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PUBLIC MATTER

FILED

DEC 12 2013

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES



STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

13 In the Matter of:) Case Nos. 13-O-12600, 13-O-12708,
14) 13-O-12857, 13-O-11905,
15) 13-O-13546, 13-O-13547,
16 PAMELA STACEY GERBER-GRESSIER,) 13-O-13927, 13-O-14314,
No. 140353,) 13-O-14444, 13-O-14508,
17) 13-O-14633, 13-O-14771,
18) 13-O-14927, 13-O-15055
A Member of the State Bar.) NOTICE OF DISCIPLINARY CHARGES

NOTICE - FAILURE TO RESPOND!

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

- 23 (1) YOUR DEFAULT WILL BE ENTERED;
- 24 (2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU
WILL NOT BE PERMITTED TO PRACTICE LAW;
- 25 (3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN
THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION
AND THE DEFAULT IS SET ASIDE, AND;
- 26 (4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.
SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE
OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN
27 ORDER RECOMMENDING YOUR DISBARMENT WITHOUT
28 FURTHER HEARING OR PROCEEDING. SEE RULE 5.80 ET SEQ.,
RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

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The State Bar of California alleges:

JURISDICTION

1. PAMELA STACEY GERBER-GRESSIER ("Respondent") was admitted to the practice of law in the State of California on June 6, 1989, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

GENERAL BACKGROUND

2. Between in or about June 2011 and in or about November 2011, Respondent's law firm was named Prudential Law Group ("Prudential").

3. In or about November 2011, Respondent changed her law firm's name from Prudential to Prudent Law Group ("Prudent").

4. In or about May 2012, Respondent changed her law firm's name from Prudent to Remedy Center Law Associates ("Remedy"). To date, Respondent continues to operate her law firm under the name Remedy.

COUNT ONE

Case No. 13-O-12600
Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in another Jurisdiction]

5. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

6. The allegations of Paragraphs 2 through 4 are incorporated by reference.

7. Subject to certain limited exceptions not relevant to the charges herein, Texas Disciplinary Rules of Professional Conduct, Rule 5.05, prohibits the practice of law in Texas other than by an attorney duly licensed in that state.

8. Respondent has never been admitted to practice law in the State of Texas.

9. On or about April 26, 2012, Texas resident John Braun ("Braun") called Prudent and spoke on the telephone with Matt Ervin ("Ervin"), Respondent's non-attorney employee or authorized representative, about obtaining a home mortgage loan modification pertaining to

1 Braun's residential property located in Texas. Ervin asked Braun a few questions about his
2 finances and the terms of his mortgage, stated to Braun that he qualified for a loan modification,
3 and offered Respondent's mortgage loan modification services to him. Ervin informed Braun
4 that Respondent would provide all of the legal services necessary to obtain a mortgage loan
5 modification for attorney's fees in the amount of \$1,500.

6 10. On or about April 26, 2012, Braun employed Respondent to provide mortgage loan
7 modification services pertaining to his Texas a residential property. Pursuant to the fee
8 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in
9 the amount of \$1,500.

10 11. On or about April 26, 2012, Braun paid Respondent \$1,500 in attorney fees for the
11 mortgage loan modification services.

12 12. By agreeing to provide legal services in the form of mortgage loan modification
13 services to Braun when she was not licensed to practice law in Texas, Respondent held herself
14 out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is
15 a violation of the regulations of the profession in that jurisdiction and of this state.

16 COUNT TWO

17 Case No. 13-O-12600
18 Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

19 13. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
20 entering into an agreement for, charging, or collecting an illegal fee, as follows:

21 14. The allegations of Count One are incorporated by reference.

22 15. By entering into an agreement for, charging, and collecting fees from Braun, when
23 she was not licensed to practice law in Texas, Respondent entered into an agreement for,
24 charged, or collected an illegal fee.

1 advertisement, Respondent offered to provide Arantes with legal services in the form of
2 mortgage loan modification services pertaining to her residential property located in Florida.

3 25. On or about January 9, 2012, after receiving Respondent's advertisement, Arantes
4 called Prudent and spoke on the telephone with Mike Aguilar ("Aguilar"), Respondent's non-
5 attorney employee or authorized representative, about obtaining a mortgage loan modification.
6 Aguilar asked Arantes a few questions about her finances and the terms of her mortgage, stated
7 to Arantes that she qualified for a loan modification, and offered Respondent's mortgage loan
8 modification services to her. Aguilar informed Arantes that Respondent would provide all of the
9 legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount
10 of \$4,495.

11 26. On or about January 9, 2012, Arantes employed Respondent to provide mortgage loan
12 modification services pertaining to her Florida residential property. Pursuant to the fee
13 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in
14 the amount of \$4,495.

15 27. Between on or about January 10, 2012 and February 10, 2012, Arantes paid
16 Respondent a total of \$4,495 in attorney fees for the mortgage loan modification services.

17 28. By agreeing to provide legal services in the form of mortgage loan modification
18 services to Arantes when she was not licensed to practice law in Florida, Respondent held herself
19 out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is
20 a violation of the regulations of the profession in that jurisdiction and of this state.

21 COUNT FIVE

22 Case No. 13-O-12708
23 Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

24 29. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
25 entering into an agreement for, charging, or collecting an illegal fee, as follows:

26 30. The allegations of Count Four are incorporated by reference.
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1 53. Subject to certain limited exceptions not relevant to the charges herein, North
2 Carolina General Statutes, section 84-4, prohibits the practice of law in North Carolina other than
3 by an attorney duly licensed in that state.

4 54. Respondent has never been admitted to practice law in the State of North Carolina.

5 55. In or about 2012, Respondent sent an advertisement via U.S. Mail to North Carolina
6 resident Robert La Chance ("La Chance"). In this advertisement, Respondent offered to provide
7 La Chance with legal services in the form of mortgage loan modification services pertaining to
8 his residential property located in North Carolina.

9 56. On or about April 25, 2012, after receiving Respondent's advertisement, La Chance
10 called Prudent and spoke on the telephone with Brook Bradford ("Bradford"), Respondent's non-
11 attorney employee or authorized representative, about obtaining a mortgage loan modification.
12 Bradford asked La Chance a few questions about his finances and the terms of his mortgage,
13 stated to La Chance that he qualified for a loan modification, and offered Respondent's mortgage
14 loan modification services to him. Bradford informed La Chance that Respondent would provide
15 all of the legal services necessary to obtain a mortgage loan modification for attorney's fees in
16 the amount of \$4,500.

17 57. On or about April 25, 2012, La Chance employed Respondent to provide mortgage
18 loan modification services pertaining to his North Carolina residential property. Pursuant to the
19 fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's
20 fees in the amount of \$4,500.

21 58. Between on or about April 25, 2012 and June 6, 2012, La Chance paid Respondent a
22 total of \$4,500 in attorney fees for the mortgage loan modification services.

23 59. By agreeing to provide legal services in the form of mortgage loan modification
24 services to La Chance when she was not licensed to practice law in North Carolina, Respondent
25 held herself out as entitled to practice law and actually practiced law in a jurisdiction where
26 practicing law is a violation of the regulations of the profession in that jurisdiction and of this
27 state.

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COUNT ELEVEN

Case No. 13-O-11905
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

60. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

61. The allegations of Count Ten are incorporated by reference.

62. By entering into an agreement for, charging, and collecting fees from La Chance, when she was not licensed to practice law in North Carolina, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT TWELVE

Case No. 13-O-11905
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

63. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

64. The allegations of Count Ten are incorporated by reference.

65. Respondent was not involved in evaluating the likelihood of achieving a successful result for La Chance or deciding whether or not to accept La Chance as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Bradford to determine whether she should accept La Chance as a new client. Respondent did not determine the legal fees to be charged to La Chance. The decisions regarding whether La Chance qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Bradford and constituted the unauthorized practice of law.

66. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

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COUNT FOURTEEN

Case No. 13-O-13546
Rules of Professional Conduct, rule 4-200(A)
[Illegal Fee]

73. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by entering into an agreement for, charging, or collecting an illegal fee, as follows:

74. The allegations of Count Thirteen are incorporated by reference.

75. By entering into an agreement for, charging, and collecting fees from Duque, when she was not licensed to practice law in Florida, Respondent entered into an agreement for, charged, or collected an illegal fee.

COUNT FIFTEEN

Case No. 13-O-13546
Rules of Professional Conduct, Rule 1-300(A)
[Aiding the Unauthorized Practice of Law]

76. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding a person or entity in the unauthorized practice of law, as follows:

77. The allegations of Count Thirteen are incorporated by reference.

78. Respondent was not involved in evaluating the likelihood of achieving a successful result for Duque or deciding whether or not to accept Duque as a new client. Respondent did not conduct the initial consultation. Respondent was not consulted by Alarcon to determine whether he should accept Duque as a new client. Respondent did not determine the legal fees to be charged to Duque. The decisions regarding whether Duque qualified for a mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what amount of legal fees to charge him were made by Alarcon and constituted the unauthorized practice of law.

79. By allowing non-attorney staff members to engage in acts constituting the practice of law, Respondent aided a person or entity in the unauthorized practice of law.

1 herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing
2 law is a violation of the regulations of the profession in that jurisdiction and of this state.

3 COUNT SEVENTEEN

4 Case No. 13-O-13547
5 Rules of Professional Conduct, rule 4-200(A)
6 [Illegal Fee]

7 87. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
8 entering into an agreement for, charging, or collecting an illegal fee, as follows:

9 88. The allegations of Count Sixteen are incorporated by reference.

10 89. By entering into an agreement for, charging, and collecting fees from Eiberger, when
11 she was not licensed to practice law in Florida, Respondent entered into an agreement for,
12 charged, or collected an illegal fee.

13 COUNT EIGHTEEN

14 Case No. 13-O-13547
15 Rules of Professional Conduct, Rule 1-300(A)
16 [Aiding the Unauthorized Practice of Law]

17 90. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by aiding
18 a person or entity in the unauthorized practice of law, as follows:

19 91. The allegations of Count Sixteen are incorporated by reference.

20 92. Respondent was not involved in evaluating the likelihood of achieving a successful
21 result for Eiberger or deciding whether or not to accept Eiberger as a new client. Respondent did
22 not conduct the initial consultation. Respondent was not consulted by Miller to determine
23 whether she should accept Eiberger as a new client. Respondent did not determine the legal fees
24 to be charged to Eiberger. The decisions regarding whether Eiberger qualified for a mortgage
25 loan modification, whether to accept her as a client on behalf of Respondent, and what amount of
26 legal fees to charge her were made by Miller and constituted the unauthorized practice of law.

27 93. By allowing non-attorney staff members to engage in acts constituting the practice of
28 law, Respondent aided a person or entity in the unauthorized practice of law.

1 COUNT NINETEEN

2 Case No. 13-O-13927
3 Rules of Professional Conduct, Rule 1-300(B)
4 [Unauthorized Practice of Law in Another Jurisdiction]

5 94. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by
6 practicing law in a jurisdiction where practicing is in violation of the regulations of the
7 profession in that jurisdiction, as follows:

8 95. The allegations of Paragraphs 2 through 4, and 53 through 54 are incorporated by
9 reference.

10 96. In or about May 2013, Respondent sent an advertisement via U.S. Mail to North
11 Carolina resident Jimmy Frazier ("Frazier"). In this advertisement, Respondent offered to
12 provide Frazier with legal services in the form of mortgage loan modification services pertaining
13 to his residential property located in North Carolina.

14 97. On or about May 20, 2013, after receiving Respondent's advertisement, Frazier called
15 Remedy and spoke on the telephone with Marko Main ("Main"), Respondent's non-attorney
16 employee or authorized representative, about obtaining a mortgage loan modification. Main
17 asked Frazier a few questions about his finances and the terms of his mortgage, stated to Frazier
18 that he qualified for a loan modification, and offered Respondent's mortgage loan modification
19 services to him. Main informed Frazier that Respondent would provide all of the legal services
20 necessary to obtain a mortgage loan modification for attorney's fees in the amount of \$3,495.

21 98. On or about May 21, 2013, Frazier employed Respondent to provide mortgage loan
22 modification services pertaining to his North Carolina residential property. Pursuant to the fee
23 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in
24 the amount of \$3,495.

25 99. On or about May 22, 2013, Frazier paid Respondent \$3,495 in attorney fees for the
26 mortgage loan modification services.

27 100. By agreeing to provide legal services in the form of mortgage loan modification
28 services to Frazier when she was not licensed to practice law in North Carolina, Respondent held

1 herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing
2 law is a violation of the regulations of the profession in that jurisdiction and of this state.

3 COUNT TWENTY

4 Case No. 13-O-13927
5 Rules of Professional Conduct, rule 4-200(A)
6 [Illegal Fee]

7 101. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
8 entering into an agreement for, charging, or collecting an illegal fee, as follows:

9 102. The allegations of Count Nineteen are incorporated by reference.

10 103. By entering into an agreement for, charging, and collecting fees from Frazier,
11 when she was not licensed to practice law in North Carolina, Respondent entered into an
12 agreement for, charged, or collected an illegal fee.

13 COUNT TWENTY-ONE

14 Case No. 13-O-13927
15 Rules of Professional Conduct, Rule 1-300(A)
16 [Aiding the Unauthorized Practice of Law]

17 104. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by
18 aiding a person or entity in the unauthorized practice of law, as follows:

19 105. The allegations of Count Nineteen are incorporated by reference.

20 106. Respondent was not involved in evaluating the likelihood of achieving a
21 successful result for Frazier or deciding whether or not to accept Frazier as a new client.
22 Respondent did not conduct the initial consultation. Respondent was not consulted by Main to
23 determine whether he should accept Frazier as a new client. Respondent did not determine the
24 legal fees to be charged to Frazier. The decisions regarding whether Frazier qualified for a
25 mortgage loan modification, whether to accept him as a client on behalf of Respondent, and what
26 amount of legal fees to charge him were made by Main and constituted the unauthorized practice
27 of law.

28 107. By allowing non-attorney staff members to engage in acts constituting the
practice of law, Respondent aided a person or entity in the unauthorized practice of law.

1 out as entitled to practice law and actually practiced law in a jurisdiction where practicing law is
2 a violation of the regulations of the profession in that jurisdiction and of this state.

3 COUNT TWENTY-THREE

4 Case No. 13-O-14314
5 Rules of Professional Conduct, rule 4-200(A)
6 [Illegal Fee]

7 115. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
8 entering into an agreement for, charging, or collecting an illegal fee, as follows:

9 116. The allegations of Count Twenty-Two are incorporated by reference.

10 117. By entering into an agreement for, charging, and collecting fees from Samuel,
11 when she was not licensed to practice law in Florida, Respondent entered into an agreement for,
12 charged, or collected an illegal fee.

13 COUNT TWENTY-FOUR

14 Case No. 13-O-14314
15 Rules of Professional Conduct, Rule 1-300(A)
16 [Aiding the Unauthorized Practice of Law]

17 118. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by
18 aiding a person or entity in the unauthorized practice of law, as follows:

19 119. The allegations of Count Twenty-Two are incorporated by reference.

20 120. Respondent was not involved in evaluating the likelihood of achieving a
21 successful result for Samuel or deciding whether or not to accept Samuel as a new client.
22 Respondent did not conduct the initial consultation. Respondent was not consulted by Klien to
23 determine whether he should accept Samuel as a new client. Respondent did not determine the
24 legal fees to be charged to Samuel. The decisions regarding whether Samuel qualified for a
25 mortgage loan modification, whether to accept her as a client on behalf of Respondent, and what
26 amount of legal fees to charge her were made by Klien and constituted the unauthorized practice
27 of law.

28 121. By allowing non-attorney staff members to engage in acts constituting the
practice of law, Respondent aided a person or entity in the unauthorized practice of law.

1 herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing
2 law is a violation of the regulations of the profession in that jurisdiction and of this state.

3 COUNT TWENTY-SIX

4 Case No. 13-O-14444
5 Rules of Professional Conduct, rule 4-200(A)
6 [Illegal Fee]

7 130. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
8 entering into an agreement for, charging, or collecting an illegal fee, as follows:

9 131. The allegations of Count Twenty-Five are incorporated by reference.

10 132. By entering into an agreement for, charging, and collecting fees from the Castros,
11 when she was not licensed to practice law in Florida, Respondent entered into an agreement for,
12 charged, or collected an illegal fee.

13 COUNT TWENTY-SEVEN

14 Case No. 13-O-14444
15 Rules of Professional Conduct, Rule 1-300(A)
16 [Aiding the Unauthorized Practice of Law]

17 133. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by
18 aiding a person or entity in the unauthorized practice of law, as follows:

19 134. The allegations of Count Twenty-Five are incorporated by reference.

20 135. Respondent was not involved in evaluating the likelihood of achieving a
21 successful result for the Castros or deciding whether or not to accept the Castros as new clients.
22 Respondent did not conduct the initial consultation. Respondent was not consulted by Goodwin
23 to determine whether she should accept the Castros as new clients. Respondent did not
24 determine the legal fees to be charged to the Castros. The decisions regarding whether the
25 Castros qualified for a mortgage loan modification, whether to accept them as clients on behalf
26 of Respondent, and what amount of legal fees to charge them were made by Goodwin and
27 constituted the unauthorized practice of law.

28 136. By allowing non-attorney staff members to engage in acts constituting the
practice of law, Respondent aided a person or entity in the unauthorized practice of law.

1 accept them as clients on behalf of Respondent, and what amount of legal fees to charge them
2 were made by Respondent's employee and constituted the unauthorized practice of law.

3 150. By allowing non-attorney staff members to engage in acts constituting the
4 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

5 COUNT THIRTY-ONE

6 Case No. 13-O-14633
7 Rules of Professional Conduct, Rule 1-300(B)
8 [Unauthorized Practice of Law in another Jurisdiction]

9 151. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by
10 practicing law in a jurisdiction where practicing is in violation of the regulations of the
11 profession in that jurisdiction, as follows:

12 152. The allegations of Paragraphs 2 through 4, and 38 through 39 are incorporated by
13 reference.

14 153. In or about 2012, Respondent sent an advertisement via U.S. Mail to Illinois
15 resident Dominik Gora ("Gora"). In this advertisement, Respondent offered to provide Gora
16 with legal services in the form of mortgage loan modification services pertaining to his three
17 residential properties located in Illinois.

18 154. In or about March 2012, after receiving Respondent's advertisement, Gora called
19 Prudent and spoke on the telephone with Goodwin about obtaining four home mortgage loan
20 modifications pertaining to his three residential properties located in Illinois. Goodwin asked
21 Gora a few questions about his finances and the terms of his mortgages, stated to Gora that he
22 qualified for loan modifications, and offered Respondent's mortgage loan modification services
23 to him. Goodwin informed Gora that Respondent would provide all of the legal services
24 necessary to obtain mortgage loan modifications for attorney's fees in the amount of \$2,500 per
25 mortgage for a total of \$10,000.

26 155. On or about March 26, 2012, Gora employed Respondent to provide mortgage
27 loan modification services pertaining to his Illinois residential properties. Pursuant to the fee
28 agreement, Respondent agreed to provide all of the necessary legal services for attorney's fees in
the amount of \$10,000.

1 legal fees to charge him were made by Goodwin and constituted the unauthorized practice of
2 law.

3 164. By allowing non-attorney staff members to engage in acts constituting the
4 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

5 COUNT THIRTY-FOUR

6 Case No. 13-O-14771
7 Rules of Professional Conduct, Rule 1-300(B)
8 [Unauthorized Practice of Law in Another Jurisdiction]

9 165. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by
10 practicing law in a jurisdiction where practicing is in violation of the regulations of the
11 profession in that jurisdiction, as follows:

12 166. The allegations of Paragraphs 2 through 4 are incorporated by reference.

13 167. Subject to certain limited exceptions not relevant to the charges herein,
14 Massachusetts Rules of Professional Conduct, rule 5.5 prohibits the practice of law in
15 Massachusetts other than by an attorney duly licensed in that state.

16 168. Respondent has never been admitted to practice law in the State of Massachusetts.

17 169. In or about February 2012, Respondent sent an advertisement via U.S. Mail to
18 Massachusetts resident Jacqueline Berman ("Berman") entitled "Payment Reduction Notice." In
19 this advertisement, Respondent offered to provide Berman with legal services in the form of
20 mortgage loan modification services pertaining to her residential property located in
21 Massachusetts.

22 170. On or about April 13, 2012, after receiving Respondent's advertisement, Berman
23 called Prudent and spoke on the telephone with Aaron Parks ("Parks"), Respondent's non-
24 attorney employee or authorized representative, about obtaining a mortgage loan modification.
25 Parks asked Berman a few questions about her finances and the terms of her mortgage, stated to
26 Berman that she qualified for a loan modification, and offered Respondent's mortgage loan
27 modification services to her. Parks informed Berman that Respondent would provide all of the
28 legal services necessary to obtain a mortgage loan modification for attorney's fees in the amount
of \$3,495.

1 171. On or about April 13, 2012, Berman employed Respondent to provide mortgage
2 loan modification services pertaining to her Massachusetts residential property. Pursuant to the
3 fee agreement, Respondent agreed to provide all of the necessary legal services for attorney's
4 fees in the amount of \$3,495.

5 172. Between on or about April 13, 2012 and May 25, 2012, Berman paid Respondent
6 a total of \$3,495 in attorney fees for the mortgage loan modification services.

7 173. By agreeing to provide legal services in the form of mortgage loan modification
8 services to Berman when she was not licensed to practice law in Massachusetts, Respondent held
9 herself out as entitled to practice law and actually practiced law in a jurisdiction where practicing
10 law is a violation of the regulations of the profession in that jurisdiction and of this state.

11 COUNT THIRTY-FIVE

12 Case No. 13-O-14771
13 Rules of Professional Conduct, rule 4-200(A)
14 [Illegal Fee]

15 174. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
16 entering into an agreement for, charging, or collecting an illegal fee, as follows:

17 175. The allegations of Count Thirty-Four are incorporated by reference.

18 176. By entering into an agreement for, charging, and collecting fees from Berman,
19 when she was not licensed to practice law in Massachusetts, Respondent entered into an
20 agreement for, charged, or collected an illegal fee.

21 177. By the foregoing misconduct, Respondent entered into an agreement for, charged,
22 or collected an illegal fee.

23 COUNT THIRTY-SIX

24 Case No. 13-O-14771
25 Rules of Professional Conduct, Rule 1-300(A)
26 [Aiding the Unauthorized Practice of Law]

27 178. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by
28 aiding a person or entity in the unauthorized practice of law, as follows:

179. The allegations of Count Thirty-Four are incorporated by reference.

1 and offered Respondent's mortgage loan modification services to them. Paquette told Wise and
2 Stevens that Respondent would provide all of the legal services necessary to obtain a mortgage
3 loan modification for attorney's fees in the amount of \$4,095.

4 186. On or about February 16, 2012, Wise and Stevens employed Respondent to
5 provide mortgage loan modification services pertaining to their Florida residential property.
6 Pursuant to the fee agreement, Respondent agreed to provide all of the necessary legal services
7 for attorney's fees in the amount of \$4,095.

8 187. On or about February 16, 2012, Wise and Stevens paid Respondent \$4,095 in
9 attorney fees for the mortgage loan modification services.

10 188. By agreeing to provide legal services in the form of mortgage loan modification
11 services to Wise and Stevens when she was not licensed to practice law in Florida, Respondent
12 held herself out as entitled to practice law and actually practiced law in a jurisdiction where
13 practicing law is a violation of the regulations of the profession in that jurisdiction and of this
14 state.

15 COUNT THIRTY-EIGHT

16 Case No. 13-O-14927
17 Rules of Professional Conduct, rule 4-200(A)
18 [Illegal Fee]

19 189. Respondent wilfully violated Rules of Professional Conduct, rule 4-200(A), by
20 entering into an agreement for, charging, or collecting an illegal fee, as follows:

21 190. The allegations of Count Thirty-Seven are incorporated by reference.

22 191. By entering into an agreement for, charging, and collecting fees from Wise and
23 Stevens, when she was not licensed to practice law in Florida, Respondent entered into an
24 agreement for, charged, or collected an illegal fee.

25 COUNT THIRTY-NINE

26 Case No. 13-O-14927
27 Rules of Professional Conduct, Rule 1-300(A)
28 [Aiding the Unauthorized Practice of Law]

192. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by
aiding a person or entity in the unauthorized practice of law, as follows:

1 193. The allegations of Count Thirty-Seven are incorporated by reference.

2 194. Respondent was not involved in evaluating the likelihood of achieving a
3 successful result for Wise and Stevens or deciding whether or not to accept Wise and Stevens as
4 new clients. Respondent did not conduct the initial consultation. Respondent was not consulted
5 by Paquette to determine whether he should accept Wise and Stevens as new clients.
6 Respondent did not determine the legal fees to be charged to Wise and Stevens. The decisions
7 regarding whether Wise and Stevens qualified for a mortgage loan modification, whether to
8 accept them as clients on behalf of Respondent, and what amount of legal fees to charge them
9 were made by Paquette and constituted the unauthorized practice of law.

10 195. By allowing non-attorney staff members to engage in acts constituting the
11 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

12 COUNT FORTY

13 Case No. 13-O-14927
14 Rules of Professional Conduct, rule 3-400(B)
[Limiting Liability to a Client]

15 196. Respondent wilfully violated Rules of Professional Conduct, rule 3-400(B), by
16 settling a claim or potential claim for Respondent's liability to the client for Respondent's
17 professional malpractice, without informing the client in writing that the client may seek the
18 advice of an independent lawyer of the client's choice regarding the settlement and giving the
19 client a reasonable opportunity to seek that advice, as follows:

20 197. The allegations of Counts Thirty-Seven through Thirty-Nine are incorporated by
21 reference.

22 198. On or about July 19, 2013, Wise and Stevens signed a release of liability against
23 Respondent in order to obtain a refund of the illegal, unearned, advanced, attorney's fees that
24 Wise and Stevens paid to Respondent.

25 199. The release of liability that Respondent prepared, and that Wise and Stevens
26 signed, was for settling Wise and Stevens's potential claims against Respondent for professional
27 malpractice, and did not inform Wise and Stevens in writing that they may seek the advice of
28

1 an independent lawyer of their choice regarding the settlement and giving them a reasonable
2 opportunity to seek that advice.

3 200. By having Wise and Stevens sign the release of liability, Respondent settled a
4 claim or potential claim for Respondent's liability to the client for Respondent's professional
5 malpractice, and without informing the client in writing that the client may seek the advice of an
6 independent lawyer of the client's choice regarding the settlement and giving the client a
7 reasonable opportunity to seek that advice.

8 COUNT FORTY-ONE

9 Case No. 13-O-15055
10 Rules of Professional Conduct, Rule 1-300(B)
[Unauthorized Practice of Law in another Jurisdiction]

11 201. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by
12 practicing law in a jurisdiction where practicing is in violation of the regulations of the
13 profession in that jurisdiction, as follows:

14 202. The allegations of Paragraphs 2 through 4, and 22 through 23 are incorporated by
15 reference.

16 203. In or about July 2011, Respondent sent an advertisement via U.S. Mail to Florida
17 resident Julia Tripp ("Tripp") entitled "Payment Reduction Notice." In this advertisement,
18 Respondent offered to provide Tripp with legal services in the form of mortgage loan
19 modification services pertaining to her residential property located in Florida.

20 204. On or about August 19, 2011, after receiving Respondent's advertisement, Tripp
21 called Prudential and spoke on the telephone with Rick Martinez ("Martinez"), Respondent's
22 non-attorney employee or authorized representative, about obtaining a mortgage loan
23 modification. Martinez asked Tripp a few questions about her finances and the terms of her
24 mortgage, stated to Tripp that she qualified for a loan modification, and offered Respondent's
25 mortgage loan modification services to her. Martinez informed Tripp that Respondent would
26 provide all of the legal services necessary to obtain a mortgage loan modification for attorney's
27 fees in the amount of \$4,500.

28

1 should accept Tripp as a new client. Respondent did not determine the legal fees to be charged
2 to Tripp. The decisions regarding whether Tripp qualified for a mortgage loan modification,
3 whether to accept her as a client on behalf of Respondent, and what amount of legal fees to
4 charge her were made by Martinez and constituted the unauthorized practice of law.

5 213. By allowing non-attorney staff members to engage in acts constituting the
6 practice of law, Respondent aided a person or entity in the unauthorized practice of law.

7 COUNT FORTY-FOUR

8 Case Nos. 13-O-12708, 13-O-11905, 13-O-13547, 13-O-13927,
9 13-O-14314, 13-O-14508, 13-O-14633, 13-O-14771, 13-O-14927, 13-O-15055
10 Rules of Professional Conduct, rule 1-400
[Improper Solicitation]

11 214. Respondent willfully violated Rule of Professional Conduct, rule 1-400, by
12 delivering, or causing to be delivered, a communication seeking professional employment for
13 pecuniary gain, which was transmitted by mail or equivalent means, which did not bear the word
14 "Advertisement," "Newsletter," or words of similar import in 12 point print on the first page,
15 was presented or arranged in a matter or format which tended to confuse, deceive or mislead the
16 public, contained untrue statements, and did not state the name of the member responsible for the
17 communication, as follows:

18 215. The allegations of Paragraphs 2 through 4, and Counts One through Forty-Three
19 are incorporated by reference.

20 216. From 2011 through 2013, Respondent delivered, or caused to be delivered,
21 communications transmitted by mail to Arantes, La Chance, Eiberger, Frazier, Samuel, the
22 Bromerts, Gora, Berman, Tripp, Wise and Stevens, to their respective residences outside of
23 California. The communication was an advertisement mailer seeking prospective clients to
24 employ Respondent to provide mortgage loan modification legal services. The communications
25 did not bear the words "Advertisement," "Newsletter," or words of similar import in 12 point
26 print on the first page.

27 217. The mailers were presented in a format that could reasonably lead the addressees
28 to believe that they had been sent by the addressees' respective mortgage holders. The front

1 page of the mailer stated, "Payment Reduction Notification" and "IMPORTANT ON FILE
2 INFORMATION REGARDING YOUR LOAN WITH [RESPECTIVE BANK NAME]." The
3 second page stated "Payment Reduction Status PENDING REVIEW" and "Modification
4 Program." It also contained a "Personal ID Number," "ID Number," and "Code" number. This
5 language made the mailers appear to be personalized official bank documents which could lead
6 to the recipients being confused, deceived, or misled.

7 218. The mailer stated, "We have reviewed your property information and have
8 determined that you may be eligible to modify the current terms of your mortgage." Respondent
9 had not in fact reviewed the recipients' respective mortgages, rendering such statement false.

10 219. The mailer stated, "This offer is good for 30 days from the above date and is
11 subject to certain conditions. No other notice will be issued and no phone calls will be made to
12 you." This statement misleading, if not, untrue. There was no legitimate reason to claim that the
13 mailer had an expiration date.

14 220. The mailer did not state Respondent's name, any of her law firm's names, or
15 Respondent's address. The mailer did not contain the name of any person or entity responsible
16 for sending the mailer.

17 221. By mailing advertisements seeking prospective clients to employ Respondent to
18 provide legal services that: did not bear the words "Advertisement," "Newsletter," or words of
19 similar import in 12 point print on the first page; were presented in a format that could have
20 confused, deceived, or mislead the recipients; were presented in a format that could have made it
21 appear as if they were sent by the addressees' respective mortgage holders; and did not state
22 Respondent's name, her law firms' names, or her address, Respondent delivered, or caused to be
23 delivered, a communication seeking professional employment for pecuniary gain, which was
24 transmitted by mail or equivalent means.

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AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.10.

Respectfully submitted,

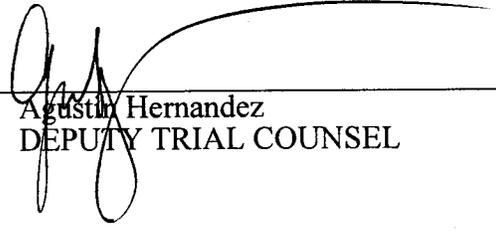
THE STATE BAR OF CALIFORNIA
OFFICE OF THE CHIEF TRIAL COUNSEL

DATED: 12/11/13

By: 
Christine Souhrada
SENIOR TRIAL COUNSEL

THE STATE BAR OF CALIFORNIA
OFFICE OF THE CHIEF TRIAL COUNSEL

DATED: December 11, 2013

By: 
Agustín Hernandez
DEPUTY TRIAL COUNSEL

DECLARATION OF SERVICE

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

CASE NUMBER(s): 13-O-12600, 13-O-12708, 13-O-12857, 13-O-11905, 13-O-13546, 13-O-13547,
13-O-13927, 13-O-14314, 13-O-14444, 13-O-14508, 13-O-14633, 13-O-14771,
13-O-14927, 13-O-15055

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, 1149 South Hill Street, Los Angeles, California 90015, 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))
By U.S. Certified 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 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.: 71969008911164101437 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)

Table with 4 columns: Person Served, Business-Residential Address, Fax Number, Courtesy Copy to. Row 1: Arthur Margolis, Margolis & Margolis LLP, 2000 Riverside Drive, Los Angeles, CA 90039, 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 12, 2013

SIGNED: [Signature]
JULI FINNILA
Declarant