

ORIGINAL

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

<p>Counsel For The State Bar</p> <p>Eli D. Morgenstern, DTC Office of the Chief Trial Counsel 1149 South Hill Street Los Angeles, CA 90015-2299 Telephone: (213) 765-1486</p> <p>Bar # 190560</p>	<p>Case Number(s): 09-O-18685 09-O-19114 10-O-03047 10-O-09910 10-O-10951</p>	<p>For Court use only</p> <p>PUBLIC MATTER</p> <p>FILED <i>[Signature]</i></p> <p>JUN 28 2011</p> <p>STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO</p>
<p>In Pro Per Respondent</p> <p>Craig R. Triance 1034 W. Arrow Hwy. , Ste. D PMB 202 San Dimas, CA 91773</p> <p>Bar # 161079</p>	<p>Submitted to: Assigned Judge</p> <p>STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING</p> <p>ACTUAL SUSPENSION</p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>	
<p>In the Matter of: Craig Ronald Triance</p> <p>Bar # 161079</p> <p>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 12/14/92.
- (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 20 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: three 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 18 for further discussion re harm
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.

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- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. See page 18 for further discussion re multiple acts 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 18 for further discussion re 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.
- (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 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 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 one (1) year.

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.

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- (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 checked="" 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 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**

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In the Matter of: CRAIG R. TRIANCE	Case Number(s): 09-O-18685, 09-O-19114, 10-O-03047, 10-O-09910, 10-O-10951
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Financial Conditions

a. Restitution

- Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs.

Payee	Principal Amount	Interest Accrues From
Linda Clements	\$2,995	11/28/08
Ola Olanrewaju	\$2,500	9/11/09
Yeon Kim	\$2,000	6/8/09
Francisco & Maria Valencia	\$2,226	6/13/10

- Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than See Section D(1) (a) (ii) and D(3) (a) (ii) page 4

(cont'd)

Payee	Principal Amount	Interest Accrues From
Michael Snyder and Diane Sullivan,	\$3000	1/5/09
Diane Sullivan	\$1,750	10/11/09

b. Installment Restitution Payments

- Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of payment to the Office of Probation with each quarterly probation report, or as otherwise directed by the Office of Probation. No later than 30 days prior to the expiration of the period of probation (or period of reprobation), Respondent must make any necessary final payment(s) in order to complete the payment of restitution, including interest, in full.

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency

- 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.

c. Client Funds Certificate

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- a. Respondent has maintained a bank account in a bank authorized to do business in the State of California, at a branch located within the State of California, and that such account is designated as a "Trust Account" or "Clients' Funds Account";

b. Respondent has kept and maintained the following:

- i. A written ledger for each client on whose behalf funds are held that sets forth:
 1. the name of such client;
 2. the date, amount and source of all funds received on behalf of such client;
 3. the date, amount, payee and purpose of each disbursement made on behalf of such client; and,
 4. the current balance for such client.
- ii. a written journal for each client trust fund account that sets forth:
 1. the name of such account;
 2. the date, amount and client affected by each debit and credit; and,
 3. the current balance in such account.
- iii. all bank statements and cancelled checks for each client trust account; and,
- iv. each monthly reconciliation (balancing) of (i), (ii), and (iii), above, and if there are any differences between the monthly total balances reflected in (i), (ii), and (iii), above, the reasons for the differences.

c. Respondent has maintained a written journal of securities or other properties held for clients that specifies:

- i. each item of security and property held;
 - ii. the person on whose behalf the security or property is held;
 - iii. the date of receipt of the security or property;
 - iv. the date of distribution of the security or property; and,
 - v. the person to whom the security or property was distributed.
2. If Respondent does not possess any client funds, property or securities during the entire period covered by a report, Respondent must so state under penalty of perjury in the report filed with the Office of Probation for that reporting period. In this circumstance, Respondent need not file the accountant's certificate described above.
3. The requirements of this condition are in addition to those set forth in rule 4-100, Rules of Professional Conduct.

d. Client Trust Accounting School

- Within one (1) year of the effective date of the discipline herein, Respondent must supply to the Office of Probation satisfactory proof of attendance at a session of the Ethics School Client Trust Accounting School, within the same period of time, and passage of the test given at the end of that session.

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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:**

ATTACHMENT TO

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: Craig Ronald Triance

CASE NUMBERS: 09-O-18685, 09-O-19114, 10-O-03047, 10-O-9910,
10-O-10951

FACTS AND CONCLUSIONS OF LAW.

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

Case No. 09-O-18685

Facts:

1. At all times relevant to the stipulated facts herein, Steve Woldruff ("Woldruff") was a mortgage and real estate broker who worked in Murrieta, California. At no time has Woldruff been a member of the State Bar of California or any other state bar.
2. At all times relevant to the stipulated facts herein, Woldruff owned a business called, "Keep Your Home Today." At all times relevant to the stipulated facts herein, Woldruff offered his clients, among other services, refinancing of their home mortgages and assistance with "short sales" of their homes. At all times relevant to the stipulated facts herein, Woldruff had an agreement with Respondent whereby he referred clients to Respondent who needed assistance attempting to obtain loan modifications of their home mortgages. In 2008, "Keep Your Home Today" advertised on the radio. In 2008, Respondent and Woldruff paid for the radio advertisements of "Keep Your Home Today."
3. In or about November 2008, in response to a radio advertisement, Linda Clements ("Clements") contacted "Keep Your Home Today" and scheduled an appointment with Woldruff for November 28, 2008.
4. On November 28, 2008, Clements met with Woldruff at his office in Murrieta. At the meeting, Woldruff referred Clements to Respondent for the purpose of assisting her in attempting to obtain a loan modification of her home mortgage. Woldruff provided Clements with Respondent's retainer agreement, which she signed on November 28, 2008.
5. On November 28, 2008, Clements provided Woldruff with a check made payable to "Keep Your Home Today" in the sum of \$2,995 as a flat fee for Respondent's legal services. The check was negotiated.
6. Respondent and Woldruff shared the legal fees that Woldruff collected from Clements.
7. On March 30, 2009, Respondent contacted Clements's lender and provided the lender with a power of attorney. On June 9, 2009, Respondent confirmed with the lender that the lender had received the power of attorney. Thereafter, at no time did Respondent perform any legal services of value on

behalf of Clements. Respondent did not complete the services for which he had been employed, and did not earn the fee paid by Clements.

8. On September 13, 2009, Clements sent Respondent an e-mail terminating his services and requesting a refund of the \$2,995 that she paid to "Keep Your Home Today." Respondent received the e-mail. Respondent did not respond to it or otherwise provide Clements with an accounting or a refund of any portion of the fees that she paid to "Keep Your Home Today."

9. On September 29, 2009, Clements sent Respondent another e-mail requesting a refund of the \$2,995 that she paid to "Keep Your Home Today." Respondent received the e-mail. Respondent did not respond to it or otherwise provide Clements with an accounting or a refund of any portion of the fees that she paid to "Keep Your Home Today." As part of the terms of this Stipulation, Respondent has agreed to provide Clements with a refund in the amount of \$2,995 as a condition to being relieved from his actual suspension.

Conclusions of Law

By sharing legal fees with Woldruff, Respondent shared legal fees with a person who is not a lawyer in wilful violation of rule 1-320(A) of the Rules of Professional Conduct.

By failing to perform any services of value on behalf Clements, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

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

By failing to refund any portion of the \$2,995 that Clements paid to "Keep Your Home Today", Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 09-O-19114

Facts

1. On December 19, 2008, Olanrewaju Ola ("Ola") employed Respondent to represent him in a modification of his home loan. Ola paid Respondent a flat fee of \$3,000 to represent him in the negotiations.

2. On or about May 26, 2009, Aurora Loan Services, LLC ("Aurora Loan Services"), Ola's lender, and Ola agreed to a workout agreement modifying his original home loan.

3. In June, July, and August 2009, Ola made payments on his home mortgage in conformity with the workout agreement. Ola provided Respondent's law office with a copy of each of the respective payments.

4. On August 10, 2009, Aurora Loan Services mailed a letter to Respondent informing him that Aurora Loan Services had denied the workout agreement with Ola because the company had received

notification of Ola's withdrawal. In fact, Ola did not intend to withdraw from the workout agreement, did not personally notify Aurora Loan Services of his intent to withdraw from the workout agreement, and did not authorize Respondent or anyone else to inform Aurora Loan Services of his intent to withdraw from the workout agreement.

5. On August 14, 2009, Terry Lorenzo ("Lorenzo"), a non-attorney employee of Respondent, sent an e-mail to Ola informing him that Aurora Loan Services had denied the workout agreement because the company had received notification of Ola's withdrawal. Lorenzo also stated to Ola that Aurora Loan Services was going to enter into another workout agreement with Ola with the first payment under the agreement due on September 1, 2009. In fact, Aurora Loan Services did not intend to offer another workout agreement to Ola.

6. After August 14, 2009, Respondent did not negotiate another workout agreement or a loan modification on behalf of Ola. Respondent did not inform Ola that Aurora Loan Services was not offering another workout agreement or any loan modification.

7. On August 17, 2009, Aurora Loan Services purchased Ola's home at a foreclosure sale.

8. On August 20, 2009, Ola found a note in his door informing him that his home had "changed ownership through the process of foreclosure or Deed-in-lieu." The note further stated that his home was "now owned by the bank, and is being managed by Lender Processing Services, Inc." On August 20, 2009, Ola sent a copy of the note to Lorenzo via facsimile. Lorenzo received the facsimile.

9. On August 21, 2009, the Los Angeles County Sheriff's Department provided Ola with a notice to vacate his property within three (3) days. On August 21, 2009, Ola sent a copy of the notice to vacate to Lorenzo via facsimile. Lorenzo received the facsimile.

10. On August 24, 2009, Ola met with Respondent at Respondent's office. Respondent recommended that Ola hire him to file a lawsuit against Aurora Loan Services. Ola agreed to employ Respondent to represent him in a lawsuit against Aurora Loan Services. Respondent stated to Ola that he would immediately file a lawsuit against Aurora Loan Services on behalf of Ola. In or about September 2009, Ola paid Respondent \$2,500 in advanced attorney fees for Respondent's legal services with respect to filing a lawsuit against Aurora Loan Services.

11. On September 8, 2009, Ola was served with a complaint in an unlawful detainer action titled, *Aurora Loan Services LLC v. Olanrewajo Oladele Ola*, Los Angeles County Superior Court case number 09U02797 (the "unlawful detainer action"). On or about September 11, 2009, Ola sent a copy of the complaint in the unlawful detainer action to Respondent via facsimile. Respondent received the complaint in the unlawful detainer action. Respondent did not take any action on behalf of Ola with respect to the unlawful detainer action.

12. On September 25, 2009, a judgment was entered in the unlawful detainer action in favor of Aurora Loan Services. On September 25, 2009, the court issued a writ of possession of Ola's home.

13. On October 1, 2009, the Los Angeles County Sheriff's Department served Ola with a notice to vacate his home by no later than October 6, 2009. Ola sent a copy of the notice to vacate to Respondent via facsimile. Respondent received a copy of the notice to vacate.

14. On October 1, 2009, Respondent spoke with Ola on the telephone and stated that on October 2, 2009, he would give Ola an update concerning the actions that Respondent would take in response to the notice to vacate. Respondent did not communicate with Ola either orally or in writing after October 1, 2009.

15. On October 3, 2009, Ola sent Respondent an e-mail reminding him that Respondent was supposed to have informed him on October 2, 2009, of the actions that Respondent planned to take in response to the notice to vacate. In the e-mail, Ola also inquired about the status of the lawsuit against Aurora Loan Services. Respondent received the e-mail. Respondent did not respond to it.

16. On or about October 6, 2009, Ola was forced to vacate his home pursuant to the writ of possession issued in the unlawful detainer action.

17. On October 9, 2009, Respondent filed a complaint on behalf of Ola titled, *Olanrewajo Oladele Ola v. Aurora Loan Services, LLC, et. al.*, Los Angeles County Superior Court case number MC020929 (the "Aurora Loan Services matter"). Respondent did not serve the complaint on Aurora Loan Services. Respondent did not inform Ola that he had filed a complaint on his behalf against Aurora Loan Services.

18. After in or about October 2009, Ola telephoned Respondent on several occasions and left messages on his voice mail requesting a refund of the \$5,500 in attorney fees that he had paid to Respondent. Respondent received the messages. Respondent did not respond to them and did not provide Ola with an accounting or a refund of any of the attorney fees that he had received from Ola.

19. On May 10, 2010, the court dismissed the Aurora Loan Services matter for Respondent's failure to serve and prosecute the complaint. Respondent did not inform Ola that the court dismissed the complaint in the Aurora Loan Services matter.

20. As part of the terms of this stipulation, Respondent has agreed to provide Ola with a refund of the \$2,500 in advanced attorney fees that Ola paid to Respondent in connection with the Aurora Loan Services matter as a condition to being relieved from actual suspension.

Conclusions of Law

By failing to seek further relief from Aurora Loan Services after they notified him of the withdrawal from the workout agreement, and by failing to prosecute the Aurora Loan Services matter or advise Ola as to the likelihood of success and any alternative courses of action that Ola may have taken against Aurora Loan Services, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to inform Ola that he had filed a complaint against Aurora Loan Services on Ola's behalf, and by failing to advise him that the court dismissed the complaint for his failure to serve and prosecute it, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services in wilful violation of Business and Professions Code section 6068(m).

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

By failing to refund at least the \$2,500 that Ola paid him to prosecute the Aurora Loan Services matter, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case Number 10-O-3047

Facts

1. In or about June 2009, Respondent and Alex Kim ("Kim") created the "Korean Department" of Respondent's law offices. In or about June 2009, and at all times relevant to the stipulated facts herein, Kim's title was "Director of the Korean Department of the Law Offices of Craig Triance." Respondent and Kim created the Korean Department to offer legal services to the Korean community seeking to modify their home mortgages. At no time has Kim been a member of the State Bar of California or any other state bar.

2. On June 8, 2009, Yeon W. Kim ("Yeon") met with Kim and employed Respondent to represent him in a modification of his home loan. On June 8, 2009, Yeon provided Kim with a check made payable to "Korean Dept." in the sum of \$2,000 for Respondent's legal services. The check was negotiated.

3. Respondent and Kim shared the legal fees that Kim collected from Yeon.

4. Between June 8, 2009, and in or about October 2009, Yeon telephoned Respondent and Kim several times and left voice mail messages requesting an update on the status of his loan modification. Respondent and Kim received the messages. Neither Respondent nor Kim responded to the messages.

5. In or about November 2009, Yeon met with Kim. Kim stated that all of the necessary documents had been sent to Yeon's lender and that Yeon's loan modification was pending. Kim stated that he would provide Yeon with a status update during the second week of December 2009. In fact, neither Respondent nor Kim had provided Yeon's lender with the documentation they required.

6. Neither Respondent nor Kim communicated with Yeon after in or about November 2009. Neither Respondent nor Kim provided any services of value on behalf of Yeon.

7. In or about December 2009, Kim contacted his lender and was advised that his loan modification case was closed because neither Respondent nor Kim had provided all of the documentation required by the lender.

8. Since Respondent did not complete the services for which he had been employed, Respondent did not earn the entire fee paid by Yeon. At no time did Respondent provide Yeon with an accounting or any refund of the advanced attorney fees.

9. As part of the terms of this Stipulation, Respondent has agreed to provide Kim with a refund in the amount of \$2,000 as a condition to being relieved from actual suspension.

Conclusions of Law

By sharing legal fees with Kim, Respondent shared legal fees with a person who is not a lawyer in wilful violation of rule 1-320(A) of the Rules of Professional Conduct.

By failing to provide the lender with the documents that the lender needed in order to consider Yeon's loan modification, Respondent intentionally, recklessly, or repeatedly failed to perform legal services with competence in wilful violation of rule 3-110(A) of the Rules of Professional Conduct.

By failing to respond to Yeon'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 advise Yeon that the lender closed his loan modification case, Respondent failed to keep a client reasonably informed of significant developments in a matter in which Respondent had agreed to provide legal services in wilful violation of Business and Professions Code section 6068(m).

By failing to provide Yeon with an accounting, Respondent failed to render appropriate accounts to a client in violation of Rule 4-100(B)(3) of the Rules of Professional Conduct.

By failing to refund any portion of the \$2,000 that Yeon paid to the "Korean Dept.", Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 10-O-9910

Facts

1. On or about April 13, 2010, Francisco and Maria Valenica (collectively, the "Valencias") employed Respondent to represent them in a Chapter 13 bankruptcy proceeding. The Valencias paid \$2,226 in advanced attorney fees for Respondent's legal services.

2. On July 8, 2010, Respondent filed a petition for Chapter 13 Bankruptcy on behalf of the Valencias, Case Number 8:10-bk-19325-TA (the "Chapter 13 bankruptcy matter").

3. On July 27, 2010, Respondent mailed the Valencias a letter informing them that: (i) he had resigned from the State Bar; (ii) a 341 hearing (meeting of creditors) was set for August 12, 2010 in the Chapter 13 bankruptcy matter; (iii) he had planned for a member of the State Bar of California identified in the letter to appear on their behalf at the 341 hearing; and (4) absent their objection, the attorney would take over their bankruptcy case. The Valencias received the letter.

4. Prior to his resignation, Respondent did not complete all of the services for which he had been employed by the Valencias, and Respondent did not earn the entire advanced fee paid by the Valencias. At no time did Respondent provide the Valencias with an accounting or a refund of any portion of the advanced attorney fees that they had paid to him.

5. On August 12, 2010, the Valencias appeared at the 341 hearing in the Chapter 13 bankruptcy matter; however, the attorney that Respondent had identified in the July 27, 2010 letter did not appear at the hearing. On August 12, 2010, Francisco sent Respondent an e-mail informing him that the attorney previously identified by Respondent did not appear at the 341 hearing. Subsequently, the Valencias employed new counsel to represent them in the bankruptcy matter.

7. As part of the terms of this Stipulation, Respondent has agreed to provide the Valencias with a refund in the amount of \$2,226 as a condition to being relieved from his actual suspension.

Conclusions of Law

By failing to provide the Valencias with an accounting, Respondent failed to render appropriate accounts to a client in violation of Rule 4-100(B)(3) of the Rules of Professional Conduct.

By failing to refund any portion of the \$2,226 that the Valencias paid to him, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

Case No. 10-O-10951

1. At all times relevant to the stipulated facts herein, Steve Woldruff ("Woldruff") was a mortgage and real estate broker who worked in Murrieta, California. At no time has Woldruff been a member of the State Bar of California or any other state bar.

2. At all times relevant to the stipulated facts herein, Woldruff owned a business called, "Keep Your Home Today." At all times relevant to the stipulated facts herein, Woldruff offered his clients, among other services, refinancing of their home mortgages and assistance with "short sales" of their homes. At all times relevant to the stipulated facts herein, Woldruff had an agreement with Respondent whereby he referred clients to Respondent who needed assistance attempting to obtain loan modifications of their home mortgages.

3. On or about January 5, 2009, Michael Snyder ("Snyder") and Diane Sullivan ("Sullivan") met with Woldruff for the purpose of assisting them with a loan modification of a four-unit apartment building which they owned as joint tenants in common. At the meeting, Woldruff referred Snyder and Sullivan to Respondent for the purpose of assisting them with the loan modification. On January 5, 2009, Woldruff provided Snyder and Sullivan with Respondent's retainer agreement, which they signed on or about that date. By January 2009, Snyder and Sullivan had provided Woldruff with two checks made payable to "Keep Your Home Today" in the total amount of \$3,000 as a flat fee for Respondent's legal services.

4. Respondent and Woldruff shared the legal fees that Woldruff collected from Snyder and Sullivan.

5. On September 20, 2009, Snyder employed Respondent to represent him in bankruptcy matter. On October 11, 2009, Sullivan paid \$1,750 in advanced attorney fees for Respondent's legal services in connection with Sullivan's bankruptcy.

6. On June 28, 2010, Respondent filed petition for Chapter 7 bankruptcy on behalf of Snyder, Case Number 6:10-bk-30004-DS (the "Chapter 7 bankruptcy matter").

7. On July 27, 2010, Respondent mailed Snyder a letter informing him that: (i) he had resigned from the State Bar; (ii) that a 341 hearing (meeting of creditors) was set for August 11, 2010 in the Chapter 7 bankruptcy matter; (iii) he planned to have a member of the State Bar of California identified in the letter appear on Snyder's behalf at the 341 hearing; and (iv) absent his objection, the attorney would take over their bankruptcy case. Snyder received the letter.

8. Prior to his resignation, Respondent did not complete the loan modification services for which he had been employed by Snyder and Sullivan, and did not earn the entire advanced fee paid by them. At no time did Respondent provide an accounting or a refund of any portion of the advanced attorney fees that Snyder and Sullivan paid to him in connection with the loan modification of the apartment building.

9. Prior to his resignation, Respondent did not complete the bankruptcy matter on behalf of Sullivan, and did not earn the entire advanced fee paid by Sullivan on Snyder's behalf. At no time did Respondent provide Snyder or Sullivan with an accounting or a refund of any portion of the advanced attorney fees that Sullivan paid on Snyder's behalf.

10. As part of the terms of this Stipulation, Respondent has agreed to provide Snyder and Sullivan with a refund in the amount of \$4,750 as a condition to being relieved from his actual suspension. The figure represents the \$3,000 that Snyder and Sullivan paid to "Keep Your Home Today" for the loan modification, plus the \$1,750 that Sullivan paid to Respondent in connection with Snyder's bankruptcy.

Conclusions of Law

By sharing legal fees with Woldruff, Respondent shared legal fees with a person who is not a lawyer in wilful violation of rule 1-320(A) of the Rules of Professional Conduct.

By failing to provide Snyder and Sullivan with an accounting in either the loan modification or bankruptcy matter, Respondent failed to render appropriate accounts to a client in violation of rule 4-100(B)(3) of the Rules of Professional Conduct.

By failing to refund any portion of the advanced attorney fees paid to him by Snyder and Sullivan in connection with the loan modification and bankruptcy matter, Respondent failed to refund promptly any part of a fee paid in advance that has not been earned in wilful violation of rule 3-700(D)(2) of the Rules of Professional Conduct.

PENDING PROCEEDINGS.

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

AGGRAVATING CIRCUMSTANCES.

1. Multiple Acts of Wrongdoing

In the five client matters herein, Respondent committed nineteen acts of misconduct, including failing to return unearned fees to all five complainants. Multiple acts of misconduct are an aggravating circumstance. (Std. 1.2(e)(ii).)

2. Harm

By failing to refund unearned advanced fees to his former clients and the complaints herein, Respondent caused harm to them. Harm is an aggravating circumstance. (Std. 1.2(e)(iv).

MITIGATING CIRCUMSTANCES.

1. Candor and Cooperation

Respondent is entitled to significant mitigation for entering into this stipulation. (Std. 1.2(e)(v).)

AUTHORITIES SUPPORTING DISCIPLINE.

1. Standards

Standard 1.6(a) of the Standards for Attorney Sanctions for Professional Misconduct (“Standards”) provides that if two or more acts of professional misconduct are found or acknowledged in a single disciplinary proceeding, and different sanctions are prescribed by the Standards for these acts, the sanction imposed shall be the most severe of the different applicable sanctions.

Standard 2.2(b) provides that culpability of an attorney for a violation of rule 4-100 which does not result in the wilful misappropriation of entrusted funds shall result in at least a three month actual suspension from the practice of law, irrespective of mitigating circumstances. Here, Respondent failed to provide an accounting, and return unearned fees, to all five of the complainants herein.

Standard 2.4(b) provides that culpability of a member of wilfully failing to perform services in an individual matter or matters not demonstrating a pattern of misconduct shall result in reproof or suspension depending upon the extent of the misconduct and the degree of harm to the client.

Standard 2.6(a) provides that culpability of a member for violating rule 6068 shall result in disbarment or suspension depending on the gravity of the offense or the harm, if any, with due regard to the purposes of imposing discipline set forth in Standard 1.3.

There is no standard specifically applicable to violations of rules 1-320(A) and 3-700(D)(2) Accordingly, the applicable standard is Standard 2.10, which provides, in pertinent part, that: “Culpability of a member . . . of a wilful violation of any Rule of Professional Conduct not specified in these standards shall result in reproof or suspension according to the gravity of offense or the harm, if any, to the victim, with due regard to the purposes of imposing discipline set forth in standard 1.3.”

Here, Respondent committed multiple acts of misconduct in five client matters, including failing to provide an accounting and failure to return unearned fees in all five of the matters. Accordingly, a

significant period of actual suspension is warranted.

2. Case Law

In *Bledsoe v. State Bar* (1991) 52 Cal. 3d 1074, a default matter, the attorney failed to perform and communicate competently in four client matters, refund unearned fees in two of the matters, and cooperate with the State Bar's investigation. The Supreme Court ordered the attorney actually suspended for two years.

In *Matthew v. State Bar* (1989) 49 Cal. 3d 784, the Supreme Court ordered an attorney actually suspended for 60 days for failing to perform services, communicate and return unearned fees in three client matters with financial and other client harm.

In *Segal v. State Bar* (1988) 44 Cal. 3d 1077, the attorney failed to perform competently in four client matters, failed to return timely unearned fees, and issued an NSF check. The Supreme Court ordered the attorney actually suspended for one year.

In *Lester v. State Bar* (1976) 17 Cal. 3d 547, the attorney failed to perform competently in four client matters. In two of the client matters, the attorney failed to return unearned fees until compelled to do so; and in the two other client matters, the attorney failed to do so completely. The Supreme Court ordered the attorney actually suspended for six months.

COSTS OF DISCIPLINARY PROCEEDINGS.

Respondent acknowledges that the Office of the Chief Trial Counsel has informed him that as of June 2, 2011, the prosecution costs in this matter are \$6,365. The costs are to be paid in equal amounts prior to February 1 for the following three 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.)

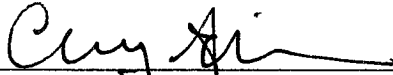
Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

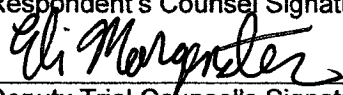
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In the Matter of: CRAIG RONALD TRIANCE	Case number(s): 09-O-18685, 09-O-19114, 10-O-03047, 10-O-09910, 10-O-10951
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SIGNATURE OF THE PARTIES

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.

6 June 2011  Craig Ronald Triance
Date Respondent's Signature Print Name

6/7/11  Eli D. Morgenstern
Date Deputy Trial Counsel's Signature Print Name

(Do not write above this line.)

In the Matter of: CRAIG RONALD TRIANCE	Case Number(s): 09-O-18685; 09-O-19114; 10-O-03047; 10-O-09910; 10-O-10951
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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.

1. On page 2, section A(8)--the years 2012, 2013, and 2014 are added to the billing cycle.
2. On page 6,11,& 12 the correct spelling of the name is Olanrewaju Ola.

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

June 28, 2011

Judge of the State Bar Court

Pat McElroy

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 June 28, 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:

CRAIG R. TRIANCE
LAW OFFICE OF CRAIG TRIANCE
1034 W ARROW HWY STE D PMB
202
SAN DIMAS, CA 91773

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

ELI MORGENSTERN , Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on June 28, 2011.



Laurretta Cramer
Case Administrator
State Bar Court