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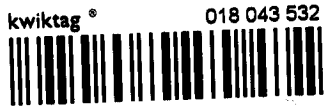
**State Bar Court of California
Hearing Department
Los Angeles
ACTUAL SUSPENSION**

<p>Counsel For The State Bar Brooke A. Schafer 1149 S. Hill St. Los Angeles, CA 90015 Bar # 194824</p>	<p>Case Number(s): 09-O-14921; 09-O-17787; 09-O-17869; 09-O-19068; 09-O-19452; 10-O-848; 10-O-1778; 10-O-1807; 10-O-1809; 10-O-1810; 10-O-1811; 10-O-1812; 10-O-2905; 10-O-2907; 10-O-3224; 10-O-4309; 10-O-4935; 10-O-7482; 10-O-8720; 11-O-12063</p>	<p>For Court use only FILED DEC 19 2011 <i>KA</i> STATE BAR COURT CLERK'S OFFICE LOS ANGELES PUBLIC MATTER</p>
<p>In Pro Per Respondent Joel Richard Bander 801 S. Grand Ave. 11th Floor Los Angeles, CA 90017 Bar # 119460</p>	<p>Submitted to: Settlement Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter of: Joel Richard Bander Bar # 119460 A Member of the State Bar of California (Respondent)</p>		

Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted December 10, 1985.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of **24** pages, not including the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."



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- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".
- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
 - Until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 5.130, Rules of Procedure.
 - Costs are to be paid in equal amounts prior to February 1 for the following membership years: 2013 & 2014. (Hardship, special circumstances or other good cause per rule 5.132, Rules of Procedure.) If Respondent fails to pay any installment as described above, or as may be modified by the State Bar Court, the remaining balance is due and payable immediately.
 - Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - Costs are entirely waived.

B. Aggravating Circumstances [for definition, see Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.

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

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- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. There are approximately 20 client matters involved, although the time-span is fairly short.
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

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

- (1) **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings. Respondent is given significant mitigation for early pre-filing settlement.
- (4) **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) **Restitution:** Respondent paid \$ _____ on _____ in restitution to _____ without the threat or force of disciplinary, civil or criminal proceedings.
- (6) **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) **Good Faith:** Respondent acted in good faith.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish was directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drug or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.

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- (12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) **No mitigating circumstances** are involved.

Additional mitigating circumstances:

D. Discipline:

- (1) **Stayed Suspension:**
- (a) Respondent must be suspended from the practice of law for a period of 12 months.
- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii) Standards for Attorney Sanctions for Professional Misconduct.
- ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. and until Respondent does the following:
- (b) The above-referenced suspension is stayed.

(2) **Probation:**

Respondent must be placed on probation for a period of 36 months, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)

(3) **Actual Suspension:**

- (a) Respondent must be actually suspended from the practice of law in the State of California for a period of Ninety (90) days.
- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct
- ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. and until Respondent does the following:

E. Additional Conditions of Probation:

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

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

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

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

F. Other Conditions Negotiated by the Parties:

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

further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 5.162(A) & (E), Rules of Procedure.

No MPRE recommended. Reason:

- (2) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (3) **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 120 and 130 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (4) **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension:
- (5) **Other Conditions:** Within ninety (90) days of the effective date of the resulting Supreme Court Order herein, Respondent agrees to perform the following:

- (1) Respondent shall provide a written accounting of fees to each of the clients named below.
- (2) Respondent shall offer to arbitrate his fees, in writing, to each of the clients named below. In connection with his agreement to offer and participate in fee arbitration, Respondent also agrees to waive objections to any fee arbitration based on statutes of limitations, and agrees to waive objection to any client appearing by telephone or through a third party representative at any hearing associated with fee arbitration.
- (3) Respondent agrees to comply with any and all resulting fee arbitration awards in favor of any of the clients named below.
- (4) Respondent shall provide copies of all written offers to arbitrate fees, as outlined above, to the State Bar's Office of Probation within ninety-five (95) days of the effective date of the resulting Supreme Court order herein. Respondent shall also retain copies of same and provide them upon request by the State Bar's Office of Probation, Office of Chief Trial Counsel or State Bar Court.

The CLIENTS to whom the accountings and written offers to arbitrate should be directed, as set forth above, are:

- 1) Viken Melkonian; 2) Mary Lapitan; 3) Justin Kim; 4) Cesar Redoble; 5) Moon Sun Lee;
- 6) Jasmine Nieves; 7) Simon and Carol In; 8) Amy and Celso Dilasaymo; 9) Joseph Pascasio;
- 10) Josefina and Rodolfo Cuaderno; 11) Blanca Rayon; 12) Mitus Quevedo; 13) Hang Lee; 14) Jaime Cortez;
- 15) Wydell Madison; 16) Ae Yang; 17) Robert Tolentino; 18) Elena Jacang; and
- 19) Ledinia Francisco.

Should Respondent need assistance in locating addresses for the above clients the State Bar, Office of Chief Trial Counsel, agrees to assist Respondent in providing addresses, upon written request for same by Respondent.

In the Matter of

Case number(s):

Joel R. Bander

09-0-14921, et al.

A Member of the State Bar, # 119460

NOLO CONTENDERE PLEA TO STIPULATION AS TO FACTS, CONCLUSIONS OF LAW AND DISPOSITION

Bus. & Prof. Code § 6085.5 Disciplinary Charges; Pleas to Allegations

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

- (a) Admission of culpability.
- (b) Denial of culpability.
- (c) **Nolo contendere, subject to the approval of the State Bar Court. The court shall ascertain whether the member completely understands that a plea of nolo contendere shall be considered the same as an admission of culpability and that, upon a plea of nolo contendere, the court shall find the member culpable. The legal effect of such a plea shall be the same as that of an admission of culpability for all purposes, except that the plea and any admission required by the court during any inquiry it makes as to the voluntariness of, or the factual basis for, the pleas, may not be used against the member as an admission in any civil suit based upon or growing out of the act upon which the disciplinary proceeding is based. (Added by Stats. 1996, ch. 1104.) (emphasis supplied)**

Rule 133, Rules of Procedure of the State Bar of California STIPULATION AS TO FACTS, CONCLUSIONS OF LAW AND DISPOSITION

- (a) A proposed stipulation as to facts, conclusions of law, and disposition must set forth each of the following:

...

- (5) a statement that Respondent either
 - (i) admits the facts set forth in the stipulation are true and that he or she is culpable of violations of the specified statutes and/or Rules of Professional Conduct or
 - (ii) **pleads nolo contendere to those facts and violations. If the Respondent pleads nolo contendere, the stipulation shall include each of the following:**
 - (a) **an acknowledgement that the Respondent completely understands that the plea of nolo contendere shall be considered the same as an admission of the stipulated facts and of his or her culpability of the statutes and/or Rules of Professional Conduct specified in the stipulation; and**
 - (b) **if requested by the Court, a statement by the Deputy Trial Counsel that the factual stipulations are supported by evidence obtained in the State Bar investigation of the matter (emphasis supplied)**

I, the Respondent in this matter, have read the applicable provisions of Bus. & Prof. Code § 6085.5 and rule 133(a)(5) of the Rules of Procedure of the State Bar of California. I plead nolo contendere to the charges set forth in this stipulation and I completely understand that my plea must be considered the same as an admission of culpability except as state in Business and Professions Code section 6085.5(c).

Date

12/7/11

Signature

Joel R. Bander

Print Name

Joel R. Bander

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: JOEL RICHARD BANDER

CASE NUMBER(S): 09-O-14921; 09-O-17787; 09-O-17869; 09-O-19068;
09-O-19452; 10-O-848; 10-O-1778; 10-O-1807; 10-O-1809; 10-O-1810; 10-O-1811; 10-O-1812; 10-O-2905;
10-O-2907; 10-O-3224; 10-O-4309; 10-O-4935;
10-O-7482; 10-O-8720; 11-O-12063

FACTS AND CONCLUSIONS OF LAW.

Respondent enters a plea of nolo contendere, as evidenced elsewhere in this stipulation. Respondent does not contest the following facts and conclusions of law as to the specified statutes and/or Rules of Professional Conduct.

Case No. 09-O-17787 (Complainant: Melkonian)

FACTS:

1. In December 2008, Viken Melkonian employed Respondent's law firm, Bander Law Firm, for legal services related to his real property in North Hills, California. Melkonian paid \$4500.00 against the \$8500.00 fee quoted in the retainer agreement. The retainer agreement stated, *inter alia*, that Respondent was being hired for: "Evaluation, negotiation and/or litigation of any and all claims or causes of actions relating to Client's residential mortgage."

2. During the period of Respondent's representation, from date of hire to August 2009, Melkonian grew increasingly dissatisfied with Respondent's representation. Melkonian terminated Respondent's representation in or about August 2009 and requested a refund. At the time Respondent was terminated he had not completed all work for which he was retained and had not earned all advance fees.

3. Respondent never refunded any fees and never provided an accounting.

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CONCLUSIONS OF LAW:

4. By failing to provide an accounting to Melkonian following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

5. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 09-O-19068 (Complainant: Lapitan)

FACTS:

6. In April 2009, Mary Lapitan ("Lapitan") employed Respondent's law firm, Bander Law Firm, to represent her with regard to real property in Chino Hills, California. Lapitan paid \$6000.00.

7. During the period of representation, Lapitan grew dissatisfied with Respondent's legal services. In September 2009 Lapitan learned from her lender that her home was scheduled for foreclosure. Lapitan fired Respondent the following week and requested a refund of fees.

8. At the time Lapitan fired Respondent, Respondent had not completed the work for which he was retained, nor had he earned all advanced fees.

9. Respondent at no time provided an accounting to Lapitan, nor has Respondent refunded any advanced fees.

CONCLUSIONS OF LAW:

10. By failing to provide an accounting to Lapitan following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

11. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 09-O-19452 (Kim)

FACTS

12. In February 2009, Justin Kim ("Kim") hired Respondent's law firm, Bander Law Firm, to pursue mortgage litigation with respect to three rental properties Kim owned in Cypress, California. Kim paid a total of \$25,000.00 for mortgage litigation on the three properties.

13. Respondent's agents submitted loan modification applications for Kim's properties instead of pursuing mortgage litigation. The loan modification applications were denied, among other things, because they could not be offered on rental properties. Kim's retainer agreement stated, among other things, that if there was insufficient legal basis to proceed with loan litigation, the attorney would refund all but \$500.00 of the legal fees. Respondent has refunded none of the fees Kim paid him in advance.

14. At no time has Respondent provided an accounting to Kim.

CONCLUSIONS OF LAW:

15. By failing to provide an accounting to Kim following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

16. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 10-O-1810 (Redoble)

FACTS

17. In November 2008, Cesar Redoble ("Redoble") employed Respondent's law firm, Bander Law Firm, for mortgage litigation services.

18. Redoble's retainer agreement stated, *inter alia*, that Respondent's law firm was employed to evaluate, negotiate and/or litigate any and all claims or causes of action relating to Redoble's residential mortgage, and that if, following an analysis of the legal merits of Redoble's documents, there

is an insufficient basis to proceed with representation, Respondent would refund all but \$500.00 of the legal fees paid.

19. Redoble paid Respondent \$5000.00 of the \$6000.00 fee quoted in the retainer agreement.

20. In July 2009, Redoble received notice of trustee sale. Subsequent to the sale Redoble effectively terminated Respondent's representation.

21. At no time did Respondent or Bander Law Firm file a lawsuit on Redoble's behalf.

22. At no time did Respondent refund any part of the fees Redoble paid his law firm, despite a decision by Respondent and/or his agents not to pursue mortgage litigation, despite the retainer agreement providing for a refund, and despite having not earned all the fees Redoble paid.

23. At no time did Respondent provide an accounting to Redoble.

CONCLUSIONS OF LAW:

24. By failing to provide an accounting to Redoble following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

25. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 10-O-1807 (Lee)

FACTS

26. In January 2009, Moon Sung Lee ("Lee") retained Respondent's law firm, Bander Law Firm, to represent him with respect to mortgage litigation.

27. Respondent's retainer agreement stated, among other things, that Respondent was employed to evaluate, negotiate and/or litigate any and all claims or causes of action relating to Lee's residential mortgage. Moreover, it specified that if, following an analysis of the legal merits of Lee's documents, there was an insufficient basis to proceed with representation, Respondent would refund all but \$500.00 of the legal fees paid.

28. Lee paid \$10,000.00 to Respondent for legal services.

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29. In or about December 2009, Lee terminated Respondent's employment and asked for an accounting and refund of unearned fees. At the time Respondent had not completed the work for which he was hired, nor did he earn all of the advance fees Lee paid.

30. At no time has Respondent provided an accounting. At no time has Respondent refunded any advance fees.

CONCLUSIONS OF LAW:

31. By failing to provide an accounting to Lee following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

32. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 10-O-1812 (Nieves)

FACTS

33. Jasmine Nieves employed Respondent's law firm, Bander Law Firm, in December 2008. Nieves signed a retainer agreement on or about December 12, 2008, for legal services relating to the "evaluation, negotiation and/or litigation of any and all claims of causes of action relating to [Nieves'] residential mortgage" on her home in Paramount, California. Nieves paid \$6000.00 for legal services.

34. In July 2009, Nieves received a Notice of Default from her lender, and informed Bander Law Firm of the Notice of Default.

35. Dissatisfied with the services provided, Nieves ended the attorney-client relationship in September 2009. Respondent did not fully earn the advance fees paid by Nieves. At the time of termination, Respondent did not complete the work for which he had been hired, nor had he earned all advance fees.

36. Respondent has not refunded any fees to Nieves, nor has he provided an accounting.

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CONCLUSIONS OF LAW:

37. By failing to provide an accounting to Nieves following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

38. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 10-O-1811 (The Ins)

FACTS

39. Simon and Carol In (the "Ins") employed Respondent's law firm, Bander Law Firm, in December 2008. The Ins paid Respondent \$7000.00 for legal services. Their retainer agreement stated that Respondent's law firm was to evaluate, negotiate and litigate any and all claims or causes of action relating to their residential mortgage.

40. In July 2009, the Ins' lender informed them they were in "pre-foreclosure" status. Dissatisfied with Respondent's representation, the Ins terminated Respondent and asked for a refund of fees paid. At the time the Ins terminated Respondent he had not completed all work for which he was retained, nor had he earned all advanced fees. At no time has Respondent refunded any of the advance fees paid, nor has he provided an accounting.

CONCLUSIONS OF LAW

41. By failing to provide an accounting to the Ins following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

42. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

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Case no. 10-O-1809 (Dilasaymo)

FACTS

43. In March 2009 Amy Dilasaymo and Celso Dilasaymo retained Respondent's law firm, Bander Law Firm, for what they understood was to be litigation against their mortgage lender. The Dilasaymos paid \$6000.00 for legal services.

44. The Dilasaymos' retainer agreement provided that Respondent's law firm was being hired to "file any legal actions as may be advisable" and to evaluate, negotiate and/or litigate any and all claims and causes of action relating to the Dilasaymos' residential mortgage. The retainer agreement also stated, among other things, that if, following an evaluation of the Dilasaymos' file, the attorney determines there is insufficient legal basis to proceed with the representation, all but \$500.00 of the fees paid will be refunded.

45. Instead of pursuing litigation, Respondent applied for a loan modification on the Dilasaymos' behalf, which was denied. The Dilasaymos fired Respondent and requested a refund of advance fees. At the time he was fired Respondent had not completed all work for which he was retained, nor had he earned all advance fees. At no time has Respondent provided an accounting, nor has he refunded any unearned fees to the Dilasaymos.

CONCLUSIONS OF LAW

46. By failing to provide an accounting to the Dilasaymos following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

47. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 10-O-1778 (Pascasio)

FACTS

48. Joseph Pascasio ("Pascasio") employed Respondent's law firm, Bander Law Firm, in November 2008 to evaluate, negotiate and/or litigate any and all claims or causes of action relating to Pascasio's real property in Fontana, California. Pascasio paid \$6000.00 for legal services.

49. In March 2009 Pascasio received a notice from his lender that it was initiating foreclosure proceedings against his property and notified Respondent. Subsequently Pascasio grew dissatisfied with Respondent's representation, and on August 9, 2009, Pascasio terminated the services of Bander Law Firm and asked for a refund of fees. Respondent had not performed all the legal services he had contracted to provide prior to termination. Respondent did not earn the full amount of advance fees.

50. At no time did Respondent provide an accounting, and at no time did Respondent refund any of the advance fees paid.

CONCLUSIONS OF LAW

51. By failing to provide an accounting to Pascasio following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

52. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 09-O-14921 (Asuncion)

FACTS

53. Respondent represented Mercedes Asuncion, a plaintiff in a civil action against Krys Howard, et al., Los Angeles Superior Court case nos. BC342408, et al. ("Civil Suit").

54. On September 15, 2008, the Hon. Mary Ann Murphy found that plaintiff and Respondent maintained the Civil Suit when it was not warranted by existing law or by a non-frivolous argument for the extension, modification or reversal of existing law or the establishment of new law, in violation of CCP 128.7.

55. On December 3, 2008, Judge Murphy imposed monetary sanctions against the plaintiff and Respondent for the violations of CCP 128.7. Respondent and plaintiff were sanctioned \$8400.00, which is the total of three sanctions awards of \$2400.00, 3200.00, and 2800.00, all imposed against Respondent and plaintiff, and in favor of defendant Kris Howard. The sanctions were not for discovery violations.

56. Respondent at no time reported these sanctions to the State Bar.

CONCLUSION OF LAW

57. By not reporting the sanctions awards in the Civil Suit, 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).

Case no. 09-O-17869 (Cuaderno)

FACTS

58. In January 2009, Josefina and Rodolfo Cuaderno (the "Cuadernos") retained Respondent's law firm, Bander Law Firm, and paid \$3000.00, against the total agreed upon fee of \$8000.00.

59. After the Cuadernos employed Respondent, they grew dissatisfied with the quality of representation. In April 2009, the Cuadernos terminated their relationship with Respondent and asked for refund of unearned fees. At the time of termination, Respondent had not completed the work for which he was retained, and he had not earned all the advance fees paid.

60. At no time did Respondent refund any of the \$3000.00 advance fees paid by the Cuadernos. At no time did Respondent provide an accounting to the Cuadernos.

CONCLUSIONS OF LAW

61. By failing to provide an accounting to the Cuadernos following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

62. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

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Case no. 11-O-12063 (Rayon)

FACTS

63. Blanca Rayon ("Rayon") retained Respondent's law firm, Bander Law Firm, in October 2008, and paid \$8000.00 for legal services.

64. Respondent filed a civil complaint against Rayon's primary mortgagor, Bank of America/Countrywide, in August 2009 (the "Rayon Case"). In December 2009, Respondent filed a First Amended Complaint in the Rayon Case, to which the defendants filed a demurrer. Respondent did not file an opposition to the demurrer.

65. In early February 2010, Rayon terminated Respondent's services and requested a refund of fees, due to what Rayon felt was inadequate representation. At the time Respondent was terminated he had not completed the work for which he was hired, nor had he earned all advance fees. Respondent at no time refunded any fees, nor did he provide an accounting of fees and services.

CONCLUSIONS OF LAW

66. By failing to provide an accounting to Rayon following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

67. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 10-O-4309 (Quevedo)

FACTS

68. In February 2009 Mitus Quevedo ("Quevedo") hired Respondent's law firm, Bander Law Firm, for legal representation. Quevedo paid \$10,000.00 in advance fees.

69. Respondent began work toward loan modification for Quevedo's property. No loan modification was ever completed, nor offered by Quevedo's lender, during the time of Respondent's representation.

70. In February 2010 Bander Law Firm shut down and filed for bankruptcy. The attorney-client relationship effectively terminated. At the time of termination Respondent had not completed the

work for which he was retained, nor did he earn all advances fees. Respondent never provided an accounting of fees earned, nor did he refund any fees to Quevedo.

CONCLUSIONS OF LAW

71. By failing to provide an accounting to Quevedo following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

72. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 10-O-0848 (Lee)

FACTS

73. In January 2009 Hang Lee ("Lee") hired Respondent's law firm, Bander Law Firm, for loan litigation services. Lee paid \$8000.00.

74. In July 2009, Respondent informed Lee that he would no longer represent Lee due to alleged incident between Lee and one of Respondent's staff. At the time of termination, Respondent had not completed all work for which he was retained, nor had he earned all advanced fees.

75. Respondent at no time has refunded any fees to Lee. Respondent at no time has provided an accounting of fees.

CONCLUSIONS OF LAW

76. By failing to provide an accounting to Lee following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

77. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

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Case no. 10-O-2905 (Cortez)

FACTS

78. In February 2009, Jaime Cortez ("Cortez") hired Respondent's law firm, Bander Law Firm, for mortgage litigation against Cortez's lender, and paid \$8000.00 in legal fees.

79. In late 2009 Respondent advised Cortez to file Chapter 13 bankruptcy. Cortez agreed and Respondent or his agent filed bankruptcy on Cortez's behalf in January 2010.

80. In February 2010, Respondent returned Cortez's file to him and informed him Bander Law Firm was closing. Cortez's bankruptcy was dismissed on or about February 22, 2010.

81. Respondent did not complete all work for which he was hired, nor had he earned all advanced fees paid, prior to their attorney-client relationship terminating. At no time did Respondent provide an accounting of fees allegedly earned to Cortez.

CONCLUSIONS OF LAW

82. By failing to provide an accounting to Cortez following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

83. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 10-O-3224 (Madison)

FACTS

84. Wydell Madison ("Madison") hired Respondent's law firm, Bander Law Firm, to pursue mortgage litigation against Madison's lender. In February 2009 Madison signed Respondent's retainer and paid Respondent \$6000.00 for legal services.

85. No lawsuit against Madison's lender was ever filed, and Madison grew dissatisfied with Respondent's representation. In early 2010 Madison terminated Respondent's services.

86. At the time he was terminated, Respondent had not completed all work for which he was retained, nor had he earned all the advanced fees paid by Madison.

87. At no time did Respondent refund any of the fees paid. At no time has Respondent provided an accounting to Madison.

CONCLUSIONS OF LAW

88. By failing to provide an accounting to Madison following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

89. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 10-O-4935 (Yang)

FACTS

90. Ae Yang ("Yang") hired Respondent's law firm, Bander Law Firm, to pursue mortgage litigation against Yang's lender. Yang signed a retainer in April 2009 and paid Respondent \$10,000.00.

91. Respondent closed Bander Law Firm in or about February 2010, before completing the work for which he was retained by Yang. Respondent did not fully earn all advanced fees.

92. At no time did Respondent provide an accounting to Yang. At no time has Respondent refunded unearned fees.

CONCLUSIONS OF LAW

93. By failing to provide an accounting to Yang following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

94. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

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Case no. 10-O-7482 (Tolentino)

FACTS

95. Robert Tolentino ("Tolentino") hired Respondent's law firm, Bander Law Firm, for legal services in connection with loan litigation / loan modification, in or about early 2009. Tolentino paid \$7080.00 in legal fees.

96. Subsequent to hiring Respondent, Tolentino grew dissatisfied with Respondent's services. Tolentino terminated Respondent's representation in August 2009 and asked for refund of fees. At the time of termination Respondent had not completed the work for which he was retained, nor had he earned all the advanced fees.

97. At no time has Respondent refunded any advance fees to Tolentino. At no time has Respondent provided an accounting to Tolentino.

CONCLUSIONS OF LAW

98. By failing to provide an accounting to Tolentino following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

99. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 10-O-8720 (Jacang)

FACTS

100. Elena Jacang hired Respondent's law firm, Bander Law Firm, in January 2009 to pursue loan litigation. Jacang paid advance fees of \$7000.00.

101. Subsequent to hiring Respondent, Jacang grew dissatisfied with his representation. In September 2009, Jacang terminated Respondent's representation and asked for a refund of fees.

102. At the time he was terminated, Respondent had not completed the work for which he was retained, nor had he earned all advanced fees.

103. At no time has Respondent refunded any advance fees to Jacang. At no time has Respondent provided an accounting to Jacang.

CONCLUSIONS OF LAW

104. By failing to provide an accounting to Jacang following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

105. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case no. 10-O-2907 (Francisco)

FACTS

106. Ledinia Francisco employed Respondent's law firm, Bander Law Firm, in February 2009 for mortgage litigation. Francisco paid \$9000.00 in advance fees.

107. Respondent's law firm filed bankruptcy in early 2010, and the attorney-client relationship effectively terminated. At the time of termination, Respondent had not completed all work for which he was retained, nor had he earned all advanced fees.

108. At no time did Respondent refund any unearned fees. At no time did Respondent provide an accounting to Francisco.

CONCLUSIONS OF LAW

109. By failing to provide an accounting to Francisco following termination, Respondent failed to render appropriate accounts to a client regarding all funds coming into Respondent's possession, in wilful violation of Rules of Professional Conduct, rule 4-100(B)(3).

110. By failing to refund any part of the unearned fees, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned, in wilful violation of Rules of Professional Conduct, rule 3-700(D)(2).

PENDING PROCEEDINGS.

The disclosure date referred to, on page 2, paragraph A(7), was November 17, 2011.

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AUTHORITIES SUPPORTING DISCIPLINE.

Standard 2.10 applies to violations of any rule or statute not specified under any other standard. Standard 2.10 requires reproof or suspension according to the gravity of the offense or harm to the victim, and with due regard for the purposes of imposing discipline.

In re Kaplan (Rev. Dept. 1993) 2 Cal. State Bar Ct. Rptr. 509. Attorney, mostly as the result of poor office management, committed misconduct in ten different client matters, including failure to communicate, failure to sign substitution of attorney forms or deliver files, failure to competently perform, failure to return a settlement draft, and failure to pay a court ordered sanction. The Review Department recommended a two year stayed suspension, and a three year probation with conditions including a 90-day actual suspension. That discipline was imposed post-trial, whereas in the instant matter Respondent is stipulating early, and entitled to great mitigating credit for that cooperation. Even though he has more case matters than in Kaplan, a similar discipline should be imposed. 90 days actual, which include Rule 9.20 conditions and fee arbitration conditions, protects the public and is in keeping with the purposes of discipline as set forth in Standard 1.3.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of November 17, 2011, the prosecution costs in this matter are approximately \$20,637.00. [Original case plus 20 investigations] Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

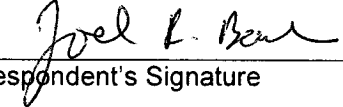

///// END OF ATTACHMENT /////

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In the Matter of: Joel Richard Bander member no. 119460	Case number(s): 09-O-14921; 09-O-17787; 09-O-17869; 09-O-19068; 09-O-19452; 10-O-848; 10-O-1778; 10-O-1807; 10-O-1809; 10-O-1810; 10-O-1811; 10-O-1812; 10-O-2905; 10-O-2907; 10-O-3224; 10-O-4309; 10-O-4935; 10-O-7482; 10-O-8720; 11-O-12063
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SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts, Conclusions of Law, and Disposition.

<u>12/7/11</u> Date	<u></u> Respondent's Signature	<u>Joel R. Bander</u> <u>in pro per</u> Print Name
<u>07 DEC 2011</u> Date	<u></u> Deputy Trial Counsel's Signature	<u>Brooke A. Schafer</u> Print Name

(Do not write above this line.)

In the Matter of: Joel Richard Bander member no. 119460	Case Number(s): 09-O-14921; 09-O-17787; 09-O-17869; 09-O-19068; 09-O-19452; 10-O-848; 10-O-1778; 10-O-1807; 10-O-1809; 10-O-1810; 10-O-1811; 10-O-1812; 10-O-2905; 10-O-2907; 10-O-3224; 10-O-4309; 10-O-4935; 10-O-7482; 10-O-8720; 11-O-12063
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ACTUAL SUSPENSION ORDER

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

- The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- All Hearing dates are vacated.

PAGE 4 - E. (1) - DELETE 'X' IN BOX.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 5.58(E) & (F), Rules of Procedure.) **The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 9.18(a), California Rules of Court.)**

12-19-11
Date


RICHARD A. PLATEL
Judge of the State Bar Court

CERTIFICATE OF SERVICE

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

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on December 19, 2011, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING

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

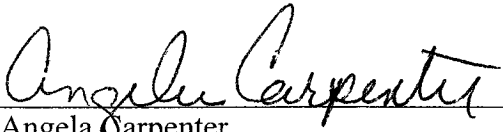
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

JOEL RICHARD BANDER, ATTORNEY AT LAW
801 S GRAND AVENUE 11TH FL
LOS ANGELES CA 90017

- 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 19, 2011.



Angela Carpenter
Case Administrator
State Bar Court