

1 STATE BAR OF CALIFORNIA
2 OFFICE OF CHIEF TRIAL COUNSEL
3 GREGORY P. DRESSER, No. 136532
4 INTERIM CHIEF TRIAL COUNSEL
5 MELANIE J. LAWRENCE, No. 230102
6 ACTING DEPUTY CHIEF TRIAL COUNSEL
7 RENE L. LUCARIC, No. 180005
8 ASSISTANT CHIEF TRIAL COUNSEL
9 ANTHONY J. GARCIA, No. 171419
10 SUPERVISING SENIOR TRIAL COUNSEL
11 ELI D. MORGENSTERN, No. 190560
12 SENIOR TRIAL COUNSEL
13 845 South Figueroa Street
14 Los Angeles, California 90017-2515
15 Telephone: (213) 765-1334

PUBLIC MATTER

FILED

DEC 22 2016

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES



STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

15 In the Matter of:)	Case Nos. 16-O-13378, 16-O-13695,
)	16-O-14364, 16-O-14654,
16 ERIKSON MCDONNELL DAVIS,)	16-O-14662, 16-O-15186,
17 No. 197841,)	16-O-14699, 16-O-14962
)	
18)	NOTICE OF DISCIPLINARY CHARGES
19 A Member of the State Bar)	

NOTICE - FAILURE TO RESPOND!

21 IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE
22 WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT
23 THE STATE BAR COURT TRIAL:

- 24 (1) YOUR DEFAULT WILL BE ENTERED;
- 25 (2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU
26 WILL NOT BE PERMITTED TO PRACTICE LAW;
- 27 (3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN
28 THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION
AND THE DEFAULT IS SET ASIDE, AND;
- (4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.
SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE

1 **OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN**
2 **ORDER RECOMMENDING YOUR DISBARMENT WITHOUT**
3 **FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ.,**
 RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

4 The State Bar of California alleges:

5 JURISDICTION

6 1. Erikson McDonnell Davis ("respondent") was admitted to the practice of law in the
7 State of California on December 1, 1998, was a member at all times pertinent to these charges,
8 and is currently a member of the State Bar of California.

9 COUNT ONE

10 Case No. 16-O-13378
11 Rules of Professional Conduct, rule 3-110(A)
12 [Failure to Perform with Competence-Failure to Supervise]

13 2. On or about January 4, 2016, respondent failed to adequately supervise his employee,
14 Hector Almansor, who is not licensed to practice law in California, and thereby permitted
15 Mr. Almansor to offer legal advice to Kamel Zayat, including advising Mr. Zayat that: (i) Wells
16 Fargo was obligated to modify the terms of its home mortgage loan with Mr. Zayat; (ii) Bank of
17 America was obligated to modify the terms of its Agreement with Mr. Zayat which governed
18 Mr. Zayat's Home Equity Line of Credit Account ("Credit Line"); (iii) Wells Fargo and Bank of
19 America were obligated to consider the existing condition of Mr. Zayat's home, including the
20 mold damage, during settlement discussions concerning Mr. Zayat's home mortgage loan and
21 Credit Line, respectively; and (iv) Mr. Zayat's dispute with Wells Fargo concerning his home
22 mortgage loan and with Bank of America concerning his Credit Line did not involve complex
23 issues and RELC would be able to resolve the disputes with the respective lending institutions in
24 three to six months, in willful violation of Rules of Professional Conduct, rule 3-110(A).

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COUNT TWO

Case No. 16-O-13378
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

3. On or about January 4, 2016, respondent aided his employee, Hector Almansor, who is not licensed to practice law in California, in the unauthorized practice of law by permitting Mr. Almansor to offer legal advice to Kamel Zayat, including the following: (i) Wells Fargo was obligated to modify the terms of its home mortgage loan with Mr. Zayat; (ii) Bank of America was obligated to modify the terms of its Agreement with Mr. Zayat which governed Mr. Zayat's Home Equity Line of Credit Account ("Credit Line"); (iii) Wells Fargo and Bank of America were obligated to consider the existing condition of Mr. Zayat's home, including the mold damage, during settlement discussions concerning Mr. Zayat's home mortgage loan and Credit Line, respectively; and (iv) Mr. Zayat's dispute with Wells Fargo concerning his home mortgage loan and with Bank of America concerning his Credit Line did not involve complex issues and RELC would be able to resolve the disputes with the respective lending institutions in three to six months, in willful violation of Rules of Professional Conduct, rule 1-300(A).

COUNT THREE

Case No. 16-O-13378
Business and Professions Code, section 6106.3(a)
[Violation of Civil Code, section 2944.6(a)]

4. On or about January 4, 2016, respondent, on behalf of his law firm, Real Estate Law Center ("RELC"), negotiated, arranged, or offered to perform a mortgage loan modification or other form of mortgage loan forbearance for a fee paid by a borrower and client, Kamel Zayat, in advance of any service and thereafter entered into a fee agreement with the client without providing the client, prior to entering into that agreement, the following as a separate written statement, in not less than 14-point bold type, as required by Civil Code, section 2944.6, in willful violation of Business and Professions Code, section 6106.3:

It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from your mortgage lender or servicer.
You may call your lender directly to ask for a change in your loan terms.

1 Nonprofit housing counseling agencies also offer these and other forms
2 of borrower assistance free of charge. A list of nonprofit housing counseling
3 agencies approved by the United States Department of Housing and Urban
4 Development (HUD) is available from your local HUD office or by visiting
5 www.hud.gov.

6 COUNT FOUR

7 Case No. 16-O-13378

8 Business & Professions Code, section 6106.3

9 [Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

10 5. On or about January 4, 2016, respondent, on behalf of his law firm, Real Estate Law
11 Center ("RELC"), agreed to perform a mortgage loan modification or other mortgage loan
12 forbearance for a fee for a client, Kamel Zayat, and thereafter on or about January 7, 2016,
13 RELC collected a total of \$5,995 from the client, in part for RELC's loan modification services,
14 before RELC had fully performed each and every service respondent and RELC had been
15 contracted to perform or represented to the client that RELC would perform, in violation of Civil
16 Code, section 2944.7, and in willful violation of Business and Professions Code, section 6106.3.

17 COUNT FIVE

18 Case No. 16-O-13378

19 Rules of Professional Conduct, rule 4-100(B)(3)

20 [Failure to Render Accounts of Client Funds]

21 6. On or about January 7, 2016, Real Estate Law Center ("RELC"), respondent's law
22 firm, received from respondent's client, Kamel Zayat, the sum of \$5,995 as advanced fees for
23 legal services to be performed by RELC consisting of: (i) loan modification services with respect
24 to Mr. Zayat's home mortgage loan with Wells Fargo; and (ii) representation in a dispute
25 involving Bank of America with respect to the terms of Bank of America's Agreement with
26 Mr. Zayat governing Mr. Zayat's Home Equity Line of Credit Account. Respondent thereafter
27 failed to render an appropriate accounting to Mr. Zayat regarding those funds following
28 Mr. Zayat's termination of RELC and request for a refund of the unearned portion of the
advanced fees, which Mr. Zayat memorialized in writing multiple times, including on or about
January 26, 2016, on or about February 2, 2016, on or about February 5, 2016, on or about

1 February 20, 2016, and on or about May 23, 2016, all of which respondent received, in willful
2 violation of the Rules of Professional Conduct, rule 4-100(B)(3).

3 COUNT SIX

4 Case No. 16-O-13378
5 Rules of Professional Conduct, rule 3-700(D)(2)
6 [Failure to Refund Unearned Fees]

7 7. On or about January 7, 2016, Real Estate Law Center ("RELC"), respondent's firm,
8 received advanced fees of \$5,995 from a client, Kamel Zayat, for legal services to be performed
9 by RELC consisting of: (i) loan modification services with respect to Mr. Zayat's home
10 mortgage loan with Wells Fargo; and (ii) representation in a dispute involving Bank of America
11 with respect to the terms of Bank of America's Agreement with Mr. Zayat governing
12 Mr. Zayat's Home Equity Line of Credit Account. The only action taken by RELC on behalf of
13 Mr. Zayat was to send a cover letter and authorization form to Wells Fargo Bank. RELC failed
14 to perform any legal services for Mr. Zayat in connection with his dispute with Bank of America,
15 and therefore respondent failed to earn any portion of the \$5,995 advanced fees paid by
16 Mr. Zayat to RELC for RELC's legal services in connection with Mr. Zayat's dispute with Bank
17 of America. Respondent failed to refund promptly, upon RELC's termination of employment on
18 or about January 26, 2016, any part of the \$5,995 advanced fee by Mr. Zayat to RELC, in willful
19 violation of Rules of Professional Conduct, rule 3-700(D)(2).

20 COUNT SEVEN

21 Case No. 16-O-13695
22 Business and Professions Code, section 6106.3(a)
23 [Violation of Civil Code, section 2944.6(a)]

24 8. On or about February 24, 2016, respondent, on behalf of his law firm, Real Estate
25 Law Center ("RELC"), negotiated, arranged, or offered to perform a mortgage loan modification
26 or other form of mortgage loan forbearance for a fee paid by a borrower and client, Barbara
27 LaDoucer, in advance of any service and thereafter entered into a fee agreement with the client
28 without providing the client, prior to entering into that agreement, the following as a separate

1 written statement, in not less than 14-point bold type, as required by Civil Code, section 2944.6,
2 in willful violation of Business and Professions Code, section 6106.3:

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

11 COUNT EIGHT

12 Case No. 16-O-13695

13 Business & Professions Code, section 6106.3

14 [Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

15 9. On or about February 24, 2016, respondent, on behalf of his law firm, Real Estate
16 Law Center ("RELC"), agreed to perform a mortgage loan modification or other mortgage loan
17 forbearance for a fee for a client, Barbara LaDoucer, and thereafter, between on or about
18 February 16, 2016, and on or about April 15, 2016, RELC collected a total of \$3,000 from the
19 client before RELC had fully performed each and every service respondent and RELC had been
20 contracted to perform or represented to the client that RELC would perform, in violation of Civil
21 Code, section 2944.7, and in willful violation of Business and Professions Code, section 6106.3.

22 COUNT NINE

23 Case No. 16-O-14364

24 Rules of Professional Conduct, rule 3-110(A)

25 [Failure to Perform with Competence-Failure to Supervise]

26 10. In or about June 2014, respondent failed to adequately supervise his employee,
27 Monica Davis, who is not licensed to practice law in California, and thereby permitted
28 Ms. Davis to offer legal advice to Clifford Davis, including advising Mr. Davis that: (i) Real
Estate Law Center ("RELC"), respondent's law firm, would be able to resolve a lawsuit against
Nationstar Mortgage, LLC ("Nationstar"), Mr. Davis's former home mortgage lender in three to
six months; and (ii) a potential resolution of the lawsuit would include a full discharge of Mr.

1 Davis's mortgage obligations enabling Mr. Davis to own his home free and clear of any
2 mortgage debt, in willful violation of Rules of Professional Conduct, rule 3-110(A).

3 COUNT TEN

4 Case No. 16-O-14364
5 Rules of Professional Conduct, Rule 1-300(A)
6 [Aiding the Unauthorized Practice of Law]

7 11. In or about June 2014, respondent aided his employee, Monica Davis, who is not
8 licensed to practice law in California, in the unauthorized practice of law by permitting
9 Ms. Davis to offer legal advice to Clifford Davis, including the following: (i) Real Estate Law
10 Center ("RELC"), respondent's law firm, would be able to resolve a lawsuit against Nationstar
11 Mortgage, LLC ("Nationstar"), Mr. Davis's former home mortgage lender, in three to six
12 months; and (ii) a potential resolution of the lawsuit would include a full discharge of
13 Mr. Davis's mortgage obligations enabling Mr. Davis to own his home free and clear of any
14 mortgage debt, in willful violation of Rules of Professional Conduct, rule 1-300(A).

15 COUNT ELEVEN

16 Case No. 16-O-14364
17 Business and Professions Code, section 6106.3(a)
18 [Violation of Civil Code, section 2944.6(a)]

19 12. On or about June 18, 2014, respondent, on behalf of his law firm, Real Estate Law
20 Center ("RELC"), negotiated, arranged, or offered to perform a mortgage loan modification or
21 other form of mortgage loan forbearance for a fee paid by a borrower and client, Clifford Davis,
22 in advance of any service and thereafter entered into a fee agreement with the client without
23 providing the client, prior to entering into that agreement, the following as a separate written
24 statement, in not less than 14-point bold type, as required by Civil Code, section 2944.6, in
25 willful violation of Business and Professions Code, section 6106.3:

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

1 Development (HUD) is available from your local HUD office or by visiting
2 www.hud.gov.

3 COUNT TWELVE

4 Case No. 16-O-14364
5 Business & Professions Code, section 6106.3
[Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

6 13. On or about June 18, 2014, respondent, on behalf of his law firm, Real Estate Law
7 Center ("RELC"), agreed to perform a mortgage loan modification or other mortgage loan
8 forbearance for a fee for a client, Clifford Davis, and thereafter between on or about June 26,
9 2014, and October 5, 2014, RELC collected a total of \$5,000 for RELC's loan modification
10 services, before RELC had fully performed each and every service respondent and RELC had
11 been contracted to perform or represented to the client that RELC would perform, in violation of
12 Civil Code, section 2944.7, and in willful violation of Business and Professions Code, section
13 6106.3.

14 COUNT THIRTEEN

15 Case No. 16-O-14654
16 Business and Professions Code, section 6106.3(a)
[Violation of Civil Code, section 2944.6(a)]

17 14. On or about February 18, 2015, respondent, on behalf of his law firm, Real Estate
18 Law Center ("RELC"), negotiated, arranged, or offered to perform a mortgage loan modification
19 or other form of mortgage loan forbearance for a fee paid by a borrower and client, Robert
20 Gevorkian, in advance of any service and thereafter entered into a fee agreement with the client
21 without providing the client, prior to entering into that agreement, the following as a separate
22 written statement, in not less than 14-point bold type, as required by Civil Code, section 2944.6,
23 in willful violation of Business and Professions Code, section 6106.3:

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

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COUNT FOURTEEN

Case No. 16-O-14654
Business & Professions Code, section 6106.3
[Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

15. On or about February 18, 2015, respondent, on behalf of his law firm, Real Estate Law Center ("RELC"), agreed to perform a mortgage loan modification or other mortgage loan forbearance for a fee for a client, Robert Gevorkian, and thereafter between on or about February 19, 2015, and on or about October 5, 2015, RELC collected a total of \$5,433 for RELC's loan modification services, before RELC had fully performed each and every service respondent and RELC had been contracted to perform or represented to the client that RELC would perform, in violation of Civil Code, section 2944.7, and in willful violation of Business and Professions Code, section 6106.3.

COUNT FIFTEEN

Case No. 16-O-14654
Business and Professions Code, section 6068(m)
[Failure to Inform Client of Significant Development]

16. Respondent represented his client, Robert Gevorkian, and 35 other plaintiffs, in a lawsuit titled *Baker, et al. v. Nationstar Mortgage, LLC*, San Diego County Superior Court case no. 37-2015-00013653 (the "Baker civil matter"). Respondent failed to keep Mr. Gevorkian, respondent's client, reasonably informed of significant developments in the Baker civil matter, a matter in which respondent had agreed to provide legal services, in willful violation of Business and Professions Code, section 6068(m), by failing to inform the client of the following:

A) On or about May 27, 2016, the Court in the Baker civil matter sustained Nationstar's demurrer with 10 days leave to amend; instead, on or about May 27, 2016, respondent sent an email to Mr. Gevorkian stating, in part, "the judge dismissed your complaint [in the Baker civil matter] with prejudice because he feels that the claims contained in the complaint did not meet his standards for legal sufficiency."

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COUNT SIXTEEN

Case No. 16-O-14634
Rules of Professional Conduct, rule 3-700(D)(1)
[Failure to Release File]

17. Respondent failed to release promptly, after termination of respondent's employment on or about June 13, 2016, to respondent's client, Robert Gevorkian, all of the client's papers and property following the client's request for the client's file on or about June 13, 2016, in willful violation of Rules of Professional Conduct, rule 3-700(D)(1).

COUNT SEVENTEEN

Case No. 16-O-15186
Business and Professions Code, section 6106.3(a)
[Violation of Civil Code, section 2944.6(a)]

18. On or about February 29, 2016, respondent, on behalf of his law firm, Real Estate Law Center ("RELC"), negotiated, arranged, or offered to perform a mortgage loan modification or other form of mortgage loan forbearance for a fee paid by a borrower and client, Jonathan Matias, in advance of any service and thereafter entered into a fee agreement with the client without providing the client, prior to entering into that agreement, the following as a separate written statement, in not less than 14-point bold type, as required by Civil Code, section 2944.6, in willful violation of Business and Professions Code, section 6106.3:

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

COUNT EIGHTEEN

Case No. 16-O-14662
Business & Professions Code, section 6106.3
[Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

19. On or about February 29, 2016, respondent, on behalf of his law firm, Real Estate Law Center ("RELC"), agreed to perform a mortgage loan modification or other mortgage loan

1 forbearance for a fee for a client, Jonathan Matias, and on or about that date, RELC collected a
2 total of \$2,000 for RELC's loan modification services, before RELC had fully performed each
3 and every service respondent and RELC had been contracted to perform or represented to the
4 client that RELC would perform, in violation of Civil Code, section 2944.7, and in willful
5 violation of Business and Professions Code, section 6106.3.

6 COUNT NINETEEN

7 Case No. 16-O-15186
8 Business and Professions Code, section 6106.3(a)
9 [Violation of Civil Code, section 2944.6(a)]

10 20. On or about January 20, 2016, respondent, on behalf of his law firm, Real Estate Law
11 Center ("RELC"), negotiated, arranged, or offered to perform a mortgage loan modification or
12 other form of mortgage loan forbearance for a fee paid by a borrower and client, Domingo
13 Juarez, in advance of any service and thereafter entered into a fee agreement with the client
14 without providing the client, prior to entering into that agreement, the following as a separate
15 written statement, in not less than 14-point bold type, as required by Civil Code, section 2944.6,
16 in willful violation of Business and Professions Code, section 6106.3:

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

25 COUNT TWENTY

26 Case No. 16-O-15186
27 Business & Professions Code, section 6106.3
28 [Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

21. On or about January 20, 2016, respondent, on behalf of his law firm, Real Estate
Law Center ("RELC"), agreed to perform a mortgage loan modification or other mortgage loan
forbearance for a fee for a client, Domingo Juarez, and thereafter between on or about March 11,

1 2016, and on or about April 8, 2016, RELC collected a total of \$4,100 for RELC's loan
2 modification services, before RELC had fully performed each and every service respondent and
3 RELC had been contracted to perform or represented to the client that RELC would perform, in
4 violation of Civil Code, section 2944.7, and in willful violation of Business and Professions
5 Code, section 6106.3.

6 COUNT TWENTY-ONE

7 Case No. 16-O-14699
8 Rules of Professional Conduct, rule 3-110(A)
9 [Failure to Perform with Competence-Failure to Supervise]

10 22. In or about March 2015, respondent failed to adequately supervise his employee,
11 Jonathan Housman, who is not licensed to practice law in California, and thereby permitted
12 Mr. Housman to offer legal advice to David and Wendy Stephenson (collectively, the
13 "Stephensons"), including advising the Stephesons that: (i) Real Estate Law Center ("RELC"),
14 respondent's law firm, would be able to resolve a lawsuit against Ocwen Loan Servicing, LLC
15 ("Ocwen"), the Stephenson's home mortgage lender, in three to six months; (ii) a potential
16 resolution of the lawsuit would include an extension of the maturity date of their home mortgage,
17 and an interest and principal reduction in their home mortgage, in willful violation of Rules of
18 Professional Conduct, rule 3-110(A).

19 COUNT TWENTY-TWO

20 Case No. 16-O-14699
21 Rules of Professional Conduct, Rule 1-300(A)
22 [Aiding the Unauthorized Practice of Law]

23 23. In or about March 2015, respondent aided his employee, Jonathan Housman, who is
24 not licensed to practice law in California, in the unauthorized practice of law by permitting
25 Mr. Housman to offer legal advice to David and Wendy Stephenson (collectively, the
26 "Stephensons"), including the following: (i) Real Estate Law Center ("RELC"), respondent's law
27 firm, would be able to resolve a lawsuit against Ocwen Loan Servicing, LLC ("Ocwen"), the
28 Stephenson's home mortgage lender, in three to six months; and (ii) a potential resolution of the

1 lawsuit would include an extension of the maturity date of their home mortgage, and an interest
2 and principal reduction in their home mortgage, in willful violation of Rules of Professional
3 Conduct, rule 1-300(A).

4 COUNT TWENTY-THREE

5 Case No. 16-O-14699

6 Rule of Professional Conduct, Rule 1-300(B)

7 [Unauthorized Practice of Law in Another Jurisdiction]

8 24. On or about March 20, 2015, David and Wendy Stephenson, Wisconsin residents,
9 employed Real Estate Law Center ("RELC"), respondent's law firm, to negotiate a modification
10 of their mortgage loan, which was secured by their home in Wisconsin.

11 25. The Stephensons paid RELC \$5,500 in advanced attorney's fees for respondent's
12 loan modification services.

13 26. At no time relevant to the charges herein were respondent, or anyone else that
14 respondent employed at RELC, licensed to practice law in Wisconsin.

15 27. Between in or about March 2015 and in or about February 2016, Denise Morales and
16 Sam Branco, non-attorney employees of RELC, with the knowledge and authorization of
17 respondent, performed legal services in connection with negotiating and obtaining a mortgage
18 loan modification on behalf of the Stephensons.

19 28. Wisconsin Supreme Court Rule ("SCR") 23.01 provides, in pertinent part, that:

20 "The practice of law in Wisconsin is the application of legal principles
21 and judgment with regard to the circumstances or objectives of another
22 entity or person(s) where is a client relationship or trust or reliance
23 and which require the knowledge, judgment, and skill of person trained
24 as a lawyer. The practice of law includes but is not limited to:

25 (1) Giving advice or counsel to others as to their legal rights or the legal
26 rights or responsibilities of others for fees or other consideration . . .

27 (4) Negotiation of legal rights or responsibilities on behalf of another
28 Entity or persons . . .

29 SCR 23.02 provides that no person may engage in the practice of law in Wisconsin,
30 or attempt to do so, or make a representation that he or she is authorized to do so, unless the
31 person is currently licensed to practice law in Wisconsin by the Wisconsin Supreme Court and is

1 an active member of the State Bar of Wisconsin, subject to certain exceptions and exclusions not
2 relevant here.

3 30. On or about March 2, 2016, the Stephensons terminated RELC and requested a
4 refund of the \$5,500 in advanced attorney's fees that they paid to RELC. To date, respondent
5 had not provided the Stephensons with any portion of the advanced attorney's fees that they paid
6 to RELC.

7 31. By accepting employment of David and Wendy Stephenson and holding himself out
8 as entitled to practice law in Wisconsin in order to perform legal services in connection with
9 negotiating and obtaining a mortgage loan modification, and thereafter permitting non-attorney
10 employees of RELC to perform legal services in connection with negotiating and obtaining a
11 mortgage loan modification on behalf of the Stephensons, respondent held himself out as entitled
12 to practice law in Wisconsin, a jurisdiction where he is not admitted to practice law, and aided
13 non-attorney employees in the unauthorized practice of law in Wisconsin, and thereby willfully
14 violated the regulations of the profession in that jurisdiction, in willful violation of Rules of
15 Professional Conduct, rule 1-300(B).

16 COUNT TWENTY-FOUR

17 Case No. 16-O-14962
18 Business and Professions Code, section 6106.3(a)
19 [Violation of Civil Code, section 2944.6(a)]

20 32. On or about February 18, 2015, respondent, on behalf of his law firm, Real Estate
21 Law Center ("RELC"), negotiated, arranged, or offered to perform a mortgage loan modification
22 or other form of mortgage loan forbearance for a fee paid by a borrower and client, Yvette
23 Ramirez, in advance of any service and thereafter entered into a fee agreement with the client
24 without providing the client, prior to entering into that agreement, the following as a separate
25 written statement, in not less than 14-point bold type, as required by Civil Code, section 2944.6,
26 in willful violation of Business and Professions Code, section 6106.3:

27 ///

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

9 COUNT TWENTY-FIVE

10 Case No. 16-O-14962
11 Business & Professions Code, section 6106.3
12 [Violation of Civil Code, section 2944.7(a)(1)-Illegal Advanced Fee]

13 33. On or about February 18, 2015, respondent, on behalf of his law firm, Real Estate
14 Law Center ("RELC"), agreed to perform a mortgage loan modification or other mortgage loan
15 forbearance for a fee for a client, Yvette Ramirez, and thereafter between on or about June 29,
16 2015, and on or about November 17, 2015, RELC collected a total of \$2,500 for RELC's loan
17 modification services, before RELC had fully performed each and every service respondent and
18 RELC had been contracted to perform or represented to the client that RELC would perform, in
19 violation of Civil Code, section 2944.7, and in willful violation of Business and Professions
20 Code, section 6106.3.

21 COUNT TWENTY-SIX

22 Case Nos. 16-O-13378, 16-O-13695, 16-O-14364, 16-O-14654,
23 16-O-14662, 16-O-15186, 16-O-14699, 16-O-14962
24 Business and Professions Code, section 6106
25 [Moral Turpitude-Scheme To Circumvent The Law]

26 34. From in or about September 2013 to the present, respondent has executed a business
27 plan designed to circumvent the law; specifically, Real Estate Law Center ("RELC"),
28 respondent's law firm, has collected advanced fees from its clients, including Kamel Zayat, the
complaining witness in Case No. 16-O-13378; Barbara LaDoucer, the complaining witness in
Case No. 16-O-13695; Clifford Davis, the complaining witness in Case No. 16-O-14364; Robert
Gevorkian, the complaining witness in Case No. 16-O-14654; Jonathan Matias, the complaining
witness in Case No. 16-O-14662; Domingo Juarez, the complaining witness in

1 Case No. 16-O-1586, Wendy Stephenson, the complaining witness in Case No. 16-O-14699; and
2 Yvette Ramirez, the complaining witness in Case No. 16-O-14962 (collectively, "clients"),
3 which respondent knew, or was grossly negligent in not knowing, violated Civil Code, section
4 2944.7(a)(1). The first step in respondent's scheme to circumvent the law was to utilize non-
5 attorney employees to conduct initial consultations with the clients. The non-attorney employees
6 were trained to, and did, persuade the clients, who wanted to obtain loan modifications of their
7 respective home mortgages, to employ RELC for the nominal purpose of pursuing litigation
8 against their respective lenders. The clients employed RELC, and paid the firm advanced
9 attorney's fees, before respondent, or any other attorney employed by RELC, evaluated the
10 merits of the clients' respective claims. And, as a final step in the scheme, once the clients
11 employed RELC, all of the services, including the filing of mass tort lawsuits, which never
12 proceeded past the pleading stage, which respondent provided to Messrs. Davis and Gevorkian,
13 and Ms. Stephenson, were undertaken for the primary, if not sole, purpose of attempting to
14 obtain a loan modification or other mortgage loan forbearance for the clients. In devising and
15 carrying out his scheme to circumvent Civil Code, section 2944.7(a)(1), respondent committed
16 an act(s) involving moral turpitude, dishonesty or corruption in willful violation of Business and
17 Professions Code, section 6106.

18 **NOTICE - INACTIVE ENROLLMENT!**

19 **YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR**
20 **COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE**
21 **SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL**
22 **THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO**
23 **THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN**
24 **INACTIVE MEMBER OF THE STATE BAR. YOUR INACTIVE**
25 **ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE**
26 **RECOMMENDED BY THE COURT.**

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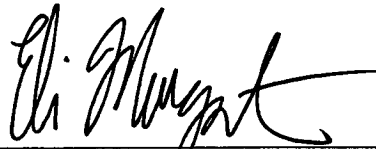
NOTICE - COST ASSESSMENT!

IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.10.

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF CHIEF TRIAL COUNSEL

DATED: December 22, 2016

By: 

Eli D. Morgenstern
Senior Trial Counsel

DECLARATION OF SERVICE

by
U.S. FIRST-CLASS MAIL / U.S. CERTIFIED MAIL / OVERNIGHT DELIVERY / FACSIMILE-ELECTRONIC TRANSMISSION

CASE NUMBER(s): **16-O-13378; 16-O-13695; 16-O-14364; 16-O-14654; 16-O-14662; 16-O-15186; 16-O-14699; 16-O-14962**

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 845 South Figueroa Street, Los Angeles, California 90017, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

NOTICE OF DISCIPLINARY CHARGES

☐

By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))

- 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 Los Angeles.

☒

By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))

☐

By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))

- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ("UPS").

☐

By Fax Transmission: (CCP §§ 1013(e) and 1013(f))

Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.

☐

By Electronic Service: (CCP § 1010.6)

Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the electronic addresses listed herein below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐

(for U.S. First-Class Mail) in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: *(see below)*

☒

(for Certified Mail) in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,
Article No.: 9414 7266 9904 2010 0776 71 at Los Angeles, addressed to: *(see below)*

☐

(for Overnight Delivery) together with a copy of this declaration, in an envelope, or package designated by UPS,
Tracking No.: addressed to: *(see below)*

Person Served	Business-Residential Address	Fax Number	Courtesy Copy to:
ERIKSON MCDONNELL DAVIS	REAL ESTATE LAW CENTER, PC 695 S. VERMONT AVE #1100 LOS ANGELES, CA 90005	Electronic Address	

☐

via inter-office mail regularly processed and maintained by the State Bar of California addressed to:

N/A


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, and overnight delivery by the United Parcel Service ("UPS"). 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, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the 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.

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

DATED: December 22, 2016

SIGNED:


NATALIE FLORES
Declarant