shortly after it was sent, but did not provide either the funds or the accounting.

11. On November 6, 2015, Mr. Fisher sent respondent another written communication demanding an accounting and a return of the client funds. Respondent received the communication shortly after it was sent, but did not provide either the funds or the accounting.

12. On August 11, 2017, Gary D. Forkes, acting as trustee on behalf of the Donald S. Forkes and Mary S. Forkes Trust, was paid full restitution from respondent.

CONCLUSIONS OF LAW:

13. By failing to return the \$13,500 to Gary D. Forkes, acting as trustee on behalf of the Donald S. Forkes and Mary S. Forkes Trust, respondent failed to return advanced fees in willful violation Rules of Professional Conduct, rule 3-700(D)(2).

14. By failing to respond to several emails and telephone messages from Mr. Forkes requesting status updates between September 5, 2014, and March 25, 2015, respondent failed to respond promptly to reasonable status inquiries made by respondent's client, Gary D. Forkes, acting as trustee on behalf of the Donald S. Forkes and Mary S. Forkes Trust, that respondent received in a matter in which respondent had agreed to provide legal services, in willful violation of Business and Professions Code, section 6068(m).

15. By failing to provide an accounting to the new counsel of Gary D. Forkes, acting as trustee on behalf of the Donald S. Forkes and Mary S. Forkes Trust, following the termination of respondent's employment, after the client's new counsel sent written requests on October 21, 2015 and November 6, 2015, that included requests for such an accounting, respondent failed to render an appropriate accounting to the client regarding entrusted funds, in willful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

16. By failing to take any action on the client's behalf after respondent's last email communication to respondent's client on September 5, 2014, even though respondent's client sent respondent a written communication on March 25, 2015, informing respondent that there were outstanding issues and requesting that respondent address those issues, and thereafter failing to inform the client that respondent was withdrawing from employment, respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to respondent's client, Gary D. Forkes, acting as trustee on behalf of the Donald S. Forkes and Mary S. Forkes Trust, by constructively terminating respondent's employment, in willful violation of Rules of Professional Conduct, rule 3-700(A)(2).

AGGRAVATING CIRCUMSTANCES.

Multiple Acts (Std. 1.5(b)): Respondent failed to respond to his client's reasonable inquiries, failed to provide an accounting, constructively terminated the attorney-client relationship, and failed to return unearned fees.

MITIGATING CIRCUMSTANCES.

No prior record of discipline: Respondent is entitled to significant mitigation for his discipline free practice of over 40 years. (*Friedman v. State Bar* (1990) 50 Cal.3d 235, 245 [20 years of discipline free practice highly significant])

Preffing Stipulation: By entering into this stipulation, respondent has acknowledged misconduct and is entitled to mitigation for recognition of wrongdoing and saving the State Bar significant resources and time. (*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]; *In the Matter of Spaitth* (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 511, 521 [where the attorney's stipulation to facts and culpability was held to be a mitigating circumstance].)

AUTHORITIES SUPPORTING DISCIPLINE.

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

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

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

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

The most severe sanction applicable to respondent's misconduct is found in standard 2.2(a), which applies to respondent's violation of rule 4-100(B)(3) and rule 3-700(D)(2). Standard 2.2(a) provides that actual suspension of three months is the presumed sanction for failure to promptly pay out entrusted funds.

Case law also supports a 90 day actual suspension. Constructive termination of the attorney client relationship and failure to return unearned fees is serious misconduct: "[w]e have considered abandonment of clients and retention of unearned fees as serious misconduct warranting periods of actual suspension and in cases of habitual misconduct, disbarment. (See *Martin v. State Bar* (1978) 20 Cal.3d 717 [six instances of abandonment, one-year actual suspension]; *Lester v. State Bar* (1976) 17 Cal.3d 547 [four instances of abandonment, six months' actual suspension]; *Farnham v. State Bar* (1988) 47 Cal.3d 429 [seven instances of misconduct, with prior discipline, disbarment].)

In this case, respondent is entitled to significant mitigating credit for his more than 40 years of discipline free practice, and to mitigating credit for entering into a pre-filing stipulation, thereby saving the State Bar time and resources. Additionally, respondent has now paid restitution. However, respondent committed multiple acts of misconduct, including failing to respond to reasonable inquires, failing to render an accounting of entrusted funds, constructively terminating the attorney-client relationship, and failing to return unearned fees to the client for three years. As such, 90 days of actual suspension is still warranted, and follows the guidance found in standard 2.2(a).

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of Chief Trial Counsel has informed respondent that as of December 21, 2017, the discipline costs in this matter are \$3,215. 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.

EXCLUSION FROM MINIMUM CONTINUING LEGAL EDUCATION ("MCLE") CREDIT



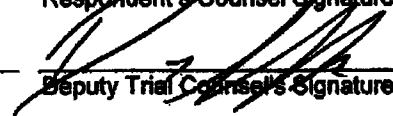
Respondent may not receive MCLE credit for completion of State Bar Ethics School, State Bar Client Trust Accounting School, and/or any other educational course(s) to be ordered as a condition of reapproval or suspension. (Rules Proc. of State Bar, rule 3201.)

(Do not write above this line.)

In the Matter of: Patrick Arthur Sizemore	Case number(s): 15-O-16716
---	--------------------------------------

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>2-19-18</u> Date	 Respondent's Signature	<u>Patrick Arthur Sizemore</u> Print Name
<u>3-1-18</u> Date	 Respondent's Counsel Signature	<u>Megan E. Zavieh</u> Print Name
<u>3-6-18</u> Date	 Deputy Trial Counsel's Signature	<u>Danielle Adoración Lee</u> Print Name

(Do not write above this line.)

In the Matter of: Patrick Arthur Sizemore	Case Number(s): 15-O-15715
--	-------------------------------

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.

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

March 21, 2018


LUCY ARMENDARIZ
Judge of the State Bar Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF SERVICE BY MAIL

RE: SIZEMORE
CASE NO: 15-O-15715

I, the undersigned, over the age of eighteen (18) years, whose business address and place of employment is the State Bar of California, 180 Howard Street, San Francisco, California 94105, declare that I am not a party to the within action; that I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service; that in the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day; that I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit. That in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of San Francisco, on the date shown below, a true copy of the within

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

in a sealed envelope placed for collection and mailing at San Francisco, on the date shown below, addressed to:

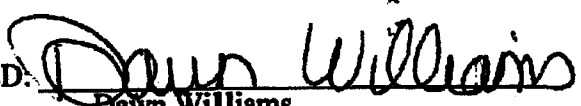
Megan Elizabeth Zavieh
12460 Crabapple Rd., Ste 202-272
Alpharetta, GA 30004

in an inter-office mail facility regularly maintained by the State Bar of California addressed to:

N/A

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Francisco, California, on the date shown below.

DATED: March 6, 2018

SIGNED: 
Dawn Williams
Declarant

CERTIFICATE OF SERVICE

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

I am a Court Specialist 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 San Francisco, on March 21, 2018, 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 San Francisco, California, addressed as follows:

**MEGAN E. ZAVIEH
12460 CRABAPPLE RD STE 202-272
ALPHARETTA, GA 30004**

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

Danielle A. Lee, Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on March 21, 2018.



**Vincent Au
Court Specialist
State Bar Court**



The document to which this certificate is affixed is a full, true and correct copy of the original on file and of record in the State Bar Court.

ATTEST December 13, 2018

State Bar Court, State Bar of California,
Los Angeles

By _____
Clerk

CERTIFICATE OF SERVICE

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

I am a Court Specialist 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 San Francisco, on January 11, 2019, I deposited a true copy of the following document(s):

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

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

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

MEGAN E. ZAVIEH
12460 CRABAPPLE RD STE 202-272
ALPHARETTA, GA 30004

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

Danielle A. Lee, Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on January 11, 2019.



Vincent Au
Court Specialist
State Bar Court