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**State Bar Court of California  
Hearing Department  
Los Angeles  
DISBARMENT**

<b>Counsel For The State Bar</b>  Melanie J. Lawrence 1149 S. Hill St. Los Angeles, CA 90015 (213)765-1066  Bar # 230102	<b>Case Number(s):</b> 10-O-09337 10-O-09674 10-O-09676 10-O-10015 10-O-10095 10-O-10709 10-O-10711 10-O-11117 11-O-10662	<b>For Court use only</b>  <b>PUBLIC MATTER</b>  <b>FILED</b> <i>Rz</i>  OCT 12 2011  STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
<b>In Pro Per Respondent</b>  Kent C. Wilson 113 W. "G" St., #203 San Diego, CA 92101  Bar # 58652	<b>Submitted to: Assigned Judge</b>  STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT  <b>DISBARMENT</b>  <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
<b>In the Matter of:</b> Kent C. Wilson  Bar # 58652  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, 1973.
- (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 (18) 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."



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- (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):
- Costs to be awarded to the State Bar.
  - 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 [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**
- (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 attachment
- (5)  **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.

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

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

**Additional mitigating circumstances:**

See attachment

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**D. Discipline: Disbarment.**

**E. Additional Requirements:**

- (1) **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.
- (2)  **Restitution:** Respondent must make restitution to see attachment in the amount of \$ see attachment plus 10 percent interest per year from see attachment. If the Client Security Fund has reimbursed see attachment for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5. Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than see attachment days from the effective date of the Supreme Court order in this case.
- (3)  **Other:**

**ATTACHMENT TO**  
**STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION**

IN THE MATTER OF:                      Kent C. Wilson

CASE NUMBER(S):                      10-O-09337  
  10-O-09674  
  10-O-09676  
  10-O-10015  
  10-O-10095  
  10-O-10709  
  10-O-10711  
  10-O-11117  
  11-O-10662

**WAIVER OF DISCIPLINARY CHARGES.**

The parties hereby waive the filing of Notice of Disciplinary charges relating to the investigation matters listed above and that are the subject of this stipulation.

**FACTS AND CONCLUSIONS OF LAW.**

Respondent pleads nolo contendere to the following facts and violations. Respondent completely understands that the plea for nolo contendere shall be considered the same as an admission of the stipulated facts and of his culpability of the statutes and/or Rules of Professional Conduct specified herein.

**Case No. 10-O-09337 (SBI)**

**FACTS:**

1. On September 14, 2010, Respondent wrote a letter to the Hon. Irma E. Gonzalez, Judge of the United States District Court (Southern District), informing the Court that he was unable to continue to practice law and that had tendered his resignation from the practice of law in the State of California to the State Bar of California on that same date, effective immediately. Respondent's tendered resignation was not in the form required by State Bar rules, and Respondent acknowledged, in his letter to Judge Gonzalez, that the State Bar would not accept the letter of resignation he had tendered.
2. On September 14, 2010, Respondent had approximately forty-nine (49) matters pending before the U.S. District Court (Southern District) in which he was counsel of record for the plaintiffs.
3. At no time on or after September 14, 2010 did Respondent seek proper leave of the Court to withdraw from any of these 49 matters, either by filing a substitution of attorney form or filing a motion to be relieved as counsel of record.

4. Respondent did not notify any of his clients in these 49 federal cases of his withdrawal from representing them in their pending cases.

**Legal Conclusions:**

5. By withdrawing from his representation of 49 clients in ongoing litigation before the U.S. District Court without informing any of those 49 clients of his withdrawal from employment, and by not seeking leave of the Court to withdraw from any of those 49 client matters, Respondent withdrew from employment without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his clients, in willful violation of rule 3-700(A)(2) of the Rules of Professional Conduct.

**Case No. 10-O-9674 (Balan)**

**Facts:**

6. On April 6, 2010, Benedicto Balan ("Balan") hired Respondent to perform a forensic document audit and to file a lawsuit against Balan's home mortgage lender. On that same date, Balan paid Respondent \$2,650.00. On May 6, 2010, Balan paid Respondent an additional \$2,650.00 (for a total of \$5,300.00).
7. Of the \$5,300.00 Balan paid Respondent, \$4,900.00 was for advance fees; \$350.00 were costs advanced for a filing fee; and \$50.00 were costs advanced for recording and certification fees.
8. Respondent never filed a lawsuit on Balan's behalf, and never recorded or certified any documents on Balan's behalf. Respondent performed no legal services of value to Balan.
9. Respondent earned no portion of the \$4,900.00 in advance fees Balan paid him.
10. In September 2010, Respondent closed his office. Respondent did not notify Balan that he was closing his office, nor did Respondent ever provide Balan with a new address and telephone number at which he could be reached.
11. In late September 2010, Balan attempted to contact Respondent by calling Respondent's office and then by visiting the office itself. No one at Respondent's telephone number responded to Balan's telephone calls, and there was no means by which Balan could leave a message each time he telephoned. When Balan went to Respondent's office, the office was closed, and no forwarding address was available at which Balan could try to contact Respondent.
12. To date, Respondent has not refunded any portion of the \$4,900.00 in advance fees to Balan, and has not refunded to Balan any portion of the \$400.00 in unused costs advanced by Balan.

**Legal Conclusions:**

13. By failing to perform any legal services of value to Balan, 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.

14. By closing his office without informing Balan, Respondent withdrew from employment without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his client, in willful violation of rule 3-700(A)(2) of the Rules of Professional Conduct.
15. By not refunding any portion of the \$4,900.00 in advanced fees Balan paid him, Respondent failed to refund promptly a fee paid in advance that had not been earned, in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.
16. By failing to refund to Balan any portion of the \$400.00 in costs advanced by Balan, Respondent misappropriated client funds, in willful violation of section 6106 of the Business and Professions Code.

**Case No. 10-O-9676 (Olivers)**

**Facts:**

17. On February 11, 2010, David and Caren Oliver (the "Olivers") hired Respondent to file a lawsuit against their home mortgage lender and to represent them in that lawsuit.
18. Between February 26, 2010 and July 4, 2010, the Olivers paid Respondent a total of \$5,300.00. Of the \$5,300.00 the Olivers paid Respondent, \$4,900.00 was for advance fees; \$350.00 costs advanced for a filing fee; and \$50.00 were costs advanced for recording and certification fees.
19. On June 30, 2010, Respondent filed a Complaint for Damages and Other Equitable Relief against the Olivers' home mortgage lender in Riverside County Superior Court, entitled *Oliver, et al. v. First Federal Bank, et al.*, case no. RIC 10012956 (the "Olivers' lawsuit"). Respondent also filed a lis pendens. Thereafter, Respondent performed no further legal services on behalf of the Olivers and took no action to prosecute their lawsuit.
20. Respondent's failure to prosecute the Olivers' lawsuit rendered his filing of the lawsuit of no value to the Olivers. Respondent provided no legal services of value to the Olivers.
21. Respondent did not earn any portion of the \$4,900.00 in advance fees paid to him by the Olivers.
22. In September 2010, Respondent closed his office. Respondent did not notify the Olivers that he was closing his office, nor did Respondent ever provide the Olivers with a new address and telephone number at which he could be reached.
23. On September 17, 2010, the Olivers sent a letter to Respondent requesting a refund of unearned legal fees.
24. Respondent never responded to the Olivers' September 17, 2010 letter, never provided an accounting to the Olivers, and never refunded any portion of the \$4,900.00 in advance fees he received from the Olivers.

**Legal Conclusions:**

25. By taking no further action on behalf of the Olivers in prosecuting their lawsuit after filing the suit and the lis pendens, 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.

26. By closing his office without informing the Olivers, Respondent withdrew from employment without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his client, in willful violation of rule 3-700(A)(2) of the Rules of Professional Conduct.
27. By not rendering to the Olivers an accounting for the \$4,900.00 in fees the Olivers had paid him after the Olivers demanded a refund in September 2009, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in willful violation of rule 4-100(B)(3) of the Rules of Professional Conduct.
28. By not refunding any portion of the \$4,900.00 in advanced fees the Olivers paid him, Respondent failed to refund promptly a fee paid in advance that had not been earned, in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

**Case No. 10-O-10015 (Keane)**

**Facts:**

29. On April 1, 2010, Marie Keane hired Respondent to have forensic loan audit performed on her home mortgage loan, and then advise her if litigation against her lender was warranted. The forensic audit was to be referred to, and performed by, an outside company selected by Respondent.
30. On April 9, 2010, Keane paid Respondent \$1,500.00 in advanced costs for the forensic loan audit.
31. Thereafter, Respondent failed to employ any outside company to perform the forensic loan audit; himself performed no forensic loan audit or any legal services of value on Keane's behalf; and never communicated with Keane.
32. In September 2010, Respondent closed his office. Respondent did not notify Keane that he was closing his office, nor did Respondent ever provide Keane with a new address and telephone number at which he could be reached.
33. To date, Respondent has not refunded any portion of the \$1,500.00 in advanced costs Keane paid him.

**Legal Conclusions:**

34. By failing to employ an outside company to perform a forensic loan audit on Keane's behalf, and failing to perform any legal services of value to Keane, 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.
35. By closing his office without informing Keane, Respondent withdrew from employment without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his client, in willful violation of rule 3-700(A)(2) of the Rules of Professional Conduct.

36. By failing to refund to Keane any portion of the \$1,500.00 in costs advanced by her, Respondent misappropriated client funds, in willful violation of section 6106 of the Business and Professions Code.

**Case No. 10-O-10095 (Litke)**

**Facts:**

37. On December 8, 2009, Todd Litke ("Litke") hired Respondent to prepare and file a lawsuit against Litke's home mortgage lender, and to represent Litke in that lawsuit.
38. On December 8, 2009, Litke paid Respondent \$2,625.00; on January 8, 2010, Litke paid Respondent \$1,325.00; and on February 1, 2010, Litke paid Respondent \$1,300.00 (for a total of \$5,250.00). Of the \$5,250.00 Litke paid Respondent, \$4,900.00 was for advance fees; and \$350.00 were costs advanced for a filing fee.
39. Respondent never filed any lawsuit on Litke's behalf. Respondent performed no legal services of value to Litke.
40. Respondent did not earn any portion of the \$4,900.00 in advance fees Litke paid him.
41. After December 2009, Litke was unable to contact Respondent, and to date has not heard from Respondent.
42. In September 2010, Respondent closed his office. Respondent did not notify Litke that he was closing his office, nor did Respondent ever provide Litke with a new address and telephone number at which he could be reached.
43. To date, Respondent has not refunded any portion of the \$4,900.00 in advance fees he received from Litke; nor has Respondent refunded any portion of the \$350.00 in costs advanced by Litke.

**Legal Conclusions:**

44. By failing to perform any legal services of value to Litke, 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.
45. By closing his office without informing Litke, Respondent withdrew from employment without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his client, in willful violation of rule 3-700(A)(2) of the Rules of Professional Conduct.
46. By not refunding any portion of the \$4,900.00 in advanced fees Litke paid him, Respondent failed to refund promptly a fee paid in advance that had not been earned, in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.
47. By failing to refund to Litke any portion of the \$350.00 in costs advanced by Litke, Respondent misappropriated client funds, in willful violation of section 6106 of the Business and Professions Code.

**Case No. 10-O-10709 (Silva)**

**Facts:**

48. On June 7, 2009, Ascencion Silva and her husband (the "Silvas") hired Respondent to represent them in obtaining a residential home loan modification and to file a lawsuit against the Silvas' mortgage lender.
49. On June 7, 2009, the Silvas paid Respondent \$4,350.00. Of the \$4,350.00 the Silvas paid Respondent, \$4,000.00 was for advance fees, and \$350.00 were costs advanced for a filing fee.
50. Respondent never filed a lawsuit on the Silvas' behalf. Respondent performed no legal services of value to the Silvas.
51. Respondent did not earn any portion of the \$4,000.00 in advance fees the Silvas paid him.
52. In late September or early October 2010, Mrs. Silva telephoned Respondent's office, but no person answered her call, and she was unable to leave a voice message because Respondent's voice mailbox was full. Mrs. Silva then went to Respondent's Calexico office, but the office had been vacated and the telephone disconnected. Mrs. Silva obtained Respondent's cell phone number from the landlord of Respondent's Calexico office, called Respondent at that number, and left Respondent several messages to call her back, but received no response from Respondent or anyone else.
53. Respondent did not inform the Silvas that he was closing his Calexico office, nor did he ever provide the Silvas with a new address and telephone number at which he could be reached.
54. At the beginning of November 2010, Mrs. Silva tried calling Respondent's San Diego, CA telephone number, but got only a fax machine signal when she called that number.
55. The Silvas never received any communication, in any form, from Respondent or anyone in Respondent's office after September 2010.
56. To date, Respondent has not refunded any portion of the \$4,000.00 in advance fees the Silvas paid him.
57. To date, Respondent has not refunded any portion of the \$350.00 in costs advanced by the Silvas.

**Legal Conclusions:**

58. By failing to perform any legal services of value to the Silvas, 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.
59. By closing his Calexico office without informing the Silvas, Respondent withdrew from employment without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his client, in willful violation of rule 3-700(A)(2) of the Rules of Professional Conduct.

60. By not refunding any portion of the \$4,000.00 in advance fees the Silvas paid him, Respondent failed to refund promptly a fee paid in advance that had not been earned, in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.
61. By failing to refund to the Silvas any portion of the \$350.00 in costs advanced by them, Respondent misappropriated client funds, in willful violation of section 6106 of the Business and Professions Code.

**Case No. 10-O-10711 (Gull)**

**Facts:**

62. In January 2010, Zarghona Gull ("Gull") hired Respondent to file a lawsuit against her home mortgage lender and to represent her in that lawsuit.
63. On February 12, 2010, Gull paid Respondent \$5,300.00. Of the \$5,300.00, \$4,900.00 was for advance fees; \$350.00 were costs advanced for a filing fee; and \$50.00 were costs advanced for recording and certification fees.
64. Respondent never filed a lawsuit on Gull's behalf. Respondent never recorded or certified any documents on Gull's behalf. Respondent provided no legal services of value to Gull.
65. Respondent did not earn any portion of the \$4,900.00 in advance fees Gull paid him.
66. Gull remained in communication with Respondent and his office until September 2010.
67. In September 2010, Respondent closed his office. Respondent did not notify Gull that he was closing his office, nor did Respondent ever provide her with a new address and telephone number at which he could be reached. In and after September 2010, Gull was unable to communicate with Respondent or his employees in any manner.
68. By taking no action on behalf of Gull on and after February 12, 2010, Respondent effectively withdrew from representation of Gull. At no time did Respondent inform Gull that he was withdrawing from employment.
69. On September 30, 2010, Gull mailed a letter to Respondent requesting a full refund of the \$5,300.00 she had paid him. Respondent did not respond to Gull's letter.
70. To date, Respondent has not refunded any portion of the \$4,900.00 in advance fees Gull paid him; nor has he refunded the \$350.00 in costs advanced by Gull for the filing fee, or the \$50.00 in costs advanced by Gull for the recordation/certification fee.

**Legal Conclusions:**

71. By failing to perform any legal services of value to Gull, 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.
72. By closing his office without informing Gull, Respondent withdrew from employment without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his client, in willful violation of rule 3-700(A)(2) of the Rules of Professional Conduct.

73. By not refunding any portion of the \$4,900.00 in advance fees Gull paid him, Respondent failed to refund promptly a fee paid in advance that had not been earned, in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.
74. By failing to refund to Gull any portion of the \$400.00 in costs advanced by Gull, Respondent misappropriated client funds, in willful violation of section 6106 of the Business and Professions Code.

**Case No. 10-O-11117 (Turner)**

**Facts:**

75. On December 12, 2009, Albert Turner and Sandra Tafolla-Turner (the "Turners") hired Respondent to file a lawsuit against their home mortgage lender and to represent them in that lawsuit.
76. On December 12, 2009, the Turners paid Respondent \$5,300.00, of which \$4,900.00 was advance fees; \$350.00 were costs advanced for a filing fee; and \$50.00 were costs advanced for a recordation/certification fee.
77. In December 2009, Respondent filed a lawsuit on behalf of the Turners, and a lis pendens. Thereafter, Respondent performed no further legal services on behalf of Turners and took no action to prosecute their lawsuit. The lawsuit was subsequently dismissed for failure to prosecute. Respondent's failure to prosecute the Turners' lawsuit rendered his filing of the lawsuit of no value to the Turners.
78. In September 2010, Respondent closed his office. Respondent did not notify the Turners at that time that he was closing his office.
79. Between August and early November 2010, the Turners sent emails to Respondent, but did not receive any response from him until November 9, 2010, when Respondent emailed the Turners to inform them that he "resigned from the bar in September"; that his resignation was "pending"; and that they should "hire new counsel."
80. To date, Respondent has not refunded any portion of the \$4,900.00 in advance fees the Turners paid him.

**Legal Conclusions:**

81. By taking no action to prosecute the Turners' lawsuit after filing the suit and the lis pendens, 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.
82. By closing his office in September 2010 and not informing the Turners until November 9, 2010 that he had "resigned" from the practice of law and was no longer representing them, Respondent withdrew from employment without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his client, in willful violation of rule 3-700(A)(2) of the Rules of Professional Conduct.

83. By not refunding any portion of the \$4,900.00 in advance fees paid to him by Turners, Respondent failed to refund promptly a fee paid in advance that had not been earned, in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

**Case No. 11-O-10662 (Arciniega)**

**Facts:**

84. On June 20, 2009, Jose Arciniega ("Arciniega") hired Respondent to file lawsuits against Arciniega's mortgage lenders for two properties owned by Arciniega: one property in Baldwin Park, CA; and one property in Lake Elsinore, CA; and to represent Arciniega in those lawsuits.
85. On June 20, 2009, Arciniega paid Respondent \$5,700.00 by two checks, one in the amount of \$4,500.00 and one in the amount of \$1,200.00. Of the \$5,700.00 Arciniega paid Respondent, \$5,000.00 was for advance fees; \$700.00 costs advanced for filing fees.
86. Respondent never filed any lawsuit on behalf of Arciniega.
87. Respondent performed no legal services of value to Arciniega. Respondent did not earn any portion of the \$5,000.00 in advance fees Arciniega paid him.
88. In September 2010, Respondent closed his office. Respondent never notified Arciniega that he was closing his office; nor did Respondent ever provide Arciniega with a new address and telephone number at which he could be reached.
89. To date, Respondent has not refunded any portion of the \$5,000.00 in advance fees and costs he received from Arciniega.
90. To date, Respondent has not refunded any portion of the \$700.00 in advanced costs he received from Arciniega.

**Legal Conclusions:**

91. By failing to perform any legal services of value to Arciniega, 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.
92. By closing his office in September 2010 without informing Arciniega, Respondent withdrew from employment without taking reasonable steps to avoid reasonably foreseeable prejudice to the rights of his client, in willful violation of rule 3-700(A)(2) of the Rules of Professional Conduct.
93. By not refunding any portion of the \$5,000.00 in advance fees paid to him by Arciniega, Respondent failed to refund promptly a fee paid in advance that had not been earned, in willful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.
94. By failing to refund to Arciniega any portion of the \$700.00 in costs advanced by Arciniega, Respondent misappropriated client funds, in willful violation of section 6106 of the Business and Professions Code.

## **AUTHORITIES SUPPORTING DISCIPLINE.**

**Standard 1.6 (a)** provides, in pertinent part: “. . . If two or more acts of professional misconduct are found or acknowledged in a single disciplinary proceeding, and different sanctions are prescribed by these standards for said acts, the sanction imposed shall be the more or most severe of the different applicable sanctions.”

The most severe of the applicable sanctions are found in Standard 2.2(a) and Standard 2.4(a).

**Standard 2.2(a)** provides:

Culpability of a member of wilful misappropriation of entrusted funds or property shall result in disbarment. Only if the amount of funds or property misappropriated is insignificantly small or if the most compelling mitigating circumstances clearly predominate, shall disbarment not be imposed. In those latter cases, the discipline shall not be less than a one-year actual suspension, irrespective of mitigating circumstances.

Respondent’s misappropriation of advanced costs totaling \$3,700, in six (6) client matters, is not an “insignificant amount.” (See, e.g., *Lawhorn v. State Bar* (1987) 43 Cal.3d 1357 [\$1,355.75 held to be a significant amount]).

**Standard 2.4 (a)** provides:

Culpability of a member of pattern of wilfully failing to perform services demonstrating the member’s abandonment of the causes in which he or she was retained shall result in disbarment.

## **AGGRAVATING FACTORS.**

The misconduct includes multiple acts of wrongdoing in the 49 client matters in case number 10-O-9337 and an additional eight (8) other client matters.

Respondent’s abandonment of 49 clients with litigation pending in the federal court significantly harmed the administration of justice in the federal court.

## **MITIGATING FACTORS.**

Respondent was admitted to the practice of law in the State of California on December 18, 1973 and has no prior record of discipline.

Respondent has been cooperative with the State Bar in reaching this Stipulation prior to the filing of disciplinary charges.

Respondent’s practice grew faster than he anticipated and by the summer of 2010 he was unable to manage the sheer number of clients his practice had accepted. He exhausted his personal assets for office expenses and to make refunds to unhappy clients. By September 2010 he felt overwhelmed, depressed, and suicidal. Respondent did seek psychiatric treatment and was prescribed medications that

provided some relief but had their own negative side effects. Recognizing his inability to practice law, Respondent attempted unsuccessfully to resign his membership with the State Bar of California.

## **FINANCIAL CONDITIONS, RESTITUTION.**

Respondent waives any objection to payment by the State Bar Client Security Fund upon a claim for the principal amount of restitution set forth herein.

Respondent must make restitution as follows:

To Benedicto Balan, in the amount of \$5,300.00, plus ten (10) % interest per year from May 2010. If the Client Security Fund ("CSF") has reimbursed Benedicto Balan for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

To David and Caren Oliver, in the amount of \$4,900.00, plus ten (10) % interest per year from February 2010. If the Client Security Fund ("CSF") has reimbursed David and/or Caren Oliver for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

To Marie Keane, in the amount of \$1,500.00, plus ten (10) % interest per year from April 2010. If the Client Security Fund ("CSF") has reimbursed Marie Keane for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

To Todd Litke, in the amount of \$5,250.00, plus ten (10) % interest per year from December 2009. If the Client Security Fund ("CSF") has reimbursed Todd Litke for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

To Ascencion Silva, in the amount of \$4,350.00, plus ten (10) % interest per year from June 2009. If the Client Security Fund ("CSF") has reimbursed Ascencion Silva for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

To Zarghona Gull in the amount of \$5,300.00, plus ten (10) % interest per year from June 2009. If the Client Security Fund ("CSF") has reimbursed Zarghona Gull for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

To Albert Turner and Sandra Tafolla-Turner in the amount of \$5,300.00, plus ten (10) % interest per year from December 2009. If the Client Security Fund ("CSF") has reimbursed Albert Turner and/or Sandra Tafolla-Turner for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

To Jose Arciniega in the amount of \$5,700.00, plus ten (10) % interest per year from June 2009. If the Client Security Fund ("CSF") has reimbursed Jose Arciniega for all or any portion of the principal amount, Respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.

**COSTS OF DISCIPLINARY PROCEEDINGS.**

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of September 21, 2011 the prosecution costs in this matter are \$10,152. 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.

**PENDING PROCEEDINGS.**

The disclosure date referred to, on page 2, paragraph A(7), was September 21, 2011.



(Do not write above this line.)

In the Matter of: Kent C. Wilson	Case Number(s): 10-O-09337 et.al.
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### DISBARMENT ORDER

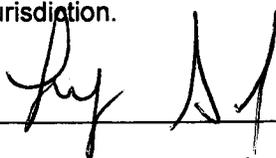
Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- 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.

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.)**

Respondent 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.

Oct 12, 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 October 12, 2011, 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:

KENT C. WILSON  
113 W "G" ST # 203  
SAN DIEGO, CA 92101

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

MELANIE J. LAWRENCE, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on October 12, 2011.



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Bernadette C.O. Molina  
Case Administrator  
State Bar Court