

<p><b>Counsel for the State Bar</b></p> <p>THE STATE BAR OF CALIFORNIA          OFFICE OF THE CHIEF TRIAL COUNSEL          BROOKE A. SCHAFER, No. 194824          1149 South Hill Street, 10th Floor          Los Angeles, California 90015-2299          Telephone: (213) 765-1000</p>	<p><b>Case Number(s)</b></p> <p>02-O-10522 RMT          02-O-10531          02-O-10867          02-O-10526            02-O-11294            03-O-02444 Investigations          03-O-02814          02-O-10521          02-O-14603          03-O-00414          03-O-00644          03-O-01815</p>	<p>(for Court use)</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">PUBLIC MATTER</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">LODGED</p> <p style="text-align: center; font-size: 1.2em;">DEC 16 2004 <i>Mc</i></p> <p style="text-align: center; font-weight: bold;">STATE BAR COURT          CLERK'S OFFICE          LOS ANGELES          FILED</p>
<p><b>Counsel for Respondent</b></p> <p>Thomas A. Kosakowski          Pansky &amp; Markle          1114 Fremont Ave          South-Pasadena, CA 91030-3227          (213)626-7300</p>		<p style="text-align: center; font-size: 1.2em;">APR 15 2008</p> <p style="text-align: center; font-weight: bold;">STATE BAR COURT          CLERK'S OFFICE          LOS ANGELES</p>
<p><b>In the Matter of</b>          Elisa A. Castro</p> <p><b>Bar #</b>      171814</p> <p>A Member of the State Bar of California          (Respondent)</p>	<p><b>Submitted to Pilot Program Judge</b></p> <p style="text-align: center;">STIPULATION RE FACTS AND CONCLUSIONS OF LAW</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	<p style="text-align: right; font-size: 0.8em;">kwiktag®      035 119 145</p>

- A. Parties' Acknowledgments:
- (1) Respondent is a member of the State Bar of California, admitted September 7, 1994  
 (Date)
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition (to be attached separately) are rejected or changed by the Supreme Court. However, if Respondent is not accepted into the Lawyer Assistance Program, this stipulation will be rejected and will not be binding on Respondent or the State Bar.
- (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." This stipulation consists of 22 pages.
- (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) 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.
- (7) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§ 6086.10 & 6140.7 and will pay timely any disciplinary costs imposed in this proceeding.

Note: All information required by this form and any additional information which cannot be provided in the space provided, shall be set forth in the text component (attachment) of this stipulation under specific headings, i.e., "Facts", "Dismissals", "Conclusions of Law."

B. Aggravating Circumstances (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 Action violations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - (d)  Degree of prior discipline \_\_\_\_\_
  - (e)  If Respondent has two or more incidents of prior discipline, use space provided below or under "Prior Discipline"
- (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.
- (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 the victims of his/her misconduct or the State Bar during disciplinary investigation or proceedings.
- (7)  Multiple/Pattern of Misconduct: Respondent's current misconduct evidences multiple acts of wrong doing or demonstrates a pattern of misconduct.
- (8)  No aggravating circumstances are involved.

Additional aggravating circumstances:

C. Mitigating Circumstances [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 to the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (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 of 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 were directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drugs 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.
- (13)  No mitigating circumstances are involved.

Additional mitigating circumstances:

See attachment re: LAP Mitigation

Respondent enters into this stipulation as a condition of his/her participation in the Pilot Program. Respondent understands that he/she must abide by all terms and conditions of Respondent's Pilot Program Contract.

If the Respondent is not accepted into the Pilot Program or does not sign the Pilot Program contract, this Stipulation will be rejected and will not be binding on Respondent or the State Bar.

If the Respondent is accepted into the Pilot Program, upon Respondent's successful completion of or termination from the Program, this Stipulation will be filed and the specified level of discipline for successful completion of or termination from the Program as set forth in the State Bar Court's Statement Re: Discipline shall be imposed or recommended to the Supreme Court.

1/21/04  
Date

  
Respondent's Signature


Elisa A. Castro  
Print Name

12/11/03 1/21/04  
Date

  
Respondent's Counsel Signature

Thomas A. Kosakowski  
Print Name

Dec. 15, 2003  
Date

  
Deputy Trial Counsel's Signature

Brooke A. Schafer  
Print Name

DEC-11-2003 12:35

THE STATE BAR OF CALIF

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\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Respondent's Signature

Erika A. Castro  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent's Counsel Signature

Thomas A. Koskoveck  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Trial Counsel's Signature

Brooks A. Schafex  
Print Name



1 sent another attorney, James Taylor, on her behalf. Taylor realized that the matters were more  
2 involved than Respondent had been led to believe and he continued the matter to June 26,  
3 2001, as he was not prepared for the full extent of the issues. Respondent subsequently wrote  
4 to Lazo-Earl and told her that the matters appeared more complicated than originally  
5 contemplated and that she should call her office and arrange for another meeting to come in to  
6 discuss the case. Additionally, Respondent told her client that the expanded nature of the  
7 work would require more money. Thereafter Lazo-Earl called Respondent's office  
8 approximately six times to set a meeting date with her. Respondent's assistant scheduled an  
9 appointment for June 21, 2001.

10 4. On June 21, 2001, Lazo-Earl received a telephone call from Respondent's  
11 assistant canceling her appointment. Respondent's assistant told Lazo-Earl that Respondent  
12 would call her and set up another appointment. Although Lazo-Earl called Respondent  
13 several times before her hearing on June 26, 2001, Respondent never returned any of her  
14 calls. Lazo-Earl even called on the date of hearing, June 26, 2001 to speak to Respondent but  
15 was unsuccessful.

16 5. On June 26, 2001, Respondent failed to appear in court for Lazo-Earl's hearing.  
17 Lazo-Earl had to represent herself. Respondent never informed Lazo-Earl that she would not  
18 appear in court.

19 6. On June 26, 2001, Lazo-Earl called Respondent's office and complained that she  
20 had to represent herself in court since Respondent failed to appear. Lazo-Earl requested a  
21 refund of her \$500 dollars. Although Respondent's assistant told Lazo-Earl that the office  
22 would refund her \$500 dollars, Respondent never refunded any fees.

23 7. On May 14, 2002, Lazo-Earl sent Respondent a letter again demanding the return  
24 of her \$500 dollars. Respondent never returned the \$500 dollars. Respondent provided no  
25 services of any value to Lazo-Earl and earned none of the fees.

26 8. At no time did Respondent inform Lazo-Earl that she would not work on at least

1 the legal matter for which she accepted representation. At no time did Respondent take any  
2 measures to avoid reasonably foreseeable prejudice to her client or her client's legal matters.

3 Conclusions of law – case no. 02-O-10522 (Lazo-Earl)

4 – By not informing her client that she would not be appearing at the hearing nor  
5 continuing any work on her legal matters, by effectively abandoning Lazo-Earl and by taking  
6 no measures to avoid reasonably foreseeable prejudice to her client, Respondent failed, upon  
7 termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice  
8 to her client, in wilful violation of Rule 3-700(A)(2), Rules of Professional Conduct.

9 – By not returning the \$500 dollars to Lazo-Earl, Respondent failed to refund  
10 unearned fees promptly, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

11 Case No. 02-O-10531 (Garcia)

12 9. On June 26, 2000, Jorge Garcia ("Garcia") employed Respondent to expunge a  
13 criminal matter for him. Garcia paid Respondent \$1,500 as advanced fees.

14 10. On May 14, 2001, after waiting approximately one year for Respondent to  
15 resolve his case, Garcia wrote to Respondent requesting the return of his money and file. As  
16 of May 14, 2001, Respondent had performed no work of any value to Garcia. Respondent  
17 never refunded any money, nor did she return his file.

18 Conclusions of law – case no. 02-O-10531 (Garcia)

19 – By not resolving Garcia's expungement matter nor taking any steps toward fulfilling  
20 that task in nearly a year, Respondent recklessly failed to perform legal services with  
21 competence, in violation of Rules of Professional Conduct, rule 3-110(A).

22 – By not returning the \$1,500.00 advance fees to Garcia, Respondent failed to refund  
23 unearned fees, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

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1 **Case No. 02-O-10867 (Medeles)**

2 11. In June 2001, Mario Medeles ("Medeles") employed Respondent to represent  
3 him in a marital dissolution matter. Medeles paid Respondent \$1,200 dollars as advance fees.

4 12. Respondent performed no work of any value to Medeles. On December 14,  
5 2001, a default judgment was entered against Medeles because Respondent failed to do  
6 anything on his case. Respondent effectively abandoned Medeles' legal matter.

7 13. On January 14, 2002, Medeles sent a letter to Respondent asking for a refund  
8 since Respondent failed to do any work on his case. Respondent did not refund his money for  
9 six months, until after being notified by the State Bar of Medeles' complaint. Respondent  
10 showed the State Bar proof she refunded \$1200.00 to Medeles in July 2002.

11 **Conclusions of law – case no. 02-O-10867 (Medeles)**

12 – By failing to take any action in Medeles' matter in six months resulting in a default  
13 being taken against Medeles, by failing to respond to Medeles' numerous telephone inquiries,  
14 and by taking another six months to return the unearned advance fees, Respondent recklessly  
15 failed to perform legal services with competence, in wilful violation of Rules of Professional  
16 Conduct, rule 3-110(A).

17 **Case No. 02-O-11294 (Prosise)**

18 14. On September 2, 1999, Douglas Prosise ("Prosise") represented himself at a  
19 hearing for modification of child support where the court increased Prosise's child support  
20 obligation. Later that same day, Prosise employed Respondent to seek modification of the  
21 increased child support order. Prosise paid \$2,000 for Respondent's services (\$1,500 plus an  
22 additional \$500 on October 9, 1999). Respondent never provided Prosise a copy of the  
23 retainer agreement.

24 15. On October 7, 1999, Respondent filed an order to show cause for modification  
25 of child support ("OSC").  
26

1 16. On November 18, 1999, the court denied the OSC motion for modification of its  
2 September 2, 1999, order because there was no showing of any change in circumstances.

3 17. After consulting Prosis, Respondent agreed to appeal the November 18, 1999,  
4 decision for an additional sum of \$3,000. On November 27, 1999, Prosis paid Respondent  
5 an additional \$3,000 to handle his appeal, and Respondent filed a timely notice of appeal from  
6 the order entered on November 18, 1999.

7 18. On December 28, 1999, the court sent a notice of default to Respondent for  
8 failing to file designations in Prosis's appeal. The notice stated the appeal would be dismissed  
9 if the designations were not filed within 15 days of the notice.

10 19. In January 2000, shortly before the designations needed to be filed,  
11 Respondent's paralegal telephoned Prosis on the last day the designations could be filed, to  
12 inform him that Respondent was unable to handle his matter, that he should contact another  
13 attorney and that he might try Jeffrey Mintz ("Mintz") to handle the appeal. Cohen refunded  
14 \$2,450, which Prosis used to pay for part of Mintz's fee.

15 20. On January 14, 2000, Prosis's appeal was dismissed because Respondent failed  
16 to file designations pursuant to California Rules of Court and failed to respond to the court's  
17 notice of default issued on December 28, 1999.

18 Conclusion of law – case no. 02-O-11294 (Prosis)

19 – By not properly filing the designations in Prosis's appeal in the first instance, by  
20 not filing the designations for Prosis's appeal in a timely manner after being warned by the  
21 court, and by not informing Prosis that she could no longer represent him until shortly before  
22 the designations were due, prejudicing his efforts to secure another attorney in a timely  
23 manner, Respondent repeatedly failed to perform legal services with competence, in violation  
24 of Rule of Professional Conduct, rule 3-110(A).

25 Case No. 02-O-10526 (Brophy)

26 21. On April 18, 2001, Monica Patino Brophy ("Brophy") employed Respondent for

a guardianship matter. That same day, Brophy paid Respondent \$3,000 for her services.

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22. On May 2, 2001, Respondent sent several documents related to the guardianship to Brophy for her review and completion. Brophy reviewed these documents, and made an appointment for May 30, 2001, to meet with Respondent's paralegal to review and sign the final documents. The paralegal failed to appear for the appointment on May 30, 2001.

23. Brophy made another appointment to meet with Respondent's paralegal to review and sign the final documents for June 4, 2001. On that date at the appointed time again the paralegal failed to appear for the appointment.

24. The guardianship papers Respondent had prepared were never filed in Brophy's matter. At no time did Respondent see that she or a member of her staff follow up and arrange for filing of the papers.

25. On October 18, 2001, Brophy called Respondent's office and requested her file, an accounting, and a refund. These were not forthcoming.

26. On November 21, 2001, Brophy called Respondent's office again, spoke with Respondent's paralegal, and requested her file, an accounting, and a refund. Again, these never came.

27. From December 2001 through February 2002, Brophy wrote or called Respondent's office approximately ten times requesting the contents of her file, an accounting, and a refund.

28. Brophy filed a complaint with the State Bar. Following her State Bar complaint, Brophy received her file and an accounting on March 5, 2002.

Conclusions of law – case no. 02-O-10526 (Brophy)

– By not providing Brophy with her file or with an accounting for nearly six months, and by not supervising staff properly to ensure that the papers were finalized, signed and filed, and Respondent recklessly failed to perform services with competence in violation of Rules of Professional Conduct, rule 3-110(A).

**Investigation no. 02-O-14603 (Corona Pelayo)**

1           29. Carlos Corona hired Respondent in February 2000 to represent him in a marital  
2 dissolution matter. Corona paid Respondent \$2500.00 in advance fees and \$232.00 for filing  
3 costs. No retainer agreement was provided.

4           30. Respondent appeared with Corona at a March 17, 2000, hearing re  
5 Custody/Visitation. At that time the court set a hearing on the issue of child support for June  
6 1, 2000. Respondent was aware of this court date.

7           31. On June 1, 2000, Respondent failed to appear at the hearing re Child Support,  
8 but another attorney made a special appearance on Corona's matter for purposes of  
9 continuing the hearing. The matter was continued until July 17, 2000. Respondent was made  
10 aware of the July 17, 2000, hearing in advance of that hearing.

11           32. On July 17, 2000, Respondent did not appear for the hearing; her client, the  
12 opposing party and their counsel were there. The court continued the matter until July 21,  
13 2000, and set a hearing for the same date regarding sanctions against Respondent for failing to  
14 appear.

15           33. On July 21, 2000, Respondent again failed to appear. At that time Corona was  
16 allowed to proceed in pro per, and with a translator's assistance approved the Stipulation for  
17 Judgment. The court also took the hearing re: sanctions against Respondent off-calendar.  
18 Also on July 21, 2000, Corona went to Respondent's office and told them he was firing her  
19 and that he wanted his money returned. Respondent replied that the money was payment for  
20 her services and that she would not be returning anything.

21           34. Corona filed fee arbitration against Respondent. The arbitration was held on  
22 April 29, 2002. Respondent did not show up for that hearing. The arbitrator awarded  
23 Corona the full \$2500.00 he sought, plus filing fee of \$189.00.

24           35. Corona notified Respondent of the arbitrator's decision. She has not paid  
25 anything to Corona to satisfy the award.

1           36. Respondent provided no services of any value to Corona. Corona is entitled to  
2 refund of the full \$2732.00.

3           Conclusions of Law, investigation no. 02-O-14603 (Corona)

4           - By failing to appear at three hearings in Corona's dissolution matter, by failing to  
5 render an accounting, by failing to return unearned fees and by failing to pay anything on the  
6 arbitrator's award, Respondent repeatedly failed to provide legal services with competence, in  
7 wilful violation of Rules of Professional Conduct rule 3-110(A).

8           Investigation no. 03-O-00414 (DeLeon)

9           41. On June 26, 2002, Olga DeLeon hired Respondent to represent her in a marital  
10 dissolution. They agreed that Respondent would do the work for \$3000.00. The client paid  
11 the money as agreed.

12           42. On October 22, 2002, Respondent appeared at a mediation connected with the  
13 dissolution, and submitted a stipulation regarding parenting issues to the court.

14           43. On October 29, 2002, the family court of Riverside County Superior Court held  
15 a hearing re: child custody/visitation/child support in connection with DeLeon's dissolution  
16 matter. Respondent failed to appear. Respondent knew of the court date, and in fact sent a  
17 reminder letter to DeLeon telling her not to miss the hearing. Respondent failed to give  
18 advance notice to the court, opposing counsel or DeLeon. As a result, the court ordered  
19 Respondent to appear on December 2, 2002, to show cause why she should not be held in  
20 contempt or have sanctions imposed as a result of not appearing on October 29<sup>th</sup> ("OSC").  
21 Respondent received proper advance notice of the December 2, 2002, OSC.

22           44. Respondent failed to appear at the December 2, 2002, OSC. DeLeon  
23 appeared with her new attorney, Christina Ferrante. As a result of her non-appearance the  
24 court sanctioned Respondent \$790.00 and notified the State Bar.

25           45. DeLeon's new attorney tried unsuccessfully to obtain DeLeon's file from  
26 Respondent. Ms. Ferrante made several attempts to reach Respondent, but was only able to

leave voicemail messages, which were never returned.

1           46. On April 21, 2003, DeLeon sent a certified letter to Respondent, which  
2 Respondent received, requesting a full refund, copy of her file and an accounting of work  
3 performed on her case. Respondent failed to respond and returned no money.

4           47. The State Bar contacted Respondent with an official letter of inquiry regarding  
5 DeLeon's dissolution matter and the allegations raised by the court. Respondent received this  
6 letter and through her own attorney requested additional time to respond on two occasions.  
7 Both requests were granted, and Respondent ultimately was given until May 19, 2003, to  
8 provide an explanation to the State Bar. Respondent failed to ever offer a substantive  
9 response.

10           48. Although Respondent performed some work early on she did not earn the entire  
11 advance fees paid by DeLeon, nor did she complete the work she contracted to perform.  
12 DeLeon is owed a refund of unearned fees.

13           Conclusions of Law – investigation no. 03-O-414 (DeLeon)

14           – By not appearing at the October 29, 2002, hearing; by not completing the work  
15 on Ms. DeLeon's dissolution matter which she agreed to perform; by not returning her file or  
16 cooperating with Ms. Ferrante; by not responding to the State Bar's request for information  
17 during its investigation; and by not informing Ms. DeLeon that she was no longer going to  
18 work on her legal matter, essentially abandoning her client without ensuring that adequate steps  
19 were taken to protect her legal rights, Respondent repeatedly failed to perform legal services  
20 with competence in wilful violation of Rules of Professional Conduct, rule 3-100(A).

21           – By not refunding any of the advanced fees paid despite a request that she do so,  
22 Respondent failed to refund unearned fees in wilful violation of Rules of Professional Conduct,  
23 rule 3-700(D)(2).

24           – By not providing DeLeon with an accounting of the fees paid in the dissolution  
25 matter, Respondent failed to render appropriate accounts to a client, wilfully violating Rules of  
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Professional Conduct, rule 4-100(B)(3).

1 **Investigation no. 03-O-644 (Galvan)**

2 49. Maria Galvan ("Galvan") hired Respondent on September 4, 2002, to represent  
3 her son, Guadalupe Galvan, in a criminal matter. Galvan paid Respondent \$3500.00 for her  
4 representation.

5 50. Guadalupe Galvan was released from custody on September 6, 2002, due to the  
6 complaint not yet being ready. At that point Respondent had not yet contacted the  
7 prosecutor's office, although she represented to the Galvan family that it was her efforts  
8 working with the district attorney's office that resulted in Guadalupe's release.

9 51. Galvan kept calling Respondent's office, asking her about what was happening  
10 with Guadalupe's case. Respondent assured her that Guadalupe would be notified by the  
11 court as to his court date if there was going to be one.

12 52. A warrant issued on Guadalupe's criminal matter on October 9, 2002, as he had  
13 not shown up for his initial appearance. Neither Guadalupe nor Galvan knew about the  
14 outstanding warrant, however, until Guadalupe was arrested on it on February 1, 2003.

15 53. Upon being arrested, Galvan telephoned Respondent and spoke to  
16 Respondent's secretary. Respondent's secretary checked on Guadalupe's next court date  
17 and confirmed with Galvan that it was February 4, 2003. The secretary stated that  
18 Respondent would be there with Guadalupe for his court appearance on that date.

19 54. Respondent did not show up for Guadalupe's February 4, 2003, court  
20 appearance, however. Galvan and Guadalupe terminated Respondent's services both in a  
21 telephonic message and in writing dated February 6, 2003.

22 55. In the February 6, 2003, letter terminating Respondent's legal services, Galvan  
23 told Respondent, among other things, that they wanted a refund of the money they had paid  
24 her. Respondent never responded nor did she ever refund any of the advance fees paid.

25 56. On March 21, 2003, Guadalupe sent a certified letter to Respondent, again  
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1 notifying Respondent that she had been terminated, and asking for a refund as well as an  
2 accounting. Respondent never responded nor did she ever refund any money or provide an  
3 accounting.

4 57. Respondent performed no work of any value to Guadalupe.

5 58. Galvan complained to the State Bar. On April 7, 2003, a letter of inquiry was  
6 sent by a State Bar investigator to Respondent's counsel, requesting that Respondent  
7 cooperate by responding to the Galvan complaint. Respondent requested an extension to  
8 respond, which was granted until May 21, 2003. Respondent never responded to the State  
9 Bar investigator's request for information.

10 Conclusions of law – investigation no. 03-O-644 (Galvan)

11 – By not providing an accounting of the fees paid in Guadalupe's criminal matter,  
12 Respondent failed to render appropriate accounts to a client, thereby wilfully violating Rules of  
13 Professional Conduct, rule 4-100(B)(3).

14 – By not refunding any of the advance fees paid despite request that she do so,  
15 Respondent failed to refund unearned fees in wilful violation of Rules of Professional Conduct,  
16 rule 3-700(D)(2).

17 Investigation no. 03-O-1815 (Isaacs)

18 59. On May 24, 2002, Limor Isaacs hired Respondent to represent her in a child  
19 visitation and support modification matter. Isaacs paid Respondent a \$1200.00 deposit on a  
20 \$2500.00 fee.

21 60. Problems arose almost immediately when Respondent's office gave Isaacs  
22 several different dates on which to expect her paperwork. This cause Isaacs to show up at  
23 Respondent's office needlessly as the papers were not ready for review and signing.

24 61. Isaacs finally received the paperwork on June 10, 2002. However, when she  
25 reviewed them she noticed a number of errors, both factual and grammatical. Dissatisfied with  
26 Respondent's work, Isaacs terminated her services by way of letter dated June 22, 2002. In



1 the letter Isaacs outlined her problems with Respondent's work, and requested a refund of the  
2 \$1200.00 she had paid in advance.

3 62. Respondent replied to Isaacs termination letter by way of letter dated June 28,  
4 2002, wherein Respondent stated the documents were merely drafts and that she would not  
5 be refunding any money.

6 63. Isaacs filed a complaint with the Riverside County Bar Association for fee  
7 arbitration. Respondent failed to appear for the arbitration in March 2003, and the arbitrator  
8 found in Isaacs' favor and awarded a partial refund of \$846.56.

9 64. Respondent failed to pay the arbitration award, even though both the arbitrator  
10 and Isaacs notified her in writing of the award.

11 65. Again, in May 2003, Isaacs wrote to Respondent reminding her of the arbitration  
12 award, seeking recovery of the award, seeking an accounting and a copy of her file.  
13 Respondent did not respond.

14 66. Isaacs complained to the State Bar. The State Bar notified Respondent of the  
15 complaint and sought an explanation. Respondent provided a response, and ultimately paid  
16 Isaacs the \$846.56 arbitration award in July 2003.

17 Conclusions of Law – investigation no. 03-O-1815 (Isaacs)

18 – By not returning unearned fees when requested, which forced a fee arbitration, and  
19 then by not paying the arbitration award until after the State Bar became involved in  
20 investigating the Isaacs matter, Respondent failed to promptly refund unearned fees in wilful  
21 violation of Rules of Professional Conduct, rule 3-700(D)(2).

22 Investigation no 03-O-2444 (Khan)

23 67. On April 1, 2003, Mohammed Khan hired Respondent to represent him in an  
24 Order to Show Cause hearing regarding child custody. At the time Khan hired Respondent he  
25 had already prepared and filed a Petition for Dissolution, related pleadings and papers related  
26 to the OSC for child custody. He paid \$3000.00 the same day, and Respondent was going to

bill him against the advance fee at the rate of \$200.00 per hour.

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68. Respondent also prepared papers related to a temporary restraining order which Khan sought against his wife. At an April 30, 2003, ex parte appearance on the TRO request, a hearing was set on the matter of the restraining order for May 19, 2003. Respondent was present in court on April 30, 2003, and knew of the May 19, 2003, hearing date and time.

69. Khan grew frustrated with Respondent's representation. In May 2003 there was a misunderstanding involving whether he wanted to proceed with a TRO he had initiated. Additionally, twice in May 2003 Respondent scheduled appointments to meet with Khan. Both times Khan showed up at the appointed date and time and waited, but Respondent failed to show for the meeting.

70. As a result of his dissatisfaction with Respondent's representation, Khan hired another attorney who substituted in as counsel in June 2003. Khan sought return of the fees he had paid Respondent which were not earned. Respondent did not return any of the advance fees despite Khan's request. Ultimately Khan sued Respondent in small claims court. Trial took place on August 7, 2003, and Respondent appeared to represent herself. The court took evidence and found for Khan in the amount of \$980.00 plus filing fee of \$45.00. Respondent paid the award of \$1025.00 in October 2003.

Conclusions of law – investigation no. 03-O-2444 (Khan)

– By failing to refund any of the advance fees Khan paid despite her failure to earn all of the fees, Respondent wilfully failed to return unearned fees in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Investigation no. 03-O-2814 (Krider)

71. On June 21, 2002, Julia Krider hired Respondent to handle a marital dissolution. Krider paid Respondent \$3000.00 for her fees, plus \$235.00 for filing fees, up front. Respondent was to charge an hourly fee against the advance fees paid.

1 72. In early August 2002 Krider met with Respondent, reviewed work-sheets and  
2 questionnaires and signed divorce papers.

3 73. Respondent's office had trouble getting the divorce papers filed. Multiple times  
4 in August and September 2002 Respondent or a member of her office staff told Krider they  
5 either would be filed by a certain date or had been filed, when in reality such filings did not  
6 take place.

7 74. Upset that her divorce paperwork was not being filed, Krider hired another  
8 attorney on September 30, 2002. On October 3, 2002, she fired Respondent in writing and  
9 asked for a full refund of fees since no petition had been filed, even though Respondent had  
10 had since June 21, 2002, to do so.

11 75. Krider learned in mid-October 2002 that Respondent finally had filed her  
12 paperwork in the proper court on September 26, 2002.

13 76. Krider believed she had been overcharged for many services, but Respondent  
14 refused to refund any of the advance fees Krider had paid. Krider sued Respondent in small  
15 claims court and on May 13, 2003, the court found for Krider and awarded her \$1750.00  
16 plus \$33.00 costs. To date Respondent has paid no money to Krider.

17 77. Krider complained to the State Bar in July 2003. A State Bar investigator wrote  
18 to Respondent asking for a written explanation of the allegations raised by Krider. On August  
19 25, 2003, Respondent asked for additional time in which to respond to Krider's allegations,  
20 until September 8, 2003. ~~To date no response has been forthcoming from Respondent.~~ *Respondent did not timely respond to the State Bar.*

21 Conclusions of Law – investigation no. 03-O-2814 (Krider)

22 – By not refunding any of the advance fees paid despite a request that she do so and  
23 despite a small claims award against her, Respondent wilfully failed to refund unearned fees in  
24 violation of Rules of Professional Conduct, rule 3-700(D)(2).

25 – By not providing a written response to a State Bar investigator's request for  
26 information in a formal investigation, Respondent wilfully failed to cooperate in a State Bar

investigation, violating Business and Professions Code section 6068(i).

**Investigation no. 02-O-10521 (Van Dyke)**

78. In February 2001 Respondent was appointed to represent David Van Dyke in a criminal matter in federal court. Respondent had been on an appointment panel to act as public defender for indigent defendants from time to time. Although the culpability phase of the case was over Respondent was appointed to handle the sentencing.

79. Van Dyke's criminal matter was involved and the record voluminous. Although the sentencing hearing originally was set for April 9, 2001, Respondent twice moved for a continuance due to the size of the case and other reasons, which were granted. The sentencing hearing was continued until July 23, 2001.

80. Van Dyke grew frustrated with what he believed was lack of attention to his case, and the Van Dyke family hired another attorney to take over the case in late June 2001. Van Dyke filed a complaint with the State Bar in November 2001. The State Bar contacted Respondent, asking for information regarding the allegations made by Van Dyke with respect to her representation. Respondent sought a continuance in which to respond, and was given until April 19, 2002, to respond in writing to the allegations. Respondent failed to respond <sup>timely</sup>.

**Conclusions of Law – investigation no. 02-O-10521 (Van Dyke)**

– By not providing a written response to a State Bar investigator's request for information in a formal investigation, Respondent wilfully failed to cooperate in a State Bar investigation, violating Business and Professions Code section 6068(i).

**III. DISMISSALS**

The parties respectfully request that the court dismiss the following charges, in the interests of justice:

- Case no. 02-O-10522
- Count One (fail to perform with competence)
- Count Two (fail to inform client of significant development)

EC  
RD  
C

1 Case no. 02-O-10526

Count Four (fail to respond to client inquiries)

Count Five (fail to release file)

2 Case no. 02-O-10867

3 Count Eight (fail to respond to client inquiries)

Count Nine (fail to refund unearned fees)

4 Case no. 02-O-11294

5 Count Two (improper withdrawal from representation)

6 **IV. MITIGATING FACTORS**, cont'd from page 3 of stipulation:

7 Lawyer Assistance Program participation

8 Respondent agreed to be evaluated through the State Bar's Lawyer Assistance  
9 Program (LAP) and complied with the LAP's conditions and requests for evaluation. At the  
10 conclusion of the LAP evaluation Respondent met with the LAP's Evaluation Committee, and  
11 then entered into a long-term participation agreement with LAP on October 9, 2002. As of  
12 August 2003 she remains in compliance with the terms of her participation agreement.

13 **V. RESTITUTION**

14 As a condition of her Pilot Program compliance in this matter, Respondent shall pay  
15 the following restitution to the following persons (and/or the Client Security Fund, if  
16 appropriate) in the following amounts plus 10 percent interest per annum accruing from the  
17 dates indicated. To the extent Respondent has paid any restitution prior to the effective date  
18 of the order arising from this stipulation he shall be given credit for such payments provided  
19 satisfactory proof is shown to the Probation Unit of the State Bar:

- 20 1. Payment to Iliana Lazo-Earl: \$500.00 plus 10% interest per annum from  
21 July 1, 2001.
- 22 2. Payment to Jorge Garcia: \$1500.00 plus 10% interest per annum from  
23 January 1, 2001.
- 24 3. Payment to Douglas Prosis: \$550.00 plus 10% interest per annum from  
25 January 1, 2000.
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4. Payment to Monica Brophy: \$3000.00 plus 10% interest per annum from January 1, 2002.
  5. Payment to Carlos Corona: (a) \$2732.00 plus 10% interest per annum from August 1, 2000, and (b) \$189.00 plus 10% interest per annum from May 1, 2002.
  6. Payment to Olga DeLeon: Respondent performed some work for Ms. DeLeon, but did not complete performance through no fault of her client. Respondent agrees to consent to binding fee arbitration, should the client wish to arbitrate the fee, and Respondent further agrees to pay any arbitrator's award as if it were a restitution condition set forth herein.
  7. Payment to Maria Galvan: \$3500.00 plus 10% interest per annum from April 1, 2003.
  8. Payment to Julia Krider: \$1783.00 plus 10% interest per annum from June 1, 2003.

13 **VI. RULE 133(12) NOTIFICATION OF PENDING MATTERS**

14 Respondent was notified by writing dated and mailed December 11, 2003, of any  
15 matters not included in this stipulation.  
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ORDER

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

- The stipulation as to facts and conclusions of law is APPROVED.
  
- The stipulation as to facts and conclusions of law is APPROVED AS MODIFIED as set forth below.

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; 2) this court modifies or further modifies the approved stipulation; or 3) Respondent is not accepted for participation in the Pilot Program or does not sign the Pilot Program Contract. (See rules 135(b) and 802(b), Rules of Procedure.)

The effective date of the disposition is the effective date of the Supreme Court order herein, normally 30 days after the file date of the Supreme Court Order. (See rule 953(a), California Rules of Court.)

12-15-04

Date



Judge of the State Bar Court

**CERTIFICATE OF SERVICE**  
[Rule 62(b), Rules Proc.; Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court. 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 Los Angeles, on December 16, 2004, I deposited a true copy of the following document(s):

**DECISION RE ALTERNATIVE RECOMMENDATIONS FOR DEGREE OF DISCIPLINE**

**STIPULATION RE FACTS AND CONCLUSIONS OF LAW**

**CONTRACT AND WAIVER FOR PARTICIPATION IN THE STATE BAR COURT'S PROGRAM FOR RESPONDENT'S WITH SUBSTANCE ABUSE OR MENTAL HEALTH ISSUES, Lodged December 16, 2004**

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


- [X] by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**Elisa A. Castro**  
**4140 10th St**  
**Riverside, CA 92501**

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

**BROOKE SCHAFER, Enforcement, Los Angeles**

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **December 16, 2004.**

  
\_\_\_\_\_  
**Tammy R. Cleaver**  
Case Administrator  
State Bar Court



**PUBLIC MATTER**

**ORIGINAL**

1 THE STATE BAR OF CALIFORNIA  
2 OFFICE OF THE CHIEF TRIAL COUNSEL  
3 ENFORCEMENT  
4 MIKE ANCHETA NISPEROS, Jr., bar no. 85495  
5 CHIEF TRIAL COUNSEL,  
6 CHARLES A. MURRAY, bar no. 146069  
7 DEPUTY TRIAL COUNSEL  
8 BROOKE A. SCHAFER, bar no.194824  
9 DEPUTY TRIAL COUNSEL  
10 1149 South Hill Street  
11 Los Angeles, California 90015-2299  
12 Telephone: (213) 765-1000

**LODGED**

*AUG 13 2004*

STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

**FILED**

13 THE STATE BAR COURT  
14 PILOT PROGRAM - LOS ANGELES

*APR 15 2008*

STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

15 In the Matter of )  
16 ) Case Nos. 02-O-10522-RMT, et al.  
17 )  
18 ) PARTIES' ADDENDUM TO  
19 ) STIPULATION RE: FACTS AND  
20 ) CONCLUSIONS OF LAW,  
21 ) ADDING REMAINING  
22 ) INVESTIGATION MATTERS  
23 )  
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29 The State Bar of California, Office of Chief Trial Counsel, through Deputy Trial  
30 Counsel Brooke Schafer, and Respondent, Elisa A. Castro, through counsel Thomas  
31 Kosakowski, submit this Addendum to the Stipulation re: Facts and Conclusions of Law  
32 previously lodged on December 15, 2003. This Addendum relates solely to the two  
33 remaining investigation matters involving Respondent, investigation nos. 03-O-4969 and  
34 03-O-5208.

35 **I. INCORPORATION OF PRIOR STIPULATION**

36 This addendum is intended to supplement the Stipulation re: Facts and  
37 Conclusions of Law in case nos 02-O-10522 et al., which the parties lodged with the Pilot  
38 Program Court on December 15, 2003 (the "Prior Stipulation"). The Prior Stipulation is  
39 also incorporated as if fully set forth herein. Attached hereto is the parties' stipulation as  
40 to facts and conclusions of law in investigations. 03-O-4969 and 03-O-5208.

1 **II. ADDITIONAL RESTITUTION CONDITION**

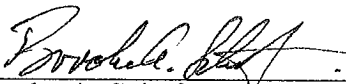
2 As is set forth in the attached addendum, the additional investigation matters also  
3 carry additional restitution conditions. Any order or recommendation that Respondent  
4 pay restitution in these matters should include the additional restitution to Marvin Neurer  
5 and Victor Rodriguez. These new conditions are meant to be in addition to the restitution  
6 listed in the Addendum to State Bar's Brief re: Level of Discipline, lodged December 11,  
7 2003.

8 **III. ALL OTHER DISCIPLINE CONDITIONS REMAIN THE SAME**

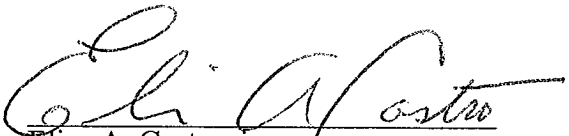
9 It is the parties' intention that all other matters already submitted to the Court in  
10 these cause numbers, including on the subject of discipline and conditions of Pilot  
11 Program, other than those set forth herein, shall remain the same.

12 Respectfully submitted,

13  
14 Date: August 13, 2004

15   
16 Brooke A. Schafer  
17 Deputy Trial Counsel  
18 Office of Chief Trial Counsel

19 Date: August 9<sup>th</sup>, 2004

20   
21 Elisa A. Castro, in pro per  
22 Respondent  
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1                    **ADDENDUM TO STIPULATED FACTS and CONCLUSIONS OF LAW**  
2                    **STATE BAR PILOT PROGRAM**

3                    IN THE MATTER OF:        **ELISA A. CASTRO**, bar no. 171814

4                    CASE NUMBER(S):        03-O-4969 and 03-O-5208

5                    **Prior Stipulation Incorporated Herein**

6                    This addendum is intended to supplement the Stipulation re: Facts and  
7                    Conclusions of Law in case nos. 02-O-10522 et al., which the parties lodged with the Pilot  
8                    Program Court on December 15, 2003 (the "Prior Stipulation"). The Prior Stipulation is  
9                    also incorporated as if fully set forth herein. It is the parties' intention that matters related  
10                   to discipline, including without limitation Pilot Program conditions, remain the same as  
11                   those established in the Prior Stipulation, except that the matters involved herein shall  
12                   result in additional restitution conditions.

13                   **Investigation no. 03-O-4969 (Neurer matter)**

14                   1. In May 2001 Marvin Neurer hired Respondent to represent him in a marital  
15                   dissolution case in which his wife was the petitioner. Neurer paid Respondent \$1500.00  
16                   the day he hired her and another \$1500.00 in August 2001. Including money for court  
17                   costs Neurer paid Respondent at least \$3232.00.

18                   2. On November 16, 2001, the court granted the parties' divorce. Petitioner made  
19                   an oral motion to modify spousal support, and the court set a hearing on the issue for  
20                   December 14, 2001. Both parties had notice of the hearing date and time. Further, the  
21                   court ordered both sides to file updated income and expense declarations at least five days  
22                   prior to the hearing.

23                   3. Respondent did not file updated income and expense declarations prior to  
24                   December 14, 2001, nor did she seek the information necessary to prepare same from her  
25                   client Neurer. On December 14, 2001, Respondent telephonically sought a continuance of  
26                   the hearing on spousal support modification. The court granted the continuance and set  
27                   the new hearing date for February 7, 2002, at 8:00 a.m. Respondent had notice of the new  
28                   date and time.

29                   4. Respondent did not file updated income and expense declarations prior to  
30                   February 7, 2002, nor did she seek the information necessary to prepare same from her  
31                   client Neurer. On February 6, 2002, a staff member from Respondent's office telephoned  
32                   Neurer and told him the next day's hearing would be continued again, and that he would  
33                   not have to appear. At no time, however, did Respondent seek court permission to  
34                   continue the hearing, nor did she notify the court in any way that she would not be  
35                   appearing.

36                   5. Neither Respondent nor Neurer appeared at the February 7, 2002, hearing.  
37                   However, petitioner did appear, and the court went ahead with the hearing. Following the  
38                   hearing the court made temporary orders modifying the spousal support that Neurer would  
39                   have to pay.

40                   //  
41                   //

1 6. Respondent states that she believed the February 7, 2002, hearing would be  
2 continued, based on her conversations with the pro se petitioner. However, Respondent  
3 did not notify the court or otherwise seek court approval of a continuance.

4 7. Respondent did not submit Neurer's updated income and expense declarations  
5 until February 27, 2002, when she filed a request for OSC to modify the temporary orders  
6 of February 7, 2002. Nowhere in her supporting papers, however, did she mention the  
7 "agreement" she thought she had with the petitioner to obtain a continuance on February  
8 7, 2002.

9 8. Neurer hired another attorney to represent him at the next hearing to modify the  
10 temporary orders of February 7, 2002. In late March 2002 hearing was held where Neurer  
11 appeared with his new attorney. The court reduced the spousal support award by nearly  
12 half.

13 Conclusion of Law no. 03-O-4969

14 - By not filing updated income and expense declarations, nor seeking information  
15 to update same from her client until after the February 7, 2002, hearing; by not appearing  
16 at the February 7, 2002, hearing; by not seeking court approval to continue the February 7,  
17 2002, hearing; and by not informing the court that Petitioner had "sandbagged" her client  
18 by going ahead with the February 7, 2002, hearing, Respondent repeatedly failed to  
19 perform legal services with competence in violation of Rules of Professional Conduct,  
20 rule 3-110(A).

21 Investigation no. 03-O-5208 (Rodriguez matter)

22 9. Victor Rodriguez hired Respondent on June 27, 2003, to represent him in a  
23 felony criminal matter. Rodriguez paid Respondent \$5000.00 in advance fees for her  
24 services. The day he hired her, Rodriguez was remanded into custody and held on "no  
25 bail" status. Rodriguez was facing a "third strike" and potential life sentence. Shortly  
26 after being hired another client of Respondent's, Jose Briseno, who was also a friend of  
27 Rodriguez, agreed to apply a \$5000.00 credit he had with Respondent to Rodriguez's legal  
28 defense. Thus, the total paid to Respondent for Rodriguez's defense was \$10,000.00.

10. Between June 27, 2003, when she was hired, and September 17, 2003, when  
she was fired, Respondent failed to ever bring a bail motion before the court, even though  
Rodriguez was eligible to have bail set. As a result Rodriguez remained in jail.

11. Rodriguez named Maria Barrios, his wife, as his contact person while he was  
incarcerated. Respondent knew that she could relay messages through Barrios.

12. On August 4, 2003, a member of Respondent's staff told Barrios that a motion  
for bail would be heard on August 7, 2003. No such motion was ever filed, however, and  
there was no hearing on August 7, 2003.

13. Subsequently Barrios was told by Respondent's office that a bail motion  
would be filed and heard by August 14, 2003. However, no bail motion was filed by that  
date and no bail hearing was held on that date.

14. On August 18, 2003, Barrios spoke to Respondent. Respondent told her that a  
bail motion would be filed no later than August 22, 2003. Later on August 18<sup>th</sup>, however,  
Respondent notified Barrios that she would be ready to meet her the next day, August 19<sup>th</sup>,

1 to go over her declaration and to file the bail motion.

2 15. Respondent did not meet with Barrios on August 19, 2003, nor did she file a  
3 bail motion. However, Respondent's office did fax a draft declaration to Barrios on  
4 August 19<sup>th</sup>, which she corrected for accuracy and faxed back to Respondent's office the  
5 same day.

6 16. Respondent did not file a motion for bail by August 22, 2003. Respondent's  
7 office told Barrios it would be filed by August 25, 2003. It was not filed by that day.

8 17. On September 3, 2003, Respondent's office informed Barrios that the bail  
9 motion had been filed the previous day, September 2<sup>nd</sup>. In fact, however, it had not been  
10 filed.

11 18. On September 8, 2003, after many attempts to reach Respondent's office, a  
12 staff member told Barrios that the court rejected the bail motion for filing because it was  
13 not in proper form.

14 19. Thereafter no further attempt to file a bail motion was made by Respondent.  
15 On September 17, 2003, Rodriguez hired a new attorney and notified Respondent she was  
16 being fired. On September 18, 2003, Respondent was informed of the identity of  
17 Rodriguez's new attorney.

18 20. Work performed by Respondent on Rodriguez's matter was preliminary in  
19 nature and did not confer a benefit on Rodriguez.

20 21. On October 20, 2003, Rodriguez sent Respondent a letter in which he (1)  
21 requested a return of unearned fees and an accounting, and (2) requested she forward his  
22 file to his new attorney. Respondent received this letter, but she did not comply with any  
23 of its requests.

24 22. On November 20, 2003, Barrios on behalf of Rodriguez sent Respondent  
25 another written request for return of fees, accounting and client file. On November 24,  
26 2003, Respondent replied in writing to Barrios. In the letter Respondent made further  
27 excuses and stated she needed more time and information from them to comply with their  
28 requests.

29 23. On January 28, 2004, Rodriguez's new attorney, David Haas, wrote to  
30 Respondent, reiterating his many efforts to obtain Rodriguez's file from her, and again  
31 requesting that she forward the case file to him. In addition, Haas made another request  
32 on behalf of his client for an accounting and refund of unearned fees. Respondent  
33 received this letter. Respondent did not respond in any way to these requests.

34 24. As of result of Respondent's failure to forward the client file to Haas, Haas  
35 had to recreate a file by obtaining discovery, reports, photographs, and the like from the  
36 district attorney and court reporter.

37 25. In February 2004 Respondent finally produced an accounting in Rodriguez's  
38 matter. Even by her own accounting she indicated Rodriguez was owed a refund of over  
\$2000.00. However, to date no refund has been made.

26 On March 30, 2004, Respondent's counsel told a State Bar investigator in  
27 writing, *inter alia*: "Ms. Castro was not aware that Mr. Rodriguez was demanding a  
28

1 refund and accounting, or the release of his file until advised by the State Bar [in February  
2 2004]. Since then she has sent Mr. Rodriguez an accounting and forwarded his file to his  
3 current attorney.”

3 27. In fact, however, Respondent knew about Rodriguez’s requests for  
4 accounting, refund and return of file as early as September 2003. In September 2003  
5 Respondent told a court clerk named Bobby Healy that she would have Rodriguez’s file  
6 sent by messenger within a day. Also in September 2003, Respondent credited Jose  
7 Briseno’s account with the \$5000.00 he had given for Rodriguez’s defense. Moreover, in  
8 November 2003 Respondent wrote a letter to Barrios in which she addressed all of her  
9 client’s requests for refund, accounting and return of file. Respondent provided  
10 information to her attorney she knew to be untrue, knowing this information would in turn  
11 be provided to the State Bar investigator. Respondent relayed this untrue information,  
12 *inter alia*, in an effort to conceal her culpability in a disciplinary matter.

#### 9 Conclusion of Law no. 03-O-5208

10 – By failing to file a motion for bail in approximately three months when her client  
11 was eligible to have bail set; by filing an improper motion for bail; by repeatedly failing to  
12 have a bail motion filed by the date she told her client she would have it filed; by failing to  
13 provide a proper accounting upon termination despite being requested she do so; and by  
14 failing to deliver her client’s file to his new attorney despite requests that she do so,  
15 Respondent repeatedly failed to perform legal services with competence in violation of  
16 Rules of Professional Conduct, rule 3-110(A).

17 – By not refunding any of the unearned fees paid despite being asked that she do  
18 so, Respondent failed to refund unearned fees, in willful violation of Rule of Professional  
19 Conduct 3-700(D)(2).

20 – By knowingly providing false information to her attorney as to material matters,  
21 knowing that it would be passed on to the State Bar investigating the matter Respondent  
22 committed acts of moral turpitude in violation of Business and Professions Code section  
23 6106.

## 18 **II. RULE 133 NOTICE OF PENDING PROCEEDINGS**

19 Respondent was notified in writing of any pending investigations not included in  
20 this stipulation, pursuant to Rule 133(12), on August 5, 2004.

## 21 **III. PARTIAL WAIVER OF CONFIDENTIALITY AND RESTITUTION 22 CONDITIONS**

### 23 Waivers re Confidentiality and Restitution Efforts

24 The parties agree that it is appropriate, given the intent of the Pilot Program, that  
25 restitution be paid as soon as practicable. Respondent understands and agrees that the  
26 State Bar Client Security Fund (“CSF”) can, in some cases, pay restitution in these  
27 matters, with the Respondent then responsible for reimbursing CSF for any such amounts  
28 it has paid. Respondent acknowledges that to the extent CSF has paid only principal  
amounts he will still be liable for interest payments to the claimants where appropriate. In  
order that CSF can pay the claimants at an early date, however, it is necessary that  
Respondent partially waive confidentiality to effectuate those purposes. By entering into

1 this stipulation Respondent makes the following express waivers, pursuant to Rule of  
2 Procedure 805.

3 ● Respondent expressly waives any objection to immediate payment by the State  
4 Bar's Client Security Fund upon a claim(s) for the principal amounts of restitution as set  
5 forth in the Stipulation re: Facts and Conclusions of Law.

6 ● Respondent waives any objections related to the State Bar's (including OCTC,  
7 Client Security Fund or State Bar Court) notification to former clients and/or victims of  
8 misconduct regarding the amounts due to them under the restitution schedule herein  
9 (whether principal or interest), or regarding assistance in obtaining restitution or payment  
10 from the Client Security Fund or from Respondent, at any time after Respondent's  
11 admission to the Pilot Program. Respondent expressly waives confidentiality for purposes  
12 of effectuating this section re: restitution, has reviewed Rule of Procedure, rule 805 and  
13 has had opportunity to consult with counsel prior to this waiver(s).

9 Additional Restitution Amounts

10 As a condition of Pilot Program compliance in this matter, Respondent shall pay  
11 the following additional restitution (and/or to the Client Security Fund, if appropriate) in  
12 the following amounts plus 10 percent interest per annum accruing from the dates  
13 indicated. To the extent Respondent has paid any restitution prior to the effective date of  
14 the order arising from this stipulation she shall be given credit for such payments provided  
15 satisfactory proof is shown to the Probation Unit of the State Bar:

14 1. Case no. 03-O-4969

15 Respondent agrees to write to Marvin Neurer within thirty (30) days from the  
16 date he signs this stipulation, and therein to offer to initiate and participate in fee  
17 arbitration regarding any outstanding fee dispute with him upon his request. Respondent  
18 shall retain a copy of such letter for the entire period of his pilot program contract and  
19 present it to State Bar Court, State Bar Probation or the Office of Chief Trial Counsel  
20 upon request. Respondent further agrees to initiate and to participate in fee arbitration  
21 upon Marvin Neurer's request, and to abide by the decision of the fee arbitrator.  
22 Respondent understands and agrees that his failure to write, and retain a copy of, the  
23 letter, or to initiate or participate in fee arbitration upon Marvin Neurer's request, or to  
24 abide by the decision of the fee arbitrator, may result in violation of his Pilot Program  
25 agreement.

20 2. Case no. 03-O-5208

21 \$5000.00 plus interest from October 1, 2003, to Victor Rodriguez.

22 //// End of Stipulation ////

# PUBLIC MATTER

1 THE STATE BAR OF CALIFORNIA  
 2 OFFICE OF THE CHIEF TRIAL COUNSEL  
 3 ENFORCEMENT  
 4 MIKE ANCHETA NISPEROS, Jr., bar no. 85495  
 5 CHIEF TRIAL COUNSEL,  
 6 BROOKE A. SCHAFER, bar no.194824  
 7 DEPUTY TRIAL COUNSEL  
 8 1149 South Hill Street  
 9 Los Angeles, California 90015-2299  
 10 Telephone: (213) 765-1000

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DEC - 16, 2004

STATE BAR COURT  
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11 THE STATE BAR COURT  
 12  
 13 THE PROGRAM - LOS ANGELES

14 In the Matter of ) Case Nos. 02-O-10522-RMT, et al.  
 15 )  
 16 ) PARTIES' SECOND ADDENDUM  
 17 ) TO STIPULATION RE: FACTS AND  
 18 ) CONCLUSIONS OF LAW,  
 19 ) REGARDING INVESTIGATION  
 20 ) CASE No. 04-0-13983  
 21 )  
 22 )  
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29 The State Bar of California, Office of Chief Trial Counsel, through Deputy Trial  
 30 Counsel Brooke Schafer, and Respondent, Elisa A. Castro, submit this Second Addendum  
 31 to the Stipulation re: Facts and Conclusions of Law previously lodged on December 15,  
 32 2003. This Addendum relates solely to investigation no. 04-O-13983.

## 33 I. INCORPORATION OF PRIOR STIPULATION

34 This addendum is intended to supplement the Stipulation re: Facts and  
 35 Conclusions of Law in case nos 02-O-10522 et al., which the parties lodged with the Pilot  
 36 Program Court on December 15, 2003 (the "Prior Stipulation"). The Prior Stipulation is  
 37 also incorporated as if fully set forth herein. Attached hereto is the parties' stipulation as  
 38 to facts and conclusions of law in investigation. 04-O-13983, involving complainant Marc  
 39 DeAnde.

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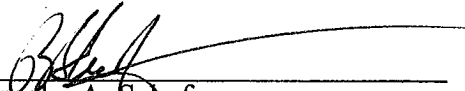


1 **II. ALL OTHER DISCIPLINE CONDITIONS REMAIN THE SAME**

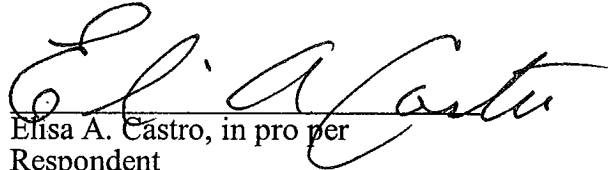
2 It is the parties' intention that all other matters already submitted to the Court in  
3 these cause numbers, including on the subject of discipline and conditions of the Program,  
4 other than those set forth herein, shall remain the same.

5 Respectfully submitted,

6  
7 Date: December 9, 2004

8   
9 Brooke A. Schafer  
Deputy Trial Counsel  
Office of Chief Trial Counsel

10  
11 Date: December 9, 2004

12   
13 Elisa A. Castro, in pro per  
Respondent

1                    **ADDENDUM TO STIPULATED FACTS and CONCLUSIONS OF LAW**  
2                    **STATE BAR PILOT PROGRAM**

3                    IN THE MATTER OF:        **ELISA A. CASTRO**, bar no. 171814

4                    CASE NUMBER(S):        04-O-13983 (investigation)

5                    **Prior Stipulation Incorporated Herein**

6                    This addendum is intended to supplement the Stipulation re: Facts and  
7                    Conclusions of Law in case nos. 02-O-10522 et al., which the parties lodged with the Pilot  
8                    Program Court on December 15, 2003 (the "Prior Stipulation"). The Prior Stipulation is  
9                    also incorporated as if fully set forth herein. It is the parties' intention that matters related  
10                   to discipline, including without limitation Pilot Program conditions, remain the same as  
11                   those established in the Prior Stipulation.

12                   **Investigation no. 04-O-13983 (DeAnde matter)**

13                   1. In April 2004 Marc DeAnde was arrested on several criminal charges. He  
14                   hired Respondent on May 11, 2004, to represent him, and on that date DeAnde paid  
15                   Respondent \$5000.00 in partial payment of her \$15,000.00 fee. Later DeAnde paid an  
16                   additional \$500.00 toward the fee.

17                   2. On June 15, 2004, to secure her fees Respondent had DeAnde sign a Note  
18                   Secured by Deed of Trust ("Trust Deed") reflecting an amount of \$24,500.00.  
19                   Contemporaneously, Respondent provided DeAnde with a written Agreement to Rescind  
20                   Deed of Trust, dated June 15, 2004, which provided that the Trust Deed would be  
21                   rescinded if his account balance was paid in full prior to August 15, 2004. (Under the  
22                   terms of their new agreement, the remaining balance was \$9500.00 if the matter settled  
23                   prior to trial and \$24,500.00 if the matter went to trial).

24                   3. On July 22, 2004, De Ande pleaded guilty and therefore did not proceed to  
25                   trial. However, on July 27, 2004, the Trust Deed was recorded in the amount of  
26                   \$24,500.00.

27                   4. At the time De Ande signed the Trust Deed he had not been advised in writing  
28                   that he could seek independent legal advice, nor had he been given reasonable opportunity  
29                   to seek that advice.

30                   5. De Ande filed a complaint with the State Bar on August 17, 2004,  
31                   complaining, among other things, about the Trust Deed.

32                   6. In mid-September 2004 Respondent reconveyed the Trust Deed, after De  
33                   Ande signed a promissory note for the remainder due on Respondent's fee.

34                   **Conclusion of Law no. 03-O-4969**

35                   – By not advising De Ande in writing that he may seek the independent advice of a  
36                   lawyer of his own choosing prior to entering into the Trust Deed security arrangement,  
37                   and by not providing a reasonable opportunity to seek that advice prior to signing the  
38                   Trust Deed, Respondent wilfully violated Rules of Professional Conduct, rule 3-300(B).

1 **II. RULE 133 NOTICE OF PENDING PROCEEDINGS**

2 Respondent was notified in writing of any pending investigations not included in  
3 this stipulation, pursuant to Rule 133(12), on December 9, 2004.  
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5 *//// End of Stipulation ////*  
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**PUBLIC MATTER**

**ORIGINAL**

1 THE STATE BAR OF CALIFORNIA  
2 OFFICE OF THE CHIEF TRIAL COUNSEL  
3 **SCOTT J. DREXEL**, No. 65670  
4 CHIEF TRIAL COUNSEL  
5 **PATSY J. COBB**, No. 107793  
6 DEPUTY CHIEF TRIAL COUNSEL  
7 **JAYNE KIM**, No. 174614  
8 ASSISTANT CHIEF TRIAL COUNSEL  
9 **DAVID T. SAUBER**, No. 176554  
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11 1149 South Hill Street  
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**APR 15 2008**  
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**RECEIVED**

**DEC 13 2007**

STATE BAR COURT  
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LOS ANGELES

**THE STATE BAR COURT**

**ALTERNATIVE DISCIPLINE PROGRAM - LOS ANGELES**

12 In the Matter of )  
13 **ELISA ANN CASTRO**, )  
14 No. 171814 )  
15 )  
16 A Member of the State Bar )  
17 )

) Case No. 02-O-10522 et al.  
) **PARTIES' ADDENDUM TO**  
) **STIPULATION RE: FACTS AND**  
) **CONCLUSIONS OF LAW, REGARDING**  
) **STATE BAR CASE NO. 06-O-13303**

18 The State Bar of California, Office of Chief Trial Counsel, through Deputy Trial Counsel  
19 David T. Sauber, and Respondent, Elisa Ann Castro, submit this Addendum to the Stipulation re:  
20 Facts and Conclusions of Law previously lodged on or about December 15, 2003. This Addendum  
21 relates solely to State Bar file no. 06-O-13303.

22 **I. INCORPORATION OF PRIOR STIPULATION**

23 This addendum is intended to supplement the Stipulation re: Facts and Conclusions of Law  
24 in case no. 02-O-10522 et al., which the parties lodged with this Court on or about December 15,  
25 2003 (the "Prior Stipulation"). The Prior Stipulation is also incorporated as if fully set forth herein.  
26 Attached hereto is the parties' stipulation as to facts and conclusions of law in State Bar file no 06-  
27 O-13303, involving recent misconduct. At this time there are no other investigations pending  
28 against Respondent.

1 **II. THE PARTIES UNDERSTAND THAT THE DISCIPLINE RECOMMENDATION**  
 2 **PREVIOUSLY MADE BY THE STATE BAR WILL NOT BE REVISED.**

3 The parties understand that, although there is a new matter of misconduct which forms the  
 4 basis of this Addendum, the discipline recommended by the State Bar will not be revised. The State  
 5 Bar asserts that the discipline noted it previously submitted in this matter recommends levels of  
 6 discipline which would also cover this one newly-added matter of misconduct.

**RESPECTFULLY SUBMITTED.**

**DAVID T. SAUBER**  
 Deputy Trial Counsel  
 Office of Chief Trial Counsel

Date: 12-13, 2007

**ELISA ANN CASTRO**  
 Respondent

Date: 12/13, 2007

**ADDENDUM TO STIPULATED FACTS and CONCLUSIONS OF LAW**  
**STATE BAR ALTERNATIVE DISCIPLINE PROGRAM**

IN THE MATTER OF: **ELISA ANN CASTRO**

MEMBER # **171814**

CASE NUMBER(s): **06-O-13303**

**STIPULATED FACTS AND CONCLUSIONS OF LAW**

**Prior Stipulation Incorporated Herein**

1. This addendum is intended to supplement the Stipulation re: Facts and Conclusions of Law in case nos. 02-O-10522 et al., which the parties lodged with the Alternative Discipline Program ("ADP") Court on or about December 15, 2003 (the "Prior Stipulation"). The Prior Stipulation is also incorporated as if fully set forth herein.

2. The case described herein was filed subsequent to the Prior Stipulation being entered with the Court. Respondent is currently a participant in the Alternative Discipline Program.

**Facts for Case no. 06-O-13303**

3. In or about May 2002, Norma H. Pitcher ("Mrs. Pitcher") employed Respondent to represent her in a pending family law matter entitled *Norma H. Pitcher v. Stephen D. Pitcher*, Riverside County Superior Court Case No. RID195615.

4. On or about April 24, 2003, at an OSC hearing re. spousal support and attorney fees and costs filed by plaintiff, the defendant failed to appear. Respondent appeared with Mrs. Pitcher. The court ordered that the OSC hearing be continued to June 26, 2003, and that Respondent give notice to the defendant.

5. On or about June 26, 2003, Respondent failed to appear on behalf of Mrs. Pitcher. The court ordered that the OSC hearing re. spousal support be continued to October 6, 2003, and set an OSC hearing re. sanctions against Respondent for failure to appear for October 6, 2003. On or about July 9, 2003, the court clerk sent Respondent a notice. Respondent received the notice.

6. On or about October 6, 2003, Respondent did not appear at the scheduled OSC hearings. The court ordered sanctions in the amount of \$2500 against Respondent. Respondent was served with the order of sanctions and received notice.

7. In or about August 2006, Respondent reported the judicial sanctions imposed against her to the State Bar.

8. On or about September 10, 2007, the Court in Case No. RID195615 reduced the sanctions amount from \$2500 to \$250. The minute order reflects that the Court made this order after considering a letter submitted by Respondent to the Court regarding the facts that led to the earlier sanctions order.

9. On or about September 13, 2007, Respondent paid the \$250 sanctions by check no. 5447.

**Conclusion of Law for Case No. 06-O-13303**

By waiting three years to report judicial sanctions that were imposed against her,

(Do Not Write Above This Line)

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Respondent failed to report to the agency charged with attorney discipline, in writing, within 30 days of the time Respondent had knowledge of the imposition of any judicial sanctions against Respondent in wilful violation of Business and Professions Code, section 6068(o)(3).

### **RULE 133 NOTICE OF PENDING PROCEEDINGS**

Respondent was notified in writing of any pending investigations not included in this stipulation, pursuant to Rule 133(12), on December 13, 2007.

### **POTENTIAL INCREASE IN DISCIPLINE**

Respondent understands that the matters in this addendum, being additional misconduct, could result in the Office of Chief Trial Counsel seeking – and/or the State Bar Court recommending – additional ADP conditions or increased discipline in the underlying cases, up to and including disbarment. In addition, her length of participation in the court's Alternative Discipline Program could be extended. However, the Office of Chief Trial Counsel will not seek additional ADP conditions or increased discipline as it has determined that the previously submitted discipline brief recommends levels of discipline which also cover this one newly-added matter of misconduct.

### **OPPORTUNITY TO SEEK COUNSEL**

Respondent acknowledges that she has had full opportunity to read and understand this agreement, and to seek counsel if necessary, prior to signing.

//// END OF ATTACHMENT ///