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State Bar Court of California Hearing Department Los Angeles ACTUAL SUSPENSION		
Counsel For The State Bar Eli D. Morgenstern, DTC Office of The Chief Trial Counsel 1149 South Hill Street Los Angeles, CA 90015-2299 Telephone: (213) 765-1334 Bar # 190560	Case Number(s): 09-O-18340, 09-O-19285, 09-O-19372, 10-O-00579, 10-O-02285, 10-O-02291, 10-O-02293, 10-O-02294, 10-O-02297, 10-O-02299, 10-O-02354, 10-O-02813, 10-O-04302, 10-O-04406, 10-O-05303, 10-O-05433, 10-O-05790, 10-O-09325, 11-O-15735	For Court use only PUBLIC MATTER FILED OCT 13 2011 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO kwiktag® 018 038 054 
Counsel For Respondent Phillip Feldman, Esq. Law Offices of Phillip Feldman 14401 Sylvan Street, Suite 200 Van Nuys, CA 91401 (818) 986-9890 Bar # 40792	Submitted to: Assigned Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter of: Jeremy N. Roark Bar # 259079 A Member of the State Bar of California (Respondent)		

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

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted December 2, 2008.
- (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 26 pages, not including the order.

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

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

- (1) ☐ **Prior record of discipline** [see standard 1.2(f)]
 - (a) ☐ State Bar Court case # of prior case
 - (b) ☐ Date prior discipline effective
 - (c) ☐ Rules of Professional Conduct/ State Bar Act violations:
 - (d) ☐ Degree of prior discipline
 - (e) ☐ If Respondent has two or more incidents of prior discipline, use space provided below.
- (2) ☐ **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) ☐ **Trust Violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) ☒ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. See page 23 for further discussion re: Harm.

- (5) ☐ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) ☐ **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) ☒ **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. See page 23 for further discussion re: Multiple/Pattern of Misconduct.
- (8) ☐ **No aggravating circumstances** are involved.

Additional aggravating circumstances:

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

- (1) ☐ **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) ☐ **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) ☒ **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation with the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings. See page 24 for further discussion re: Candor/Cooperation.
- (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.

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- (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:

D. Discipline:

(1) ☒ **Stayed Suspension:**

- (a) ☒ Respondent must be suspended from the practice of law for a period of two (2) years.
- i. ☐ and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii) Standards for Attorney Sanctions for Professional Misconduct.
- ii. ☐ and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. ☐ and until Respondent does the following:
- (b) ☒ The above-referenced suspension is stayed.

(2) ☒ **Probation:**

Respondent must be placed on probation for a period of two (2) years, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)

(3) ☒ **Actual Suspension:**

- (a) ☒ Respondent must be actually suspended from the practice of law in the State of California for a period of six (6) months.
- i. ☐ and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct
- ii. ☐ and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
- iii. ☐ and until Respondent does the following:

E. Additional Conditions of Probation:

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

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- (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:
- | | |
|---|---|
| <input type="checkbox"/> Substance Abuse Conditions | <input type="checkbox"/> Law Office Management Conditions |
| <input type="checkbox"/> Medical Conditions | <input type="checkbox"/> Financial Conditions |

F. Other Conditions Negotiated by the Parties:

- (1) ☒ **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National

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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:** See page 25 for Other Conditions.

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: JEREMY N. ROARK

CASE NUMBERS: 11-O-15735, 10-O-00579, 10-O-02285,
 10-O-02291, 10-O-02293, 10-O-02294,
 10-O-02297, 10-O-02299, 10-O-02354,
 10-O-02813, 10-O-04302, 10-O-04406,
 10-O-05303, 10-O-05433, 10-O-05790,
 10-O-09325, 09-O-18340, 09-O-19285,
 09-O-19372

FACTS AND CONCLUSIONS OF LAW.

Respondent admits that the following facts are true and that he is culpable of violations of the specified Rules of Professional Conduct.

General Background

1. The facts under this heading apply to all of the above captioned matters.
2. On December 2, 2008, Respondent was admitted to the State Bar. Respondent was approximately 26 years old.
3. On February 16, 2009, Respondent was hired by the owners of National Loan Resolutions Law Center ("NLRLC"). Respondent's title was "house counsel." NLRLC was an entity owned and operated by two non-attorneys, one of whom was a Department of Real Estate licensee. At all relevant times to the stipulated facts herein, Respondent was the only member of the State Bar of California employed by NLRLC.
4. At all times relevant to the stipulate facts herein, NLRLC purported to provide loan modification services to the public. But, as Respondent discovered towards the end of his approximately eight month tenure with NLRLC, the owners of NLRLC promised to provide helpful modification services for their clients, but instead performed limited modification services, and ultimately pocketed the advance fees paid by their clients instead of paying the loan negotiators.
5. Respondent's initial, nominal function at NLRLC was to advise the owners. The function was expanded to reviewing modification files and providing supervision and guidance to NLRLC's staff of 5 to 9 negotiators who each maintained a case load of over 100 files. Respondent was not able to review every file because they were too numerous. In fact, unbeknownst to Respondent, the owners of NLRLC hired Respondent because they needed to employ an attorney in order to enable them to collect advanced fees from their clients.
6. At all times relevant to the stipulated facts herein, attorneys could collect advanced fees for loan modification services. However, a loan modification company could not unless it had an advanced

fee agreement approved by the Department of Real Estate ("DRE"), a no-objection letter was issued by the DRE, and the advanced fees were handled as trust funds. Respondent was not aware of these requirements. NLRLC did not have an advanced fee agreement approved by the DRE, and therefore could not legally charge clients advanced fees for loan modification services. Because of his inexperience, Respondent made no inquiry into whether NLRLC had an approved fee agreement before he began working for the owners of the company. NLRLC collected advanced fees for loan modification services and represented that they had an attorney working with them. Respondent's employment permitted NLRLC to justify accepting advanced fees, and to place those fees in a general account, discussed below, instead of maintaining them in trust for their clients pending the completion of the loan modification.

7. The owners of NLRLC created a general account in which all of the advanced fees paid by NLRLC's clients were deposited. Although Respondent was the only signatory on the account and the only person who could issue checks from the account, the owners of NLRLC, or their agents, administered the account. Respondent never made any deposits to, or withdrawals from, the general account. The account was under the complete control of the owners of NLRLC and their agents.

8. Pursuant to his agreement with the owners of NLRLC, Respondent was supposed to be paid \$100 for every file processed by NLRLC and reviewed by him. The owners of NLRLC set up a separate bank account for Respondent where they were supposed to deposit \$100 for every file processed and reviewed by Respondent. After he resigned from NLRLC, Respondent learned that the owners did not do so. Respondent used the account and the debit card associated with it in any way that he chose since he considered the funds his "paycheck."

9. The owners represented to Respondent that if Respondent determined that all attempts to modify a client's loan had been exhausted and no loan modification was offered by the lender, NLRLC would provide a refund to the client if the client had cooperated through the process, and NLRLC had so promised in writing. However, Respondent never had the authority or ability to process the actual fee refund.

10. At the time that he was hired by the owners of NLRLC and throughout the approximately eight (8) months that he worked for them, Respondent was neither a trained nor skilled negotiator, had no experience rendering loan modification services and had little, or no knowledge, of the legal aspects of loan modification. Respondent also had no training, skill, or expertise in bankruptcy law, other than his post-employment research and self, on-the-job training.

11. At no time during his employment with NLRLC did Respondent possess the learning and skill required to competently serve as house counsel for the owners of NLRLC. At no time was Respondent able to competently serve NLRLC's clients by assisting the negotiators with negotiating a sustainable loan modification that was in the client's best interest. Further, NLRLC had too many loan modification files for Respondent to review. Further still, Respondent's youth and inexperience prevented him from understanding at the time that he was hired, and for approximately eight months thereafter, that he was being used for his law license by the owners of NLRLC, and that NLRLC performed limited services, and mostly converted the advanced fees paid by their clients.

12. In September 2009, Respondent demanded that the owners of NLRLC establish a trust account for the deposit of advanced fees paid by NLRLC's clients. The owners of NLRLC did not comply with Respondent's demand.

13. By October 2009, Respondent had reviewed loans which he determined were not going to be modified. He identified the clients and requested that the owners of NLRLC provide them with refunds. In October 2009, Respondent also discovered that the owners of NLRLC were not honoring the refund policy, which some, but not all, home owners had been promised and agreed to. Respondent also discovered that the owners stopped paying the negotiators and thus the negotiators were not completing their loan modification assignments for NLRLC's clients.

14. In October 2009, Respondent sought legal counsel; and on October 14, 2009, Respondent terminated his employment with NLRLC. Respondent directed the owners to return all original files to the clients and keep copies of the files in order to be able to complete their pre-paid assignments. Respondent also directed the owners to refund fees to the clients, including all of the complainants herein. In October 2009, Respondent filed a criminal complaint against the owners of NLRLC. Respondent also filed complaints against the owners of NLRLC with the DRE and the California Attorney General.

15. After he terminated his employment with NLRLC, Respondent was unable to obtain any of the complete client files from NLRLC. NLRLC ceased operations in or about October 2009.

16. Prior to terminating his employment with NLRLC, Respondent was able to obtain \$13,078 from the general account in which he was the signatory. Respondent placed the funds in trust. Respondent shall use those funds to refund in equal amounts the complainants herein. Thus, each of the 19 complainants shall receive \$688 (\$13,078/19).

Case No. 11-O-15735

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.

2. On June 2, 2009, Paul and Judith Amos (collectively, the "Amoses"), employed NLRLC to assist them with loan modifications on four rental properties. The Amoses paid NLRLC a total of \$7,980 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by the Amoses to NLRLC.

3. NLRLC promised the Amoses a 100% money back refund if his lender did not modify the loans for the respective properties.

4. Thereafter, NLRLC performed no services of value for the Amoses, including, but not limited, to negotiating and obtaining a loan modification of any of the loans for the respective rental properties.

5. Prior to his resignation, Respondent requested that the owners of NLRLC provide the Amoses with a refund of the advanced fees that they paid to NLRLC. At no time did the owners of NLRLC provide the Amoses with a refund of any portion of the advanced fees that they paid to NLRLC.

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Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of the Amoses, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 10-O-00579

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.

2. On May 2, 2009, Kenneth Kuegeman ("Kuegeman") employed NLRLC to assist him with a modification of his first and second home mortgages. Kuegeman paid NLRLC \$3,500 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by Kuegeman to NLRLC.

3. NLRLC promised Kuegeman a 100% money back refund if his lender did not modify his home loan.

4. Thereafter, NLRLC performed no services of value for Kuegeman, including, but not limited, to negotiating and obtaining a loan modification of his two home loans.

5. On July 14, 22, 29, 2009, and August 10, 11, 17, 24, 2009, Kuegeman sent e-mails to Respondent inquiring about the status of the loan modifications. Respondent received the e-mails. Respondent did not respond to them.

6. On November 3, 2009, Kuegeman terminated NLRLC and demanded a refund. At no time did the owners of NLRC provide Kuegeman with a refund of any portion of the advanced fees that he paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Kuegeman, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to respond to Kuegeman's status inquiries, Respondent failed to respond promptly to reasonable status inquiries of a client in wilful violation of Business and Professions Code section 6068(m).

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 10-O-02285

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.
2. On April 6, 2009, Rebecca Cadena ("Cadena") employed NLRLC to assist her with a modification of her home loan. On April 6, 2009, Cadena paid NLRLC \$3,500 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by Cadena to NLRLC.
3. NLRLC promised Cadena a 100% money back refund if her lenders did not modify her home loans.
4. Thereafter, NLRLC performed no services of value for Cadena, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Cadena with a refund of any portion of the advanced fees that she paid to NLRLC.
5. Cadena negotiated a modification of her home loan on her own. But, Respondent assisted her with stopping the foreclosure sale of her home.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Cadena, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 10-O-02291

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.

2. On May 1, 2009, Dale Glasscock ("Glasscock") employed NLRLC to assist him with a modification of his first and second home mortgages. Glasscock paid NLRLC \$2,500 in advanced fees for their services. The owners of NLRLC never made Respondent aware of Glasscock and Respondent did not know that Glasscock was a client of NLRLC.

3. At or about the time that he employed NLRLC, an employee of NLRLC stated to Glasscock that his mortgage payments would be reduced, and that after paying NLRLC the advanced fee he would not be required to pay two months of his mortgage payments.

4. NLRLC promised Glasscock a 100% money back refund if his lenders did not modify his home loans.

5. NLRLC did not perform any services of value for Glasscock, including, but not limited to, negotiating and obtaining a loan modification of either of his two home loans. At no time did the owners of NLRLC provide Glasscock with a refund of any portion of the advanced fees that he paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Glasscock, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 10-O-02293

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.

2. On May 5, 2009, Traci Breiner ("Breiner") employed NLRLC to assist her with a modification of her home mortgage. Breiner paid NLRLC \$2,500 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by Breiner to NLRLC.

3. NLRLC promised Breiner a 100% money back refund if her lender did not modify her home loan.

4. NLRLC did not perform any services of value for Breiner, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Breiner with a refund of any portion of the advanced fees that she paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Breiner, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 10-O-02294

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.
2. On May 5, 2009, Annette Valencia ("Valencia") employed NLRLC to assist her with a modification of her home mortgage. The owners of NLRLC never made Respondent aware of Valencia and Respondent did not know that Valencia was a client of NLRLC.
3. NLRLC promised Valencia a 100% money back refund if her lender did not modify her home loan.
4. NLRLC did not perform any services of value for Valencia, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Valencia with a refund of any portion of the advanced fees that she paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Valencia, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

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Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.
2. On May 18, 2009, Krystyna Baty ("Baty") employed NLRLC to assist her with a modification of her home mortgage. Baty paid NLRLC \$2,995 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by Baty to NLRLC.
3. NLRLC promised Baty a 100% money back refund if her lender did not modify her home loan. An employee of NLRLC also stated that NLRLC would negotiate a 2-3% interest rate reduction in 60 to 90 days.
4. NLRLC did not perform any services of value for Baty, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Baty with a refund of any portion of the advanced fees that she paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Baty, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.
2. On April 8, 2009, Jason Lund ("Lund") employed NLRLC to assist him with a modification of his home mortgage. Lund paid NLRLC \$2,000 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by Lund to NLRLC.
3. NLRLC promised Lund a 100% money back refund if his lender did not modify his home loan.
4. NLRLC did not perform any services of value for Lund, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Lund with a refund of any portion of the advanced fees that he paid to NLRLC.

5. Prior to his resignation, Respondent requested that the owners of NLRLC provide Lund with a refund of the advanced fees that he paid to NLRLC. At no time did the owners of NLRLC provide Lund with a refund of any portion of the advanced fees that he paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Lund, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 10-O-02354

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.

2. On April 20, 2009, Thomas Sweetman ("Sweetman") employed NLRLC to assist him with a modification of his home mortgage. Sweetman paid NLRLC \$2,750 in advanced fees for their services. The owners of NLRLC never made Respondent aware of Sweetman and Respondent did not know that Sweetman was a client of NLRLC.

3. NLRLC promised Sweetman a 100% money back refund if his lender did not modify his home loan.

4. NLRLC did not perform any services of value for Sweetman, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Sweetman with a refund of any portion of the advanced fees that he paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Sweetman, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 10-O-02813

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.
2. On July 27, 2009, Debra Ahern ("Ahern") employed NLRLC to assist her with a modification of her home mortgage. Ahern paid NLRLC \$2,400 in advanced fees for their services. Ahern was told by an employee of NLRLC that the loan modification process would be completed in 60 to 90 days. The owners of NLRLC never made Respondent aware of Ahern and Respondent did not know that Ahern was a client of NLRLC.
3. NLRLC also promised Ahern a 100% money back refund if her lender did not modify her home loan.
4. NLRLC did not perform any services of value for Ahern, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Ahern with a refund of any portion of the advanced fees that she paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Ahern, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 10-O-04302

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.
2. On February 26, 2009, Janene Woolley ("Woolley") employed NLRLC to assist her with a modification of her home mortgage. Woolley paid NLRLC \$2,465 in advanced fees for their services. The owners of NLRLC never made Respondent aware of Woolley, Respondent did not know that Ahern was a client of NLRLC, and the general account was not yet opened.
3. NLRLC promised Woolley a 100% money back refund if her lender did not modify her home loan.

4. NLRLC did not perform any services of value for Woolley, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Woolley with a refund of any portion of the advanced fees that she paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Woolley, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No.10-O-04406

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.

2. On March 6, 2009, Wendy Montanio ("Montanio") employed NLRLC to assist her with a modification of her home mortgage, as well as a modification of a mortgage on a rental property that she owned. Montanio paid NLRLC \$5,985 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by Montanio to NLRLC.

3. NLRLC promised Montanio a 100% money back refund if her lenders did not modify her loans.

4. On August 4, 2009, an employee of NLRLC telephoned Montanio and advised her that NLRLC was unable to negotiate a reduction of either of her loans.

5. Thereafter, Montanio telephoned Respondent on several occasions and left messages inquiring about a refund.

6. On August 27, 2009, Montanio received a telephone message from Respondent asking her to call him back. Thereafter, Montanio telephoned Respondent on several occasions and left messages inquiring about a refund. Respondent received the messages. Respondent did not respond to them.

7. In October 2009, Respondent mailed a letter to Montanio advising him that he was no longer employed by NLRLC.

8. NLRLC did not perform any services of value for Montanio, including, but not limited to, negotiating and obtaining loan modifications. Prior to his resignation, Respondent requested that the owners of NLRLC provide Montanio with a refund of the advanced fees that she paid to NLRLC. At no

time did the owners of NLRLC provide Montanio with a refund of any portion of the advanced fees that she paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Montanio, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to respond to Montanio's requests for a refund, Respondent failed to respond promptly to reasonable status inquiries of a client in wilful violation of Business and Professions Code section 6068(m).

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 10-O-05303

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.
2. On April 6, 2009, Debra Peterson ("Peterson") employed NLRLC to assist her with a modification of her home mortgage. Peterson paid NLRLC \$3,000 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by Peterson to NLRLC. The owners of NLRLC never made Respondent aware of Peterson and Respondent did not know that Peterson was a client of NLRLC.
3. NLRLC promised Peterson a 100% money back refund if her lender did not modify her home loan.
4. NLRLC did not perform any services of value for Peterson, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Peterson with a refund of any portion of the advanced fees that she paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Peterson, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 10-O-05433

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.

2. On March 16, 2009, Giovanni Bellante ("Bellante") employed NLRLC to assist him with a modification of his home mortgage. Bellante paid NLRLC \$2,695 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by Bellante to NLRLC.

3. NLRLC promised Bellante a 100% money back refund if her lender did not modify her home loan.

4. At the time that Bellante employed NLRLC, and throughout his employment of NLRLC, he was not delinquent on his mortgage.

5. On June 17, 2009, an employee of NLRLC stated to Bellante that his lender would not process a loan modification unless he was delinquent. Bellante refused to stop making payments on his mortgage.

6. NLRLC did not perform any services of value for Bellante, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Bellante with a refund of any portion of the advanced fees that he paid to NLRLC. Prior to his resignation, Respondent requested that the owners of NLRLC provide Bellante with a refund of the advanced fees that he paid to NLRLC.

7. On December 30, 2009, Bellante sent an e-mail to Respondent requesting a refund of the fees that Bellante had paid to NLRLC.

8. On January 2, 2010, Respondent responded to Bellante's email and advised him to make a complaint against the owners of NLRLC with various governmental agencies. Respondent also attached to the e-mail a letter that he previously mailed to Bellante in November 2009.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Bellante, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 10-O-05790

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.
2. On May 9, 2009, Ingrid Kraft ("Kraft") employed NLRLC to assist her with a modification of her home mortgage. Kraft paid NLRLC \$2,500 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by Kraft to NLRLC.
3. NLRLC promised Kraft a 100% money back refund if her lender did not modify her home loan.
4. NLRLC did not perform any services of value for Kraft, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Kraft with a refund of any portion of the advanced fees that she paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Kraft, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 10-O-09325

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.
2. On September 2, 2009, Amanollah Fawadi ("Fawadi") employed NLRLC to assist him with a modification of his home mortgage. Fawadi paid NLRLC \$2,500 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by Fawadi to NLRLC.

3. NLRLC promised Fawadi a 100% money back refund if her lender did not modify her home loan.

4. NLRLC did not perform any services of value for Fawadi, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Fawadi with a refund of any portion of the advanced fees that she paid to NLRLC.

5. In November 2009, Fawadi contacted Respondent. Prior to the contact, Respondent did not know that Fawadi was a client of NLRLC. Respondent offered Fawadi a refund of \$500.

6. Thereafter, Fawadi employed an attorney to assist him with the modification of his home loan, and to stop the foreclosure sale of his home. Fawadi also requested that the attorney assist him with obtaining a refund from NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Kraft, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 09-O-18340

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.

2. On April 29, 2009, David Musayev ("Musayev") employed NLRLC to assist him with a modification of his home mortgage. Musayev paid NLRLC \$2,500 in advanced fees for their services. The owners of NLRLC never made Respondent aware of Musayev and Respondent did not know that Musayev was a client of NLRLC.

3. NLRLC promised Musayev a 100% money back refund if her lender did not modify his home loan.

4. NLRLC did not perform any services of value for Musayev, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Musayev with a refund of any portion of the advanced fees that he paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Musayev, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Case No. 09-O-19285

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.

2. On September 25, 2009, Fernando Galvez ("Galvez") employed NLRLC to assist him with a modification of his home mortgage. Galvez paid NLRLC \$3,600 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by Galvez to NLRLC.

3. NLRLC promised Galvez a 100% money back refund if her lender did not modify his home loan.

4. NLRLC did not perform any services of value for Galvez, including, but not limited to, negotiating and obtaining a loan modification. At no time did the owners of NLRLC provide Musayev with a refund of any portion of the advanced fees that he paid to NLRLC.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Musayev, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct.

Facts

1. The factual statements in paragraphs 1 through 16 under the heading "General Background" are incorporated by reference.
2. On August 20, 2009, Ramon Fuentes ("Fuentes") employed NLRLC to assist him with a modification of his home mortgage. Fuentes paid NLRLC \$1,395 in advanced fees for their services. Respondent received \$100 of the advanced fees paid by Fuentes to NLRLC. Fuentes was a real estate licensee who referred at least twenty clients to NLRLC.
3. NLRLC promised Fuentes a 100% money back refund if her lender did not modify his home loan.
4. NLRLC did not perform any services of value for Fuentes, including, but not limited to, negotiating and obtaining a loan modification. At no time did NLRLC provide Fuentes with a refund of any portion of the advanced fees that he paid to them.

Conclusions of Law

By accepting the house counsel position with NLRLC, and then continuing his employment with NLRLC, without possessing knowledge of the legal aspects of loan modification, or the learning, skill, and experience to best represent the interests of NLRLC's clients, including the best interests of Fuentes, Respondent failed to perform competently in wilful violation of rule 3-110(A) of Professional Conduct.

By failing to recognize until eight months after his employment as house counsel that the owners of NLRLC were potentially violating laws imputable to the organization, and by failing to advise the owners to conform their conduct to the law, Respondent failed to competently represent an organization in wilful violation of rule 3-600 of the Rules of Professional Conduct

AGGRAVATING CIRCUMSTANCES.

1. Multiple Acts of Wrongdoing.

Respondent's misconduct involves multiple clients and multiple acts of misconduct. (Std. 1.2(b)(ii).)

2. Harm

The clients of NLRLC were harmed by Respondent's misconduct.

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MITIGATING CIRCUMSTANCE.

1. Candor and Cooperation

Respondent self reported to the Office of the Chief Trial Counsel ("OCTC") prior to the filing of any complaints against him by the complaining witnesses herein. Respondent is also entitled to mitigation for entering into this stipulation. (Std. 1.2(e)(v).)

OTHER FACTORS IN CONSIDERATION.

Respondent has been participating in the Lawyer Assistance Program for almost two years.

AUTHORITIES SUPPORTING DISCIPLINE.

1. Standards

The stipulated discipline falls within the range of discipline set forth the in the Standards for Attorney Sanctions for Professional Misconduct.

"The primary purposes of disciplinary proceedings . . . are the protection of the public, the courts[,] and the legal profession; the maintenance of high professional standards by attorneys[;] and the preservation of public confidence in the legal profession." (Std 1.3.)

Standard 1.6(a) states that where two or more acts of professional misconduct are charged and different sanctions are prescribed by the standards for the acts, the sanction imposed shall be the more or most severe of the different applicable sanctions.

Standards 2.4(b), 2.6(a), and 2.10 of the Standards for Attorney Sanctions for Professional Misconduct ("Standards") apply to this proceeding.

Standard 2.4(b) provides, in pertinent part that culpability of a member for wilful failure to perform shall result in reproof or suspension depending upon the extent of the misconduct and the degree of harm to the client. Here, although Respondent failed to perform on behalf of multiple clients, the parties submit that it would be manifestly unjust to apply Standard 2.4(a). Respondent committed the misconduct described herein between February 2009 and October 2009.

Respondent committed the misconduct herein within the first year of his admission to the State Bar. Respondent acknowledges had that he used poor judgment in deciding to work with the owners of NLRLC. Respondent no longer represents clients requesting assistance with loan modifications. The parties submit that a six month actual suspension, along with the other terms of probation herein, adequately serves the purposes of discipline.

Standard 2.6(a) provides that culpability of a member of a violation of Business and Professions Code section 6068(m) shall result in disbarment or suspension depending upon the gravity of the offense or the harm, if any, to the victim.

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.

OTHER CONDITIONS.

Within thirty (30) days of the effective date of the discipline herein, Respondent shall make restitution to the complainants herein in the sum of \$688. (See, General Background, paragraph 16, supra.)

STATE BAR ETHICS SCHOOL.

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

PENDING PROCEEDINGS.

The disclosure date referred to on page 2, paragraph A(7), was September 1, 2011.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed him that as of September 1, 2011, the prosecution costs in this matter are approximately \$19,440.24. The costs are to be paid in equal amounts prior to February 1 for the following five billing cycles following the effective date of the Supreme Court Order.

If Respondent fails to pay any installment within the time provided herein or as may be modified by the State Bar Court pursuant to section 6086.10, subdivision (c), the remaining balance of the costs is due and payable immediately and enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment unless relief has been granted under the Rules of Procedure of the State Bar of California. (Rules Proc. of State Bar, rule 286.)

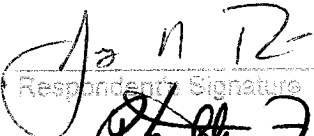
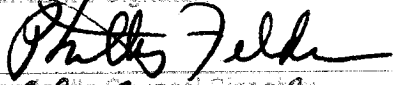

Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

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In the Matter of: Jeremy N. Roark	Case number(s): 09-C-18340, 09-C-19285, 09-C-19372, 10-C-00579, 10-C-01285, 10-C-02291, 10-C-02293, 10-C-02294, 10-C-03297, 10-C-03199, 10-C-03354, 10-C-02812, 10-C-04022, 10-C-04406, 10-C-05363, 10-C-05433, 10-C-05790, 10-C-09325, 11-C-15735
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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.

9-16-11		Jeremy N. Roark
Date	Respondent's Signature	Print Name
9-29-11		Phillip Feldman
Date	Respondent's Counsel Signature	Print Name
9-29-11		Eli D. Morgenstern
Date	Deputy Trial Counsel's Signature	Print Name

(Do not write above this line.)

In the Matter of:
Jeremy N. Roark

Case Number(s):
09-O-18340 Et al.

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.

1. Respondent waives any objection to payment by the State Bar Client Security Fund upon a claim by the complaining witnesses named in the NDC for the principal amount of restitution.
2. On page 2, section A(8) the years "2013, 2014, 2015, 2016, and 2017" are added to the costs.

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.)**

Date October 13, 2011

Pat McElroy
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 San Francisco, on October 13, 2011, I deposited a true copy of the following document(s):

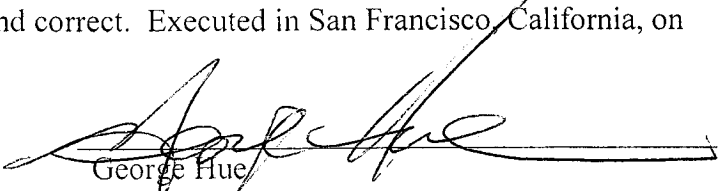
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING

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

- ☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at San Francisco, California, addressed as follows:
- PHILLIP FELDMAN
LAW OFFICES OF PHILLIP FELDMAN
14401 SYLVAN ST STE 200
VAN NUYS, CA 91401
- ☐ by certified mail, No. , with return receipt requested, through the United States Postal Service at , California, addressed as follows:
- ☐ by overnight mail at , California, addressed as follows:
- ☐ by fax transmission, at fax number . No error was reported by the fax machine that I used.
- ☐ By personal service by leaving the documents in a sealed envelope or package clearly labeled to identify the attorney being served with a receptionist or a person having charge of the attorney's office, addressed as follows:
- ☒ by interoffice mail through a facility regularly maintained by the State Bar of California addressed as follows:

El Morgenstern, Office of Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on October 13, 2011.


George Hue
Case Administrator
State Bar Court