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State Bar Court of California Hearing Department San Francisco ACTUAL SUSPENSION		
Counsel For The State Bar Susan I. Kagan Deputy Trial Counsel 180 Howard Street San Francisco, CA 94105 (415) 538-2037 Bar # 214209	Case Number(s): 09-O-16240 [09-O-18615; 10-O-00567; 10-O-01022; 11-O-11229]	For Court use only PUBLIC MATTER FILED <i>RW</i> DEC 29 2011 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
Counsel For Respondent Samuel C. Bellicini Fishkin & Slatter, LLP 1111 Civic Dr Ste 215 Walnut Creek, CA 94596 (925) 944-5600 Bar # 152191	Submitted to: Assigned Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING	
In the Matter of: TRACY L. WOOD Bar # 209362 A Member of the State Bar of California (Respondent)	ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	

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 4, 2000.
- (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 15 pages, not including the order.

(Effective January 1, 2011)



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- (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. (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: 2013, 2014, 2015. (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 [for definition, see Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.

- (1) **Prior record of discipline** [see standard 1.2(f)]
 - (a) State Bar Court case # of prior case
 - (b) Date prior discipline effective
 - (c) Rules of Professional Conduct/ State Bar Act violations:
 - (d) Degree of prior discipline
 - (e) If Respondent has two or more incidents of prior discipline, use space provided below.
- (2) **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. See page 10.

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- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct.
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

C. Mitigating Circumstances [see standard 1.2(e)]. Facts supporting mitigating circumstances are required.

- (1) **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious. See page 10.
- (2) **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings. See page 10.
- (4) **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct. See page 11.
- (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 in good faith.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical 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 Respondent no longer suffers from such difficulties or disabilities.
- (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 good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.

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(12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.

(13) **No mitigating circumstances** are involved.

Additional mitigating circumstances:

D. Discipline:

(1) **Stayed Suspension:**

(a) Respondent must be suspended from the practice of law for a period of two (2) years.

i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii) Standards for Attorney Sanctions for Professional Misconduct.

ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.

iii. and until Respondent does the following:

(b) The above-referenced suspension is stayed.

(2) **Probation:**

Respondent must be placed on probation for a period of three (3) years, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)

(3) **Actual Suspension:**

(a) Respondent must be actually suspended from the practice of law in the State of California for a period of nine (9) months.

i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct

ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.

iii. and until Respondent does the following:

E. Additional Conditions of Probation:

(1) If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in the general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.

(2) During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.

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

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

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

F. Other Conditions Negotiated by the Parties:

- (1) **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. **Failure to pass the MPRE results in actual suspension without**

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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:**

Attachment language (if any):

FACTS AND CONCLUSIONS OF LAW

Case Nos. 09-O-16240; 09-O-18615; 10-O-00567; 10-O-01022; 11-O-11229

Facts

1. At all relevant times herein, Edwin Mendaros, a non-attorney, is the Chief Financial Officer and Director of Atlantic Global Network ("AGN"). At all relevant times herein, Kathryn Mendaros, a non-attorney, is the Chief Operating Officer and Director of AGN. At all relevant times herein, Marichu Lim, a non-attorney, is the Secretary of AGN. AGN is comprised of non-attorneys that provide loan modification processing services and administrative support services.
2. In October 2008, respondent and Edwin Mendaros entered into an agreement to provide legal services with respect to home mortgage loan modifications. Respondent would pay Mendaros from the fees collected from loan modification clients that signed up with respondent through AGN. Mendaros and AGN would provide the loan modification servicing to respondent's clients.
3. At all relevant times herein, Mendaros maintained the lease and paid the rent for respondent's office space.
4. Respondent provided his retainer agreement to Mendaros for its use in signing up new loan modification clients. Respondent's retainer agreement was on the letterhead of "Law Offices of Tracy L. Wood" and entitled "Retainer Agreement for Loss Mitigation." The agreement stated, among other things:
 - "Client will pay attorney the non-refundable fixed sum of \$3,950 for attorney's fees for the legal service to be provided under this agreement."
 - Respondent will "assess and structure a loss mitigation solution for Client's current or anticipated mortgage hardship situation."
 - Respondent will "negotiate with lender on Client's behalf with the goal of achieving the loss mitigation solution chosen by Client."
5. AGN paid non-attorneys a referral fee for clients referred to respondent for loan modification services. AGN's non-attorney staff administered the loan modification services with virtually no supervision from respondent.
6. From at least August 2009, through at least December 2009, the client legal fees collected by AGN on behalf of respondent for loan modification work were split between respondent and AGN.
7. Case No. 09-O-16240. On March 14, 2009, Ruth Perez ("Perez"), hired respondent to obtain a loan modification on her home mortgage. On the same date, Perez entered into a written fee agreement. At the time of hire, one of respondent's non-attorney staff members explained the terms of the written fee agreement to Perez. It was not until April 9, 2009, that respondent signed the written fee agreement. Thereafter, all of the loan modification work was performed by respondent's non-attorney staff. During the time that Perez was represented by respondent, Perez was never able to speak directly with respondent. All

of the information and legal advice that she received from respondent's office was given by the non-attorney staff of respondent. Respondent knew or was grossly negligent in now knowing that his non-attorney staff was giving legal advice to Perez. Thereafter, all of the loan modification work was performed by respondent's non-attorney staff. During the time that Perez was represented by respondent, Perez was never able to speak directly with respondent. All of the information and legal advice that she received from respondent's office was given by the non-attorney staff of respondent. Respondent knew or was grossly negligent in now knowing that his non-attorney staff was giving legal advice to Perez.

8. Case No. 09-O-18615. On April 4, 2009, Policarpio and Imelda Carpio ("the Carprios"), hired respondent to obtain a loan modification on their home mortgage. On or about the same date, the Carprios entered into a written fee agreement with respondent. At the time of hire, one of respondent's non-attorney staff members explained the terms of the written fee agreement to the Carprios. It was not until April 30, 2009, that respondent signed the written fee agreement. All of the loan modification work was performed by respondent's non-attorney staff. During the time that the Carprios were represented by respondent, the Carprios were never able to speak directly with respondent. All of the information and legal advice that they received from respondent's office was given by the non-attorney staff of respondent. Respondent knew or was grossly negligent in now knowing that his non-attorney staff was giving legal advice to the Carprios.

9. Case No. 10-O-00567. On March 22, 2009, Michael Frazier ("Frazier"), hired respondent to obtain a loan modification on his home mortgage. On the same date, Frazier entered into a written fee agreement wherein he agreed to pay respondent advanced attorney's fees in the amount of \$3,950 for respondent to perform legal services. At the time of hire, one of respondent's non-attorney staff members explained the terms of the written fee agreement to Frazier. It was not until April 2, 2009, that respondent signed the written fee agreement. Thereafter, all of the loan modification work was performed by respondent's non-attorney staff. During the time that Frazier was represented by respondent, Frazier was never able to speak directly with respondent. All of the information and legal advice that he received from respondent's office was given by the non-attorney staff of respondent. Respondent knew or was grossly negligent in now knowing that his non-attorney staff was giving legal advice to Frazier.

10. Case No. 11-O-11229. On February 5, 2009, Betty Alas ("Alas"), hired respondent to obtain a loan modification on her home mortgage. On the same date, Alas entered into a written fee agreement. At the time of hire, one of respondent's non-attorney staff members explained the terms of the written fee agreement to Alas. It was not until February 12, 2009, that respondent signed the written fee agreement. Thereafter, all of the loan modification work was performed by respondent's non-attorney staff. During the time that Alas was represented by respondent, Alas was never able to speak directly with respondent. All of the information and legal advice that she received from respondent's office was given by the non-attorney staff of respondent. Respondent knew or was grossly negligent in now knowing that his non-attorney staff was giving legal advice to Alas.

Conclusions of Law

1. By splitting the legal fees from his loan modification clients with Mendaros, a non-attorney, respondent shared legal fees with a person who is not a lawyer in willful violation of rule 1-320(A) of the Rules of Professional Conduct.

2. By entering into an agreement with Mendaros whereby AGN would pay non-attorneys for client referrals and provide loan modification services to respondent's clients, and by providing his name as attorney for use by Mendaros and AGN, including his retainer agreement, respondent formed a partnership with a person who is not a lawyer where at least one of the activities of that partnership consisted of the practice of law in willful violation of rule 1-310 of the Rules of Professional Conduct.
3. By allowing his non-attorney staff to give legal advice to Perez, the Carpios, Frazier and Alas, including explaining the terms of the written fee agreement, and perform all of the loan modification work with little or no supervision, respondent aided a person or entity in the unauthorized practice of law in willful violation of rule 1-300(A) of the Rules of Professional Conduct.

Case No. 10-O-01022- The Ajiruddin matter

Facts

1. On February 15, 2009, Ade Ajiruddin ("Ajiruddin"), hired respondent to obtain a loan modification on her home mortgage. On or about the same date, Ajiruddin entered into a written fee agreement wherein she agreed to pay respondent advanced attorney's fees in the amount of \$3,950 for respondent to perform legal services. At the time of hire, one of respondent's non-attorney staff members explained the terms of the written fee agreement to Perez. Respondent never signed the written fee agreement.
2. On February 5, 2009, Ajiruddin paid respondent \$2,000 as advanced attorney's fees. On March 21, 2009, Ajiruddin paid respondent \$1,950 as advanced attorney's fees. In total, Ajiruddin paid respondent \$3,950 as advanced attorney's fees.
3. At no time did Ajiruddin ever meet or talk to respondent. At no time did respondent perform any work on Ajiruddin's loan modification. All of the loan modification work was performed by respondent's non-attorney staff. During the time that Ajiruddin was represented by respondent, Ajiruddin was never able to speak directly with respondent. All of the information and legal advice that she received from respondent's office was given by the non-attorney staff of respondent. Respondent knew or was grossly negligent in now knowing that his non-attorney staff was giving legal advice to Ajiruddin.
4. Respondent did not obtain a loan modification for Ajiruddin. Respondent failed to perform any services of value on behalf of Ajiruddin. Respondent did not earn any portion of the advanced fees paid by Ajiruddin.
5. On December 11, 2009, respondent sent a letter to Ajiruddin stating, in part: "Be advised that my agreement to seek a loan modification for you from your lender is not a lifetime commitment on my part. For the flat fee that I have charged, there must be a reasonable limit on how long I will provide you with service...Once your lender has made a decision on the request we submit on your behalf, we convey that decision to you, and my obligation to you expires at that point." As of December 11, 2009, respondent effectively terminated his employment with Ajiruddin. Respondent did not refund any portion of the \$3,950.01 in unearned fees to Ajiruddin.
6. To date, respondent has failed to refund any portion of the \$3,950.01 in unearned fees to Ajiruddin.

Conclusions of Law

1. By failing to perform any services of value on behalf of Ajiruddin, respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in willful violation of rule 3-110(A) of the Rules of Professional Conduct.
2. By failing to refund \$3,950.01 in unearned fees to Ajiruddin, respondent failed to refund promptly any part of a fee paid in advance that has not been earned in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.
3. By allowing his non-attorney staff to give legal advice to Ajiruddin, including explaining the terms of the written fee agreement, and perform all of the loan modification work with little or no supervision, respondent aided a person or entity in the unauthorized practice of law in willful violation of rule 1-300(A) of the Rules of Professional Conduct.

PENDING PROCEEDINGS

The disclosure date referred to, on page 2, paragraph A(7), was December 2, 2011.

STATE BAR ETHICS SCHOOL

Because respondent has agreed to attend State Bar Ethics School as part of this stipulation, respondent may receive Minimum Continuing Legal Education credit upon the satisfactory completion of State Bar Ethics School.

COSTS OF DISCIPLINARY PROCEEDINGS

Respondent acknowledges that the State Bar has informed respondent that as of December 2, 2011, the estimated prosecution costs in this matter are approximately \$7,754.20. Respondent acknowledges that this figure is an estimate only and that it does not include State Bar Court costs which will be included in any final cost assessment. 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.

FACTS SUPPORTING AGGRAVATING AND MITIGATING CIRCUMSTANCES

AGGRAVATING CIRCUMSTANCES

Standard 1.2(b)(iv). Respondent's misconduct caused significant harm to Ajiruddin.

MITIGATING CIRCUMSTANCES

Standard 1.2(e)(i). Respondent has been practicing law since 2000, and has no prior record of discipline.

Standard 1.2(e)(v). Respondent displayed spontaneous candor and cooperation to the State Bar during the disciplinary proceedings.

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Standard 1.2(e)(vii). Respondent displayed remorse for his misconduct.

SUPPORTING AUTHORITY

Standard 2.4(b) requires reproof or suspension for a respondent who has wilfully failed to perform services in which he was retained.

Standard 2.10 requires that a violation of any provision of the Rules of Professional Conduct not specified in the standards (e.g., rules 1-300, 1-310, 1-320(A), and 3-700(D)(2)) shall result in reproof or suspension according to the gravity of the offense or harm, if any, to the victim, with due regard to the purpose of imposing discipline set forth in standard 1.3.

Generally, fee splitting with a non-attorney results in a period of actual suspension. (See, e.g., *In the Matter of Bragg* (Review Dept. 1997) 3 Cal. State Bar Ct. Rptr. 615; *In re Arnoff* (1978) 22 Cal.3d 125; *In the Matter of Jones* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 411; *In the Matter of Scapa and Brown* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 635; *In the Matter of Nelson* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 178].) Although respondent's misconduct is most similar to the misconduct in *Bragg*, which resulted in a one-year actual suspension, based on the length of respondent's discipline-free practice, a nine month actual suspension is the appropriate level of discipline in this matter.

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In the Matter of: TRACY L. WOOD	Case Number(s): 09-O-16240 [09-O-18615; 10-O-00567; 10-O-01022; 11-O-11229]
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Financial Conditions

a. Restitution

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

Payee	Principal Amount	Interest Accrues From
Ade Ajiruddin	\$3,950.00	3/21/09

- Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than one (1) year from the effective date of discipline.

b. Installment Restitution Payments

- Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of payment to the Office of Probation with each quarterly probation report, or as otherwise directed by the Office of Probation. No later than 30 days prior to the expiration of the period of probation (or period of revocation), Respondent must make any necessary final payment(s) in order to complete the payment of restitution, including interest, in full.

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency

- 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";

(Do not write above this line.)

b. Respondent has kept and maintained the following:

- i. A written ledger for each client on whose behalf funds are held that sets forth:
 1. the name of such client;
 2. the date, amount and source of all funds received on behalf of such client;
 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,
 4. the current balance for such client.
- ii. a written journal for each client trust fund account that sets forth:
 1. the name of such account;
 2. the date, amount and client affected by each debit and credit; and,
 3. the current balance in such account.
- iii. all bank statements and cancelled checks for each client trust account; and,
- iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.

c. Respondent has maintained a written journal of securities or other properties held for clients that specifies:

- i. each item of security and property held;
- ii. the person on whose behalf the security or property is held;
- iii. the date of receipt of the security or property;
- iv. the date of distribution of the security or property; and,
- v. the person to whom the security or property was distributed.

2. If Respondent does not possess any client funds, property or securities during the entire period covered by a report, Respondent must so state under penalty of perjury in the report filed with the Office of Probation for that reporting period. In this circumstance, Respondent need not file the accountant's certificate described above.

3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.

d. **Client Trust Accounting School**

- Within one (1) year of the effective date of the discipline herein, Respondent must supply to the Office of Probation satisfactory proof of attendance at a session of the Ethics School Client Trust Accounting School, within the same period of time, and passage of the test given at the end of that session.

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In the Matter of: TRACY L. WOOD	Case Number(s): 09-O-16240 [09-O-18615; 10-O-00567; 10-O-01022; 11-O-11229]
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Nolo Contendere Plea Stipulations to Facts, Conclusions of Law, and Disposition

The terms of pleading nolo contendere are set forth in the Business and Professions Code and the Rules of Procedures of the State Bar. The applicable provisions are set forth below:

Business and Professions Code § 6085.5 Disciplinary Charges; Pleas to Allegations

There are three kinds of pleas to the allegations of a notice of disciplinary charges or other pleading which initiates a disciplinary proceeding against a member:

- (a) Admission of culpability.
- (b) Denial of culpability.
- (c) Nolo contendere, subject to the approval of the State Bar Court. The court shall ascertain whether the member completely understands that a plea of nolo contendere will be considered the same as an admission of culpability and that, upon a plea of nolo contendere, the court will find the member culpable. The legal effect of such a plea will be the same as that of an admission of culpability for all purposes, except that the plea and any admissions required by the court during any inquiry it makes as to the voluntariness of, or the factual basis for, the pleas, may not be used against the member as an admission in any civil suit based upon or growing out of the act upon which the disciplinary proceeding is based.

Rules of Procedure of the State Bar, rule 5.56. Stipulations to Facts, Conclusions of Law, and Disposition

“(A) Contents. A proposed stipulation to facts, conclusions of law, and disposition must comprise:

[¶] . . . [¶]

(5) a statement that the member either:

- (a) admits the truth of the facts comprising the stipulation and admits culpability for misconduct; or
- (b) pleads nolo contendere to those facts and misconduct;

[¶] . . . [¶]

(B) Plea of Nolo Contendere. If the member pleads nolo contendere, the stipulation must also show that the member understands that the plea is treated as an admission of the stipulated facts and an admission of culpability.”

I, the Respondent in this matter, have read the applicable provisions of Business and Professions Code section 6085.5 and rule 5.56 of the Rules of Procedure of the State Bar. I plead nolo contendere to the charges set forth in this stipulation and I completely understand that my plea will be considered the same as an admission of culpability except as stated in Business and Professions Code section 6085.5(c).

12/09/2011
Date

Tracy L. Wood
Respondent's Signature

Tracy L. Wood
Print Name

(Do not write above this line.)

In the Matter of: TRACY L. WOOD	Case number(s): 09-O-16240 [09-O-18615; 10-O-00567; 10-O-01022; 11-O-11229]
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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>12/09/2011</u> Date	 Respondent's Signature	Tracy L. Wood Print Name
<u>15 Dec 2011</u> Date	 Respondent's Counsel Signature	Samuel C. Bellicini Print Name
<u>12/14/11</u> Date	 Deputy Trial Counsel's Signature	Susan I. Kagan Print Name

(Do not write above this line.)

In the Matter of: TRACY L. WOOD	Case Number(s): 09-O-16240 [09-O-18615; 10-O-00567; 10-O-01022; 11-O-11229]
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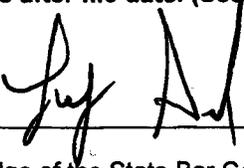
ACTUAL SUSPENSION ORDER

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.)**

Dec. 27, 2011
Date



Judge of the State Bar Court

LUCY ARMENDARIZ

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of San Francisco, on December 29, 2011, 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:

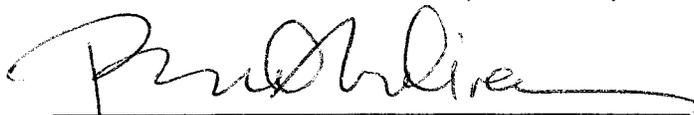
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at San Francisco, California, addressed as follows:

SAMUEL C. BELLICINI
FISHKIN & SLATTER, LLP
1111 CIVIC DR STE 215
WALNUT CREEK, CA 94596

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

SUSAN I. KAGAN, Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on December 29, 2011.



Bernadette C.O. Molina
Case Administrator
State Bar Court